



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

VILLAGE BOARD MEETING
August 26, 2013
125 Depot St
5:30 p.m.

Agenda

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Statement of Public Notice
4. Approve Finance Report *-pgs 1-15*
5. Ambulance/Fire-EMS, Building Inspector, Police *- pgs 16-19*
6. Department Reports - Public Works and Sewer/Water Utility *- pgs 20-21*
7. Approve Village Board Minutes of July 22, 2013- *pgs 22-24*
8. Public Comment (limited to two minutes per person)
9. Notices and Discussion *-pg 25*
10. Committee/Commission Reports *-pgs 26-30*
- 11. Improvement & Services Recommendations:**
 - Resolution 62-13 Professional Services Agreement – Compost Facility - MSA *- pgs -31-34 (A 2-0)*
 - Resolution 63-13 Sprint Spectrum, LLC – Water Tower Antenna Project Plan *- pgs -35-47 (A 2-0)*
- Personnel & Finance Recommendations:**
 - Resolution 64-13 Restricted Account Designation Change – TID 3 Debt to Parks *- pgs-48-49 (A 2-0)*
 - Resolution 65-13 Restricted Account Designation Change – Historical Society to Parks *- pgs-50-51 (A 2-0)*
 - Resolution 66-13 Impact Fee Funds Transfer to Water Utility *- pgs -52-53 (A 2-0)*
 - Resolution 67-13 Impact Fee Funds Transfer to Sewer Utility *- pgs -54-55 (A 2-0)*
 - Resolution 68-13 Interest Due General Fund from TID 3 *- pgs -56-57 (A 2-0)*
 - Resolution 69-13 Restrict Reserves – Sewer Utility *- pgs -58-59 (A 2-0)*
 - Resolution 70-13 Sale of Surplus Property *- pgs -60-67 (A 2-0)*
 - Resolution 71-13 Amend 2013 TID 2 Budget Capital Outlay – Streets – LRIP *- pgs -68-69 (A 2-0)*
- Plan Commission Recommendation:**
 - Resolution 72-13 Amy Hudson - Vet Clinic Site Plan *- pgs -70-79 (A 5-0)*
12. Resolution 73-13 Additional Operators Licenses 2013/2014 *- pgs 80-81*
13. Resolution 74-13 Repair of Union Pacific At Grade Railroad Crossings – Depot Street, Lincoln Street and River Drive *- pgs 82-86*
14. Resolution 75-13 Policy Renewal – League of Wisconsin Municipalities Mutual Insurance *- pgs 87-89*
15. Resolution 76-13 Appreciation and Tribute - Eugene Corrie *- pgs 90-91*
16. Resolution 77-13 Requesting Exemption from County Library Tax *- pgs 92-95*
17. Resolution 78-13 Services Agreement – Life Line Billing Systems, LLC *- pgs 96-112*
18. Resolution 79-13 Utility Discharge Agreement – River Bend RV Resort *- pgs 113-117*
19. Amend Ordinance 09-13 Section 60-10B, 60-19A, 60-23B and 60-23C Penalties– 1st reading/adopt *- pgs 118-120*
20. Closed Session
(Pursuant to Wisconsin Statutes §§19.85(1)(g) conferring with legal counsel with respect to possible litigation on possible zoning violations including *Stoney Creek Condominium, LLC* and §§19.85 (1)(e) the investing of public funds and negotiating of a development agreement with *DuClos Properties, LLC*)
21. Next Village Board Meeting: September 23rd at 5:30 p.m.
22. Adjourn

(N/A Not adopt/approve) (A Adopt/approve) (N.B. Page numbers relate to Board/Committee members packets)

