

VILLAGE OF JOHNSON CREEK

MEETING NOTICE

125 Depot Street, Johnson Creek, WI

Agenda

VILLAGE BOARD

August 24, 2015

125 Depot St.

5:30 p.m.

1. Call to order - roll call
2. Pledge of Allegiance
3. Statement of Public Notice
4. Approve Finance Report – *pgs 1-14*
5. Ambulance/Fire-EMS, Building Inspector, Police– *For Information Only – pgs 15-19*
6. Department Schedules/Reports
7. Approve Village Board Meeting Minutes of July 20th and Special Village Board Meeting of August 10th – *pgs 20-25*
8. Minutes of Committee of the Whole of August 10th – *For Information Only pgs 26-31*
9. Public Comment (limited to two minutes per person)
10. Notices and Discussion
11. Administrator Report – *pg 32*
12. Committee/Commission Reports
13. Community Development Authority– *pgs 33-42*
 - a) Report on Terms of Amended and Restated Lease of Certain Public Property Located in Tax Incremental District No. 2
 - b) Resolution 92-15 Approving an Amended and Restated Lease of Certain Property and Improvements by the Village, and Approving the Issuance of \$1,740,000* Community Development Lease Revenue Bonds, Series 2015 (Tax Incremental District No. 2) by the Community Development Authority, and Approving Related Documents and Transactions– *pgs 33-42*
14. Resolution 85-15 Cabaret License – St. Gabriel Church – 417 Union St. – *pgs 43-45*
15. Resolution 86-15 General Fund to General Assigned Fund from 2014 Budget– *pgs 46-47*
16. Resolution 87-15 New Business – Lasting Skin Solutions, LLC – 215 Hunters Glen Ln. – *pgs 48-51*
17. Resolution 88-15 Operators Licenses 2015-2016– *pgs 52-53*
18. Resolution 89-15 Library Fund to Library Assigned Fund from 2014 Budget– *pgs 54-55*
19. Resolution 90-15 Transfer of Impact Fees for General Obligation Debt Service– *pgs 56-57*
20. Resolution 91-15 Addendum C to Mutual Aid Box Alarm System Agreement– *pgs 58-62*
21. Resolution 93-15 Policy Renewal – League of Wisconsin Municipalities Mutual Insurance– *pgs 63-66*
22. Resolution 94-15 Amend Administration Policy – Internal Controls – 2015-2016– *pgs 67-74*
23. Resolution 95-10 Placement of Stop Signs – Wright Road at Deer Crossing– *pgs 75-76*
24. Resolution 96-15 Award Bid - Asphalt Repair – Fire Station #1 – Parking Lot– *pgs 77-81*
25. Resolution 97-15 Johnson Creek Clean Up Day – September 12, 2015 – Rock River Coalition– *pgs 82-83*
26. Resolution 98-15 Deny – Request for Loading Zone – N. Watertown Street – Schneider Printing– *pgs 84-86*
27. Resolution 99-15 ALTA Survey - River Creek Centre - BBC Land Ventures, LLC-Scope of Service–MSA– *pgs 87-90*
28. Resolution 100-15 Award Bid – River Creek Centre Stormwater Improvements– *pgs 91-94*
29. Discussion and Recommendation – Demolition Bids 234-236-238 Union Street
30. Discussion and Recommendation – Community Center – To the Pointe Performing Arts
31. Convene into Closed Session
(Pursuant to Wisconsin Statutes §§19.85(1)(e) deliberating or negotiating the investing of public funds whenever competitive or bargaining requires a closed session – Keagan Properties, LLC – Steve Kearns – Jon Green -585 & 777 Wright Road and Contract/Lease – To the Pointe Performing Arts – Johnson Creek Community Center)
32. Reconvene in Open Session
33. Action from Closed Session
34. Set date for Strategic Planning Meeting – Village Board/Staff
35. Upcoming meetings:
 - a. Plan Commission Meeting: September 14th at 5:00 p.m.
 - b. Committee of the Whole Meeting: September 14th at 5:30 or immediately following Plan Commission
 - c. Village Board: September 28th at 5:30 p.m.
 - d. Committee of the Whole: September 28th – Administrator Budget – Immediately Following Village Board
36. Adjourn

This page left intentionally blank.

Village of Johnson Creek

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
35875	07/24/2015	Printed		DELTA DEN	DELTA DENTAL OF WISCONSIN	AUGUST DENTAL	1,396.96
35876	08/05/2015	Printed		WATERLOO	WATERLOO FIRE DEPT	TRAINING- FIRE DEPT	500.00
35877	08/05/2015	Printed		MCDANIELS	CARRIE MCDANIELS	REPLACE CK#35811 CC CANCEL	200.00
35878		Void	08/05/2015			REPORT PRINTED ON CK	0.00
35879		Void	08/05/2015			REPORT PRINTED ON CK	0.00
35880		Void	08/05/2015			REPORT PRINTED ON CK	0.00
35881		Void	08/05/2015			REPORT PRINTED ON CK	0.00
35882		Void	08/05/2015			REPORT PRINTED ON CK	0.00
35883	08/05/2015	Printed		AIRGAS	AIRGAS USA, LLC	OXYGEN BOTTLE RENTAL- EMS	151.14
35884	08/05/2015	Printed		ASSOC APP	ASSOCIATED APPRAISAL	1182 PARCELS- JULY	1,342.73
35885	08/05/2015	Printed		AUTUMN	AUTUMN SUPPLY	WEED SPRAY- DPW	244.51
35886	08/05/2015	Printed		BEERB	ZONA BEERBOHM	VH,LIB,FIRE CC CLEANING	745.00
35887	08/05/2015	Printed		BLUE TARP	BLUE TARP FINANCIAL, INC	SPRAYER WAND- DPW	23.98
35888	08/05/2015	Printed		BOBCAT	BOBCAT OF JANESVILLE	MOWER PARTS- DPW	596.25
35889	08/05/2015	Printed		BUSKE	TRAVIS BUSKE	SUPPLIES- FD	23.17
35890	08/05/2015	Printed		CARD SERV	CARD SERVICE CENTER	LAPTOP #703 - EMS	267.83
35891	08/05/2015	Printed		CARD SERV	CARD SERVICE CENTER	EXPANSION TANK WELL # 3	27.70
35892	08/05/2015	Printed		CARD SERV	CARD SERVICE CENTER	EMS MONTHLY SOFTWARE	38.00
35893	08/05/2015	Printed		CARD SERV	CARD SERVICE CENTER	SUBSCRIPTION, PROGRAM-LIB	173.25
35894	08/05/2015	Printed		CAREW HEAT	CAREW HEATING & AIR	A/C SERVICE CALL- VH	36.12
35895	08/05/2015	Printed		CHARLES DA	CHARLES DAVID'S SONS INC	SIGN FOR STATION#1 - FD	35.70
35896	08/05/2015	Printed		CHARTER	CHARTER COMMUNICATIONS	CABLE, INTERNET- EMS	193.77
35897	08/05/2015	Printed		MAD-PD	CITY OF MADISON	DUTY & PRACTICE AMMO- PD	358.00
35898	08/05/2015	Printed		COACH	COACH- JOHNSON CREEK	RESTITUTION	100.00
35899	08/05/2015	Printed		CREEK PLUM	CREEK PLUMBING, LLC	REPLACE WATER VALVE- FD ST#1	96.50
35900	08/05/2015	Printed		CULLIGAN	CULLIGAN WATER	LAB GRADE WATER	20.00
35901	08/05/2015	Printed		DAWN HAINE	DAWN M. HAINES	CLEANING- PD JULY	160.00
35902	08/05/2015	Printed		EMER. MED.	EMERGENCY MEDICAL	MEDICAL SUPPLIES- EMS	1,767.98
35903	08/05/2015	Printed		EUROFINS	EUROFINS EATON ANALYTICAL,	QUARTERLY RADIUM TESTING	130.00
35904	08/05/2015	Printed		GALL'S INC	GALLS, AN ARAMARK COMPANY	CLOTHING ALLOWANCE	12.50
35905	08/05/2015	Printed		GEN CODE	GENERAL CODE PUBLISHERS	ANNUAL ECODE 360 FEE	995.00
35906	08/05/2015	Printed		GENERAL CO	GENERAL COMMUNICATIONS,	REPAIR RADIO/PAGERS- FD/EMS	459.55
35907	08/05/2015	Printed		GFC	GFC LEASING WI	COPIER LEASE AUG/SEPT-VH, PD	535.78
35908	08/05/2015	Printed		GRAYBAR	GRAYBAR	FUSES- STREET LIGHTS- DPW	380.25
35909	08/05/2015	Printed		HD SUPP	HD SUPPLY WATERWORKS, LTD.	NEW H20 METERS- H20	2,886.22
35910	08/05/2015	Printed		HUDSON	AMY HUDSON	DEV INCENT 270 WRIGHT RD	10,745.38
35911	08/05/2015	Printed		INGRAM	INGRAM BOOK CO	BOOKS- LIBRARY	1,403.30
35912	08/05/2015	Printed		JEFF TREAS	JEFFERSON CTY TREASURERS	DOG LICENSES	29.75
35913	08/05/2015	Printed		JOHNS DISP	JOHN'S DISPOSAL SERVICE,INC	925 RECYCLE, 925 GARBAGE-	27,195.00
35914	08/05/2015	Printed		JOHNSON BL	JOHNSON BLOCK COMPANY, INC	2014 AUDIT IN 2015	4,300.00
35915	08/05/2015	Printed		JC CHSAMBE	JOHNSON CREEK CHAMBER	2ND QTR ROOM TAX	11,365.91
35916	08/05/2015	Printed		JC PUB SCH	JOHNSON CREEK PUBLIC	CALENDAR AD- JC- FFA	65.00
35917	08/05/2015	Printed		JONAS OFFI	JONAS OFFICE EQUIPMENT	SUPPLIES- FD, PD, VH, WWTP	408.93
35918	08/05/2015	Printed		KWIK TRIP	KWIK TRIP	VILLAGE FUEL PURCHES- JULY	1,494.23
35919	08/05/2015	Printed		L.V. LABS	L. V. LABORATORIES	LAB TESTING- JUNE- WWTP	478.00
35920	08/05/2015	Printed		L.W. ALLEN	L.W. ALLEN INC	RES21-15 PUMP GRELL LN	8,969.00
35921	08/05/2015	Printed		LANGE ENT	LANGE ENTERPRISES, INC.	SIGN BOLTS- DPW	80.00
35922	08/05/2015	Printed		LARK	LARK UNIFORM,INC.	CLOTHING ALLOWANCE	81.95
35923	08/05/2015	Printed		LAYNE	LAYNE CHRISTENSEN COMPANY	RES13-15 PACKER TESTING WELL	32,710.00
35924	08/05/2015	Printed		LIBERTY PR	LIBERTY PROCESS EQUIPMENT,	SLUDGE PRESS REPAIRS- WWTP	2,992.43
35925	08/05/2015	Printed		LIMELIGHT	LIMELIGHT IMPRESSIONS, LLC	VILLAGE I.D'S- PD	13.65
35926	08/05/2015	Printed		MARTELLE	MARTELLE WATER TREATMENT	CHEMICALS- WELL # 3 - H20	506.25
35927	08/05/2015	Void					0.00
35928	08/05/2015	Printed		MENARDS	MENARDS	SUPPLIES-FD, WWTP, PD, VH, LIB,	330.07
35929	08/05/2015	Printed		MICROMARK	MICROMARKETING LLC	BOOK ON CD- LIBRARY	273.91
35930	08/05/2015	Printed		MID-STATE	MID-STATE EQUIPMENT	WING MOWER PARTS	192.59
35931	08/05/2015	Printed		MID-WIS	MID-WIS FED LIBRARY SYSTEM	PROGRAM- LIBRARY	157.70
35932	08/05/2015	Printed		MIDWEST EL	MIDWEST ELECTRIC	SUPPLIES- FIREMANS PICNIC	67.33
35933	08/05/2015	Printed		MINNESOTA	MINNESOTA LIFE	LIFE INSURANCE- SEPT	632.10
35934	08/05/2015	Printed		MSA PROFES	MSA PROFESSIONALSERVICES	WWTP,WELL STRM SEW WRT RD	15,335.87

Check Register Report

Date: 08/05/2015
 Time: 3:37 PM
 Page: 3

Village of Johnson Creek

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
35935	08/05/2015	Printed		NAT GEO KI	NATIONAL GEOGRAPHIC KIDS	SUBSCRIPTION- LIBRARY	34.00
35936	08/05/2015	Printed		NATIONAL G	NATIONAL GEOGRAPHIC LITTLE	SUBSCRIPTION- LIBRARY	19.00
35937	08/05/2015	Printed		NORTHERN L	NORTHERN LAKE SERVICE INC	H2O BACTERIA TESTING- H2O	80.00
35938	08/05/2015	Printed		PETTY LIBR	PETTY CASH LIBRARY-L.	POSTAGE, SUPPLIES	36.47
35939	08/05/2015	Printed		PETTY HALL	PETTY CASH VILL JC \JDYKSTRA	RECORD CU, SUPPLIES	29.74
35940	08/05/2015	Printed		PITNEY BO	PITNEY BOWES	POSTAGE MACHINE LEASE APR-	172.44
35941	08/05/2015	Printed		POPULAR M	POPULAR MECHANICS	SUBSCRIPTION- LIBRARY	19.97
35942	08/05/2015	Printed		PORT-A-JON	PORT-A-JOHN CORP	BELL PARK, FIREMANS PARK	172.00
35943	08/05/2015	Printed		R&R INS	R&R INSURANCE SERVICES, INC.	PROPTY INS ADD 145 N WTN ST	391.00
35944	08/05/2015	Printed		RENNERT	RENNERT'S FIRE EQUIPMENT INC	ANNUAL PUMP INSPECT #21, #22	1,167.58
35945	08/05/2015	Printed		RTI	RESEARCH TECHNOLOGY	DISK CLEANER- LIBRARY	87.95
35946	08/05/2015	Printed		ROB'S PERF	ROB'S PERFORMANCE	SWITCH REPAIR # 25 - FD	23.99
35947	08/05/2015	Printed		SCHOOL LIB	SCHOOL LIBRARY JOURNAL	SUBSCRIPTION - LIBRARY	72.00
35948	08/05/2015	Printed		SHERWIN WI	THE SHERWIN WILLIAMS CO.	PAINT- STREETS	239.40
35949	08/05/2015	Printed		STEVE'S CA	STEVE'S CAR-TRUCK SERVICE,	REPAIR LIFT #703 - EMS	1,304.37
35950	08/05/2015	Printed		TDS	TDS	PHONES, VH, PD, FD, DPW,	853.65
35951	08/05/2015	Printed		TRUMPF, LE	LEE TRUMPF	TOOLS - DPW	10.52
35952	08/05/2015	Printed		US CELL	US CELLULAR	VILLAGE CELL PHONES	235.27
35953	08/05/2015	Printed		US CELL	US CELLULAR	HOTSPOTS - POLICE, FIRE/EMS	69.00
35954	08/05/2015	Printed		VON RU	VON RUEDEN ANNIE	CLOTHING ALLOWANCE	31.96
35955	08/05/2015	Printed		WATERTOWN	WATERTOWN DAILY TIMES INC	N WATERTOWN ST, COMFORT	196.78
35956	08/05/2015	Printed		WBI	WBI - MANEY - MILLER	BUILDING PERMITS- JULY	2,810.36
35957	08/05/2015	Printed		WI - SCTF1	WI SCTF	PIN# 3391640 CHILD SUPPORT	197.47
35958	08/05/2015	Printed		WI - SCTF1	WI SCTF	PIN# 3391640 CHILD SUPPORT	197.47
35959	08/05/2015	Printed		WI TAXPAY	WISCONSIN TAXPAYERS ALL	MUNICIPAL BOOK	38.39

Total Payments: 84

Grand Total (excluding void checks): 142,217.02

Water	\$39,430.57
Sewer	\$23,754.21
Tif #2	\$15,718.47
Tif #3	\$2,388.55
Library	\$2,899.41
Fire	\$3,961.11
EMS	\$4,577.40
Rm Tax	\$11,365.91
General	\$38,121.39
Total	<u>\$142,217.02</u>

APPROVED BY: _____
 P & F Chair

APPROVED BY: _____
 P & F Member

Village of Johnson Creek

BANK:

Check Number	Check Date	V oi d/	Vendor Number	Vendor Name	Check Description	Amount
35960	08/10/2015	Printed	JC POST OF	JOHNSON CREEK POST OFFICE	WATER BILLS- AUGUST	379.40
35961	08/07/2015	Printed	VILL OF JC	VILLAGE OF JOHNSON CREEK	BANK TRANSFER	100,000.00
35962	08/18/2015	Printed	AIRGAS	AIRGAS USA, LLC	OXYGEN CYLINDER RENTAL- EMS	155.21
35963	08/18/2015	Printed	AUTUMN	AUTUMN SUPPLY	HORNET SPRAY-PARKS	104.81
35964	08/18/2015	Printed	BEACON ATH	BEACON ATHLETICS	BASE ANCHOR MARKERS- PARKS	97.44
35965	08/18/2015	Printed	BERTS TIRE	BERTS TIRE SERVICE LLC	LAWN MOWER TIRE REPAIRS-	35.00
35966	08/18/2015	Printed	BLEEKER	GARY BLEECKER	CONFERENCE-HOTEL, MILEAGE,	336.80
35967	08/18/2015	Printed	CLASS C	CLASS C SOLUTIONS GROUP	WASHERS, FOR SIGNS- DPW	32.09
35968	08/18/2015	Printed	CREEK PLUM	CREEK PLUMBING, LLC	TOILET REPLACEMENT-FD #1	458.50
35969	08/18/2015	Printed	EMER. MED.	EMERGENCY MEDICAL	MEDICAL SUPPLIES- EMS	55.00
35970	08/18/2015	Printed	FIRST SUPP	FIRST SUPPLY MADISON	MANHOLE REPAIR PARTS- H2O	416.00
35971	08/18/2015	Printed	GALL'S INC	GALLS, AN ARAMARK COMPANY	CLOTHING ALLOWANCE- PD	26.48
35972	08/18/2015	Printed	GENERAL CO	GENERAL COMMUNICATIONS,	PAGER REPAIRS- FAP- EMS	490.00
35973	08/18/2015	Printed	GFC	GFC LEASING WI	COPIER LEASE- LIB	129.84
35974	08/18/2015	Printed	HAUSZ	HAUSZ BROS INC.	GRAVEL UNDER BLEACHERS-	396.04
35975	08/18/2015	Printed	J & L TIRE	J & L TIRE INC.	TIRES- 2014 TAHOE- PD	606.50
35976	08/18/2015	Printed	JC WATER/S	JC WATER AND SEWER	VH, PD, FD, EMS, DPW, WWTP	1,132.01
35977	08/18/2015	Printed	JERRY'S AU	JERRY'S AUTO REPAIR	SQUAD TOW- PD	70.00
35978	08/18/2015	Printed	JOHNSON BL	JOHNSON BLOCK COMPANY, INC	2014 AUDIT- FINAL BILL	1,700.00
35979	08/18/2015	Printed	KAESTNER	KAESTNER AUTO ELECTRIC CO	BREAKERS FOR TRUCKS- FD	66.54
35980	08/18/2015	Printed	KAMUCHEY J	JOHN OR VICKI KAMUCHEY	112 CHAPEL HILL- BOND	1,425.00
35981	08/18/2015	Printed	L.W. ALLEN	L.W. ALLEN INC	EMERG REPAIR DIGESTER-	1,299.74
35982	08/18/2015	Printed	LANGE ENT	LANGE ENTERPRISES, INC.	VILLAGE SIGNS- DPW	201.71
35983	08/18/2015	Printed	MENARDS	MENARDS	WELL #3 PARTS- H2O	260.94
35984	08/18/2015	Printed	MID-WIS	MID-WIS FED LIBRARY SYSTEM	SOFTWARE- LIBRARY	224.54
35985	08/18/2015	Printed	MIL-BRAD	MILLER-BRADFORD & RISBERG,	LOADER RECONDITIONING	20,393.13
35986	08/18/2015	Printed	NAPA	NAPA AUTO PARTS	SUPPLIES- FD, DPW	80.94
35987	08/18/2015	Printed	NORTHERN L	NORTHERN LAKE SERVICE INC	BACTERIA TESTING- H2O	40.00
35988	08/18/2015	Printed	OCON AREA	OCONOMOWOC AREA BASEBALL	RAINED OUT GAME 7/10 - REFUND	95.00
35989	08/18/2015	Printed	PHYSIO	PHYSIO-CONTROL, INC	SUPPLIES- FD/EMS	82.24
35990	08/18/2015	Printed	PINE CONE	PINE CONE TRAVEL PLAZA	VILLAGE FUEL PURCHASES- JULY	2,006.10
35991	08/18/2015	Printed	PITNEY BO	PITNEY BOWES	POSTAGE MACHINE QTR PYMT	172.44
35992	08/18/2015	Printed	PSI PTINT	PSI PRINTING SYSTEMS, INC	DISCONNECT NOTICES-H2O	130.83
35993	08/18/2015	Printed	SCHNEIDER	SCHNEIDER PRINTING, INC.	NEWSLETTER- AUGUST	684.86
35994	08/18/2015	Printed	SHERWIN IN	SHERWIN INDUSTRIES, INC.	REPAIR PUMP-PAINT SPRAYER-	182.22
35995	08/18/2015	Printed	STREICHERS	STREICHER'S	AMMO- PD	362.50
35996	08/18/2015	Printed	USA BLUEBK	USA BLUEBOOK	LOCATE PAINT- DPW	132.58
35997	08/18/2015	Printed	WATER ACE	WATERTOWN ACE HARDWARE	RENTAL BREAKER HYDRAULIC	150.00
35998	08/18/2015	Printed	WE ENERGIE	WE ENERGIES	VH,PD,FD,EMS,DPW,H2O,PARKS	15,704.53
35999	08/18/2015	Printed	WI - SCTF1	WI SCTF	PIN# 6559982	134.37
36000	08/18/2015	Printed	WI DEPT JU	WI DEPT OF JUSTICE-	RECORDS CHECK	35.00
36001	08/18/2015	Printed	WI DNR	WISCONSIN DNR ENVIRON. FEES	WASTEWATER DISCHARGE FEES	3,712.93
36002	08/18/2015	Printed	WRWA	WRWA	CLASS-9/16/15- CLERK, DEPUTY C	200.00
73	08/18/2015	Printed	DEPT EMPL		HEALTH INS- SEPT	22,206.20

43 **Bank Total (excluding void checks):** 176,605.46

WATER	\$6,637.68
SEWER	\$16,187.11
TIF# 2	\$821.39
TIF#3	\$821.39
LIBRARY	\$2,318.94
FIRE	\$3,419.85
EMS	\$1,066.17
Cap Improv	\$20,393.13
GENERAL	\$124,939.80
TOTAL	\$176,605.46

Grand Total (excluding void checks): 176,605.46

Authorized By: _____
 P & F Chair

Authorized By: _____
 P & F Member

RESTRICTED, ASSIGNED & CASH ON HAND (BUDGET & DEBT PMT) 08/18/2015

<u>GENERAL FUND</u>		<u>Restricted/Assigned</u>	<u>Cash for Budget/Debt</u>
Checking , Payroll , Money Market (Remaining Expenditures: \$879,918.41)			\$375,140.77
EMS -FAP Funds (Restricted Use)		\$4,492.62	
Temp Acct Tax Collections (some funds for other jurisdictions)			\$0.00
Tree Fee Account		\$32,180.38	
Impact Fee Account (Parks Share and Public Works Share)		\$84,032.10	
West Side Street & Utility Improvement Fees		\$38,776.32	
		\$159,481.42	\$375,140.77
<u>WATER FUND</u>		<u>Restricted</u>	<u>Cash for Budget/Debt</u>
Checking, Money Market (Remaining Expenditures: \$296,223.42)			\$787,131.70
Depreciation Equipment Fund		\$186,160.61	
		\$186,160.61	\$787,131.70
<u>SEWER FUND</u>		<u>Restricted/Assigned</u>	<u>Cash for Budget/Debt</u>
Checking, Money Market (Remaining Expenditures: \$322,628.09)			\$621,053.30
Assigned Account - Future WWTP		\$537,554.37	
Depreciation Equipment Fund		\$553,831.59	
		\$1,091,385.96	\$621,053.30
<u>TIF 2</u>		<u>Restricted</u>	<u>Cash for Budget/Debt</u>
Checking, Money Market (Remaining Expenditures: \$933,621.81)			\$1,120,341.03
Bond Reserve/Redemption (held by Associated Trust)		\$642,142.52	
		\$642,142.52	\$1,120,341.03
<u>TIF 3</u>		<u>Restricted</u>	<u>Cash for Budget/Debt</u>
Checking, Money Market (Remaining Expenditures: \$1,021,224.26)			\$1,281,384.76
Bond Reserve/Redemption (held by Associated Trust)		\$668,709.02	
		\$668,709.02	\$1,281,384.76
<u>LIBRARY</u>		<u>Assigned</u>	<u>Cash for Budget/Debt</u>
Checking (Remaining Expenditures: \$89,518.11)			\$43,266.14
Assigned Account		\$23,351.55	
Trust Account		\$22,587.87	
		\$45,939.42	\$43,266.14
<u>ROOM TAX</u>		<u>Assigned</u>	<u>Cash for Budget/Debt</u>
Checking (Remaining Expenditures: \$26,340.10)			
		\$95,706.42	
<u>FIRE FUND</u>		<u>Restricted/Assigned</u>	<u>Cash for Budget/Debt</u>
Checking, Money Market (Remaining Expenditures: \$291,955.38)			\$177,810.73
GO Bond Proceeds (Borrowed for property purchase)		\$228,217.48	
Assigned Account		\$33,311.28	
Impact Fee Account (Fire-EMS Share)		\$137,526.28	
		\$399,055.04	\$177,810.73
<u>CAPITAL OUTLAY</u>		<u>Restricted/Assigned</u>	<u>Cash for Budget/Debt</u>
Checking, Money Market (Remaining Expenditures: \$112,567.92)			\$0.00
G.O. Bond Proceeds		\$9,473.97	
Assigned Account		\$67,171.35	
		\$76,645.32	\$0.00
		<u>Restricted/Assigned</u>	<u>Cash for Budget/Debt</u>
		\$3,365,225.73	\$4,406,128.43

RESTRICTED, ASSIGNED & CASH ON HAND (BUDGET & DEBT PMT) 08/18/2015

<u>BANK TOTALS</u>		
Premier Bank (Checking, Money Market)		\$403,965.31
Badger Bank (Checking, Money Market, CD's)		\$1,437,542.52
Local Government Investment Pool (LGIP)		\$0.00
Bank of Lake Mills (Money Market)		\$1,675,287.78
Landmark Credit Union (Money Market & CD)		\$650,000.00
Summit Credit Union (Money Market)		\$647,455.29
Fort Community Credit Union (Money Market)		\$651,185.91
Partnership Bank (Money Market)		\$647,824.13
Greenwoods State Bank (Money Market)		\$347,241.68
Associated Trust (Bond Reserve)		\$1,310,851.54

**Balances reflect what bank balance will be when outstanding checks clear.*

GENERAL ASSIGNED FUNDS UPDATE

Category	Balance	Remaining 2015 Expenditures	Projected Remainder	Description of Expenditures
Ambulance	\$5,666.77	\$5,655.01	\$11.76	equipment replacement
Codification	\$0.00	\$0.00	\$0.00	
CIS/Computers	\$5,380.29	\$3,254.36	\$2,125.93	software upgrade/equipment replacement
DPW Projects	\$1,756.62	\$1,752.63	\$3.99	atv spreader/plasma cutter
Municipal Building Repair	\$16,480.96	\$18,410.00	-\$1,929.04	gutter replacement/seal coat parking lot - both sides
Parks	\$18,578.37	\$0.00	\$18,578.37	
Police	\$4,067.64	\$3,889.05	\$178.59	tactical equipment/radios & equipment
Streets/St Light	\$15,240.70	\$15,000.00	\$240.70	street lighting repair/replacements
2014 Fund Balance	\$116,243.00	\$0.00	\$116,243.00	
Totals:	\$183,414.36	\$47,961.05	\$135,453.31	

FIRE ASSIGNED FUNDS UPDATE

Category	Balance	Remaining 2015 Expenditures	Projected Remainder	Description of Expenditures
Fire Assigned Funds	\$33,311.28	\$17,214.64	\$16,096.64	Computers/Hose/Radio/Sealcoat

8/12/2015 Updated

Impact Fee Report

Category	Balance (includes interest earned)	Remaining 2015 Expenditures	Projected Balance	2015 Expenditures	Projects per 2004 Impact Fee Study (Project Costs/Related Debt)
Public Safety	\$137,526.28	\$0.00	\$137,526.28		Fire/EMS Building
WWTF	\$0.00	\$0.00	\$0.00		WWTP Phase 2, Office/Lab Expansion, Heated Garage
Water System	\$0.00	\$0.00	\$0.00		Well 5 (Auditor ok'd using for Well 3/4)
Parks	\$25,333.53	(\$7,190.00)	\$18,143.53	Debt Payments	Any collected goes to debt for 2005 \$1.925M GO Bonds
Public Works	\$58,698.57	\$0.00	\$58,698.57		Streetscape, Shoreline Restoration, Relocate Brush/Compost
Total Impact Fees:	\$221,558.38	(\$7,190.00)	\$214,368.38		
West Side Street/Utility Fee	\$38,776.32	\$0.00	\$38,776.32		Reconstruct Midge, West (Union to new subdivisions), Connect Streets (Hwy B to Chapel Hill and E/W Connector)
Total Account:	\$260,334.70	(\$7,190.00)	\$253,144.70		

NOTES:
Includes Fees Paid as of: 8/12/2015

ROOM TAX COLLECTION & DISTRIBUTION SUMMARY

Collections

Tax Year	JC Chamber 35%	Village Tourism 35%	Interest	Parks 30%	Tax Collected	Interest	Ascending Total
2005	\$1,767.03	\$1,767.03	\$0.00	\$1,514.59	\$5,048.65	\$0.00	\$5,048.65
2006	\$14,647.09	\$14,647.09	\$265.70	\$12,554.67	\$41,848.85	\$215.11	\$47,378.31
2007	\$22,870.90	\$22,870.90	\$900.58	\$19,603.63	\$65,345.43	\$612.17	\$114,236.49
2008	\$28,442.06	\$28,442.06	\$2,442.39	\$24,378.93	\$81,263.05	\$1,305.17	\$199,247.10
2009	\$28,813.63	\$28,813.63	\$344.05	\$24,697.37	\$82,324.63	\$71.59	\$281,987.37
2010	\$19,291.61	\$19,291.61	\$939.42	\$16,535.67	\$55,118.89	\$29.37	\$338,075.05
2011	\$15,230.42	\$15,230.42	\$151.12	\$13,054.62	\$43,515.46	\$0.00	\$381,741.63
2012	\$21,837.38	\$21,837.38	\$113.55	\$18,717.77	\$62,392.53	\$0.00	\$444,247.71
2013	\$28,349.25	\$28,349.25	\$118.36	\$24,299.36	\$80,997.86	\$0.00	\$525,363.93
2014	\$33,495.33	\$33,495.33	\$96.31	\$28,710.29	\$95,700.95	\$0.00	\$621,161.19
2015	\$17,391.74	\$17,391.74	\$87.39	\$14,907.20	\$49,690.68	\$0.00	\$670,939.25
Collected:	\$232,136.44	\$232,136.44	\$5,458.87	\$196,974.10	\$663,246.97	\$2,233.41	\$7,692.28

Expenditures & Chamber Distribution

Tax Year	Chamber Distribution	Tourism	Parks	Expenditures	Descending Balance
2005	\$1,767.03			\$1,767.03	\$3,281.62
2006	\$14,647.09	\$1,200.00	\$4,673.00	\$20,520.09	\$25,091.19
2007	\$22,870.90	\$2,450.02	\$11,149.61	\$36,470.53	\$55,478.84
2008	\$28,442.06	\$10,832.73	\$20,952.25	\$60,227.04	\$80,262.41
2009	\$28,813.63	\$20,040.89	\$43,465.31	\$92,319.83	\$70,682.85
2010	\$19,291.61	\$60,692.09	\$18,280.97	\$98,264.67	\$28,505.86
2011	\$15,230.42	\$1,180.00	\$8,596.98	\$25,007.40	\$47,165.04
2012	\$21,837.38	\$9,516.45	\$26,172.54	\$57,526.37	\$52,144.75
2013	\$28,349.25	\$8,765.00	\$19,493.79	\$56,608.04	\$133,260.97
2014	\$33,495.33	\$14,911.73	\$27,104.64	\$75,511.70	\$172,450.19
2015	\$17,391.74	\$12,300.00	\$21,318.42	\$51,010.16	\$146,716.56
Expended:	\$232,136.43	\$141,888.91	\$201,207.51	\$575,232.85	

Remaining Funds in Account

Chamber Distribution	Village Tourism	Village Parks	Total Balance
\$0.00	\$95,706.40	\$0.00	\$95,706.40

8/12/2015 Updated

2013 Expenditure Detail:	Tourism	Parks
Park Fee Assistance Thundercats	\$2,200.00	
Repay General for Centennial Pavilion (2013 tax)		\$19,493.79
Transfer to General - 2013 Administration Costs	\$6,465.00	
Johnson Block - Audit	\$100.00	
Total 2013 Expenditures:	\$8,765.00	\$19,493.79

2014 Expenditure Detail:	Tourism	Parks
Park Fee Assistance Thundercats	\$250.00	
Repay General for Centennial Pavilion (2014 tax)		\$27,104.64
Bike Trail Signs	\$96.28	
Transfer to General - 2014 Administration Costs	\$6,465.00	
Johnson Block - Audit	\$450.00	
Chamber Tourism Payment 53420 /Dir of Min	\$7,627.93	
Budget Amendment Resolution	\$22.52	
Total 2014 Expenditures:	\$14,911.73	\$27,104.64

2015 Expenditure Detail:	Tourism	Parks
Park Fee Assistance Thundercats		
Repay General for Centennial Pavilion (2015 tax)		\$21,318.42
Transfer to General - 2014 Administration Costs		
Johnson Block - Audit		
Attorney Fees on New Legislation	\$500.00	
Chamber Tourism Payment 53420 /Dir of Min	\$8,000.00	
Half Fireworks Payment per VB Minutes 1/26/15 & May	\$5,000.00	
Total 2015 Expenditures:	\$12,300.00	\$21,318.42

For the Period: 1/1/2015 to 8/31/2015

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 09 - FIRE							
Revenues							
Dept: 000.000							
411.010 TOWN OF AZTALAN - TAXES	22,592.00	22,592.00	22,592.00	0.00	0.00	0.00	100.0
411.030 TOWN OF FARMINGTON - TAXES	76,034.00	76,034.00	76,034.00	0.00	0.00	0.00	100.0
411.040 TOWN OF MILFORD - TAXES	10,843.00	10,843.00	10,843.00	0.00	0.00	0.00	100.0
411.050 TOWN OF WATERTOWN - TAXES	27,637.00	27,637.00	27,637.00	0.00	0.00	0.00	100.0
411.060 VILLAGE OF JOHNSON CREEK - TAX	249,938.00	249,938.00	249,938.00	0.00	0.00	0.00	100.0
422.200 2% FIRE INSURANCE DUES	9,250.00	9,250.00	9,709.68	0.00	0.00	-459.68	105.0
422.205 2% FIRE DUES FROM TOWNS	6,500.00	6,500.00	3,181.76	0.00	0.00	3,318.24	49.0
448.200 FIRE INSPECTIONS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
479.100 REFUND OF PRIOR YEARS EXPENSE	7,500.00	7,500.00	10,568.73	62.05	0.00	-3,068.73	140.9
479.200 MISCELLANEOUS REVENUES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
479.550 INS REIMBURSEMENTS	6,291.00	6,291.00	2,392.50	377.50	0.00	3,898.50	38.0
481.100 INTEREST ON TEMP INVESTMENTS	1,500.00	1,500.00	1,085.53	143.94	0.00	414.47	72.4
490.100 PROCEEDS FROM LONG TERM DEBT	763,000.00	763,000.00	0.00	0.00	0.00	763,000.00	0.0
499.100 FROM RESERVES	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
Dept: 000.000	1,207,585.00	1,207,585.00	413,982.20	583.49	0.00	793,602.80	34.3
Revenues	1,207,585.00	1,207,585.00	413,982.20	583.49	0.00	793,602.80	34.3
Expenditures							
Dept: 511.700 POLICE FIRE&EMS COMMISSION							
510.300 PER DIEMS EXPENSE	1,000.00	1,000.00	275.00	0.00	0.00	725.00	27.5
520.100 SOCIAL SECURITY EXPENSE	77.00	77.00	0.00	0.00	0.00	77.00	0.0
530.300 OFFICE SUPPLIES EXPENSE	100.00	100.00	0.00	0.00	0.00	100.00	0.0
POLICE FIRE&EMS COMMISSION	1,177.00	1,177.00	275.00	0.00	0.00	902.00	23.4
Dept: 514.100 ADMINISTRATOR							
510.100 FULL-TIME SALARIES EXPENSE	19,368.00	19,368.00	4,464.33	0.00	0.00	14,903.67	23.1
ADMINISTRATOR	19,368.00	19,368.00	4,464.33	0.00	0.00	14,903.67	23.1
Dept: 514.200 CLERK & ASSISTANT							
510.100 FULL-TIME SALARIES EXPENSE	19,368.00	19,368.00	19,311.56	0.00	0.00	56.44	99.7
CLERK & ASSISTANT	19,368.00	19,368.00	19,311.56	0.00	0.00	56.44	99.7
Dept: 514.700 CENTRAL INFORMATION SYSTEMS							
530.900 OUTSIDE SERVICES EXPENSE	1,030.00	1,030.00	0.00	0.00	0.00	1,030.00	0.0
CENTRAL INFORMATION SYSTEMS	1,030.00	1,030.00	0.00	0.00	0.00	1,030.00	0.0
Dept: 515.700 AUDITOR							
530.900 OUTSIDE SERVICES EXPENSE	3,180.00	3,180.00	1,600.00	700.00	0.00	1,580.00	50.3
AUDITOR	3,180.00	3,180.00	1,600.00	700.00	0.00	1,580.00	50.3
Dept: 516.100 ATTORNEY							
530.900 OUTSIDE SERVICES EXPENSE	3,500.00	3,500.00	150.00	0.00	0.00	3,350.00	4.3
ATTORNEY	3,500.00	3,500.00	150.00	0.00	0.00	3,350.00	4.3
Dept: 518.100 RISK MANAGEMENT							
560.110 PROPERTY INSURANCE	1,175.00	1,175.00	0.00	0.00	0.00	1,175.00	0.0
560.120 LIABILITY INSURANCE	3,000.00	3,000.00	1,532.24	0.00	0.00	1,467.76	51.1
560.130 AUTO INSURANCE	9,250.00	9,250.00	4,829.50	0.00	0.00	4,420.50	52.2
560.140 WORKMAN'S COMP INSURANCE	1,550.00	1,550.00	1,058.00	391.00	0.00	492.00	68.3
560.145 ACCIDENT INSURANCE	1,950.00	1,950.00	1,899.00	0.00	0.00	51.00	97.4
RISK MANAGEMENT	16,925.00	16,925.00	9,318.74	391.00	0.00	7,606.26	55.1
Dept: 523.100 FIRE PROTECTION							
510.200 PART-TIME SALARIES EXPENSE	90,257.00	90,257.00	47,563.57	0.00	0.00	42,693.43	52.7
520.100 SOCIAL SECURITY EXPENSE	9,868.00	9,868.00	5,057.43	0.00	0.00	4,810.57	51.3
520.200 WI RETIREMENT FUND EXPENSE	6,813.00	6,813.00	4,403.63	0.00	0.00	2,409.37	64.6
520.300 HEALTH INSURANCE EXPENSE	24,885.00	24,885.00	16,395.31	1,912.66	0.00	8,489.69	65.9
520.700 TRAINING/EDUCATION EXPENSE	3,000.00	3,000.00	846.40	500.00	0.00	2,153.60	28.2

For the Period: 1/1/2015 to 8/31/2015

Original Bud. Amended Bud. YTD Actual CURR MTH Encumb. YTD UnencBal % Bud

Fund: 09 - FIRE

Expenditures

Dept: 523.100 FIRE PROTECTION

520.720 OUTSIDE SEMINARS	500.00	500.00	0.00	0.00	0.00	500.00	0.0
520.740 FIRE PREVENTION DUES & MATERIA	750.00	750.00	457.99	0.00	0.00	292.01	61.1
520.800 OTHER FRINGE BENEFIT EXPENSE	2,725.00	2,725.00	1,100.53	0.00	0.00	1,624.47	40.4
530.100 MISCELLANEOUS EXPENSE	400.00	400.00	151.62	0.00	0.00	248.38	37.9
530.200 UTILITIES EXPENSE	16,000.00	16,000.00	7,214.97	761.14	0.00	8,785.03	45.1
530.250 BUILDING EXPENSES	8,000.00	8,000.00	3,515.76	538.21	0.00	4,484.24	43.9
530.300 OFFICE SUPPLIES EXPENSE	2,000.00	2,000.00	900.08	132.69	0.00	1,099.92	45.0
530.400 OPERATING SUPPLIES EXPENSE	4,000.00	4,000.00	1,676.10	219.76	0.00	2,323.90	41.9
530.500 TRANSPORTATION EXPENSE	4,000.00	4,000.00	2,268.77	730.29	0.00	1,731.23	56.7
530.600 TOOLS & EQUIPMENT EXPENSE	11,000.00	11,000.00	4,902.43	61.61	0.00	6,097.57	44.6
530.700 REPAIRS EXPENSE	10,000.00	10,000.00	3,597.84	1,307.69	0.00	6,402.16	36.0
530.800 PERMITS-FEES-DUES EXPENSE	1,500.00	1,500.00	1,371.00	0.00	0.00	129.00	91.4
530.900 OUTSIDE SERVICES EXPENSE	12,500.00	12,500.00	10,076.47	30.77	0.00	2,423.53	80.6
540.100 CAPITAL OUTLAY	788,000.00	788,000.00	653,421.76	0.00	0.00	134,578.24	82.9