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

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

Agenda Posting Information

Date _____

Time _____ am/pm _____

Initials _____

Check Register Report

Date: 08/13/2013

Time: 1:22 PM

Page: 1

Village of Johnson Creek

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
32902	07/29/2013	Printe		AFLAC	AFLAC	PAYDATE 6/21/2013	69.89
32903	07/29/2013	Printe		AMER TEST	AMERICAN TEST CENTER	ANNUAL LADDER TESTING- FD	252.00
32904	07/29/2013	Printe		ASSOC APP	ASSOCIATED APPRAISAL	ASSESSING SERVICES - JULY	1,342.73
32905	07/29/2013	Printe		ASSOC WEAL	ASSOCIATED TRUST CO	1.710M BOND FEES	363.00
32906	07/29/2013	Printe		BARNES DIS	BARNES DISTRIBUTION	HYDRAULIC FITTINGS-DPW	808.98
32907	07/29/2013	Printe		BOUND TO S	BOUND TO STAY BOUND BOOKS,	CHILDRENS BOOKS- LIBRARY	295.38
32908	07/29/2013	Printe		CANALES L	LAURA CANALES	MILEAGE	125.60
32909	07/29/2013	Printe		CHARTER	CHARTER COMMUNICATIONS	INTERNET VH	59.99
32910	07/29/2013	Printe		COPQUEST	COPQUEST, INC	PATCHES - EMS	80.56
32911	07/29/2013	Printe		CRAMER, MU	CRAMER, MULTHAUF & HAMMES,	ROCK RIVER,FIRE DEPT, MEETINGS	1,597.50
32912	07/29/2013	Printe		DELTA DEN	DELTA DENTAL OF WISCONSIN	DENTAL INS- AUGUST	1,490.97
32913	07/29/2013	Printe		EAGLE	EAGLE ENGRAVING	SERVICE AWARDS- FD, EMS	136.72
32914	07/29/2013	Printe		EMER. MED.	EMERGENCY MEDICAL	SUPPLIES- EMS	283.04
32915	07/29/2013	Printe		GHOUSE	FEROZ GHOUSE	POWER SUPPLY CORD CAMERA	49.48
32916	07/29/2013	Printe		GEMPLER'S	GEMPLER'S INC.	SUPPLIES- WWTP	464.70
32917	07/29/2013	Printe		GORDON FLE	GORDON FLESCH CO., INC.	COPIER LEASE- AUGUST	493.32
32918	07/29/2013	Printe		HACH	HACH COMPANY	TESTING SUPPLIES- WWTP	264.31
32919	07/29/2013	Printe		HD SUPP	HD SUPPL NTL WATERWORKS-	SUPPLIES- H2O	1,411.79
32920	07/29/2013	Printe		INGRAM	INGRAM BOOK CO	BOOKS- LIBRARY	642.31
32921	07/29/2013	Printe		JB'S SAFE	JB'S SAFE & LOCK	CHANGE LOCKS, RE-KEY, KEYS- CC	1,328.42
32922	07/29/2013	Void	07/29/2013			Void Check	0.00
32923	07/29/2013	Printe		JC WATER/S	JC WATER AND SEWER	PARKS, WWTP,DPW,FD,EMS PD VH	717.94
32924	07/29/2013	Printe		JEFF TREAS	JEFFERSON CTY TREASURERS	COURT REPORT - JUNE	320.00
32925	07/29/2013	Printe		JOHN H	JOHN HARTWIG MOTOR SPORTS	UTV- FD RES-46-13	11,569.92
32926	07/29/2013	Printe		JOHNS DISP	JOHN'S DISPOSAL SERVICE,INC	894 RECYCLE, 894 GARBAGE	12,784.20
32927	07/29/2013	Printe		JOHNSON BL	JOHNSON BLOCK COMPANY, INC	AUDIT	5,000.00
32928	07/29/2013	Printe		JC PUB SCH	JOHNSON CREEK PUBLIC	JULY MOBILE HOME TAX	1,657.66
32929	07/29/2013	Printe		JONAS OFFI	JONAS OFFICE EQUIPMENT	SUPPLIES- LIBRARY	6.00
32930	07/29/2013	Printe		KLEANLINE	KLEANLINE, LLC	RENTALS - JULY	349.00
32931	07/29/2013	Printe		MENARDS	MENARDS	SUPPLIES- FD	66.27
32932	07/29/2013	Printe		MICROMARK	MICROMARKETING LLC	BOOKS- LIBRARY	193.20
32933	07/29/2013	Printe		MID-WIS	MID-WIS FED LIBRARY SYSTEM	SUMMER LIB PROGRAM-LIB	30.00
32934	07/29/2013	Printe		MIDWEST EL	MIDWEST ELECTRIC	GAZEBO ELECTRICAL WORK	106.49
32935	07/29/2013	Printe		MSA PROFES	MSA PROFESSIONALSERVICES	LRIP,ROCK RIVER,RAINBOW	2,646.17
32936	07/29/2013	Printe		NORTHLAND	NORTHLAND EQUIPMENT CO.,	CRANE FOR BUCKET TRUCK-WWTP	14,685.00
32937	07/29/2013	Printe		PETTY HALL	PETTY CASH VILL JC \ JDYKSTRA	MILEAGE, SUPPLIES	15.39
32938	07/29/2013	Printe		PITNEY	PITNEY BOWES	POSTAGE MACHINE RENTAL	198.00
32939	07/29/2013	Printe		PRO EQUIP	PROFESSIONAL EQUIPMENT &	CLOTHING ALLOWANCE PD	139.95
32940	07/29/2013	Printe		BILL RAD	BILL RADUE	CLOTHING ALLOWANCE WWTP	183.45
32941	07/29/2013	Printe		ROB'S PERF	ROB'S PERFORMANCE	RESTITUTION	25.00
32942	07/29/2013	Printe		SCHNEIDER	SCHNEIDER PRINTING, INC.	SUPPLIES- FD	248.38
32943	07/29/2013	Printe		SCHROEDER	SCHROEDER'S STANDARD	OIL CHANGE- TAHOE- PD	293.99
32944	07/29/2013	Printe		SUPERIOR C	SUPERIOR CHEMICAL	CLEANING SUPPLIES- WWTP	543.95
32945	07/29/2013	Printe		TERRATOR	TERRATOR INC	SKIDSTER- FD	4,339.00
32946	07/29/2013	Printe		TRUMPF LLC	TRUMPF TRUCKING	ROLLER RENTAL FOR PARKS- DPW	300.00
32947	07/29/2013	Printe		UPSTART	UPSTART	SUMMER READING PROGRAM-LIB	12.00
32948	07/29/2013	Printe		USCELLULAR	US CELLULAR, INC	REPLACEMENT CELL PHONE HARTZ	50.00
32949	07/29/2013	Printe		USA BLUEBK	USA BLUEBOOK	SUPPLIES- WWTP	63.82
32950	07/29/2013	Printe		WAUPUN	WAUPUN EQUIPMENT CO INC	DECK SPINDLE FOR MOWER-DPW	131.30
32951	07/29/2013	Printe		WI - SCTF1	WI SCTF	CHILD SUPPORT 8/2/2013	197.47
32952	07/29/2013	Printe		WI - SCTF1	WI SCTF	CHILD SUPPORT 8/16/2013	197.47
32953	07/29/2013	Printe		WI COURT F	WISCONSIN COURT FINES &	COURT REPORT - JUNE	883.40
32954	07/29/2013	Printe		WITMER PUB	WITMER PUBLIC SAFETY GROUP	HELMETS - FD	559.65

Check Register Report

Date: 08/13/2013

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Village of Johnson Creek

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
32955		Void	07/31/2013				0.00
32956	07/31/2013	Printe		AIRGAS	AIRGAS USA, LLC	OXYGEN TANK RENTAL- EMS	131.76
32957	07/31/2013	Printe		ROB'S PERF	ROB'S PERFORMANCE	UTV TRAILER RES 47-13 - FD	4,150.00
Total Checks: 56						Checks Total (excluding void checks):	74,356.52
49	08/07/2013	Printe		DEPT EMPL			19,610.80
Total Payments: 56						Bank Total (excluding void checks):	93,967.32
Total Payments: 56						Grand Total (excluding void checks):	93,967.32

WATER	\$7,198.66
SEWER	\$21,454.35
TIF #2	\$2,945.54
TIF # 3	\$1,281.55
LIBRARY	\$3,214.63
FIRE	\$22,476.19
EMS	\$852.66
GENERAL	\$34,543.74
TOTAL	\$93,967.32

AUTHORIZED BY: _____
P & F Chair

AUTHORIZED BY: _____
P & F Member

Check Register Report

Date: 08/13/2013
 Time: 1:24 PM
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Village of Johnson Creek