FIRE PROTECTION

	996,198.00	996,198.00	764,921.66	6,194.82	0.00	231,276.34	76.8
--	------------	------------	------------	----------	------	------------	------

Dept: 591.100 DEBT EXPENSE: PRINCIPAL

580.200 FEES & DISCOUNT LONG-TERM NOTE	117,160.00	117,160.00	96,000.00	0.00	0.00	21,160.00	81.9
--	------------	------------	-----------	------	------	-----------	------

DEBT EXPENSE: PRINCIPAL

	117,160.00	117,160.00	96,000.00	0.00	0.00	21,160.00	81.9
--	------------	------------	-----------	------	------	-----------	------

Dept: 591.200 DEBT EXPENSE: INTEREST

580.200 FEES & DISCOUNT LONG-TERM NOTE	27,361.00	27,361.00	19,588.33	5,152.00	0.00	7,772.67	71.6
--	-----------	-----------	-----------	----------	------	----------	------

DEBT EXPENSE: INTEREST

	27,361.00	27,361.00	19,588.33	5,152.00	0.00	7,772.67	71.6
--	-----------	-----------	-----------	----------	------	----------	------

Dept: 599.900 TRANSFERS

590.200 OPERATING TRANSFER TO GENERAL	2,318.00	2,318.00	0.00	0.00	0.00	2,318.00	0.0
---------------------------------------	----------	----------	------	------	------	----------	-----

TRANSFERS

	2,318.00	2,318.00	0.00	0.00	0.00	2,318.00	0.0
--	----------	----------	------	------	------	----------	-----

Expenditures

	1,207,585.00	1,207,585.00	915,629.62	12,437.82	0.00	291,955.38	75.8
--	--------------	--------------	------------	-----------	------	------------	------

Net Effect for FIRE

Change in Fund Balance:	0.00	0.00	-501,647.42	-11,854.33	0.00	501,647.42	0.0
-------------------------	------	------	-------------	------------	------	------------	-----

-501,647.42

Grand Total Net Effect:

	0.00	0.00	-501,647.42	-11,854.33	0.00	501,647.42	
--	------	------	-------------	------------	------	------------	--

For the Period: 1/1/2015 to 8/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Revenues							
Dept: 000.000							
479.150 EMS RUN RECEIPTS PRIOR YEAR	50,000.00	50,000.00	64,408.66	2,791.25	0.00	-14,408.66	128.8

REVENUE/EXPENDITURE REPORT

Village of Johnson Creek

For the Period: 1/1/2015 to 8/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Revenues							
Dept: 000.000							
448.100 EMS RUN RECEIPTS	115,000.00	115,000.00	55,095.14	16,873.41	0.00	59,904.86	47.9

REVENUE/EXPENDITURE REPORT

Village of Johnson Creek

For the Period: 1/1/2015 to 8/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 01 - GENERAL FUND							
Expenditures							
Dept: 523.500 AMBULANCE							
510.200 PART-TIME SALARIES EXPENSE	113,825.00	113,825.00	66,368.16	6,434.88	0.00	47,456.84	58.3
520.100 SOCIAL SECURITY EXPENSE	8,708.00	8,708.00	4,584.93	0.00	0.00	4,123.07	52.7
520.700 TRAINING/EDUCATION EXPENSE	3,500.00	3,500.00	439.00	99.00	0.00	3,061.00	12.5
520.800 OTHER FRINGE BENEFIT EXPENSE	1,000.00	1,000.00	1,238.70	-77.16	0.00	-238.70	123.9
530.100 MISCELLANEOUS EXPENSE	250.00	250.00	282.32	19.00	0.00	-32.32	112.9
530.200 UTILITIES EXPENSE	7,000.00	7,000.00	4,048.19	522.30	0.00	2,951.81	57.8
530.250 BUILDING EXPENSES	2,500.00	2,500.00	1,976.96	28.69	0.00	523.04	79.1
530.300 OFFICE SUPPLIES EXPENSE	1,000.00	1,000.00	413.04	57.40	0.00	586.96	41.3
530.400 OPERATING SUPPLIES EXPENSE	16,000.00	16,000.00	13,962.25	1,662.39	0.00	2,037.75	87.3
530.500 TRANSPORTATION EXPENSE	4,500.00	4,500.00	2,815.32	599.86	0.00	1,684.68	62.6
530.510 AMBULANCE REPAIR & MAINT. EXP	1,300.00	1,300.00	2,293.40	1,304.37	0.00	-993.40	176.4
530.600 TOOLS & EQUIPMENT EXPENSE	0.00	0.00	876.29	0.00	0.00	-876.29	0.0
530.700 REPAIRS EXPENSE	5,000.00	5,000.00	1,219.54	931.60	0.00	3,780.46	24.4
530.800 PERMITS-FEES-DUES EXPENSE	1,000.00	1,000.00	156.00	0.00	0.00	844.00	15.6
530.900 OUTSIDE SERVICES EXPENSE	24,500.00	24,500.00	18,274.47	2,602.75	0.00	6,225.53	74.6
AMBULANCE	190,083.00	190,083.00	118,948.57	14,185.08	0.00	71,134.43	62.6
Expenditures	190,083.00	190,083.00	118,948.57	14,185.08	0.00	71,134.43	62.6
Net Effect for GENERAL FUND	-190,083.00	-190,083.00	-118,948.57	-14,185.08	0.00	-71,134.43	62.6
Change in Fund Balance:			0.00				
Grand Total Net Effect:	-190,083.00	-190,083.00	-118,948.57	-14,185.08	0.00	-71,134.43	

Johnson Creek Fire Department

Income and Expenditures

155A

July 2015

All Phases

Charges	Billing Phase 1	Collections Phases 2 & 3	Total
Collection Placements / Charges	\$1,648.00	\$1,872.03	\$3,520.03
Interest on Delinquent Accounts	\$0.00	\$75.91	\$75.91
Insurance Interest	\$0.00	\$0.00	\$0.00
Transaction Fees	\$0.00	\$0.00	\$0.00
Probate Fees	\$0.00	\$0.00	\$0.00
Subtotal of Charges	\$1,648.00	\$1,947.94	\$3,595.94
Account Transfers	\$0.00	\$1,872.03	\$1,872.03
Credit Summary			
Total Credits - All Types	\$439.55	\$0.00	\$439.55
Total Credit Adjustments	\$0.00	\$0.00	\$0.00
Total Closed Account Adjustments	\$0.00	\$0.00	\$0.00
Total Payments Received (Applied to Acct Bal's)	\$439.55	\$0.00	\$439.55
Total Overpayments (OP)	\$0.00	\$0.00	\$0.00
Total Payments Received (plus overpayments)	\$439.55	\$0.00	\$439.55
Total Overpayment Returns (\$ not deposited)	\$0.00	\$0.00	\$0.00
Total Payments Received (less OP returns)	\$439.55	\$0.00	\$439.55
Less Payment Kept By (PKB, \$ kept by service)	\$0.00	\$0.00	\$0.00
Total Deposits	\$439.55	\$0.00	\$439.55
Summary of Disbursement			
Total Deposits & Payments Kept By	\$439.55	\$0.00	\$439.55
Less Overpayment Refunds (patient / ins reimbursement)	\$0.00	\$0.00	\$0.00
Gross Revenue	\$439.55	\$0.00	\$439.55
Total LifeQuest Fee	\$30.77	\$0.00	\$30.77
Probate Fees	\$0.00	\$0.00	\$0.00
Other / Fees			\$0.00
Total Due LifeQuest	Check #	EFT	\$30.77
Total Service Revenue	\$408.78	\$0.00	\$408.78
Total Payment Kept By	\$0.00	\$0.00	\$0.00
Total Service Payable	\$0.00	\$0.00	\$0.00
Probate Fees	\$0.00	\$0.00	\$0.00
Other / Fees	\$0.00	\$0.00	\$0.00
Total Due Service	Check #	EFT	\$408.78

Messages:

Quality

Speed

Service



Johnson Creek Fire Department

Billing Summary

155A

July 2015

Phase 1 - 7.00%

Charges

Charges	\$1,648.00	
Interest on Delinquent Accounts	\$0.00	
Insurance Interest	\$0.00	
Transaction Fees	\$0.00	
Probate Fees	\$0.00	
Subtotal of Charges		\$1,648.00

Account Transfers

Transferred out of Phase 1	\$0.00	
----------------------------	--------	--

Credit Summary

Total Credits - All Types	\$439.55	
Total Credit Adjustments	\$0.00	
Total Closed Account Adjustments	\$0.00	
Total Payments Received (Applied to Acct Bal's)	\$439.55	
Total Overpayments (OP)	\$0.00	
Total Payments Received (plus overpayments)	\$439.55	
Less Overpayment Returns (\$ not deposited)	\$0.00	
Total Payments Received (less OP returns)	\$439.55	

Net Monthly Activity

\$1,208.45

Summary of Disbursement

Total Deposits & Payments Kept By	\$439.55	
Less Overpayment Refunds (patient / ins reimbursement)	\$0.00	
Gross Revenue	\$439.55	
Total LifeQuest Fee	\$30.77	
Probate Fees	\$0.00	
Total Due LifeQuest	\$30.77	
Total Service Revenue	\$408.78	
Total Payment Kept By	\$0.00	
Total Service Payable	\$0.00	
Probate Fees	\$0.00	
Other / Fees	\$0.00	
Total Due Service	408.78	

Messages:

Quality

Speed

Service

Johnson Creek Fire & Ems Dept

Income and Expenditures

155

July 2015

All Phases

Charges	Billing Phase 1	Collections Phases 2 & 3	Total
Collection Placements / Charges	\$40,852.54	\$16,354.43	\$57,206.97
Interest on Delinquent Accounts	\$0.00	\$710.65	\$710.65
Insurance Interest	\$0.00	\$0.00	\$0.00
Transaction Fees	\$0.00	\$0.00	\$0.00
Probate Fees	\$0.00	\$0.00	\$0.00
Subtotal of Charges	\$40,852.54	\$17,065.08	\$57,917.62
Account Transfers	\$8,753.34	\$7,601.09	\$16,354.43
Credit Summary			
Total Credits - All Types	\$40,151.46	\$8,545.95	\$48,697.41
Total Credit Adjustments	\$24,671.59	\$2,428.04	\$27,099.63
Total Closed Account Adjustments	\$0.00	\$1,933.12	\$1,933.12
Total Payments Received (Applied to Acct Bal's)	\$15,479.87	\$4,184.79	\$19,664.66
Total Overpayments (OP)	\$0.00	\$0.00	\$0.00
Total Payments Received (plus overpayments)	\$15,479.87	\$4,184.79	\$19,664.66
Total Overpayment Returns (\$ not deposited)	\$0.00	\$0.00	\$0.00
Total Payments Received (less OP returns)	\$15,479.87	\$4,184.79	\$19,664.66
Less Payment Kept By (PKB, \$ kept by service)	\$0.00	\$0.00	\$0.00
Total Deposits	\$15,479.87	\$4,184.79	\$19,664.66
Summary of Disbursement			
Total Deposits & Payments Kept By	\$15,479.87	\$4,184.79	\$19,664.66
Less Overpayment Refunds (patient / ins reimbursement)	\$0.00	\$0.00	\$0.00
Gross Revenue	\$15,479.87	\$4,184.79	\$19,664.66
Total LifeQuest Fee	\$1,083.59	\$1,023.04	\$2,106.63
Probate Fees	\$0.00	\$0.00	\$0.00
Other / Fees			\$0.00
Total Due LifeQuest	Check #	EFT	\$2,106.63
Total Service Revenue	\$14,396.28	\$3,161.75	\$17,558.03
Total Payment Kept By	\$0.00	\$0.00	\$0.00
Total Service Payable	\$0.00	\$0.00	\$0.00
Probate Fees	\$0.00	\$0.00	\$0.00
Other / Fees	\$0.00	\$0.00	\$0.00
Total Due Service	Check #	EFT	\$17,558.03

Messages:

Quality

Speed

Service



Johnson Creek Fire & Ems Dept

Billing Summary

155

July 2015

Phase 1 - 7.00%

Charges

Charges	\$40,852.54	
Interest on Delinquent Accounts	\$0.00	
Insurance Interest	\$0.00	
Transaction Fees	\$0.00	
Probate Fees	\$0.00	
Subtotal of Charges		\$40,852.54

Account Transfers

Transferred out of Phase 1	\$8,753.34	
----------------------------	------------	--

Credit Summary

Total Credits - All Types	\$40,151.46	
Total Credit Adjustments	\$24,671.59	
Total Closed Account Adjustments	\$0.00	
Total Payments Received (Applied to Acct Bal's)	\$15,479.87	
Total Overpayments (OP)	\$0.00	
Total Payments Received (plus overpayments)	\$15,479.87	
Less Overpayment Returns (\$ not deposited)	\$0.00	
Total Payments Received (less OP returns)	\$15,479.87	

Net Monthly Activity

\$701.08

Summary of Disbursement

Total Deposits & Payments Kept By	\$15,479.87	
Less Overpayment Refunds (patient / ins reimbursement)	\$0.00	
Gross Revenue	\$15,479.87	
Total LifeQuest Fee	\$1,083.59	
Probate Fees	\$0.00	
Total Due LifeQuest	\$1083.59	
Total Service Revenue	\$14,396.28	
Total Payment Kept By	\$0.00	
Total Service Payable	\$0.00	
Probate Fees	\$0.00	
Other / Fees	\$0.00	
Total Due Service	14,396.28	

Messages:

Quality • Speed • Service

Johnson Creek Fire & EMS Activity Report-July 2015

Date	Time	Location	Level	Transported	Dispatched Description
7/2/2015	7:19	JC	ALS	Yes	EMS was dispatched for an individual with a low blood sugar
7/2/2015	18:54	JC			Fire Department was dispatched for a residential alarm
7/4/2015	0:40	JC			EMS was dispatched for a fast heart rate and cancelled en route
7/4/2015	9:14	JC	ALS	Yes	EMS was dispatched for an individual with a low blood sugar
7/4/2015	16:48	JC	ALS	Yes	EMS responded for an individual with a uncontrollable nose bleed
7/5/2015	17:36	JC	BLS	Yes	EMS and Fire responded for a two vehicle accident with injuries
7/6/2015	9:41	Helenville			Fire provided mutual aid to Helenville fire
7/8/2015	12:52	JC	BLS	no	EMS responded for an individual who had fallen-lift assist only
7/9/2015	4:24	Aztalan	BLS	Yes	EMS responded for an individual with hip pain and combative
7/9/2015	9:40	JC	ALS	Yes	EMS responded to Lakewood Clinict for an individual with chest pains
7/9/2015	14:45	JC	ALS	Yes	EMS responded to Sunset Ridge for an individual who had fallen
7/10/2015	13:22	JC	ALS	Yes	EMS responded for an individual who was short of breath
7/10/2015	16:45	JC	ALS	Yes	EMS and Fire responded for a two vehicle accident with injuries
7/10/2015	16:03	Watertown-town	ALS	Yes	EMS responded for an individual who was short of breath
7/10/2015	16:57	JC	BLS	Yes	704 for second patient from accident call with injuries
7/11/2015	5:53	Aztalan	ALS	Yes	EMS responded for an individual with chest pains
7/11/2015	6:51	Ixonia			Fire provided mutual aid to Ixonia Fire
7/11/2015	10:26	JC	ALS	Yes	EMS responded to Pine Cone for an individual who was having difficulty breathing
7/13/2015	19:54	JC			Fire responded to Master Mold for a flow alarm going off
7/14/2015	15:43	Milford	ALS	Yes	EMS responded for an individual with back pain
7/14/2015	20:42	JC	ALS	Yes	EMS responded for an individual who was unconscious
7/15/2015	4:55	Aztalan	ALS	Yes	EMS responded for an individual who was BNP
7/16/2015	13:24	JC	ALS	Yes	EMS responded to Fort Health Care for a transport
7/15/2016	22:51	Aztalan	BLS	Yes	EMS responded for an individual with back pain
7/17/2015	7:49	JC	ALS	Yes	EMS responded to Sunset Ridge for an individual who had numbness
7/17/2015	14:53	JC	ALS	Yes	EMS responded for an individual with heart trouble
7/18/2015	4:48	JC	BLS	no	EMS responded for a lift assist only
7/18/2015	6:18	Aztalan	BLS	no	EMS responded for a lift assist only
7/19/2015	3:39	Aztalan	ALS	Yes	EMS responded for an individual who had fallen
7/19/2015	14:35	JC	ALS	Yes	EMS responded for an individual with low blood sugar
7/19/2015	19:12	JC			Fire responded to Master Mold for a CO alarm going off
7/20/2015	18:52	JC	ALS	Yes	EMS responded for an individual who had dislocated their knee
7/21/2015	15:00	Lake Mills	BLS	Yes	EMS provided mutual aid to Lake Mills EMS with a transport
7/21/2015	19:46	Milford	ALS	no	EMS responded for a subject who was dizzy but no transport wanted
7/22/2015	20:30	JC	BLS	Yes	EMS responded for an individual who had cut their ankle
7/23/2015	10:11	Farmington			Fire responded for a semi fire
7/24/2015	3:41	Aztalan	BLS	Yes	EMS responded for an individual with stomach pains
7/24/2015	9:03	JC	ALS	Yes	EMS responded for an individual who had a knee replacement
7/24/2015	15:43	Aztalan	ALS	Yes	EMS responded for an individual who possibly had a stroke
7/24/2015	19:12	Aztalan	ALS	Yes	EMS and Fire responded for a two vehicle accident with injuries
7/27/2015	8:24	Farmington	BLS	Yes	EMS responded for an individual with a head injury
7/28/2015	7:50	JC	ALS		EMS responded for an individual who was non responsive
7/28/2015	19:24	JC	ALS	Yes	EMS responded for an individual with flu type symptoms
7/29/2015	0:48	JC	ALS	Yes	EMS responded for an individual with chest pains
7/29/2015	12:22	JC	ALS	Yes	EMS responded for an individual who was short of breath
7/31/2015	16:41	Fort Atkinson			Fire Department provided mutual aid to Fort Atkinson Fire for a barn fire

MABAS

MABAS

MABAS

Total Emergency Responses				
	Johnson Creek	Farmington	T. Watertown	Lake Mills
	28	2	1	1
	Milford	Aztalan	Ixonia	Fort Atkinson
	2	9	1	1
	Helenville			
	1			

3 MABAS calls

Activity Report	
Date	Activity Conducted
7/14/2015	Smoke ventalation and ladder truck driving
7/21/2015	mock set up and size of lines for controlled burn
7/25/2015	controlled burn with emergency evacuations practice
7/29/2015	EMS airway training

July 1, 2015

WB/MANEY - MILLER INSPECTIONS, LLC
Building Inspector: Archie Stigney

PLUMBING PERMITS

<u>Permit #</u>	<u>Date</u>	<u>Address</u>	<u>Parcel #</u>	<u>Owner</u>	<u>Contractor</u>	<u>Type</u>	<u>Fee</u>
-----------------	-------------	----------------	-----------------	--------------	-------------------	-------------	------------

BUILDING PERMITS

<u>Permit #</u>	<u>Date</u>	<u>Address</u>	<u>Parcel #</u>	<u>Owner</u>	<u>Contractor</u>	<u>Type</u>	<u>Fee</u>	<u>Est. Cost</u>
B2015-042	7/1/2015	431 Parkview	141-071244-85	Cunningham	John Michael Homes	Remodel	117.00	\$19,500.00
B2015-043	7/13/2015	1136 Red Oak	141-0715-0634-07	Alvarado	KT Custom Improvements	Deck	40.00	\$16,000.00
B2015-044	7/27/2015	760 Summerset	141-0715-1841-37	Etzel	Stone Brook Homes	NSF	904.00	\$152,568.13
B2015-045	7/27/2015	340 Nature Place	141-0714-1312-75	Schact	Loos Homes	NSF	889.00	\$236,400.00

Total Fees 1,950.00

ELECTRICAL PERMITS

<u>Permit #</u>	<u>Date</u>	<u>Address</u>	<u>Parcel #</u>	<u>Owner</u>	<u>Contractor</u>	<u>Type</u>	<u>Fee</u>
E2015-037	7/6/2015	431 Parkview	141-0714-1244-85	Cunningham	John Michael Homes	Remodel	105.00

HEATING & AC

<u>Permit #</u>	<u>Date</u>	<u>Address</u>	<u>Parcel #</u>	<u>Owner</u>	<u>Contractor</u>	<u>Type</u>	<u>Fee</u>
H2015-030	7/6/2015	425 Resort	141-0714-1213-01	Trek	H & H Mechanical	Commercial	1,422.95
H2015-031	7/6/2015	431 Parkview	141-0714-1244-85	Cunningham	John Michael Homes	Remodel	105.00
Total Fees						1,527.95	

Total Fees 3,582.95
 State Seal -70
 20% Village Retainage -702.59
 Total Due Building Inspector 2,810.36

Incident Summary by Nature**JOHNSON CREEK POLICE DEPT.**

Incidents From: 7/1/2015 to: 7/31/2015

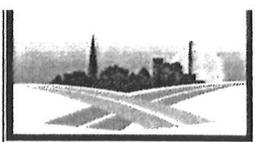
Date Run: 8/19/2015 12:40PM

Nature of Offense	Total
15 Day Equipment Citation	1
15 Day Equipment Warning	7
911 Hangups	4
Abuse of a Child	1
Alarm - Business	2
Alarm - Fire	2
Alarm - Residential	1
Alcohol Operator License Check	4
Animal Complaint	4
Animal Loose	1
Assist - Motorist	6
Assist - Other Law Enforcement Agency	1
Assist Citizen	2
Assist EMS	12
Assist Fire	1
Assist Jefferson County Sheriff Dept.	1
Assist Utility	1
BUSINESS CHECK	9
Child Custody Exchange	3
Civil Dispute	1
Criminal Damage to Property	3
Death Investigation	1
Disorderly Conduct - Warning	3
Family Disturbance	2
Fireworks	1
Found Items / Property	4
Fraud	1
Fraud - NSF Checks	2
Illegal Use of a Telephone	1
Intoxicated Pedestrian	1

Nature of Offense	Total
Lockout - Vehicles	1
Lost Items / Property	3
Loud Noise	1
Mental Health Problem	1
Missing Child	1
Missing Juvenile / Runaway	1
Open Door / Window	2
Operating After Revocation	1
Operating After Suspension	7
Operating Without a License	1
Operating Without Vehicle Insurance	2
PARK CHECK	34
Parking - Blocking Fire Hydrant	1
Parking - Misc. Violation	2
Public Service, Talk, etc.	1
Reckless Driving	1
Registration / Title Violation	2
Residence Check	1
Seatbelt Violation	34
Sexual Assault of a Child	1
Speed Warning	20
Speeding Violation	17
Suspicious Person / Activity	3
Suspicious Vehicle	2
Theft - All Other	3
Theft - From Motor Vehicle	1
Theft - Gas Drive Off	14
Traffic Accident - Hit and Run	1
Traffic Accident - Personal Injury	2
Traffic Accident - Property Damage	6
Traffic Violation - Warning	9
Turn, Stop, Signal Violation	14
Village Ordinance Violation	3
Welfare Check	3

Total Number of Offenses for Period:

279



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 Perkins 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.

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. Refinancing through the Community Development Authority (CDA) would not 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.

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:

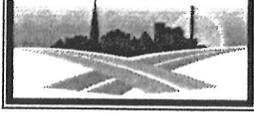
- a. Plan Commission Meeting: August 10th at 5:00 p.m.
- b. Committee of the Whole Meeting: August 10th at 5:30 or immediately following Plan Commission
- c. Village Board: August 24th at 5:30 p.m.

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.



President Swisher called the Village Board meeting to order at 5:25 p.m. The Pledge of Allegiance was recited.

In attendance: President John Swisher, Trustees: Fred Albertz, Randy Bieri, Tim Semo, Donald Smith and Dale Theder. Absent and excused: Kelly Wollschlager. Also in attendance: Administrator Mark Johnsrud, Street Superintendent Lee Trumpf, Fire Chief Jim Wolf, Police Sargent Mike Gosh, 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.

Public Comment

none

Plan Commission

Resolution 81-15 Extraterritorial Subdivision – William & Kathleen Olszewski – Town of Aztalan

A Semo/Theder motion carried to approve Resolution 81-15 an extraterritorial subdivision to create Lot 1, a 4.70 acres parcel by William and Kathleen Olszewski in the Town of Aztalan. This request for extraterritorial subdivision is in compliance with the Village Comprehensive Plan with no additional dedication of right-of-way needed.

Resolution 82-15 Amended Site Plan – Rock River Power Sports – 400 N. Watertown Street

A Smith/Semo motion carried to approve Resolution 82-15 amending the site plan for Rock River Power Sports at 400 N. Watertown Street to approve the amended site plan to permit a total of 640 square feet of signage which includes:

- 1) one on premise monument sign not to exceed twelve feet in height with a maximum sign area not to exceed one hundred sixty (160) square feet to include a back-lit two faced sign of ninety six (96) square feet and a two-faced marquee sign of sixty four (64) square feet, and
- 2) two wall signs not to exceed ninety (90) square feet on the West side of the building, and
- 3) four wall signs not to exceed two hundred (200) square feet on the North side of the building, and
- 4) one wall sign not to exceed fifty (50) square feet on the East side of the building, and
- 5) two wall signs not to exceed one hundred four (104) square feet on the South side of the building, and
- 6) four directional signs of less than nine (9) square feet for each sign, for a total of 640 square feet of total signage.

Resolution 83-15 Site Plan – Badgerland Financial – 815 Wright Road

A Smith/Semo motion carried to approve Resolution 83-15 the site plan for Badgerland Financial to construct a 5,150 square foot building in accordance with the site plan at 815 Wright Road with the final approval of the lighting, landscape and grading by the Village Engineer and Village Planner.

Resolution 84-15 Hotel-Banquet Combination Class B License – Reliance, LLC - DBA: Comfort Suites for 2015-2016

A Bieri/Semo motion carried to approve Resolution 84-15 a hotel-banquet combination Class B license for Reliance, LLC - DBA: Comfort Suites for 2015-2016 and that the license from Inn Ternet Hotels, LLC, David C. Entwistle, agent DBA: Comfort Suites Johnson Creek, be surrendered.

Convene in Closed Session

A Semo/Smith motion carried unanimously to convene into closed session at 5:34 p.m. *Pursuant to Wisconsin Statutes §§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 likely to become*

SPECIAL VILLAGE BOARD MEETING
August 10, 2015

involved – Claim – Jerry and Holly Schmidt – 219 Milwaukee Street – Water Damage and §§19.85(1)(e) deliberating or negotiating the investing of public funds whenever competitive of bargaining reasons require a closed session – Terms Agreement – Steve Kearns & Keagan Properties, LLC - 777 Wright Road)

Reconvene in Open Session

A Semo/Theder motion carried unanimously to reconvene into open session at 6:22 p.m.

Action from Closed Session

The Village has received a claim for property damage at 219 Milwaukee St. owned by Jerry and Holly Schmidt.

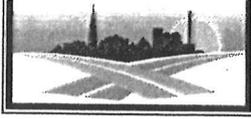
A Theder/Bieri motion carried on a 4-2 roll call vote with Semo and Smith dissenting that the Village shall not acknowledge or admit any liability or damage within the claim but in order to resolve this claim will enter into a settlement agreement to reimburse an amount not to exceed \$2,000 based on actual receipts of completion by July 31, 2016 received by the Village from Jerry and Holly Schmidt. Acknowledgement of this settlement agreement is a full release of all claims known and unknown to the Village by Jerry and Holly Schmidt.

Adjourn

A Semo/Theder motion carried to adjourn at 6:25 p.m.

Joan Dykstra
Village Clerk - Treasurer

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



President Swisher called the Committee of the Whole meeting to order at 6:25 p.m. The Pledge of Allegiance was recited.

In attendance: President John L. Swisher, Trustees: Fred Albertz, Randy Bieri, Tim Semo, Donald Smith and Dale Theder. Absent and excused: Kelly Wollschlager. Also in attendance: Administrator Mark Johnsrud, WWTP Superintendent Aric Mindemann, Street Superintendent Lee Trumpf, Fire Chief Jim Wolf, Police Sergeant Michael Gosh, Planner Mike Slavney, Attorney James Hammes and Clerk-Treasurer Joan Dykstra.

Statement of Public Notice

This meeting was posted and noticed according to law.

Approve July 13, 2015 Committee of the Whole meeting minutes

A Semo/Smith motion carried to amend the July 13, 2015 minutes under employee/department schedule to strike "special meeting" and only have available the schedules.

Minutes of Village Board Meeting of July 20, 2015

For Information Only

Items Noticed for Discussion and Recommendation:

2014 Audit – Assigned Reserves – Administrator Memorandum

A Smith/Bieri motion carried on a 6-0 roll call vote to recommend the Village Board approve assigning the increase to the General Fund balance from the 2014 Budget in the amount of \$116,243 to the General Assigned Fund for future capital purchases with a useful life of greater than one year but less than 10 years.

236-238 Union Street – Administrator Memorandum

Johnsrud reviewed the memorandum for 234-236-238 Union Street. The Wisconsin Department of Natural Resources (WDNR) requires an Asbestos Inspection Report 4500-113 to be completed prior to demolition. In addition all soils to be excavated in the course of demolition must be treated as contaminated unless tested. Johnsrud recommended appropriating funds to complete a hazardous environmental conditions report and a phase II environment of those soil areas to be disturbed prior to bidding. Both of these reports would then be provided in the bid documents for prospective bidders to receive comparable bids.

A Semo/Theder motion carried to recommended bidding with demolition companies for consideration of the Village Board without providing further testing reports.

Preliminary Master Plan – Centennial Park – SAA 2004

The Centennial Park Master Plan prepared by Schreiber Anderson and Associates (SAA) in 2004 was reviewed by Administrator Johnsrud. Cost estimates for a parking lot were \$53,360. Kunkel Engineering prepared a bid and specification document in 2010 and received bids for an 88 stall parking lot and the lowest bidder was \$96,437.

Johnsrud recommended getting an estimated cost of construction for a parking lot based on the bid specs from former Village engineer Kunkel Engineering and discuss with the Capital Improvement Budget process.

A Bieri/Swisher motion carried to recommend getting an estimated costs for an 88 stall parking lot and necessary stormwater from MSA and report back to the Village Board.

Centennial Park – Parking Lot Bids – Kunkel Engineering – 2010 – see above

Preliminary Master Plan - Bell Park Plan – SAA 2004

The Bell Park Master Plan prepared by SAA in 2004 was reviewed by Administrator Johnsrud. Trustee Smith indicated that Bell Park does not provide opportunities for all people to use it with only playground equipment and limited soccer use and would prefer to see a restroom w/pavilion and a basketball court added. Johnsrud stated that a restroom was in the 2012 Capital Budget but was not bid due to opposition from neighbors based on location of the facility on Red Fox Drive.

A Semo/Smith motion carried to open a public hearing on Bell Park plan at 7:22 p.m.

Lisa Schmidt lives near Bell Park and stated she was not in favor of a basketball court in Bell Park. She said soccer is good, leave the green space, include the walking path and if restrooms are put in the doors should face into the park rather than the neighborhood. Heidi Hartz was in favor of leaving the soccer field as it is used in the spring and fall for six weeks through the Joint Recreation Program.

A Semo/Smith motion carried to close the public hearing at 7:31 p.m.

A Semo/Smith motion carried to have MSA provide estimates for a unisex bathroom w/pavilion either located on the curve of Red Fox Drive on the southeast side or the southwest side with doors facing the park and the cost of a basketball court and report back to the Village Board

Internal Control Policy – Purchases

The internal controls policy was amended to read under: Public Works Contracts: Purpose: 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 or any kind.~~

After the procedure paragraph of the Internal Control Policy – Purchases -, an *Exception as to Public Emergency*: was included to read: *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 not longer apply and the established procedure shall be followed.*

A Smith/Semo motion carried to recommend the Village Board approve the change in the internal control policy – purchases.

Room Tax – Attorney Hammes Memorandum

Attorney Hammes stated that in accordance with Wis. Stat. §66.0615 the Village was authorized to expend up to 70% of the amount of room tax collected for tourism development. That option will be eliminated upon the effective date of the legislation. In reviewing the bill as passed the amount collected and required to be used for tourism development must now be forwarded to a commission or a tourism entity. Also, the effect of the room tax 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. Hammes concluded that the definition of “tourism entity” could prohibit the Village from using room taxes that are required to be spent for tourism promotion and development with the Chamber of Commerce and may have to contract with other entities in Jefferson County for the purpose of complying with the statutory requirement for a tourism entity. Johnsrud stated that the Chamber of Commerce could meet the requirements of the statute change if they can prove that 51% of all Chamber revenue is spent on promotion and tourism development. Hammes indicated that the Village would need a contract with the Chamber of Commerce to comply with this provision of the statute.
No action taken.

Loading Zone Request – Schneider Printing – N. Watertown Street

Thomas Schneider requested a loading zone or a one hour parking Monday thru Friday for his commercial building located at 114 N. Watertown St. to allow deliveries and pick-ups due to the new ordinance making it difficult for vendors to unload and customers to load.

Sergeant Gosh said if customers are just dropping off and picking up they are not considered parking. It was recommended to let the property owners be made aware of this allowable activity.

At 8:10 p.m. resumed with agenda item #19.

Cabaret License – St. Gabriel Church – 417 Union St. – Resolution

A Bieri/Albertz motion carried to recommend the Village Board approve the cabaret license for St. Gabriel at 417 Union Street on September 12th from 3:00 p.m. to 8:00 p.m.

New Business – Lasting Skin Solutions, LLC – 215 Hunter’s Glen Ln. – Resolution

A Semo/Bieri motion carried 5-1 with Smith dissenting to recommend the Village Board approve Lasting Skin Solutions, LLC a new business at 215 Hunters Glen Ln.

Operators Licenses – Resolution

A Semo/Bieri motion carried to recommend the Village Board approve operators licenses for Terri A. Jimenez-Schulze and Michelle Ann Solem and approve the letter sent to Hi-Way Harrys and Christopher J. Reeves to deny his operator’s license request.

National Night Out Event – 2016

Previously Chapel Hill Homeowners Association did the National Night Out event but they did not do it this year. Committee suggested reviewing prior to next year’s National Night Out.

Pedestrian Access - Crossing Hwy 26

Smith said he had contacted the DOT and a few years ago we were so close to getting a pedestrian bridge access across HWY 26 but at this time the DOT said there is no funding. Johnsrud stated that a pedestrian bridge over Hwy 26 has been included in past five year capital budgets.

Crosswalk – Wright Road and Deer Crossing

Smith indicated that the neighborhoods East of Hwy 26 do not have pedestrian crossings to allow people to get to the areas of the Village West of Hwy 26. Lee Trumpf stated that Hunters Glen does not have sidewalks. After discussion, a Semo/Smith motion carried to recommend to the Village Board to approve placing a four-way stop at the Wright Rd/Deer Crossing intersection.

Parking Milwaukee Street – School Zone

Theeder questioned if we could make a no parking zone on the south side of Milwaukee St from South Street east to the school entrance.

Recommendation was to have Johnsrud and Swisher meet with Dr. Garvey and Kaltenberg regarding the traffic issue by the school when the children are being picked up after school creating safety issues and report back to the Committee of the Whole.

N. Watertown Street – Traffic and Parking Alternatives – MSA Traffic Study

Discussion regarding alternative parking for short term could include allowing residents with special needs to pave within the five foot side yard setback to the property line and to permit paving within the front yard setback. In addition to permit overnight parking in the municipal parking lot was discussed. Any of these alternatives would have to be approved through zoning code changes with recommendation(s) from the Plan

Asphalt Repair Bids – Fire Station # 1 – Parking Lot - Resolution

The lowest bidder for the asphalt repair at fire station #1 was to PLM Paving and Concrete, Inc. in the amount of \$5,120.

A Theder/Bieri motion carried on a 6-0 roll call vote to recommend the Village Board approve awarding the bid to PLM Paving and Concrete, Inc. in the amount of \$5,120 for the parking lot asphalt repair at fire station #1.

Fire Station # 2 Bonding – Administrator Memorandum

Johnsrud reviewed a memorandum regarding expenditures to construct the fire station #2 building. Construction funding was paid through a temporary loan from the Village General Fund and the Fire Department cash account. Johnsrud recommendation to approve GO 2015 bond in the amount of \$655,000, and use impact fees in the amount of \$137,489.38, and to repay the general fund \$700,000 plus interest of 3% and repay the fire cash account for the construction of fire station #2.

A Semo/Theder motion carried 6-0 on a roll call vote to recommend the Village Board approve borrowing \$655,000 for the fire station #2 building.

Case End-Loader – Repairs – Miller – Bradford – Risberg – Invoices – 2015 Capital Budget – Resolution

Johnsrud stated that the Case end loader is being repaired on a time and material basis by the Case dealer Miller-Bradford and Risberg. Invoices to be paid to date are approximately \$20,000. The 2015 Capital Budget authorizes up to \$35,000 for repairs. Invoices will be paid with final approval of the Village Board.

Addendum C to Mutual Aid Box Alarm System Agreement (MABAS) – Resolution

Clerk Joan Dykstra indicated that the previous MABAS agreement had been approved by the Village Board in 2007 but was not signed. Wisconsin Emergency Management has updated the MABAS agreement for consideration and approval.

A Smith/Semo motion carried to recommend the Village Board approve the Addendum C to the mutual aid box alarm system agreement.

Transfer Impact Fees for General Obligation Debt Service – Resolution

A Semo/Bieri motion carried on a 6-0 roll call vote to recommend the Village Board approve the transfer of \$3,895 from the parks and recreation impact fee account to the general fund surplus account for the interest payment on the \$1,165,000 refinancing of the \$1,925,000 borrowing related to park improvements.

Library Budget to Assigned Reserves from 2014 Budget – Resolution

A Smith/Albertz motion carried to recommend the Village Board approve transferring \$2,671 from the 2014 Library fund balance cash account to assigned reserves account with \$1,200 to strategic planning and \$1,471 for staffing.

Rock River Coalition – Membership and Clean-Up Day

A Smith/Semo motion carried to recommend the Village Board approve a municipal membership in the amount of \$125 to the Rock River Coalition and provide a dumpster for their clean-up-day. The dumpster at the DPW will be moved for the day of clean up.

At this time the Village Board moved to item #27 loading zone request of Schneider Printing on N. Watertown Street.

Commission by public hearing and adopted by ordinance. Johnsrud also said he contacted Dodge County by the recommendation of Jefferson County on the best procedure on how to remove the center lines on N. Watertown St.

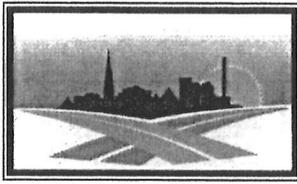
Recommendation was for Johnsrud to send a reminder letter to all homeowners of the no parking on N. Watertown St effective September 1st.

Adjourn

A Smith/Albertz motion carried to adjourn at 8:50 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.



ADMINISTRATOR REPORT

August 24, 2015

VILLAGE OF JOHNSON CREEK ADMINISTRATIVE SUMMARY – Administrator Mark Johnsrud

Enclosed is the Village of Johnson Creek Administrator's Report for August 24, 2015.

Update – 2015 Wisconsin Department of Revenue Net New Construction Growth

The Village of Johnson Creek is the fastest growing incorporated municipality in Jefferson County for the sixth straight year. 2015 net new construction growth as determined by the WDOR was \$5,643,800 or 1.92% of equalized value. Of this total the Village actively incented \$2,462,500 or .83% net new construction growth. Without these efforts the Village net new construction growth would have placed us about average for Jefferson County. Congratulations to the Village Board for your efforts.

Update - 2015 Wisconsin Department of Revenue Equalized Valuation

The Village 2015 total equalized value according to the WDOR grew by \$2,063,900 or .70% to \$296,300,300. This percentage of growth is less than the growth in equalized value of the other taxing jurisdictions within the Johnson Creek School District for 2015.

Update – 2015 Wisconsin Department of Administration – Population

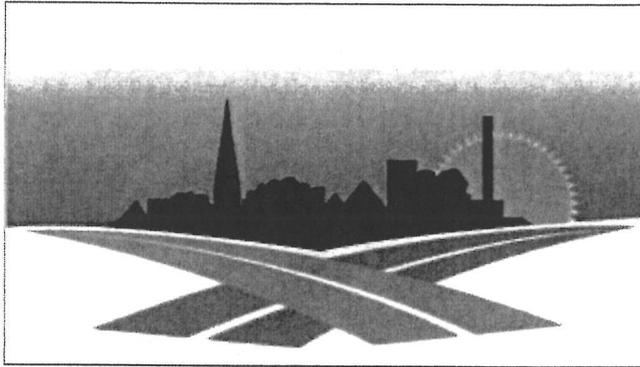
The Village population as January 1, 2015 is 2,908 according to the WDOA.

Update - Utilities

The Village has communicated the benefits of auto-pay electronic payment to water and waste water utility customers in the newsletter and through direct mail. To date 362 utility customers pay their bills through the use of auto-pay electronic payment out of 1100 metered users.