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Checks							
32958	08/08/2013	Printed		AFLAC	AFLAC	7/5/2013 PAYDATE	69.89
32959	08/08/2013	Printed		BLUE TARP	BLUE TARP FINANCIAL, INC	OIL DRAIN PAN-WWTP	199.98
32960	08/08/2013	Printed		CARD SERV	CARD SERVICE CENTER	SUPPLIES,FD/EMS,WWTP, LIB,VH	703.80
32961	08/08/2013	Printed		CHARTER	CHARTER COMMUNICATIONS	INTERNET, CABLE - EMS HOUSE	108.73
32962	08/08/2013	Printed		CPS ELECT	CPS ENTERPRISES, LLC	REPAIR PART GARAGE FOR	15.00
32963	08/08/2013	Printed		CULLIGAN W	CULLIGAN WATER	LAB GRADE WATER- WWTP	20.00
32964	08/08/2013	Printed		DAWN HAINE	DAWN M. HAINES	CLEANING POLICE DEPT- JULY	160.00
32965	08/08/2013	Printed		DEPT OF FI	DEPT OF FINANCIAL	FILING FEE, NONSTOCK CORP FD	10.00
32966	08/08/2013	Printed		EMER. MED.	EMERGENCY MEDICAL	SUPPLIES- EMS	308.53
32967	08/08/2013	Printed		GEN CODE	GENERAL CODE PUBLISHERS	ECODE ANNUAL MNTNCE FEE-VH	995.00
32968	08/08/2013	Printed		GENERAL CO	GENERAL COMMUNICATIONS,	RADIO REPAIR SQUAD #20 - FD	332.50
32969	08/08/2013	Printed		GOR FLESCH	GORDON FLESCH CO, INC	JULY COPIES, AUG LEASE-VH	72.65
32970	08/08/2013	Printed		J & L TIRE	J & L TIRE INC.	TIRES, 2009 SQUAD- PD	507.24
32971	08/08/2013	Printed		JOHNSON C	JOHNSON CREEK MOBIL	JULY FUEL-DPW,WWTP,FD, EMS	1,508.74
32972	08/08/2013	Printed		JONAS OFFI	JONAS OFFICE EQUIPMENT	OFFICE SUPPLIES- LIBRARY	273.58
32973	08/08/2013	Printed		KLEANLINE	KLEANLINE, LLC	CLEANING-VH, LIB, COM CTR-	540.00
32974	08/08/2013	Printed		KWIK TRIP	KWIKTRIP-KWIK STAR STORES	JULY FUEL- PD, DPW, FD	2,205.15
32975	08/08/2013	Printed		LEGION SAF	LEGION SAFETY PRODUCTS	COVERALLS - EMS	1,771.95
32976	08/08/2013	Printed		MARTELLE	MARTELLE WATER TREATMENT	WELL # 3 RADIUM TREATMENT-	1,097.50
32977	08/08/2013	Printed		MCKENZIE	PARKER MCKENZIE	PARAMEDIC REIMBURSEMENT	1,125.00
32978	08/08/2013	Printed		MENARDS	MENARDS	SUPPLIES-WWTP, FD, CC, EMS	185.33
32979	08/08/2013	Printed		MINNESOTA	MINNESOTA LIFE	SEPTEMBER LIFE INSURANCE	552.98
32980	08/08/2013	Printed		MTAW	MTAW	MTAW CONFERENCE	99.00
32981	08/08/2013	Printed		MTAW	MTAW	TREASURER WORKSHOP	40.00
32982	08/08/2013	Printed		PINE CONE	PINE CONE TRAVEL PLAZA	FUEL PURCHASES- WWTP/H2O	254.19
32983	08/08/2013	Printed		PORT-A-JON	PORT-A-JOHN CORP	BELL PARK	86.00
32984	08/08/2013	Printed		SK WINDOW	SK WINDOWS AND DOORS, LLC	REPAIR OVERHEAD DOOR- FD	58.00
32985	08/08/2013	Printed		STEVE'S CA	STEVE'S CAR-TRUCK SERVICE,	REPLACE BATTERIES # 22- FD	864.00
32986	08/08/2013	Printed		TDS	TDS	PHONES- WWTP	870.11
32987	08/08/2013	Printed		THE EXPED	THE EXPEDITERS INC	2013 SEWER CLEANING	11,916.72
32988	08/08/2013	Printed		ANGELA TRI	ANGELA TRIANA	EMT BASIC REIMBURSEMENT	334.50
32989	08/08/2013	Printed		UNEMPLOY	UNEMPLOYMENT INSURANCE	EMS UNEMPLOYMENT	249.00
32990	08/08/2013	Printed		VIERBICHER	VIERBICHER	ROCK RIVER, RAINBOW HOSPICE	1,990.50
32991	08/08/2013	Printed		VILL OF JC	VILLAGE OF JOHNSON CREEK	TRANSFER	100,000.00
32992	08/08/2013	Printed		WATERTOWN	WATERTOWN DAILY TIMES INC	ORD 8-13 PUBLISHING	26.14
32993	08/08/2013	Printed		WAUPUN	WAUPUN EQUIPMENT CO INC	CYLINDER - WING MOWER-DPW	678.92
32994	08/08/2013	Printed		WE ENERGIE	WE ENERGIES	ST LIGHTS, WWTP, VH, FD, DPW,	15,190.51
32995	08/08/2013	Printed		WI - SCTF1	WI SCTF	PAYDATE 8/30/2013	197.47
32996	08/08/2013	Printed		8819	WRWA	CLASS	55.00

Total Checks: 39	Checks Total (excluding void checks):	145,673.61
Total Payments: 39	Bank Total (excluding void checks):	145,673.61
Total Payments: 39	Grand Total (excluding void checks):	145,673.61

WATER	\$2,750.60
SEWER	\$19,014.87
TIF #2	\$1,631.90
TIF # 3	\$9.90
LIBRARY	\$670.76
FIRE	\$2,394.16
EMS	\$4,769.67
GENERAL	\$114,431.75
TOTAL	\$145,673.61

AUTHORIZED BY: _____
 P & F Chair

AUTHORIZED BY: _____
 P & F Member

Check Register Report

Date: 08/19/2013

Time: 2:52 PM

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Village of Johnson Creek

BANK:

Check Number	Check Date	Status	Vendor Number	Vendor Name	Check Description	Amount
Checks						
32997	08/09/2013	Printed	JC POST OF	JOHNSON CREEK POST OFFICE	AUGUST WATER/SEWER BILLS	340.23
32998	08/19/2013	Printed	AFLAC	AFLAC	PAYDATE 7/19/2013, 8/2/2013	117.58
32999	08/19/2013	Printed	AIRGAS	AIRGAS USA, LLC	OXYGEN TANK RENTAL- EMS	92.68
33000	08/19/2013	Printed	AMC	AMC SHOWPLACE THEATERS,	AMC CLAIM EXCESS TAXES -FINAL	16,091.19
33001	08/19/2013	Printed	BOUND TO S	BOUND TO STAY BOUND BOOKS,	CHILDRENS BOOKS- LIBRARY	108.74
33002	08/19/2013	Printed	CONMED	CONMED, CORP	SUPPLIES- EMS	300.05
33003	08/19/2013	Printed	CRAMER, MU	CRAMER, MULTHAUF & HAMMES,	MUNI CT,MEETINGS,	2,120.50
33004	08/19/2013	Printed	EMER. MED.	EMERGENCY MEDICAL	EMS SUPPLIES	145.80
33005	08/19/2013	Printed	GEN CODE	GENERAL CODE PUBLISHERS	YEARLY CODIFICATION	2,926.67
33006	08/19/2013	Printed	GRAYBAR	GRAYBAR	BALLAST FOR LIGHTS- CC	94.80
33007	08/19/2013	Printed	JAECKEL BR	JAECKEL BROS.INC	MAIN BREAK REPAIR-N WATERTOWN	1,150.50
33009	08/19/2013	Printed	JC WATER/S	JC WATER AND SEWER	FD, PD, DPW, WWTP, VH, PARKS, CC	755.96
33010	08/19/2013	Printed	JEFF TREAS	JEFFERSON CTY TREASURERS	JULY COURT REPORT	340.00
33011	08/19/2013	Printed	JC CHSAMBE	JOHNSON CREEK CHAMBER	2ND QTR ROOM TAX	8,872.99
33012	08/19/2013	Printed	JC PUB SCH	JOHNSON CREEK PUBLIC	AUGUST MOBILE HOME TAX	1,669.28
33013	08/19/2013	Printed	JONAS OFFI	JONAS OFFICE EQUIPMENT	OFFICE SUPPLIES- VH, LIB,	69.62
33014	08/19/2013	Printed	L.V. LABS	L. V. LABORATORIES	WASTEWATER TESTING	26.00
33015	08/19/2013	Printed	MENARDS	MENARDS	SUPPLIES- H2O, DPW, FD	129.38
33016	08/19/2013	Printed	NORTH CENT	NORTH CENTRAL LAB INC	WATER TESTING SUPPLIES-H2O	100.15
33017	08/19/2013	Printed	PINECONT R	PINE CONE RESTAURANT	RESTITUTION	59.01
33018	08/19/2013	Printed	QUILL CORP	QUILL CORPORATION	OFFICE SUPPLIES- PD, FD	166.69
33019	08/19/2013	Printed	RENNHACK	RENNHACK CONSTRUCTION CO,	WATER MAIN REPAIRS- H2O	1,976.00
33020	08/19/2013	Printed	RESERVE AC	RESERVE ACCOUNT	POSTAGE FOR MACHINE	500.00
33021	08/19/2013	Printed	US CELL	US CELLULAR	VILLAGE CELL PHONES	379.49
33022	08/19/2013	Printed	WAUPUN	WAUPUN EQUIPMENT CO INC	REPAIR PARTS FOR MOWER- DPW	243.95
33023	08/19/2013	Printed	WI BLDG IN	WI BUILDING INSPECTIONS, LLP	JULY PERMITS	3,386.40
33024	08/19/2013	Printed	WI JUSTICE	WI DEPT. OF JUSTICE	RECORD CHECKS	21.00
33025	08/19/2013	Printed	WI COURT F	WISCONSIN COURT FINES &	JULY COURT REPORT	1,024.00
33026	08/19/2013	Printed	WITMER PUB	WITMER PUBLIC SAFETY GROUP	HELMETS - EMS	1,102.43
33027	8/19/2013	Printed		Village of Johnson Creek	Transfer	1,500,000.00
			30		Checks Total (excluding void checks):	1,544,311.09
			30		Bank Total (excluding void checks):	1,544,311.09
			30		Grand Total (excluding void checks):	1,544,311.09

Water	\$3,800.60
Sewer	\$702.33
Tif #2	\$617,086.26
Tif #3	\$600,995.07
Library	\$120.47
fire	\$126.14
Ems	\$1,675.06
Room tax	\$8,872.99
General	\$310,932.17
Total	\$1,544,311.09

APPROVED BY: _____
P & F Chair

APPROVED BY: _____
P & F Member

RESTRICTED & CASH ON HAND (BUDGET & DEBT PMT) 8/20/2013

<u>GENERAL FUND</u>	<u>Restricted</u>	<u>Cash for Budget/Debt</u>
Checking , Payroll , Money Market (Remaining Expenditures: \$991,697.55)		\$1,225,848.67
EMS -FAP Funds (Restricted Use)	\$21,276.51	
G.O. Bond Proceeds	\$66,859.70	
Restricted Account	\$204,757.14	
Temp Acct Tax Collections (some funds for other jurisdictions)		\$506.77
Tree Fee Account	\$14,401.51	
Impact Fee Account (Parks Share and Public Works Share)	\$84,675.29	
West Side Street & Utility Improvement Fees	\$9,006.00	
	\$400,976.15	\$1,226,355.44
<u>WATER FUND</u>		
Checking, Money Market (Remaining Expenditures: \$390,479.35)		\$707,857.86
Depreciation Equipment Fund	\$184,727.82	
Impact Fee Account (Water Share)	\$34,283.25	
	\$219,011.07	\$707,857.86
<u>SEWER FUND</u>		
Checking, Money Market (Remaining Expenditures: \$220,367.98)		\$819,716.70
Depreciation Equipment Fund	\$628,579.07	
Impact Fee Account (Sewer Share)	\$49,808.48	
	\$678,387.55	\$819,716.70
<u>TIF 2</u>		
Checking, Money Market (Remaining Expenditures: \$672,099.12)		\$1,109,905.80
Bond Reserve/Redemption (held by Associated Trust)	\$641,579.83	
	\$641,579.83	\$1,109,905.80
<u>TIF 3</u>		
Checking, Money Market (Remaining Expenditures: \$1,047,558.78)		\$1,077,073.04
Bond Reserve/Redemption (held by Associated Trust)	\$668,713.34	
	\$668,713.34	\$1,077,073.04
<u>LIBRARY</u>		
Checking (Remaining Expenditures: \$79,499.55)		\$81,868.24
Restricted & Trust Account	\$30,617.98	
	\$30,617.98	\$81,868.24
<u>ROOM TAX</u>		
Checking (Remaining Expenditures: \$67,313.05)		\$55,868.66
	\$55,868.66	
<u>FIRE FUND</u>		
Checking, Money Market (Remaining Expenditures: \$141,471.80)		\$288,760.58
GO Note Proceeds (Borrowed for Equipment)	\$9,878.95	
GO Bond Proceeds (Borrowed for property purchase)	\$226,460.97	
Impact Fee Account (Fire-EMS Share)	\$136,540.28	
	\$372,880.20	\$288,760.58
RESTRICTED & CASH ON HAND (BUDGET & DEBT PMT) 8/20/2013	\$3,068,034.78	\$5,311,537.66

<u>BANK TOTALS</u>	
Premier Bank (Checking, Money Market)	\$2,761,208.77
Badger Bank (Checking, Money Market)	\$823,862.35
Local Government Investment Pool (LGIP)	\$0.00
Bank of Lake Mills (Money Market)	\$241,149.99
Landmark Credit Union (Money Market)	\$648,668.75
Summit Credit Union (Money Market)	\$647,215.13
Fort Community Credit Union (Money Market)	\$651,013.53
Town and Country Bank (Money Market)	\$647,897.81
Greewoods State Bank (Money Market)	\$648,262.94
Associated Trust (Bond Reserve)	\$1,310,293.17