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 92-15

**APPROVING AN AMENDED AND RESTATED LEASE OF
CERTAIN PROPERTY AND IMPROVEMENTS BY THE VILLAGE, AND
APPROVING THE ISSUANCE OF \$1,740,000* COMMUNITY DEVELOPMENT LEASE
REVENUE BONDS, SERIES 2015 (TAX INCREMENTAL DISTRICT NO. 2)
BY THE COMMUNITY DEVELOPMENT AUTHORITY, AND
APPROVING RELATED DOCUMENTS AND TRANSACTIONS**

Village Board 08-24-15

Requested by: Community Development Authority

Introduced by: Village President John Swisher

QB\35981931.1

RESOLUTION 92-15

**APPROVING AN AMENDED AND RESTATED LEASE OF
CERTAIN PROPERTY AND IMPROVEMENTS BY THE VILLAGE, AND
APPROVING THE ISSUANCE OF \$1,740,000* COMMUNITY DEVELOPMENT LEASE
REVENUE BONDS, SERIES 2015 (TAX INCREMENTAL DISTRICT NO. 2)
BY THE COMMUNITY DEVELOPMENT AUTHORITY, AND
APPROVING RELATED DOCUMENTS AND TRANSACTIONS**

WHEREAS, the Community Development Authority of the Village of Johnson Creek, Wisconsin (the "Authority") has determined certain property located in Tax Incremental District No. 2, as amended (the "Blighted Property") to be blighted within the meaning of Section 66.1333, Wisconsin Statutes;

WHEREAS, the Authority has acquired a portion of the Blighted Property described on Exhibit A hereto (the "Project Property") from the Village of Johnson Creek, Wisconsin (the "Municipality"), and is carrying out a program of blight elimination on the Blighted Property, consisting of project costs and public improvements included in the Project Plan for Tax Incremental District No. 2, as amended (collectively, the "Project");

WHEREAS, the Authority has heretofore issued its Community Development Refunding Lease Revenue Bonds, Series 2007A (Tax Incremental District No. 2), dated November 8, 2007 (the "2007 Bonds") and Community Development Refunding Lease Revenue Bonds, Series 2013 (Tax Incremental District No. 2), dated October 7, 2013 (the "2013 Bonds") (the 2007 Bonds and 2013 Bonds shall be collectively referred to herein as the "Prior Bonds") for the purpose of financing a portion of the Project;

WHEREAS, the Project Property and certain of the improvements described on Exhibit B hereto (the "Leased Improvements") were leased to the Municipality pursuant to an Amended and Restated Lease Agreement, dated as of October 7, 2013;

WHEREAS, the Authority has authorized the borrowing of \$1,740,000* and the issuance and sale of Community Development Lease Revenue Bonds, Series 2015 (Tax Incremental District No. 2), dated September 15, 2015 (the "Bonds"), the proceeds of which shall be used to finance project costs and public improvements listed in the Project Plan for Tax Incremental District No. 2, as amended and refund the Municipality's outstanding General Obligation Refunding Promissory Notes, Series 2011B, dated March 1, 2011 (the "2011 Notes") which were issued for that purpose;

WHEREAS, the Authority has submitted a report on the Amended and Restated Lease Agreement, dated September 15, 2015 (the "Lease") to this Village Board, has duly noticed and conducted a public hearing on the Lease, and has approved the Lease;

WHEREAS, the Authority has also requested that the Municipality enter into an Amended and Restated Contribution and Cooperation Agreement (the "Contribution and Cooperation Agreement") in connection with the issuance of the Bonds;

WHEREAS, Section 66.1333(13), Wisconsin Statutes, authorizes the Village to lend or contribute funds to assist a redevelopment project, Section 66.1105(2)(f)1.a., Wisconsin Statutes, provides that the amount of contributions made under Section 66.1333(13) in connection with implementation of the project plan is an eligible tax increment project cost and Section 66.1105(2)(f)1.b. permits the Municipality to recover "financing costs" related to tax increment projects from tax increment revenues; and

WHEREAS, the development of the Project is included in the project plan for the Municipality's Tax Incremental District No. 2 (the "District");

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Johnson Creek as follows:

Section 1. Approval of the Conveyance of the Project Property. The transfer to the Authority of the Project Property which has been previously accomplished is ratified and approved.

Section 2. Approval of the Lease. The lease, in substantially the form attached hereto as Exhibit C and incorporated herein by this reference, is hereby approved and the President and Village Clerk/Treasurer are hereby authorized to execute and deliver the Lease for and on behalf of the Municipality. The rentals paid under the Lease shall be "financing costs" under Section 66.1105(2)(f)1.b., Wisconsin Statutes, to the extent they constitute the payment of principal or interest on the Bonds. The Village Board covenants for the benefit of the owners of the Bonds that, subject to annual appropriation of the Lease rental payments, all funds in the special fund of the District will be used first to make the rental payments due under the Lease and only after the rental payments have been paid in full for any particular year shall funds in said special fund be used to pay any other project costs of the District. The amounts collected by the Municipality on the special assessments levied for the Project shall also be used to make rental payments under the Lease, subject to annual appropriation by the Village Board, and only after the rental payments have been paid in full for any particular year shall such special assessment proceeds be used to pay other project costs. The Village Board finds that the rental payments due under the Lease are at the fair market value for the Project Property and the improvements to be leased pursuant to the Lease.

Section 3. Statement of Intent to Appropriate. The Village Board acknowledges that the projected tax increment to be derived from the District may not be realized and that the increment, together with special assessment collections, may therefore be insufficient to make payments under the Lease sufficient to pay all debt service on the Bonds as it becomes due. The Municipality hereby declares that it fully expects and anticipates that, if such a shortfall occurs, it

will appropriate funds from other available revenues of the Municipality sufficient to fund any such shortfall in order to meet its obligation to make rental payments under the Lease sufficient to pay when due all principal of and interest on the Bonds, provided however, that such payment shall be subject to annual appropriation by the Village Board and shall be subject to the Municipality's quiet enjoyment of the property and improvements leased pursuant to the Lease.

Section 4. Approval of the Contribution and Cooperation Agreement. The Contribution and Cooperation Agreement in substantially the form attached hereto as Exhibit D and incorporated herein by this reference is hereby approved and the President and Village Clerk/Treasurer are hereby authorized to execute and deliver the Contribution and Cooperation Agreement for and on behalf of the Municipality.

Section 5. Approval of the Bonds. The terms of the Bonds authorized by the Authority at its meeting duly noticed, held and conducted on August 24, 2015 are ratified and approved. The Municipality covenants that it will not dissolve the Authority until all of the Bonds have been paid or discharged within the meaning of the resolution authorizing their issuance. The Municipality hereby designates the Bonds to be "qualified tax-exempt obligations" pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. Undertaking to Provide Continuing Disclosure. The Municipality, as the obligated person with respect to the Bonds within the meaning of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"), hereby covenants and agrees, for the benefit of the holders of the Bonds, to enter into a written undertaking (the "Undertaking") required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the holders of the Bonds or by the original purchaser of the Bonds on behalf of such holders (provided that the holders' and purchaser's right to enforce the provisions of the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Municipality to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

The President and Village Clerk/Treasurer shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Municipality's Undertaking.

Section 7. Redemption of the 2011 Notes. The Municipality hereby calls the 2011 Notes for redemption on September 24, 2015. The Municipality hereby directs its officers and agents to cause notice of redemption, in substantially the form attached hereto as Exhibit E, to be provided at the time and in the manner provided thereon. All actions heretofore taken by the officers and agents of the Municipality to effectuate the redemption of the 2011 Notes are hereby ratified and approved.

EXHIBIT A

DESCRIPTION OF THE PROPERTY ACQUIRED BY THE AUTHORITY

The property dedicated for public road purposes located within Tax Incremental District No. 2 of the Village of Johnson Creek, as amended, described in the attached map, and all public improvements located thereon and thereunder (subject to any existing liens and encumbrances upon such property).

Section 8. Execution and Delivery of Documents. The President and Village Clerk/Treasurer are hereby authorized for and in the name of the Municipality to execute and deliver the Lease, the Contribution and Cooperation Agreement and any and all additional documents as may be necessary or desirable to effectuate the sale of the Bonds and the completion of the transactions contemplated hereby.

Adopted, approved and recorded this 24th day of August, 2015.

President
(SEAL)

Attest:

Village Clerk/Treasurer

EXHIBIT B

DESCRIPTION OF LEASED IMPROVEMENTS

All municipally owned sewer mains and laterals, water mains and laterals, storm sewer pipes, and related appurtenances and equipment located or to be located within Tax Incremental District No. 2 of the Village of Johnson Creek, Wisconsin, as amended.

EXHIBIT C

AMENDED AND RESTATED LEASE AGREEMENT

between

COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF JOHNSON CREEK

and

VILLAGE OF JOHNSON CREEK, WISCONSIN

THIS AMENDED AND RESTATED LEASE AGREEMENT is made and entered into as of the 16th day of September, 2015 by and between the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF JOHNSON CREEK, a Wisconsin municipal corporation (the "Authority"), and the VILLAGE OF JOHNSON CREEK, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "Municipality").

DRAFT

DRAFT

WITNESSETH:

WHEREAS, the Authority has acquired and is currently in possession of the real estate described in Exhibit A hereto (the "Project Property"); and

WHEREAS, the Authority is carrying out a program of blight elimination on the Project Property located in Tax Incremental District No. 2 of the Municipality, as amended, consisting of project costs and public improvements listed in the Project Plan for Tax Incremental District No. 2, as amended (collectively, the "Project"); and

WHEREAS, the Authority has heretofore financed a portion of the costs of the Project through the issuance of its Community Development Refunding Lease Revenue Bonds, Series 2007A (Tax Incremental District No. 2), dated November 8, 2007 (the "2007 Bonds") and Community Development Refunding Lease Revenue Bonds, Series 2013 (Tax Incremental District No. 2), dated October 7, 2013 (the "2013 Bonds") which were secured by an Amended and Restated Lease Agreement, dated as of October 7, 2013 between the Authority and the Municipality (the "2013 Lease"); and

WHEREAS, the Authority now finds it necessary and desirable to finance additional portions of the Project and to refund the Municipality's General Obligation Refunding Promissory Notes, Series 2011B, dated March 1, 2011 (the "2011 Notes") issued for that purpose, through the issuance of its Community Development Lease Revenue Bonds, Series 2015 (Tax Incremental District No. 2), dated September 15, 2015 (the "2015 Bonds") which are also to be secured by the 2013 Lease on a party with the 2007 Bonds and 2013 Bonds; and

WHEREAS, in connection with the issuance of the 2015 Bonds, the Authority finds it necessary and desirable to amend and restate the 2013 Lease so that it secures the outstanding 2007 Bonds, 2013 Bonds and 2015 Bonds (collectively, the "Bonds"); and

WHEREAS, pursuant to the provisions of Sections 66.1335 and 66.1333(9) of the Wisconsin Statutes, the Authority has the power to lease real property and personal property in its possession to a public body for use in accordance with a redevelopment plan; and

WHEREAS, the Municipality desires to lease the Project Property and the portion of the Project described in Exhibit B hereto (the "Leased Improvements") (collectively, the Project Property and the Leased Improvements shall be referred to as the "Leased Property") from the Authority; and

WHEREAS, the execution, delivery and performance of this Amended and Restated Lease Agreement have been duly authorized by the Municipality and the Authority and all conditions, acts and things necessary and required by the Constitution and Statutes of the State of Wisconsin to exist, to have happened, or to have been performed precedent to or in the execution and delivery of this Amended and Restated Lease Agreement, do exist, have happened and have been performed in regular form, time and manner

NOW, THEREFORE, in consideration of the rents, covenants and agreements herein reserved, mentioned and contained on the part of the Municipality, its successors and assigns, to be paid, kept and performed, the Authority by these presents does hereby agree to lease, demise and let to the Municipality, and the Municipality does hereby consent to said leasing and hereby takes and hires, upon and subject to the conditions hereinafter expressed, the Leased Property.

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions. The following terms shall have the following meanings in this Lease unless the text expressly or by necessary implication requires otherwise:

"Additional Rentals" means the additional rentals payable by the Municipality pursuant to Section 3.2(b) hereof.

"Annual Debt Service Requirement" means the amount of principal and interest payable on the Bonds in any year.

"Authority" means the Community Development Authority of the Village of Johnson Creek, Wisconsin, a Wisconsin municipal corporation.

"Bonds" means the outstanding 2007 Bonds, 2013 Bonds and 2015 Bonds issued by the Authority to finance or refinance costs of the Project.

"Commencement Date" means the date of commencement of the Leasehold Term as provided in Section 3.1 hereof.

"Debt Service Fund" means the Debt Service Fund established by the Authority in connection with the issuance of the Bonds.

"Fiscal Agent" means Associated Trust Company, National Association, Green Bay, Wisconsin the fiscal agent and trustee for the Bonds or any successor or successors thereto.

"Lease" means this Amended and Restated Lease Agreement dated as of September 15, 2015.

"Leased Improvements" means the improvements described in Exhibit B hereto.

"Leased Property" means the Project Property and all fixtures thereto, and the Leased Improvements.

"Leasehold Term" means the term of this Agreement as provided in Section 3.1 hereof.

"Municipality" means the Village of Johnson Creek, Wisconsin, a municipal corporation and political subdivision.

"Municipality Representative" means the President, the Village Clerk/Treasurer or such other officer of the Municipality as is appointed by the Village Board to act on behalf of the Municipality under this Agreement.

"Owner" or "Owners" means, with respect to the Bonds when in book-entry-only form, the beneficial owner or owners of the Bonds.

"Project" means the program of blight elimination to be carried out by the Authority, consisting of project costs and public improvements included in the Project Plan for Tax Incremental District No. 2, as amended.

"Project Property" means the real estate described in Exhibit A hereto.

"Quiet Enjoyment" means the right of the Municipality to peacefully and quietly have, hold and enjoy the Leased Property and to use the Leased Property for the purposes intended or permitted by this Agreement.

"Rentals" means the rentals payable by the Municipality pursuant to Section 3.2(a) hereof.

"Reserve Account" means the Reserve Account established for the Bonds pursuant to the Resolutions.

"Reserve Requirement" means the Reserve Requirement as defined in the Resolutions.

"Resolutions" means the resolutions authorizing the issuance of the Bonds adopted by the Authority on October 17, 2007, September 23, 2013 and August 24, 2015.

"2007 Bonds" means the Community Development Refunding Lease Revenue Bonds, Series 2007A (Tax Incremental District No. 2) dated November 8, 2007.

"2013 Bonds" means the Community Development Refunding Lease Revenue Bonds, Series 2013 (Tax Incremental District No. 2), dated October 7, 2013.

"2015 Bonds" means the Community Development Lease Revenue Bonds, Series 2015 (Tax Incremental District No. 2), dated September 15, 2015.

Section 1.2 Use of Phrases. The following provisions shall be applied whenever appropriate herein:

"Herein", "Hereby", "hereunder", "hereof" and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion of this Lease in which any such word is used.

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or the plural.

-11-

ARTICLE III

TERM AND RENTS

Section 3.1 Term. The term of the Lease pursuant to this Agreement shall commence as of September 15, 2015. This Agreement shall expire on December 1, 2023, unless the parties shall sooner terminate this Agreement by mutual agreement; provided, however, that the end of said term shall not be advanced nor shall this Agreement expire or be terminated so long as the Bonds shall be outstanding; provided, further, that when the Authority shall have fully paid (or provided for the payment of) all of the principal and interest on the Bonds, this Agreement shall automatically terminate.

Section 3.2 (a) Rentals. During the Leasehold Term the Municipality agrees to pay to the Fiscal Agent for the Authority, without deduction or offset (except as described in the following paragraph), rental payments ("Rentals") semi-annually on May 1 and November 1 of each year commencing on November 1, 2015. The rental payable on any date shall be an amount equal to the sum of the following:

- (1) The amount of principal payable on the Bonds on the next succeeding debt service payment date for the Bonds, whether such principal is payable at maturity or upon mandatory redemption; and
- (2) The amount of interest payable on the Bonds on the next succeeding debt service payment date for the Bonds.

The schedule of principal and interest payments on the Bonds is shown on Exhibit C attached hereto and incorporated by this reference.

The amount of any Rental payable by the Municipality shall be reduced by the amount of investment earnings, contributions by the Municipality and other monies on deposit in the Debt Service Funds for the Bonds (excluding monies on deposit in the Reserve Account).

(b) Additional Rentals. If, during the Leasehold Term, the amount on deposit in the Reserve Account for the Bonds falls below the Reserve Requirement, the Municipality agrees to pay to the Fiscal Agent for the Authority, without deduction or offset (except as described in the following paragraph), additional rental payments ("Additional Rentals") monthly on the first day of each month until the Reserve Requirement is again on deposit in the Reserve Account. The Additional Rental payable on any date shall be the amount initially required to make the amount on deposit in the Reserve Account equal to the Reserve Requirement, divided by the number of months initially remaining to the next interest payment.

The amount of any Additional Rental payable by the Municipality shall be reduced by the amount of investment earnings, contributions by the Municipality or other monies deposited into the Reserve Account.

-13-

Wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and the plural and to cover all genders.

Unless otherwise provided, any determinations or reports hereunder which require the application of accounting concepts or principles shall be made in accordance with generally accepted accounting principles.

ARTICLE II

COMPLETION OF THE PROJECT

The Municipality agrees that it will make all contracts and do all things necessary to cause the Project to be constructed and equipped, acting in the name of and for the Authority as holder of title to the Leased Property. Title to the Leased Property and all equipment acquired with proceeds of the Bonds and all fixtures thereto shall be held by the Authority subject to this Lease.

The Municipality agrees that in order to effectuate the purposes of this Lease, it will make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper, all for the construction and equipping of the Project, acting for the Authority as holder of title to the Leased Property. So long as this Lease is in full force and effect, the Municipality shall have full power to carry out the acts and agreements provided in this Section, and such power is granted and conferred under this Lease to the Municipality, and is accepted by the Municipality and shall not be terminated or restricted by act of the Authority or the Municipality, except as provided in this Section.

The Municipality agrees to construct the Project, acting in the name of and for the Authority as holder of title to the Leased Property, through the application of moneys to be disbursed from the Construction Fund.

The Authority hereby assigns to the Municipality all its rights and power to enforce in the name of the Municipality or the name of the Authority such purchase orders or contracts as are required for the completion of the Project which enforcement may be at law or in equity; provided however, that the assignment made by the Authority herein shall not prevent the Authority from asserting said rights and powers in its own behalf or on behalf of the owners of the Bonds; and provided further that upon request the Authority shall cooperate with the Municipality at the Municipality's expense in enforcing any such purchase orders or contracts.

The Authority shall not be responsible for, nor shall it pay, more than the proceeds from the sale of the Bonds together with any income or gain thereon resulting from investments of such amount for the completion of the Project.

-12-

The Additional Rentals shall become payable upon receipt by the Municipality of notice of a deficiency in the Reserve Account.

The obligation of the Municipality to pay Rentals and Additional Rentals is conditioned upon (a) the Municipality's "Quiet Enjoyment" of the Leased Property and (b) annual appropriation of the rental payment by the Municipality. The parties acknowledge that the Leased Property is being leased at its fair market value.

Section 3.3 Debt Service on Bonds. The Authority covenants and agrees that the Rentals payable hereunder shall be used only to pay the principal of and interest on the Bonds, as provided in the Resolution and that no Rentals shall be used to pay operating expenses of the Authority.

The Authority covenants and agrees that the Additional Rentals payable hereunder shall be used only to replenish the Reserve Account.

Section 3.4 Payment of Costs and Expenses. If the Municipality defaults under any provisions of this Agreement and the Authority employs attorneys or incurs other expenses for the collection of payments due or for the enforcement of performance or observance of any other obligation or agreement on the part of the Municipality herein contained, the Municipality agrees that it will on demand therefor pay to the Authority the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Authority.

Section 3.5 Not Debt. Notwithstanding anything to the contrary herein contained by implication or otherwise, the obligations of the Municipality created by or arising out of this Agreement shall not be general debt obligations of the Municipality and do not constitute or give rise to charges against its general credit or taxing powers.

Section 3.6 Repairs and Maintenance. The Municipality covenants and agrees throughout the Leasehold Term to maintain the Leased Property and keep the same in as good order and condition as the same are in upon the effective date of this Lease.

Section 3.7 Utilities. The Municipality agrees to pay or cause to be paid all charges for gas, electricity, light, heat or power, telephone or other communication service, or any other service used, rendered or supplied upon or in connection with the Leased Property during the Leasehold Term and to protect the Authority and save it harmless against any liability or damages on such account. The Municipality shall also procure any and all necessary permits, licenses or other authorizations thereafter required for the lawful and proper installation and maintenance upon the Leased Property of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such services to and upon the Leased Property.

Section 3.8 Prepayment. The Authority authorizes the Municipality, in its stead, to call the Bonds for redemption prior to maturity, in whole or in part, pursuant to the terms and conditions of the applicable Resolution, provided that the Municipality shall prepay its Rentals hereunder so that the Rentals suffice to pay the principal of, premium, if any, and interest on the Bonds due at the time of redemption. The Municipality agrees that it shall not make any

-14-

prepayments of Rentals due under this Lease without calling for redemption the applicable Bonds, without the consent of the Authority.

Section 3.9 Pledge and Assignment to Fiscal Agent. Simultaneously with the delivery of this Lease, the Authority shall pledge and assign to the Fiscal Agent all of the Authority's right, title and interest in and to this Lease Agreement and all of the Authority's right to receive payments hereunder. The Municipality consents to such pledge and assignment and agrees that the Fiscal Agent enforce any and all rights, privileges and remedies of the Authority under or with respect to this Lease.

ARTICLE IV COVENANTS OF MUNICIPALITY

Section 4.1 Restriction on Use. The Municipality covenants that the Leased Property shall be used for public purposes. The Authority, covenants and agrees that the Leased Property shall be and remain open to and available for public use to the same extent and in the same manner as if the Leased Property were owned by the Municipality. The Municipality and the Authority agree that, during the term hereof, no portion of the Leased Property shall be sold to, leased to or otherwise used by a private party for an amount which would cause the Bonds to become "private activity bonds" under the provisions of the Internal Revenue Code and the regulations promulgated thereunder.

Section 4.2 Public Liability Insurance. The Municipality shall maintain or cause to be maintained during the Leasehold Term general public liability insurance against all claims for personal injury, death or property damage for which any of the parties might be liable, occurring upon, in or about the Leased Property or any buildings, facilities, sidewalks, streets and passageways, therein or thereon, such insurance to afford protection to the parties to the limit of not less than \$1,000,000 per occurrence and \$1,000,000 in aggregate per year in respect of personal injury and death and property damage, or such other limits as may be mutually agreed upon.

Section 4.3 Hazard Insurance: (a) The Municipality shall cause any structures that are part of the Leased Property to be continually insured during the Leasehold Term against damage or destruction by fire, windstorm and any other loss or damage customarily insured in comparable structures in an amount equal to the replacement value of the property.

(b) In case of damage, loss or destruction of the Leased Property, or any part thereof, or any lost fixtures or equipment thereof during the Leasehold Term, the proceeds of any insurance which pertains to such premises, fixtures and equipment shall be used and applied by the Municipality as promptly as possible to repair, restore, rebuild or replace the same as nearly as possible to the condition existing prior to such damage, loss or destruction.

(c) In consideration of the provisions of this Agreement giving and granting to the Municipality exclusive possession, custody and control of the Leased Property, the Municipality hereby assumes all risks during the Leasehold Term in connection with any damage, loss or

-15-

destruction of the Leased Property, or any part thereof, or any fixtures or equipment thereof from any and all causes whatsoever, and, in the event of any such damage, loss or destruction, the Municipality covenants and agrees to repair, restore, rebuild or replace the same as nearly as possible to the condition they were in immediately prior to such damage, loss or destruction either from the proceeds of insurance as hereinabove in this Section 4.3 provided, or, to the extent such proceeds of insurance are insufficient or unavailable therefor, from available appropriations of moneys derived from other sources.

Section 4.4 Compliance with Laws and Regulations. The Municipality agrees that throughout the Leasehold Term it will promptly comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and local governments and agencies and departments thereof which are applicable to the Municipality and the Leased Property, and whether or not the same requires structural repairs or alterations, which may be applicable to the Leased Property, the fixtures or equipment thereof, or the sidewalks, curbs and parking areas adjoining the demised premises, or the use or manner of use of the Leased Property. The Municipality will also observe and comply with the requirements of all policies and arrangements of insurance at any time in force during the Leasehold Term of this Agreement with respect to the Leased Property and the fixtures and equipment thereof.

Section 4.5 Alterations and Additions to Leased Property. The Municipality shall have the right at any time and from time to time during the Leasehold Term, without liability to the Authority, to make such changes, alterations and additions, structural or otherwise, to the Leased Property and any fixtures and equipment thereof, now or hereafter located on the Leased Property, as the Municipality shall deem necessary or desirable in connection with the use of the Leased Property. All such changes, alterations and additions when completed shall be of such a character as not to reduce or otherwise adversely affect the value of the Leased Property or the rental value thereof. The cost of any such change, alteration or addition shall be promptly paid and discharged so that the Leased Property shall at all times be free of liens for labor and materials supplied to the Leased Property, provided, however, that the Municipality may in good faith contest any lien if adequate security is provided during the pendency of proceedings so that the Leased Property is not in danger of being lost through lien foreclosure or otherwise. All alterations, additions and improvements to the Leased Property shall be and become a part of the realty covering the Leased Property.

Section 4.6 Covenants Against Waste. The Municipality covenants during the term of the Lease not to do or suffer or permit any waste or damage, disfigurement or injury to the Leased Property or any building or improvement now or hereafter on the Leased Property or the fixtures or equipment thereof.

Section 4.7 Municipal Budget; Consequences of Non-Appropriation. The Municipality hereby covenants that its staff will include the Rentals and Additional Rentals to become due hereunder in its annual budget as submitted to the Village Board of the Municipality for approval during each year of the Leasehold Term, and further covenants that its staff will request the necessary appropriation from the Village Board and will exhaust all available administrative reviews and appeals in the event that portion of the budget is not approved. The Municipality reasonably believes, expects and intends that funds will be budgeted and appropriated sufficient

-16-

to make all payments of Rentals and Additional Rentals during the term of this Lease Agreement.

If the Village Board of the Municipality in any year does not budget and appropriate the Rentals and Additional Rentals to become due during the next succeeding year, the Municipality will provide written notice to that effect to the Authority, to the Fiscal Agent and to Robert W. Baird & Co. Incorporated, Milwaukee, Wisconsin, the original purchaser of the Bonds, no later than 15 days after adoption and approval of that annual budget. This Lease Agreement shall terminate 30 days after notice of any non-appropriation has been given by the Municipality to the Authority, and the Municipality shall, upon such termination, peacefully quit, surrender and deliver up to the Authority, its successors or assigns, the Leased Property in good condition, ordinary wear and tear excepted. Upon such termination, in the event any of the Leased Property has become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, the Municipality shall repair or replace such Leased Property at the Municipality's sole cost prior to surrender of the Leased Property to the Authority, with said repair or replacement subject to the Authority's reasonable approval.

The Municipality will also, whether or not the Rentals and Additional Rentals due under this Agreement are budgeted and appropriated, furnish the Authority, Robert W. Baird & Co. Incorporated, Milwaukee, Wisconsin and the Fiscal Agent with a copy of its annual budget within 15 days of its adoption. All obligations of the Municipality arising under this Lease Agreement during the Municipality's occupancy of the Leased Property shall survive this Lease Agreement.

Section 4.8 Tax Covenant. The Municipality and the Authority covenant for the benefit of the Owners of the Bonds that they will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the Municipality and the Authority or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code and applicable Regulations, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 15(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustments applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income, or (iii) would subject the Municipality or the Authority to any penalties under Section 148 of the Code. The foregoing covenant shall remain in full force and effect, notwithstanding the payment in full or defeasance of the Bonds, until the date on which all obligations of the Municipality and the Authority in fulfilling the above covenant under the Code have been met.

-17-

ARTICLE V

ASSIGNMENT, SUBLETTING AND MORTGAGING

Section 5.1 Assignment and Subleasing by the Municipality. This Lease may not be assigned by the Municipality for any reason. However, the Leased Property may be subleased, as a whole or in part, by the Municipality without the necessity of obtaining the consent of the Authority, subject, however, to each of the following conditions:

(a) The Leased Property may be subleased, in whole or in part, only to an agency or department or political subdivision of the State, or to another entity or entities if, in the opinion of nationally recognized municipal bond counsel retained by the Municipality, such sublease will not cause the Municipality to violate its tax covenant in Section 4.8 hereof.

(b) This Lease, and the obligations of the Municipality hereunder, shall at all times during the Leasehold Term remain obligations of the Municipality, and the Municipality shall maintain its direct relationships with the Authority notwithstanding any sublease; and

(c) The Municipality shall furnish or cause to be furnished to the Authority a copy of any sublease agreement.

Except as permitted in this Section 5.1, so long as the Bonds are outstanding, neither the Authority nor the Municipality shall mortgage, assign or pledge its interests in the Leased Property or any rentals payable with respect thereto.

Section 5.2 Priority of Lease. No sublessee or assignee of the Leased Property shall mortgage, assign or pledge its interest in the Leased Property or any rentals payable with respect thereto unless such mortgage, assignment or pledge shall be subordinate to this Agreement.

ARTICLE VI CONDITIONS OF LEASE

Section 6.1 Merger of Interest. It is mutually agreed by the parties hereto that so long as the Bonds are outstanding, the leasehold interest and estate created by this Agreement shall not be merged or deemed to be merged with any reversionary interest and estate of the Municipality in the Leased Property.

Section 6.2 Right to Inspect. The Municipality covenants and agrees during the Leasehold Term to permit the Authority and the authorized agents and representatives of the Authority or the owners of the Bonds to enter the Leased Property at all times during usual business hours for the purpose of inspecting the same.

Section 6.3 Character of Lease. It is mutually agreed that the Lease granted under this Agreement is an absolutely "net" lease and notwithstanding any language herein to the contrary,

-18-

it is intended and the Municipality expressly covenants and agrees that all rentals and other payments herein required to be made by the Municipality to the Authority shall be made without notice or demand and without set-off, counterclaim, abatement, suspension, deduction or defense, and shall be net payments to the Authority, meaning that the Authority is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the maintenance, preservation, repair, restoration, reconstruction, insuring or protection of the Leased Property or any part thereof, all such obligations being the responsibility of the Municipality.

Section 6.4 **Condition of Premises.** The Municipality, prior to the occupancy thereof, and at all times thereafter, shall fully familiarize itself with the physical condition of the Leased Property and any improvements, fixtures and equipment thereof. The Authority makes no representations whatever in connection with the condition of the Leased Property or the improvements, fixtures or equipment thereof, and the Authority shall not be liable for any latent or patent defects therein.

Section 6.5 **Consent to Suit.** The Municipality hereby consents and agrees to the institution of any and all actions, including mandamus, against the Municipality or any of its officers which may arise out of this Agreement and, to the extent permitted by law, the Municipality waives resort prior to the bringing of any such action by the Authority, as lessor hereunder, or its assignees to any administrative claim procedure provided in the Wisconsin Statutes.

Section 6.6 **Enjoyment of Leased Property.** The Authority hereby covenants that the Municipality shall during the Leasehold Term peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the Authority, except as expressly required or permitted by this Lease. The Authority shall not interfere with the quiet use and enjoyment of the Leased Property by the Municipality during the Leasehold Term so long as no event of default shall have occurred under the Lease. The Authority shall, at the request of the Municipality and at the cost of the Municipality, join and cooperate fully in any legal action in which the Municipality asserts its right to such possession and enjoyment. In addition, the Municipality may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property and shall be joined in any action affecting its liabilities hereunder.

Section 6.7 **Transfer of Title.** Upon full and final payment of all Bonds (or if all Bonds shall, prior to maturity or redemption date thereof, have been discharged within the meaning of the applicable Resolution) and of all amounts due under this Lease Agreement,

(a) this Lease Agreement shall terminate and neither the Municipality nor the Authority nor any Owner of the Bonds shall thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested; and

(b) title to the Leased Property shall, without any further payment, be transferred to the Municipality, and the Authority shall execute any document of conveyance reasonably requested by the Municipality to evidence such transfer.

-19-

If to the original Purchaser:
Robert W. Baird & Co. Incorporated
777 East Wisconsin Avenue
25th Floor
Milwaukee, WI 53202

If to the Fiscal Agent:
Associated Trust Company, National Association
200 North Adams Street
Green Bay, WI 54301

Any party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

Section 7.7 **Severability.** If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provisions or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Agreement contained, shall not affect the remaining portions of this Agreement, or any part thereof.

Section 7.8 **No Waivers.** Failure of the Authority or the Municipality to exercise its rights in connection with any breach or violation of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by the Authority shall not be deemed to be a waiver of any preceding breach by the Municipality of any term, covenant or condition of this Agreement, other than the failure of the Municipality to pay the particular rental so accepted, regardless of the Authority's knowledge of such preceding breach at the time of acceptance of such rent.

Section 7.9 **Recording.** Either party hereto may record this Lease Agreement, or a memorandum or short form hereof, executed by both of such parties, in the office of the Registrar of Deeds for Jefferson County, Wisconsin.

Section 7.10 **No Personal Liability.** Under no circumstances shall any officer, elected official or employee of the Municipality or the Authority have any personal liability arising out of this Lease Agreement, nor shall any party seek or claim any such personal liability.

Section 7.11 **Beneficiaries of Agreement.** This Agreement has been entered into by the Municipality and the Authority for the benefit of the Municipality, the Authority and the Owners of the Bonds, and is not revocable by the Municipality or the Authority prior to the payment in

-21-

Section 7.1 **Amendments.** No modification, alteration or amendment to this Agreement shall be binding upon either party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

Section 7.2 **Successors.** Except as limited or conditioned by the express provisions hereof, the provisions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 7.3 **Governing Law.** The laws of the State of Wisconsin shall govern this Agreement.

Section 7.4 **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

Section 7.5 **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

Section 7.6 **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified or registered mail, postage prepaid, or by prepaid telegram addressed as follows:

If to the Municipality:
Village of Johnson Creek
Attention: Village Clerk/Treasurer
Village Hall
125 Depot Street
P.O. Box 238
Johnson Creek, WI 53038

If to the Authority:
Community Development Authority of the Village of Johnson Creek
Attention: Executive Director
125 Depot Street
P.O. Box 238
Johnson Creek, WI 53038

-20-

full of the Bonds. This Agreement shall be binding upon and inure to the benefit of the Municipality and the Authority and shall constitute a third party beneficiary contract for the benefit of the Owners of the Bonds. Nothing in this Lease Agreement expressed or implied is intended or shall be construed to give any person other than the Municipality, the Authority and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions or provisions therein or herein contained; all such covenants are for the sole and exclusive benefit of the Municipality, the Authority and the Owners of the Bonds.

-22-

IN WITNESS WHEREOF, the Village of Johnson Creek, Wisconsin, has caused these presents to be executed by its President and Village Clerk/Treasurer and its seal affixed, and the Community Development Authority of the Village of Johnson Creek has caused these presents to be executed by its Chairperson and Executive Director, all as of the day and year first hereinabove set forth.

VILLAGE OF JOHNSON CREEK, WISCONSIN

(SEAL)

By _____ President

And _____ Village Clerk/Treasurer

COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF JOHNSON CREEK

By _____ Chairperson

Attest _____ Executive Director

STATE OF WISCONSIN)
) SS
COUNTY OF JEFFERSON)

On the _____ day of _____, 2015, before me, a Notary Public in and for said County, personally appeared John L. Swisher and Joan Dykstra, the President and Village Clerk/Treasurer, respectively, of the above-named Village of Johnson Creek, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and known to me to be such President and Village Clerk/Treasurer of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers; that they know the seal of said municipal corporation; that the seal affixed to said instrument is the seal of said municipal corporation; that said instrument was signed and sealed on behalf of said municipal corporation by authority of its governing body pursuant to resolution passed and approved; and that said persons severally acknowledged the execution of said instrument to be the free and voluntary act and deed of said municipal corporation by it being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Name (Printed):
Notary Public
Jefferson County, Wisconsin
My Commission: _____

STATE OF WISCONSIN)
) SS
COUNTY OF JEFFERSON)

EXHIBIT A

DESCRIPTION OF THE PROPERTY

On the _____ day of _____, 2015, before me, a Notary Public in and for said County, personally appeared Dale Theder and Mark Johnsrud, the Chairperson and Executive Director, respectively, of the Community Development Authority of the Village of Johnson Creek, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Chairperson and Executive Director of said Authority, and acknowledged that they executed the foregoing instrument as such officers; that said instrument was signed by them as such officers of and on behalf of said Authority by authority of its Commissioners, and the said Authority acknowledged the execution of said instrument to be the free and voluntary act and deed of said Authority by it being freely and voluntarily executed.

The property dedicated for public road purposes located within Tax Incremental District No. 2 of the Village of Johnson Creek, as amended, described in the attached map and all public improvements located thereon and thereunder (subject to any existing liens and encumbrances upon such property).

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

Name (Printed):
Notary Public
Jefferson County, Wisconsin
My Commission: _____

This document was drafted by:
Rebecca A. Speckhard
Charles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

EXHIBIT B
DESCRIPTION OF LEASED IMPROVEMENTS

All municipally owned sewer mains and laterals, water mains and laterals, storm sewer pipes, and related appurtenances and equipment located or to be located within Tax Incremental District No. 2 of the Village of Johnson Creek, Wisconsin, as amended, described on the map attached to Exhibit A.

EXHIBIT C
SCHEDULE OF DEBT SERVICE PAYMENTS ON THE
OUTSTANDING 2007 BONDS, 2013 BONDS AND 2015 BONDS

(SEE ATTACHED)

DRAFT

DRAFT

EXHIBIT D
AMENDED AND RESTATED
COOPERATION AND CONTRIBUTION AGREEMENT

THIS AMENDED AND RESTATED CONTRIBUTION AND COOPERATION AGREEMENT made and entered into as of the 15th day of September, 2015, by and between the Community Development Authority of the Village of Johnson Creek, Wisconsin (the "Authority") and the Village of Johnson Creek, Wisconsin (the "Village") witnesseth:

WHEREAS, the Authority was created by the Village Board of the Village pursuant to the provisions of Section 66.1335, Wisconsin Statutes (the "Act"), and

WHEREAS, under the provisions of the Act and Section 66.1333, Wisconsin Statutes, community development authorities have the power to purchase real property necessary or incidental to a redevelopment project; to lease, sell or otherwise dispose of the same in accordance with a redevelopment plan; and to issue bonds and other forms of indebtedness; and

WHEREAS, the Authority has financed a program of blight elimination on certain property located in Tax Incremental District No. 2 of the Village, consisting of project costs and public improvements listed in the Project Plan for Tax Incremental District No. 2, as amended (collectively, the "Project"); and

WHEREAS, the Authority has heretofore issued its Community Development Lease Refunding Revenue Bonds, Series 2007A (Tax Incremental District No. 2), dated November 3, 2007 (the "2007 Bonds") and Community Development Refunding Lease Revenue Bonds, Series 2013 (Tax Incremental District No. 2), dated October 7, 2013 (the "2013 Bonds") to provide funds to finance a portion of the Project; and

WHEREAS, the Authority now intends to issue Community Development Lease Revenue Bonds, Series 2015 (Tax Incremental District No. 2), dated September 15, 2015 (the "2015 Bonds") to finance an additional portion of the cost of the Project and to refund the Municipality's General Obligation Refunding Promissory Notes, Series 2011B, dated March 1, 2011 (the "Refunding") which were issued for that purpose; and

WHEREAS, in connection with the issuance of the 2015 Bonds, the Authority finds it necessary to amend and restate the Amended and Restated Contribution and Cooperation Agreement dated October 7, 2013 to additionally provide support for the 2015 Bonds; and

WHEREAS, the Authority has requested that the Village assist in providing additional support to facilitate the marketing of the 2015 Bonds; and

WHEREAS, the Project and the issuance of the 2007 Bonds, 2013 Bonds and 2015 Bonds (collectively, the "Bonds") will assist the Authority in carrying out the purposes for which it was created;

NOW, THEREFORE, in consideration of the premises and the mutual promises of the Village and the Authority hereinafter set forth, the Village and the Authority do hereby agree and covenant as follows:

ARTICLE I
COVENANTS OF THE AUTHORITY

Section 1.1. The Authority will proceed with all possible diligence to accomplish the financing of the Project through the issuance of the Bonds.

Section 1.2. The Authority will provide access to all of its books and records relating to the Bonds to the Village's financial officials, or their designees, during the normal business hours of the Authority. Upon request, said officials or designees shall be permitted to make copies of said books and records, or any portions thereof.

ARTICLE II
COVENANTS OF THE VILLAGE

Section 2.1. At the time of the delivery of the 2015 Bonds, if necessary, funds will be deposited in the Reserve Account securing the 2015 Bonds. If, at any time, the balance in the Reserve Account falls below the Reserve Requirement defined in the Resolution of the Authority authorizing the issuance of the 2015 Bonds (the "Reserve Requirement"), the Village covenants that it will pay to the Fiscal Agent for the Authority an amount sufficient to restore the Reserve Account to the Reserve Requirement. For the purpose of determining the balance in the Reserve Account, investments held therein shall be valued at cost plus interest accrued thereon.

Section 2.2. On or before October 1 of each year the Authority will file with the Village Clerk/Treasurer, and Robert W. Baird & Co. Incorporated, Milwaukee, Wisconsin, the original purchase of the Bonds, the Authority's estimate of the amount of the Village's obligation under Section 2.1 of this Agreement during the next succeeding fiscal year, and the staff of the Village will include such amount in the Village budget as submitted to the Village Board for the next succeeding fiscal year. If the Village Board in any year does not budget and appropriate the amount of the Village's obligation as estimated by the Authority, the Village will provide written notice to that effect to the Authority, to the Fiscal Agent for the Bonds, and to Robert W. Baird & Co. Incorporated, no later than 15 days after adoption and approval of the annual budget for that year.

At any time that the balance in the Reserve Account falls below the Reserve Requirement, the Authority will immediately file with the Village Clerk/Treasurer its written claim for the amount, due to the Authority hereunder, which claim shall be processed pursuant to Section 62.12(8) of Wisconsin Statutes or any successor thereto then in effect.

Within 30 days of receipt of a claim from the Authority, the Village will pay to the Fiscal Agent for the Authority the full amount of its obligation out of any funds available and appropriated by the Village Board for that purpose.