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

Impact Fee Report

Category	Balance (includes interest earned)	Budgeted 2013 Expenditures	Projected Balance	2013 Expenditures	Projects per 2004 Impact Fee Study (Project Costs/Related Debt)
Public Safety	\$136,540.28	\$0.00	\$136,540.28		Fire/EMS Building
WWTF	\$49,808.48	\$0.00	\$49,808.48		WWTP Phase 2, Office/Lab Expansion, Heated Garage
Water System	\$34,283.25	\$0.00	\$34,283.25		Well 5 (Auditor ok'd using for Well 3/4)
Parks	\$14,109.25	(\$14,109.25)	\$0.00	Debt Payments	Any collected goes to debt for 2005 \$1.925M GO Bonds
Public Works	\$70,566.04	(\$4,600.00)	\$65,966.04	Compost Site Relocation Study	Streetscape, Shoreline Restoration, Relocate Brush/Compost
Total Impact Fees:	\$305,307.30	(\$18,709.25)	\$286,598.05		
West Side Street/Utility Fee	\$9,006.00	\$0.00	\$9,006.00		Reconstruct Midge, West (Union to new subdivisions), Connector Streets (Hwy B to Chapel Hill and EW Connector)
Total Account:	\$314,313.30	(\$18,709.25)	\$295,604.05		

NOTES:
Includes Fees Paid as of: 8/20/2013

RESTRICTED FUNDS UPDATE				
Category	Balance	Budgeted 2013 Expenditures	Projected Remainder	Description of 2013 Expenditures*
Codification	\$12,165.94		\$12,165.94	
Computers	\$36,564.19		\$36,564.19	
Equipment (DPW)	\$3,511.38		\$3,511.38	
Fire	\$32,946.70		\$32,946.70	
Firemans Park Play Equip	\$7,179.38		\$7,179.38	
Garage	\$14,147.07		\$14,147.07	
Reserved for T3 Debt	\$45,640.52		\$45,640.52	
Historical Society	\$315.98		\$315.98	
Municipal Building Repair	\$21,542.06		\$21,542.06	
Parks	\$18,016.11		\$18,016.11	
Storm Sewers	\$5,255.19		\$5,255.19	
Streets	\$7,472.62		\$7,472.62	
Totals:	\$204,757.14	\$0.00	\$204,757.16	

8/20/2013 Updated

ROOM TAX COLLECTION & DISTRIBUTION SUMMARY

Collections									
Tax Year	JC Chamber 35%	Tourism 35%	Interest	Parks 30%	Interest	Tax Collected	Interest	Ascending Total	Descending Balance
2005	\$1,767.03	\$1,767.03	\$0.00	\$1,514.59	\$0.00	\$5,048.65	\$0.00	\$5,048.65	
2006	\$14,647.09	\$14,647.09	\$265.70	\$12,554.67	\$215.11	\$41,848.85	\$480.81	\$47,378.31	
2007	\$22,870.90	\$22,870.90	\$900.58	\$19,603.63	\$612.17	\$65,345.43	\$1,512.75	\$114,236.49	
2008	\$28,442.06	\$28,442.06	\$2,442.39	\$24,378.92	\$1,305.17	\$81,263.05	\$3,747.56	\$199,247.10	
2009	\$28,813.63	\$28,813.63	\$344.05	\$24,697.37	\$71.59	\$82,324.63	\$415.64	\$281,987.37	
2010	\$19,291.61	\$19,291.61	\$939.42	\$16,535.67	\$29.37	\$55,118.89	\$968.79	\$338,075.05	
2011	\$15,230.42	\$15,230.42	\$151.12	\$13,054.62	\$0.00	\$43,515.46	\$151.12	\$381,741.63	
2012	\$21,837.38	\$21,837.38	\$113.55	\$18,717.77	\$0.00	\$62,392.53	\$113.55	\$444,247.71	
2013	\$12,431.59	\$12,431.59	\$57.32	\$10,655.65	\$0.00	\$35,518.83	\$57.32	\$479,823.86	
Collected:	\$165,331.71	\$165,331.71	\$5,214.12	\$141,712.89	\$2,233.42	\$472,376.32	\$7,447.54		
Expenditures & Chamber Distribution									
Tax Year	Chamber Distribution	Tourism	Parks	Expenditures	Total 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	\$12,431.59	\$8,765.00	\$10,655.65	\$31,852.24	\$87,720.90				
Expended:	\$165,331.71	\$114,677.18	\$143,946.31	\$423,956.20					
Remaining Funds in Account									
Chamber Distribution	Village Tourism	Village Parks	Total Balance						
\$0.00	\$55,868.66	\$0.00	\$55,868.66						

8/20/2013 Updated

2011 Expenditure Detail:	Tourism	Parks
Jefferson Co. Tourism Guide -JC Section	\$1,080.00	
Repayment to General for Centennial Pavilion		\$8,596.98
Johnson Block Audit Fund 8 for 2010	\$100.00	
Total 2011 Expenditures:	\$1,180.00	\$8,596.98

2012 Expenditure Detail:	Tourism	Parks
Repayment to General for Centennial Pavilion		\$26,172.54
Tower Installation	\$3,176.00	
Johnson Creek Historical Society	\$2,000.00	
Transfer to General - Administration Costs	\$3,265.00	
Jefferson Co. Tourism Guide -JC Section	\$1,010.50	
Purchase Copy of Room Tax Study WTA	\$14.95	
Farmers Market Temp Use Fee	\$50.00	
Total 2012 Expenditures:	\$9,516.45	\$26,172.54

2013 Expenditure Detail:	Tourism	Parks
Park Fee Assistance Thunderscats	\$2,200.00	
Repayment to General for Centennial Pavilion		\$10,655.65
Transfer to General - 2013 Administration Costs	\$6,465.00	
Johnson Block - Audit	\$100.00	
Total 2013 Expenditures:	\$8,765.00	\$10,655.65