Any payment by the Village pursuant to Section 2.1 shall be a donation in assistance of the Authority, and the Authority shall not be liable for any repayment thereof.

Section 2.3. The Village will not dissolve Tax Incremental District No. 2 of the Village unless and until all of the Bonds have been paid or have been discharged within the meaning of the resolutions adopted by the Authority authorizing the issuance of the Bonds.

ARTICLE III
OTHER PROVISIONS

Section 3.1. This Agreement is made for the benefit of the Village, the Authority and the owner or owners of the Bonds, and any payments receivable hereunder by the Authority from the Village may be pledged and assigned by the Authority as security for the payment of the principal of and interest on the Bonds. This Agreement shall constitute a third party beneficiary contract for the benefit of the beneficial owner or owners of the Bonds.

Section 3.2. This Agreement shall not be abrogated, amended, modified or supplemented at any time when any Bonds are outstanding and unpaid, without the consent of the owners of all of the Bonds which are outstanding and have not been discharged, except that this Agreement may be amended without the consent of the owners of any of the Bonds in order to meet the requirements of Section 12(c) of the resolution authorizing the issuance of the Bonds relating to the issuance of additional parity bonds.

Section 3.3. This Agreement shall not have any effect whatsoever, and shall be absolutely void, unless and until the Bonds have been issued, sold and delivered.

Section 3.4. Simultaneously with the delivery of this Agreement, the Authority shall pledge and assign to the Fiscal Agent for the Bonds all of the Authority's right, title and interest in and to this Agreement and all of the Authority's right to receive payments hereunder. The Village consents to such pledge and assignment and agrees that the Fiscal Agent enforce any and all rights, privileges and remedies of the Authority under or with respect to this Agreement.

Section 3.5. In case any section, subsection or clause of this Agreement shall be held invalid, the invalidity thereof shall not affect any other portion of this Agreement and all other portions of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Village and the Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

VILLAGE OF JOHNSON CREEK, WISCONSIN
(SEAL)
By: _____
President

Village Clerk/Treasurer
COMMUNITY DEVELOPMENT AUTHORITY
OF THE VILLAGE OF JOHNSON CREEK,
WISCONSIN
By: _____
Chairperson

Executive Director

EXHIBIT E
NOTICE OF FULL CALL*

Regarding

VILLAGE OF JOHNSON CREEK
JEFFERSON COUNTY, WISCONSIN
GENERAL OBLIGATION REFUNDING PROMISSORY NOTES, SERIES 2011B
DATED MARCH 1, 2011

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called by the Village for prior payment on September 24, 2015 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
03/01/2016	\$1,320,000	2.60%	479070EP5

The Village shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before September 24, 2015.

Said Notes will cease to bear interest on September 24, 2015.

By Order of the
Village Board
Village of Johnson Creek
Village Clerk/Treasurer

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervision, Ball Notification Department, 370 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to September 24, 2015 and to the MSRB.

In addition, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website www.emmabond.org.

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

VILLAGE OF JOHNSON CREEK

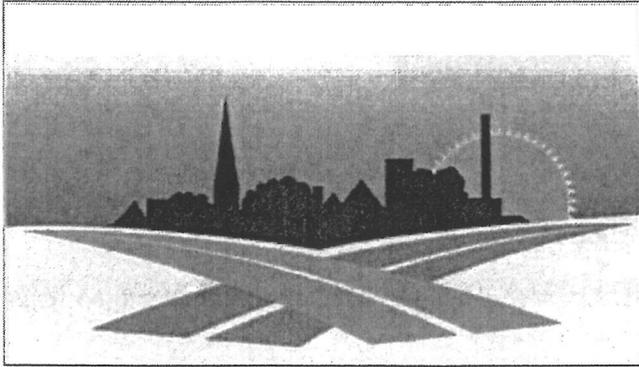
BY: _____
John L. Swisher, Village President

ATTEST:

Joan Dykstra, Clerk-Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 85-15

CABARET LICENSE
ST. GABRIEL CHURCH
417 UNION ST.

Village Board 8-24-15

Requested by: Committee of the Whole

Introduced by: Village President John L. Swisher

RESOLUTION 85-15

CABARET LICENSE
ST. GABRIEL CHURCH
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 Church, 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

RECEIVED
JUL 29 2015

PAID

JUL 29 2015

VILLAGE OF JOHNSON CREEK
125 Depot Street, PO Box 238, Johnson Creek, WI 53038 920-699-2296

CABARET LICENSE APPLICATION - CHAPTER 115

At the time of filing the application, the license fee and application fee shall be paid to the Village Clerk. This application must be completed at least 30 days prior to date of use. (Attach map of location)

Cabaret License Fees - Village Code - Chapter 33 - Fees
Annual \$300 \$ _____

Short-term (3 days or less) \$ 35 \$ 35

Application Fee \$ 25 \$ _____

Date(s) Event: 9/12/15 Time(s) Event: 3 PM - 8 PM

Premises licensed: Johnson Creek Community Center

Full Name of person taking out license: STEPHEN CALTO FOR St. Pauline Catholic Church

Full Address of applicant: (street, city, state, zip)
128 Michelle Dr
Johnson Creek; WI
53038

Phone # 920-541-4860

Date of birth: 1-16-80

Driver's License # _____

Please list any experience in operating a Cabaret licensed event:
Church Fund Raising Picnic
~~Police at Johnson Creek~~

Have you been convicted of violating any federal, state or local laws? No

Name of person or company owning the premises for which an application is being filed, and location:
Village of Johnson Creek

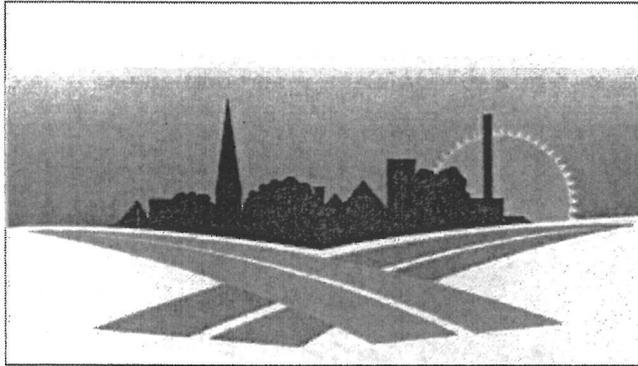
Amount Paid at time of application \$ 35.00

Signature of Applicant [Signature] Date: 7-29-15

Signature of Administrator _____	Date _____
Signature of Clerk: <u>[Signature]</u>	Date <u>7/29/15</u>
Signature of Chief of Police _____	Date _____

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 86-15

GENERAL FUND TO GENERAL ASSIGNED FUND FROM 2014 BUDGET

Village Board 8-24-15

Requested by: Committee of the Whole

Introduced by: Village President John L. Swisher

RESOLUTION 86-15

GENERAL FUND TO GENERAL ASSIGNED FUND FROM 2014 BUDGET

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

WHEREAS, the Village Board is granted the authority to transfer unspent budgeted funds to a General Assigned Fund account, and

WHEREAS, 2014 General Fund actual revenues exceed budgeted revenues by \$85,022 and 2014 General Fund actual expenditures were \$13,777 less than budgeted, and

WHEREAS, 2014 Transfers in from Room Tax exceeded budgeted revenues by \$1,870 and Taxes from Regulated Utilities exceeded budgeted revenues by \$15,574, and

WHEREAS, the General Fund showed a total excess of \$116,243 based on the 2014 Budget, and

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

NOW THEREFORE BE IT RESOLVED that the Committee of the Whole recommends to the Village Board of Trustees of the Village of Johnson Creek to direct the Clerk-Treasurer to transfer \$116,243 from the 2014 General Fund Balance to the General Assigned Fund,

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

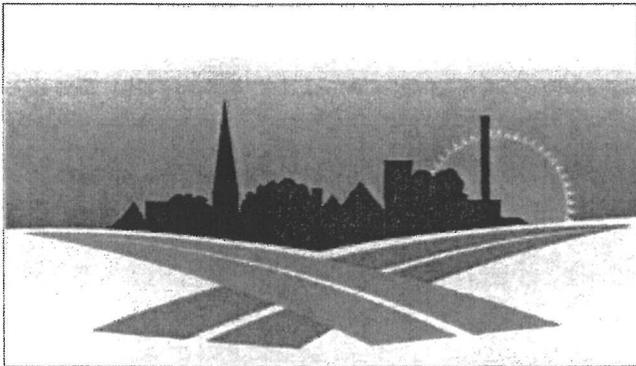
John L. Swisher, Village President

ATTEST:

Joan Dykstra, Clerk-Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 87-15

NEW BUSINESS
LASTING SKIN SOLUTIONS, LLC
215 HUNTERS GLEN LN

Village Board 8-24-15

Requested by: Committee of the Whole

Introduced by: Village President John L. Swisher

RESOLUTION 87-15

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



July 29, 2015

Village of Johnson Creek
Business Use and Zoning Compliance Application

Re: Application for Accessory Use, Professional Home Office
215 Hunters Glen Ln
Johnson Creek WI 53038
Parcel # 141-0715-1841-004

The purpose of this letter is for approval residential Accessory Use for the property located at 215 Hunters Glen Lane, Johnson Creek, WI 53038 (R1-Residential-Sewered).

To substantiate a favorable review by yourself and the Zoning Committee, I am presenting the information associated with this request in accordance with Village of Johnson Creek ordinance 250-43, Accessory Land Uses.

To comply with the various ordinance stipulations, the following testimony is provided:

- The principal structure is in fact present. Built in 2001, the structure is a single family detached home on 0.64 acres.
- In accordance with Accessory Use stipulations in the ordinance, the intended accessory use is incidental to the principal use.
- **Accessory Use.** The intended Accessory Use for review and consideration for Committee approval is for using part of my residence as a **Professional Home Office.**
 - I am licensed as a Physician Assistant (PA) since 1988 by the Medical Board of Wisconsin.
 - I have previously operated private clinics in Madison, Delafield/Oconomowoc since 1999. At this point in my career, it is my desire to downsize by closing both offices and have a small home based office out of the two rooms in the lower level of the new home.
 - My practice specializes in non-surgical, no down time skin treatments to improve the health and appearance of the skin with the procedures being conducted in a quiet, comfortable, medical spa environment.
 - As stipulated in Zoning Ordinance No. 11, the office will not exceed 30% of the residence, and no more than one (1) nonresident person will be employed.
- **Traffic.** I typically see 1-2 patients each hour during normal office hours: 9 AM to 5pm with an occasional extension in to the early evening to accommodate clients schedules. No weekend hours are available and all appointments are by appointment only.

7617 Mineral Point Rd., Suite 202, Madison, WI 53717 • 608-662-7762

Patients can park in the the driveway, or on the street. Their presence and movements will reasonably not be any different than that of a typical residence in the subdivision.

- **Sign.** I plan to display a simple, non-lighted, 14" x 14" (3 sq ft) sign, containing my business logo to assist clients in locating my residential clinic. The sign will be discretely affixed to the residence, facing the road. It will not be lit.
mounted at the far S. end of the home (garage exterior wall), between the two existing windows (see rendition below, depicting the sign viewed from the street).



- **Performance Standards.** I have reviewed and can assure you and the Committee that my practice shall fully comply with the performance standards outlined in section 250-43. Specifically, as the residence owner and business owner, I will personally ensure the following ordinance standards are met at all times:

- | | | |
|--|--|----------------------------------|
| <input type="checkbox"/> Compliance | <input type="checkbox"/> Toxic or Noxious Matter | <input type="checkbox"/> Fly Ash |
| <input type="checkbox"/> Sound | <input type="checkbox"/> Glare | <input type="checkbox"/> Smoke |
| <input type="checkbox"/> Vibration | <input type="checkbox"/> Heat | |
| <input type="checkbox"/> Radioactivity | <input type="checkbox"/> Dust | |
| <input type="checkbox"/> Odor | | |

Please let me know if there are any further steps you require prior to review by the Zoning Committee. I can be reached on my cell phone at 608.334.6675.

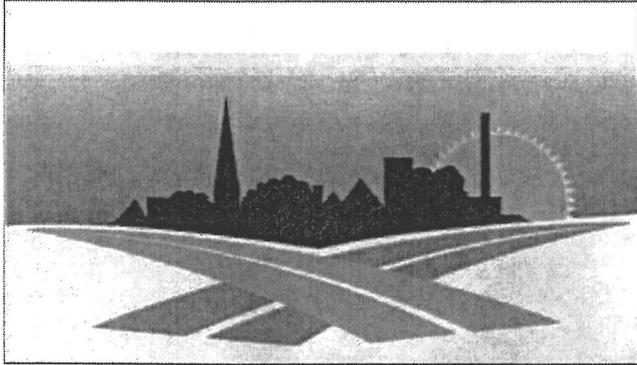
Sincerely,

Kimberly K. Schuchardt-Cornell, President & CEO
Lasting SkinSolutions, LLC

7617 Mineral Point Rd., Suite 202, Madison, WI 53717 · 608-662-7762

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 88-15

OPERATORS LICENSES 2015/2016

Village Board 8-24-15

Requested by: Committee of the Whole

Introduced by: Village President John J. Swisher

RESOLUTION 88-15

OPERATORS 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.

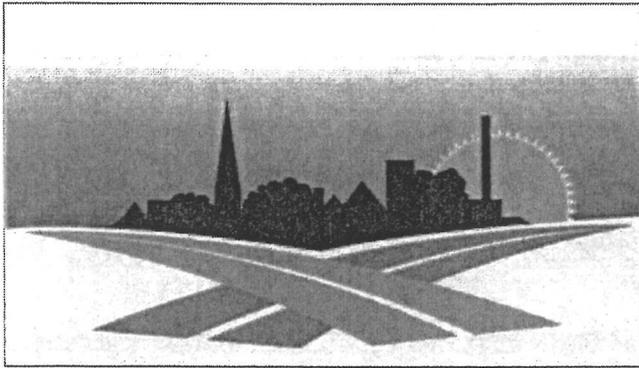
John L. Swisher, Village President

ATTEST:

Joan Dykstra, Clerk-Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 89-15

LIBRARY FUND TO LIBRARY ASSIGNED FUND FROM 2014 BUDGET

Library Board 8-5-15

Village Board 8-24-15

Requested by: Committee of the Whole

Introduced by: Village Trustee Tim Semo

RESOLUTION 89-15

LIBRARY FUND TO LIBRARY ASSIGNED FUND 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 Library Assigned Fund, and

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 Library Assigned Fund,

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 Library Assigned Fund,

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 Fund 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 Library Assigned Fund 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.

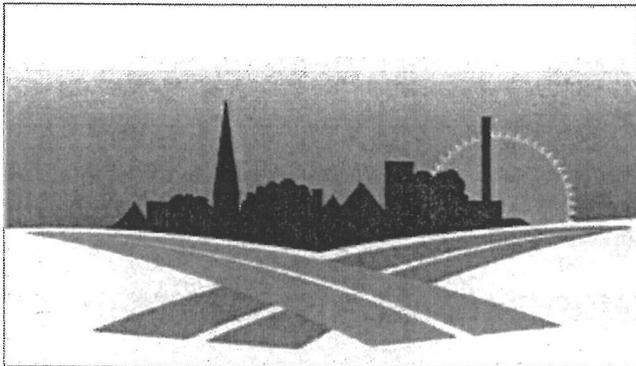
John L. Swisher, Village President

ATTEST:

Joan Dykstra, Clerk-Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 90-15

TRANSFER OF IMPACT FEES FOR GENERAL OBLIGATION DEBT SERVICE

Village Board 08-24-15

Requested by: Committee of the Whole

Introduced by: Village President John Swisher

RESOLUTION 90-15

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.

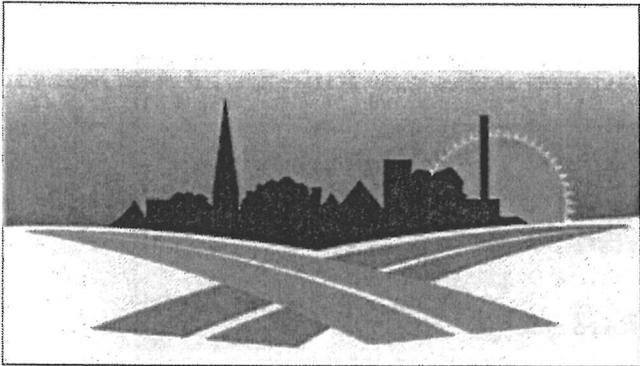
John L. Swisher, Village President

ATTEST:

Joan Dykstra, Clerk - Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 91-15

ADDENDUM C TO MUTUAL AID BOX ALARM SYSTEM AGREEMENT

Village Board 08-24-15

Requested by: Committee of the Whole

Introduced by: Village President John Swisher

RESOLUTION 91-15

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 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

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

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.

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

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

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

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.

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.

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

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.

Governing Law

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

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 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.

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.

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

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

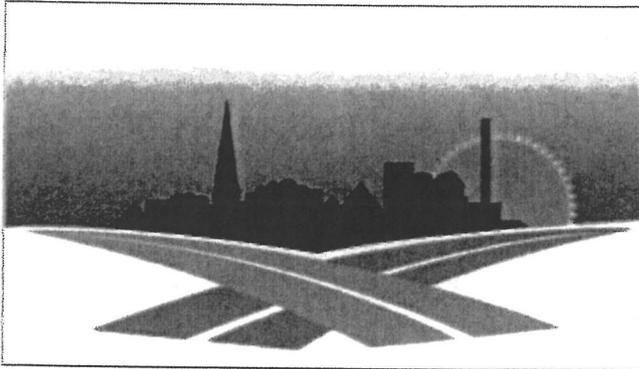
ADDENDUM A TO MUTUAL AID BOX ALARM SYSTEM AGREEMENT

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.

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 93-15

**POLICY RENEWAL
LEAGUE OF WISCONSIN MUNICIPALITIES MUTUAL INSURANCE**

Village Board 8-24-15

Requested by: Village Clerk

Introduced by: Village President John L. Swisher

RESOLUTION 93-15

POLICY RENEWAL
LEAGUE OF WISCONSIN MUNICIPALITIES MUTUAL INSURANCE

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

WHEREAS, the League of Wisconsin Municipalities Mutual Insurance (LWMMI) has provided insurance coverage to the Village on an annual basis since 2003, and

WHEREAS, coverage was added for fire equipment and a second building purchased or constructed in 2015, and

WHEREAS, coverage was increased for protection of electronic funds transfer and monies and securities as recommended by LWMMI, and

WHEREAS, based on current payroll the estimated premium is \$84,178 for 2015/2016, and

WHEREAS, the Village received a dividend from LWMMI in the amount of \$7,664 in 2015, and

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees of the Village of Johnson Creek approve the policy renewal of LWMMI to provide property/casualty and worker's compensation insurance through August of 2016 in the amount of \$84,178,

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

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

John L. Swisher, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer

Company Year	Prior Year	Current Year - By Companies Quoting		
	LWMMI 2014	LWMMI 2015	Difference	
Coverages				
General Liability	\$9,004.00	\$9,139.00	\$135.00	1.5%
Police Prof Liability	\$5,087.00	\$5,163.00	\$76.00	1.5%
Public Officials Liability	\$5,484.00	\$5,566.00	\$82.00	1.5%
Auto Liability	\$8,741.00	\$8,872.00	\$131.00	1.5%
Auto Physical Damage	\$10,502.00	\$11,105.00	\$603.00	5.7%
Package Total	\$38,818.00	\$39,845.00	\$1,027.00	2.6%
Property Incl. B&M	\$19,027.00 <i>Chubb</i>	\$20,240.00 <i>Chubb</i>	\$1,213.00	6.4%
Crime	\$636.00 <i>Hanover</i>	\$1,192.00 <i>Hanover</i>	\$556.00	87.4%
Other Coverages Subtotal	\$19,663.00	\$21,432.00	\$1,769.00	9.0%
Workers Compensation	\$22,558.00	\$22,901.00	\$343.00	1.5%
Estimated Premium	\$81,039.00	\$84,178.00	\$3,139.00	3.9%

Package

LWMMI increased their rates by 1.5%

Auto Physical Damage rating system changed

In the past year a 2000 Ford Crown Victoria was removed and a 1989 Pierce Arrow Fire Truck was added

Work Comp (See Next Page)

Property

Multiple changes were made throughout the year: Mobile Equipment limit was increased; A Building was demolished; Builders Risk was added; Builders Risk was deleted.