Johnson Creek Fire & Ems Dept

Income and Expenditures

155

July 2013

All Phases

Charges	Billing Phase 1	Collections Phases 2 & 3	Total
Collection Placements / Charges	\$25,335.88	\$10,206.51	\$35,542.39
Interest on Delinquent Accounts	\$0.00	\$514.63	\$514.63
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	\$25,335.88	\$10,721.14	\$36,057.02
Account Transfers	\$3,898.47	\$6,308.04	\$10,206.51
Credit Summary			
Total Credits - All Types	\$26,669.54	\$2,036.58	\$28,706.12
Total Credit Adjustments	\$17,361.39	\$543.33	\$17,904.72
Total Closed Account Adjustments	\$0.00	\$0.00	\$0.00
Total Payments Received (Applied to Acct Bal's)	\$9,308.15	\$1,493.25	\$10,801.40
Total Overpayments (OP)	\$(135.63)	\$0.00	\$(135.63)
Total Payments Received (plus overpayments)	\$9,443.78	\$1,493.25	\$10,937.03
Total Overpayment Returns (\$ not deposited)	\$0.00	\$0.00	\$0.00
Total Payments Received (less OP returns)	\$9,443.78	\$1,493.25	\$10,937.03
Less Payment Kept By (PKB, \$ kept by service)	\$0.00	\$0.00	\$0.00
Total Deposits	\$9,443.78	\$1,493.25	\$10,937.03
Summary of Disbursement			
Total Deposits & Payments Kept By	\$9,443.78	\$1,493.25	\$10,937.03
Less Overpayment Refunds (patient / ins reimbursement)	\$(135.63)	\$0.00	\$(135.63)
Gross Revenue	\$9,308.15	\$1,493.25	\$10,801.40
Total LifeQuest Fee	\$651.57	\$363.34	\$1,014.91
Probate Fees	\$0.00	\$0.00	\$0.00
Other / Fees			\$0.00
Total Due LifeQuest	Check #	EFT	\$1,014.91
Total Service Revenue	\$8,656.58	\$1,129.91	\$9,786.49
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	\$9,786.49

Messages:

Total deposits EOM differ from bank statement by \$135.63 due to TRIP payment from April received in error. MK 8.7.13



JOHNSON CREEK FIRE & EMS DEPT

Billing Reconciliation Summary
July 2013

155

Charges

Prior Month's Balance	\$41,383.91
July Charges	\$25,335.88

Subtotal of Charges **\$66,719.79**

Adjustments

Intercept	\$0.00
Credit Tagged	\$0.00
Per Contract	\$0.00
LifeQuest Collections	\$3,898.47
Closed	\$0.00
Other	\$13,462.92

Total Adjustments for the Month **\$17,361.39**

Credits

Cash / Check	\$2,982.38
Contract Payments	\$0.00
Credit Card	\$0.00
Direct Deposit	\$3,425.14
Hospital	\$0.00
Insurance	\$3,036.26
Payment Kept By	\$0.00

Total Payments Received for the Month **\$9,443.78**

Overpayment

Recoopment	\$0.00
Refunds	\$-135.63
Returns	\$0.00
Service Payable	\$0.00
Other	\$0.00

Total Overpayments for the Month **-\$135.63**

Total for Reconciliation Summary **\$40,050.25**

Ending Balance of Accounts Receivables **\$40,050.25**

REVENUE/EXPENDITURE REPORT

Village of Johnson Creek

For the Period: 1/1/2013 to 8/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 1 - GENERAL FUND							
Revenues							
Dept: 000.000							
Acct Class: 9440 Public charges for services							
448.100 EMS RUN RECEIPTS	90,000.00	90,000.00	48,741.26	10,111.35	0.00	41,258.74	54.2

REVENUE/EXPENDITURE REPORT

Village of Johnson Creek

For the Period: 1/1/2013 to 8/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 1 - GENERAL FUND							
Revenues							
Dept: 000.000							
Acct Class: 9440 Public charges for services							
479.150 EMS RUN RECEIPTS PRIOR YEAR	90,000.00	90,000.00	34,811.61	644.97	0.00	55,188.39	38.7

REVENUE/EXPENDITURE REPORT

Village of Johnson Creek

For the Period: 1/1/2013 to 8/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 1 - GENERAL FUND							
Expenditures							
Dept: 523.500 AMBULANCE							
Acct Class: 9510 Salary expenses							
510.200 PART-TIME SALARIES EXPENSE	106,656.00	106,656.00	61,759.64	8,379.02	0.00	44,896.36	57.9
Salary expenses	106,656.00	106,656.00	61,759.64	8,379.02	0.00	44,896.36	57.9
Acct Class: 9520 FRINGE BENEFITS							
520.100 SOCIAL SECURITY EXPENSE	8,164.00	8,164.00	3,866.21	0.00	0.00	4,297.79	47.4
520.200 WI RETIREMENT FUND EXPENSE	1,999.00	1,999.00	2,287.05	0.00	0.00	-288.05	114.4
520.300 HEALTH INSURANCE EXPENSE	0.00	0.00	1,512.89	175.55	0.00	-1,512.89	0.0
520.700 TRAINING/EDUCATION EXPENSE	3,500.00	3,500.00	2,678.13	1,459.50	0.00	821.87	76.5
520.800 OTHER FRINGE BENEFIT EXPENSE	1,000.00	1,000.00	290.22	0.00	0.00	709.78	29.0
FRINGE BENEFITS	14,663.00	14,663.00	10,634.50	1,635.05	0.00	4,028.50	72.5
Acct Class: 9530 OPERATING EXPENSES							
530.100 MISCELLANEOUS EXPENSE	250.00	250.00	161.96	36.00	0.00	88.04	64.8
530.200 UTILITIES EXPENSE	6,090.00	6,090.00	4,089.77	352.93	0.00	2,000.23	67.2
530.250 BUILDING EXPENSES	2,500.00	2,500.00	1,171.79	40.82	0.00	1,328.21	46.9
530.300 OFFICE SUPPLIES EXPENSE	800.00	800.00	303.80	188.68	0.00	496.20	38.0
530.400 OPERATING SUPPLIES EXPENSE	11,500.00	11,500.00	6,759.20	754.38	0.00	4,740.80	58.8
530.500 TRANSPORTATION EXPENSE	4,500.00	4,500.00	2,414.83	345.28	0.00	2,085.17	53.7
530.510 AMBULANCE REPAIR & MAINT. EXP	1,300.00	1,300.00	1,257.75	0.00	0.00	42.25	98.8
530.700 REPAIRS EXPENSE	5,000.00	5,000.00	1,980.45	0.00	0.00	3,019.55	39.6
530.800 PERMITS-FEES-DUES EXPENSE	1,000.00	1,000.00	969.50	0.00	0.00	30.50	97.0
OPERATING EXPENSES	32,940.00	32,940.00	19,109.05	1,718.09	0.00	13,830.95	58.0
Acct Class: 9539 OUTSIDE SERVICES EMPLOYED							
530.900 OUTSIDE SERVICES EXPENSE	24,500.00	24,500.00	16,228.45	4,027.97	0.00	8,271.55	66.2
OUTSIDE SERVICES EMPLOYED	24,500.00	24,500.00	16,228.45	4,027.97	0.00	8,271.55	66.2
AMBULANCE	178,759.00	178,759.00	107,731.64	15,760.13	0.00	71,027.36	60.3
Expenditures	178,759.00	178,759.00	107,731.64	15,760.13	0.00	71,027.36	60.3
Net Effect for GENERAL FUND	-178,759.00	-178,759.00	-107,731.64	-15,760.13	0.00	-71,027.36	60.3
Change in Fund Balance:			0.00				
Grand Total Net Effect:	-178,759.00	-178,759.00	-107,731.64	-15,760.13	0.00	-71,027.36	