Effective 11/4/2014 - Deleted 145 S Watertown (Demolished) Return premium \$585

Effective 1/2/2015 - Added builders risk 145 S Watertown - Additional premium \$617

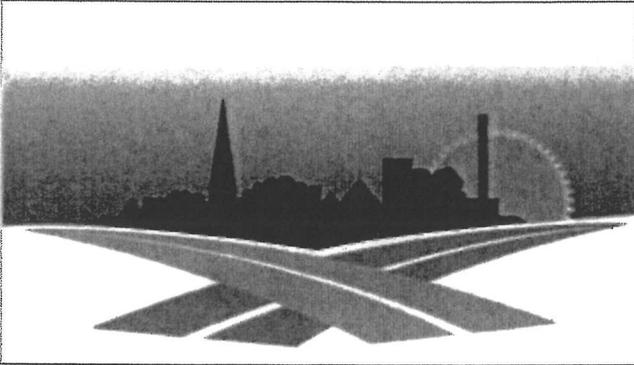
Effective 5/22/2015 - Deleted Builder's risk & added Building & personal property - Additional premium \$391

Village of Johnson Creek
Work Comp Comparison

Code	Class	2014 Exposure	2014 Rate	2014 Premium	2015 Exposure	2015 Rate	2015 Premium	Exposure Difference	Rate Difference	Premium Difference
7520	Waterworks Ops	128,632	4.16	\$5,351	115,154	3.83	\$4,410	-13,478	-0.33	-\$941
7709	Volunteer Fire	4,725	66.76	\$3,153	4,790	69.22	\$3,316	65	2.46	\$163
7720	Police Officers	222,616	4.02	\$8,949	224,905	4.14	\$9,311	2,289	0.12	\$362
8810	Clerical Office	458,745	0.27	\$1,239	468,326	0.27	\$1,264	9,581	0.00	\$26
9414	Municipal Operations	191,525	5.25	\$10,055	196,641	6.11	\$12,015	5,116	0.86	\$1,960
	Payroll/Exposure Total	1,006,243		\$28,747	1,009,816		\$30,316	3,573	0.36%	
	Experience Mod		0.82	-\$5,174		0.79	-\$6,366		-0.03	
	Premium Discount		5.2	-\$1,235		5.3	-\$1,269			
	Expense Constant			\$220			\$220			
	Terrorism			\$0			\$0			
	Total			\$22,558			\$22,901			\$343

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 94-15

AMEND
ADMINISTRATION POLICY
INTERNAL CONTROLS
2015-2016

Village Board 8-24-15

Requested by: Committee of the Whole

Introduced by: Village President John Swisher

RESOLUTION 94-15

**AMEND
ADMINISTRATION POLICY
INTERNAL CONTROLS
2015-2016**

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

WHEREAS, annually the Village Board reviews and approves the Village Administration Policy Internal Controls, and

NOW THEREFORE BE IT RESOLVED, the Village Board of Trustees of the Village of Johnson Creek hereby approve the Administration Policy - Internal Controls – 2015-2016, and

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

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

John Swisher, Village President

ATTEST:

Joan Dykstra, Clerk - Treasurer

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 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. 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.

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 initiated 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.

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.

- 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

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

d. TIF #3

- i. Source of Income
 - a. General Property Taxes
 - b. Special Assessment Fees
 - c. Interest Income
- ii. Expenses

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

g. FIRE/EMS

- i. Sources of Income
 - a. General Property Taxes
 - b. Intergovernmental Revenues
 - c. Public Charges for Services
 - d. Miscellaneous Revenues
- ii. Expenses

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.

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.

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 depositions 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

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

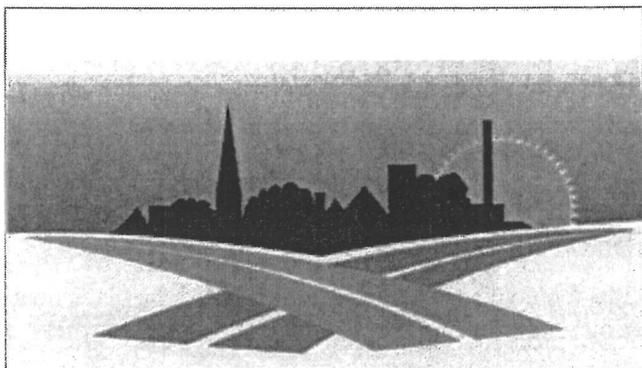
ATTEST

Joan Dykstra, Clerk-Treasurer

jwh\clients\johnson creek\1-nis\internal controls - administration policy - adopted 4-21-15 rev 7-14-15.doc

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 95-15

PLACEMENT OF STOP SIGNS WRIGHT ROAD AT DEER CROSSING

Village Board 8-24-15

Requested by: Committee of the Whole

Introduced by: Village President John L. Swisher

RESOLUTION 95-15

**PLACEMENT OF STOP SIGNS
WRIGHT ROAD AT DEER CROSSING**

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

WHEREAS, the Village Committee of the Whole discussed and recommended the placement of stop signs on Wright Road at Deer Crossing to promote traffic calming and pedestrian safety, and

WHEREAS, Wright Road is designated as a connector roadway with 80 foot right of way in accordance with the Comprehensive Plan,

NOW THEREFORE BE IT RESOLVED, that the Village Board approves the placement of stop signs on Wright Road at the intersection with Deer Crossing,

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

Adopted by the Village Board of Trustees this 24th day of August 2015.

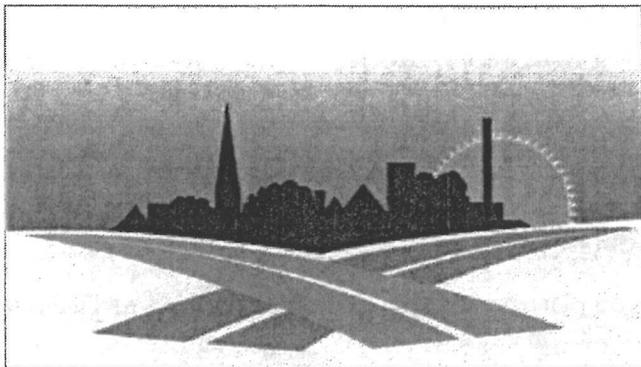
John L. Swisher, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer

Village of Johnson Creek

Crossroads with a Future



RESOLUTION 96-15

**AWARD BID
ASPHALT REPAIR
FIRE STATION # 1
PARKING LOT**

Village Board 8-24-15

Requested by: Committee of the Whole

Introduced by: Village President John L. Swisher

RESOLUTION 96-15

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



PAVING AND CONCRETE

Parking Lot Maintenance, Inc.

PARKING LOT MAINTENANCE, INC.

W225 N3178 DUPLAINVILLE ROAD
PEWAUKEE, WISCONSIN 53072

Phone: (262) 691-3964

Fax: (262) 691-4811

www.PLMPaving.com

PROPOSAL DATE:

8/6/2015

PROPOSAL #:

68881

Table with 2 columns: Proposal Submitted To, Work To Be Performed At. Includes fields for Company, Name, Street, City, State, Zip, Telephone Number, and 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.

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.

Contractor Signature: [Handwritten 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 910-650-8086

hhasphaltpaving.net
 Jr. 608-359-8024

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

Serving all of Wisconsin

Bid Sheet

Customer Name Thomas Cruise
 Address Water-Town Street
 City Townsend 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. Walker
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:

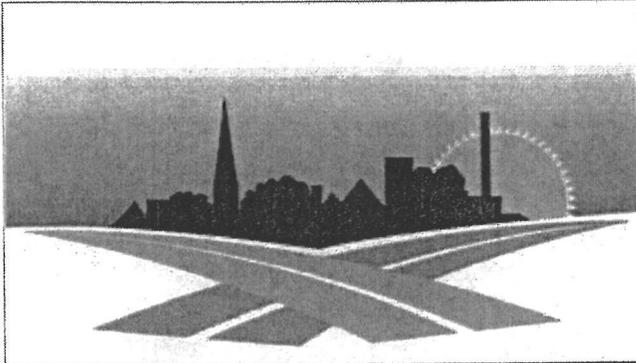
1. This proposal is based on 1,056square feet of asphalt patching.
2. Saw cut or mill the perimeter of pavement to be removed.
3. Excavate the areas to a depth of 4".
4. All materials removed will be 100% recycled for our environment.
5. Fine grade and compact the aggregate base course.
6. Add stone 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

Crossroads With A Future



RESOLUTION 97-15

JOHNSON CREEK CLEAN UP DAY
SEPTEMBER 12, 2015
ROCK RIVER COALITION

Village Board 8-24-15

Requested by: Committee of the Whole

Introduced by: Village President John L. Swisher

RESOLUTION 97-15

JOHNSON CREEK CLEAN UP DAY
SEPTEMBER 12, 2015
ROCK RIVER COALITION

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

WHEREAS, the Village Committee of the Whole discussed and recommended the support and promotion of a Johnson Creek Clean-up Day on Saturday, September 12, 2015, and

WHEREAS, the Village shall supply access to a dumpster to remove debris and garbage from the waterway that we are named after, and

WHEREAS, the Village supports the Rock River Coalition in their efforts to improve waterways in Jefferson County and Johnson Creek, and

NOW THEREFORE BE IT RESOLVED, that the Committee of the Whole recommends to the Village Board to approve the purchase of a municipal membership to the Rock River Coalition and to support and promote Johnson Creek Clean-Up Day on Saturday, September 12th, 2015 by providing access to a dumpster for all collected debris and garbage for the event, and

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

Adopted by the Village Board of Trustees this 24th day of August 2015.

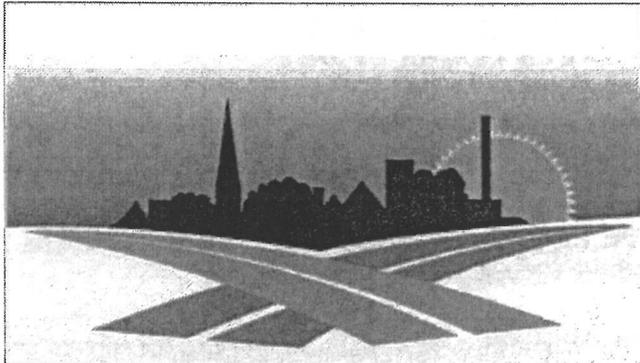
John L. Swisher, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 98-15

**DENY
REQUEST FOR LOADING ZONE
N. WATERTOWN STREET
SCHNEIDER PRINTING**

Village Board 8-24-15

Requested by: Committee of the Whole

Introduced by: Village President John L. Swisher

RESOLUTION 98-15

**DENY
REQUEST FOR LOADING ZONE
N. WATERTOWN STREET
SCHNEIDER PRINTING**

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

WHEREAS, the Village Committee of the Whole discussed and recommended to deny a request for a loading zone on N. Watertown Street in front of 114 N. Watertown Street, Schneider Printing, and

WHEREAS, the Johnson Creek Police Department communicated that a vehicle could park on N. Watertown Street while in the act of loading and unloading goods to a business without enforcement, and

NOW THEREFORE BE IT RESOLVED, that the Committee of the Whole recommends to the Village Board to deny a request for a loading zone on N. Watertown Street at 114 N. Watertown Street for the business Schneider Printing, and

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

Adopted by the Village Board of Trustees this 24th day of August 2015.

John L. Swisher, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer



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

RECEIVED

07/23/2015

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.

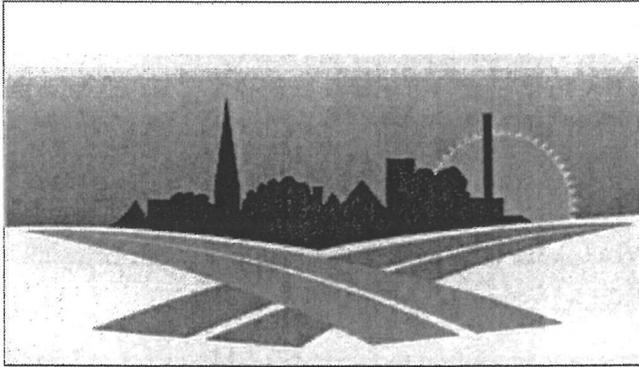
Sincerely,

Thomas Schneider

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

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 99-15

**ALTA SURVEY – RIVER CREEK CENTRE
BBC LAND VENTURES, LLC
SCOPE OF SERVICE - MSA**

Village Board 8-24-15

Requested by: BBC Land Ventures, LLC

Introduced by: Village President John L. Swisher

RESOLUTION 99-15

ALTA SURVEY – RIVER CREEK CENTRE
BBC LAND VENTURES, LLC
SCOPE OF SERVICE - MSA

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

WHEREAS, the Village Board has entered into an Option to Purchase CSM Lot 1, Lot 5 and Lot 6 of the River Creek Centre subdivision with BBC Land Ventures, LLC and Nelson Williams, and

WHEREAS, Nelson Williams has requested the Village perform an ALTA survey to determine grades for a proposed development as an owner of the parcels, and

WHEREAS, MSA has provided a professional services agreement in the amount of \$5,650 to complete an ALTA Survey of Lot 5 and Lot 6, and

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees of the Village of Johnson Creek approve a professional services agreement with MSA to provide an ALTA survey of Lot 5 and Lot 6 of the River Creek Centre subdivision for BBC Land Ventures, LLC subject to a signed agreement for reimbursable services by BBC Land Ventures, LLC and Nelson Williams and in addition MSA may perform additional services with respect to this ALTA survey on lands within the Town of Farmington subject to payment from BBC Land Ventures, LLC to MSA directly, and

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

Adopted by the Village Board of Trustees this 24th day of August 2015.

John L. Swisher, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer



PROFESSIONAL SERVICES

TRANSPORTATION • MUNICIPAL
DEVELOPMENT • ENVIRONMENTAL

August 14, 2015

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

Re: **Request of ALTA Survey Services**
River Creek Centre Lots 5 and 6, Johnson Creek WI

Dear Mark Johnsrud,

MSA understands the desire of the Village of Johnson Creek to perform an ALTA survey on Lots 5 and 6 of River Creek Centre to have the existing information available for developers. MSA has proven experience in ALTA survey standards and the detail expected by our clients. We have the staff available to begin working on this project immediately.

Per your request, MSA Professional Services, Inc. proposes to submit and deliver an ALTA survey for Lots 5 and 6 of River Creek Centre located along Resort Drive in the Village of Johnson Creek. MSA will work with The Land Office in Jefferson, WI in order to provide the title commitments necessary to complete the ALTA survey. MSA anticipates beginning the work immediately following the receipt of the signed task order and would anticipate the work being complete 2 weeks following proposal and would anticipate completing the survey within 3 weeks of receiving the title work for the property.

The following Scope is based on our understanding of the Project:

Site Survey Services

The following services will be provided:

1. MSA will complete brief research with Jefferson County to verify existing surveys of the property and on adjacent properties.
2. MSA will provide an ALTA survey for the property to the 2011 Minimum Standards for ALTA surveys including Table A items 1, 2, 3, 4, 5, 6(a), 6(b), 8, 11(a), 11(b), 13, 14, 16, 19, and 20(a).
3. MSA will call Diggers Hotline for the locating of existing utilities.
4. MSA will provide a wetland survey by a qualified wetland specialist per item 19 of the Table A items to verify the wetland shown on the DNR website and the final plat. MSA will not prepare a wetland report for the project due to a report may be necessary by a Developer but will depend on a planned development and may not be necessary.
5. MSA will order a title commitment for each property from The Land Office in Jefferson, WI.
6. MSA will provide the client with 3 hard copy drawings of the survey on 22"x34" sheets stamped by a Professional Land Surveyor in Wisconsin.

Price

The survey cost for the ALTA survey will be as follows:

- ALTA field survey and drafting \$4,400.00
- Wetland survey \$ 800.00
- 60 year Title Commitments \$ 225.00/parcel

Anticipating the survey will be for only Lots 5 and 6, MSA will complete the survey on a time and material not to exceed fee of \$5,650.00.

If you should have any questions or need any additional information, please contact me at 608-242-7779.

Sincerely,

MSA Professional Services, Inc.

Kevin C Lord, P.E., P.L.S.
Team Leader

Offices in Illinois, Iowa, Minnesota, and Wisconsin

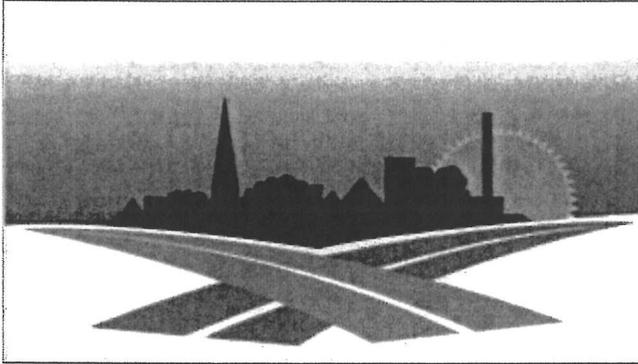
2901 INTERNATIONAL LANE, SUITE 300 • MADISON, WI 53704-3133

608.242.7779 • 800.446.0679 • FAX: 608.242.5664

www.msa-ps.com

Village of Johnson Creek

Crossroads with a Future



RESOLUTION 100-15

AWARD BID RIVER CREEK CENTRE STORMWATER IMPROVEMENTS

Village Board 8-24-15

Requested by: Village Board

Introduced by: Village President John L. Swisher

RESOLUTION 100-15

AWARD BID
RIVER CREEK CENTRE STORMWATER IMPROVEMENTS

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

WHEREAS, the WDNR has identified deficiencies within the stormwater retention ponds of the River Creek Centre subdivision, and

WHEREAS, the Village Board approved a Professional Services Agreement with MSA to design, bid and inspect to completion stormwater improvements within the River Creek Centre subdivision per Resolution 63-15, and

WHEREAS, MSA prepared a project manual and submitted a Request for Proposal (RFP) to solicit bids which were opened in accordance with the bidding requirements as determined below:

Table with 2 columns: Bidder Name and Bid Amount. Includes R & R Wash Materials, Inc (\$58,768), S & L Underground & Trucking, Inc. (\$68,864), and Raymond P. Cattell, Inc. (\$76,841).

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees of the Village of Johnson Creek approve the bid of R & R Wash Materials, Inc. in the amount of \$58,768 to complete excavation, grading, and restoration in accordance with the project manual prepared by MSA in the completion of the River Creek Centre Stormwater Improvements as bid and submitted to the Village of Johnson Creek, 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 such transaction and apply to TID 3 - 05-564.400-530-900 within the 2015 Budget.

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

August 24, 2015

John Swisher, Village President
Village of Johnson Creek
125 Depot Street
Johnson Creek, WI 53038

Re: River Creek Centre Stormwater Improvements
Village of Johnson Creek

Dear Mr. Swisher:

Upon review of the bids received on July 31, 2015 for the above-referenced project, it was found that they were submitted by qualified contractors. It is our recommendation that the low responsive bidder listed below be accepted and award made at your next meeting.

R&R Wash Materials, Inc.
1110 Dartford Road
Ripon, WI 54971

Bid Amount \$58,767.40

Please execute the enclosed Notice of Award in triplicate for the contract and return two copies to our office and keep one for your files. After receiving the executed copies, we will forward one copy of the Notice of Award and the remaining contract package to the Contractor.

Sincerely,

MSA Professional Services, Inc.



Kevin C. Lord, PLS, PE
Team Leader

:jhb
Enc.

Offices in Illinois, Iowa, Minnesota, and Wisconsin

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

www.msa-ps.com

P:\5100s\5110s\5114-05114028\Spec Construction Contracts\05144028 Ltrs 081715.docx

River Creek Centre Stormwater Improvements (#4017140)												
Owner: Village of Johnson Creek												
Solicitor: MSA Professional Services - Madison												
07/31/2015 10:00 AM CDT												
MSA Project # 05114028												
Line Item	Item Description	UoM	Quantity	R&R Wash Materials, Inc.			S&I UNDERGROUND & TRUCKING INC.			Raymond P. Cattell Inc.		
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
GENERAL REQUIREMENTS												
1	Mobilization/ Bonds/ Insurance	LS	1	\$9,900.00	\$9,900.00	\$6,825.00	\$6,825.00	\$10,000.00	\$10,000.00			
2	Silt Fence	LF	767	\$2.20	\$1,687.40	\$1.50	\$1,150.50	\$3.00	\$2,301.00			
3	Tracking Pad	EA	1	\$200.00	\$200.00	\$1,900.00	\$1,900.00	\$1,200.00	\$1,200.00			
4	Inlet Protection	EA	1	\$100.00	\$100.00	\$148.00	\$148.00	\$200.00	\$200.00			
GRADING/REMOVALS												
5	Grading, Includes Topsoil Stripping/ Placement	LS	1	\$12,700.00	\$12,700.00	\$24,400.00	\$24,400.00	\$35,000.00	\$35,000.00			
STORMWATER												
6	36-Inch RCP Outlet Structure with Haala Rack	EA	1	\$3,100.00	\$3,100.00	\$3,860.00	\$3,860.00	\$3,500.00	\$3,500.00			
7	48-Inch RCP Outlet Structure with Haala Rack	EA	2	\$3,450.00	\$6,900.00	\$4,860.00	\$9,720.00	\$4,500.00	\$9,000.00			
RESTORATION												
8	Restoration, Seed, Fertilize & Erosion Mat Urban Class I Type B	SY	2600	\$3.90	\$10,140.00	\$3.35	\$8,710.00	\$2.90	\$7,540.00			
9	Restoration, Seed, Fertilize & Mulch	SY	5400	\$2.60	\$14,040.00	\$2.25	\$12,150.00	\$1.50	\$8,100.00			
											Base Bid Total:	
											\$58,767.40	\$76,841.00