Village of Johnson Creek

For the Period: 1/1/2013 to 8/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 1 - GENERAL FUND							
Expenditures							
Dept: 523.500 AMBULANCE							
Acct Class: 9510 Salary expenses							
510.200 PART-TIME SALARIES EXPENSE	106,656.00	106,656.00	61,759.64	8,379.02	0.00	44,896.36	57.9
Salary expenses							
Acct Class: 9520 FRINGE BENEFITS							
520.100 SOCIAL SECURITY EXPENSE	8,164.00	8,164.00	3,866.21	0.00	0.00	4,297.79	47.4
520.200 WI RETIREMENT FUND EXPENSE	1,999.00	1,999.00	2,287.05	0.00	0.00	-288.05	114.4
520.300 HEALTH INSURANCE EXPENSE	0.00	0.00	1,512.89	175.55	0.00	-1,512.89	0.0
520.700 TRAINING/EDUCATION EXPENSE	3,500.00	3,500.00	2,678.13	1,459.50	0.00	821.87	76.5
520.800 OTHER FRINGE BENEFIT EXPENSE	1,000.00	1,000.00	290.22	0.00	0.00	709.78	29.0
FRINGE BENEFITS							
Acct Class: 9530 OPERATING EXPENSES							
530.100 MISCELLANEOUS EXPENSE	250.00	250.00	161.96	36.00	0.00	88.04	64.8
530.200 UTILITIES EXPENSE	6,090.00	6,090.00	4,089.77	352.93	0.00	2,000.23	67.2
530.250 BUILDING EXPENSES	2,500.00	2,500.00	1,171.79	40.82	0.00	1,328.21	46.9
530.300 OFFICE SUPPLIES EXPENSE	800.00	800.00	303.80	188.68	0.00	496.20	38.0
530.400 OPERATING SUPPLIES EXPENSE	11,500.00	11,500.00	6,759.20	754.38	0.00	4,740.80	58.8
530.500 TRANSPORTATION EXPENSE	4,500.00	4,500.00	2,414.83	345.28	0.00	2,085.17	53.7
530.510 AMBULANCE REPAIR & MAINT. EXP	1,300.00	1,300.00	1,257.75	0.00	0.00	42.25	96.8
530.700 REPAIRS EXPENSE	5,000.00	5,000.00	1,980.45	0.00	0.00	3,019.55	39.6
530.800 PERMITS-FEES-DUES EXPENSE	1,000.00	1,000.00	969.50	0.00	0.00	30.50	97.0
OPERATING EXPENSES							
Acct Class: 9539 OUTSIDE SERVICES EMPLOYED							
530.900 OUTSIDE SERVICES EXPENSE	24,500.00	24,500.00	16,228.45	4,027.97	0.00	8,271.55	66.2
OUTSIDE SERVICES EMPLOYED							
AMBULANCE							
	178,759.00	178,759.00	107,731.64	15,760.13	0.00	71,027.36	60.3
Expenditures							
	178,759.00	178,759.00	107,731.64	15,760.13	0.00	71,027.36	60.3
Net Effect for GENERAL FUND							
Change in Fund Balance:	-178,759.00	-178,759.00	-107,731.64	-15,760.13	0.00	-71,027.36	60.3
	0.00		0.00				
Grand Total Net Effect:							
	-178,759.00	-178,759.00	-107,731.64	-15,760.13	0.00	-71,027.36	

REVENUE/EXPENDITURE REPORT

Village of Johnson Creek

For the Period: 1/1/2013 to 8/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 9 - FIRE/EMS							
Revenues							
Dept: 000.000							
Acct Class: 9413 General property taxes							
411.010 TOWN OF AZTALAN - TAXES	22,812.00	22,812.00	22,812.00	0.00	0.00	0.00	100.0
411.030 TOWN OF FARMINGTON - TAXES	75,864.00	75,864.00	75,864.00	0.00	0.00	0.00	100.0
411.040 TOWN OF MILFORD - TAXES	9,770.00	9,770.00	9,770.00	0.00	0.00	0.00	100.0
411.050 TOWN OF WATERTOWN - TAXES	28,045.00	28,045.00	28,045.00	0.00	0.00	0.00	100.0
411.060 VILLAGE OF JOHNSON CREEK - TAX	232,570.00	232,570.00	232,570.00	0.00	0.00	0.00	100.0
General property taxes	369,061.00	369,061.00	369,061.00	0.00	0.00	0.00	100.0
Acct Class: 9420 Intergovernmental revenues							
422.200 2% FIRE INSURANCE DUES	8,750.00	8,750.00	9,366.57	0.00	0.00	-616.57	107.0
422.205 2% FIRE DUES FROM TOWNS	6,128.00	6,128.00	6,657.66	3,496.02	0.00	-529.66	108.6
499.100 FROM RESERVES	0.00	22,229.00	0.00	0.00	0.00	22,229.00	0.0
Intergovernmental revenues	14,878.00	37,107.00	16,024.23	3,496.02	0.00	21,082.77	43.2
Acct Class: 9440 Public charges for services							
448.200 FIRE INSPECTIONS	1,500.00	1,500.00	200.00	0.00	0.00	1,300.00	13.3
Public charges for services	1,500.00	1,500.00	200.00	0.00	0.00	1,300.00	13.3
Acct Class: 9470 Miscellaneous revenues							
471.100 DONATIONS	0.00	0.00	165.00	65.00	0.00	-165.00	0.0
479.100 REFUND OF PRIOR YEARS EXPENSE	2,500.00	2,500.00	8,464.56	45.08	0.00	-5,964.56	338.6
479.200 MISCELLANEOUS REVENUES	250.00	250.00	475.00	0.00	0.00	-225.00	190.0
479.550 INS REIMBURSEMENTS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Miscellaneous revenues	3,750.00	3,750.00	9,104.56	110.08	0.00	-5,354.56	242.8
Acct Class: 9481 Interest revenues							
481.100 INTEREST ON TEMP INVESTMENTS	3,200.00	3,200.00	995.93	0.00	0.00	2,204.07	31.1
Interest revenues	3,200.00	3,200.00	995.93	0.00	0.00	2,204.07	31.1
Dept: 000.000	392,389.00	414,618.00	395,385.72	3,606.10	0.00	19,232.28	95.4
Revenues	392,389.00	414,618.00	395,385.72	3,606.10	0.00	19,232.28	95.4
Expenditures							
Dept: 511.700 POLICE FIRE&EMS COMMISSION							
Acct Class: 9510 Salary expenses							
510.300 PER DIEMS EXPENSE	1,000.00	1,000.00	350.00	0.00	0.00	650.00	35.0
Salary expenses	1,000.00	1,000.00	350.00	0.00	0.00	650.00	35.0
Acct Class: 9520 FRINGE BENEFITS							
520.100 SOCIAL SECURITY EXPENSE	77.00	77.00	0.00	0.00	0.00	77.00	0.0
FRINGE BENEFITS	77.00	77.00	0.00	0.00	0.00	77.00	0.0
Acct Class: 9530 OPERATING EXPENSES							
530.300 OFFICE SUPPLIES EXPENSE	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATING EXPENSES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
POLICE FIRE&EMS COMMISSION	1,177.00	1,177.00	350.00	0.00	0.00	827.00	29.7
Dept: 514.100 ADMINISTRATOR							
Acct Class: 9510 Salary expenses							
510.100 FULL-TIME SALARIES EXPENSE	18,798.00	18,798.00	2,884.02	0.00	0.00	15,913.98	15.3
Salary expenses	18,798.00	18,798.00	2,884.02	0.00	0.00	15,913.98	15.3
ADMINISTRATOR	18,798.00	18,798.00	2,884.02	0.00	0.00	15,913.98	15.3
Dept: 514.200 CLERK & ASSISTANT							
Acct Class: 9510 Salary expenses							

REVENUE/EXPENDITURE REPORT

Village of Johnson Creek

For the Period: 1/1/2013 to 8/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 9 - FIRE/EMS							
Expenditures							
Dept: 514.200 CLERK & ASSISTANT Acct Class: 9510 Salary expenses							
510.100 FULL-TIME SALARIES EXPENSE	18,798.00	18,798.00	18,733.81	0.00	0.00	64.19	99.7
Salary expenses	18,798.00	18,798.00	18,733.81	0.00	0.00	64.19	99.7
CLERK & ASSISTANT	18,798.00	18,798.00	18,733.81	0.00	0.00	64.19	99.7
Dept: 514.700 CENTRAL INFORMATION SYSTEMS Acct Class: 9539 OUTSIDE SERVICES EMPLOYED							
530.900 OUTSIDE SERVICES EXPENSE	1,030.00	1,030.00	0.00	0.00	0.00	1,030.00	0.0
OUTSIDE SERVICES EMPLOYED	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 Acct Class: 9539 OUTSIDE SERVICES EMPLOYED							
530.900 OUTSIDE SERVICES EXPENSE	3,180.00	3,180.00	800.00	0.00	0.00	2,380.00	25.2
OUTSIDE SERVICES EMPLOYED	3,180.00	3,180.00	800.00	0.00	0.00	2,380.00	25.2
AUDITOR	3,180.00	3,180.00	800.00	0.00	0.00	2,380.00	25.2
Dept: 516.100 ATTORNEY Acct Class: 9539 OUTSIDE SERVICES EMPLOYED							
530.900 OUTSIDE SERVICES EXPENSE	3,500.00	3,500.00	345.00	0.00	0.00	3,155.00	9.9
OUTSIDE SERVICES EMPLOYED	3,500.00	3,500.00	345.00	0.00	0.00	3,155.00	9.9
ATTORNEY	3,500.00	3,500.00	345.00	0.00	0.00	3,155.00	9.9
Dept: 518.100 RISK MANAGEMENT Acct Class: 7700 EXPENDITURES							
560.110 PROPERTY INSURANCE	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	0.0
560.120 LIABILITY INSURANCE	2,900.00	2,900.00	1,427.14	0.00	0.00	1,472.86	49.2
560.130 AUTO INSURANCE	8,300.00	8,300.00	3,970.50	0.00	0.00	4,329.50	47.8
560.140 WORKMAN'S COMP INSURANCE	2,000.00	2,000.00	788.00	0.00	0.00	1,212.00	39.4
560.145 ACCIDENT INSURANCE	1,850.00	1,850.00	1,899.00	0.00	0.00	-49.00	102.6
EXPENDITURES	16,150.00	16,150.00	8,084.64	0.00	0.00	8,065.36	50.1
RISK MANAGEMENT	16,150.00	16,150.00	8,084.64	0.00	0.00	8,065.36	50.1
Dept: 523.100 FIRE PROTECTION Acct Class: 9510 Salary expenses							
510.200 PART-TIME SALARIES EXPENSE	88,635.00	88,635.00	49,100.65	0.00	0.00	39,534.35	55.4
Salary expenses	88,635.00	88,635.00	49,100.65	0.00	0.00	39,534.35	55.4
Acct Class: 9520 FRINGE BENEFITS							
520.100 SOCIAL SECURITY EXPENSE	9,657.00	9,657.00	5,310.89	0.00	0.00	4,346.11	55.0
520.200 WI RETIREMENT FUND EXPENSE	3,166.00	3,166.00	2,203.92	0.00	0.00	962.08	69.6
520.300 HEALTH INSURANCE EXPENSE	11,455.00	11,455.00	8,001.85	915.85	0.00	3,453.15	69.9
520.700 TRAINING/EDUCATION EXPENSE	3,000.00	3,000.00	1,036.34	0.00	0.00	1,963.66	34.5
520.720 OUTSIDE SEMINARS	500.00	500.00	0.00	0.00	0.00	500.00	0.0
520.740 FIRE PREVENTION DUES & MATERIA	500.00	500.00	0.00	0.00	0.00	500.00	0.0
520.800 OTHER FRINGE BENEFIT EXPENSE	2,500.00	2,500.00	589.89	0.00	0.00	1,910.11	23.6
FRINGE BENEFITS	30,778.00	30,778.00	17,142.89	915.85	0.00	13,635.11	55.7
Acct Class: 9530 OPERATING EXPENSES							
530.100 MISCELLANEOUS EXPENSE	400.00	400.00	438.94	62.12	0.00	-38.94	109.7
530.105 FIRE/EMS BAD DEBT EXPENSE	100.00	100.00	0.00	0.00	0.00	100.00	0.0
530.200 UTILITIES EXPENSE	13,000.00	13,000.00	5,997.43	521.00	0.00	7,002.57	46.1
530.250 BUILDING EXPENSES	8,000.00	8,000.00	6,262.98	0.00	0.00	1,737.02	78.3
530.300 OFFICE SUPPLIES EXPENSE	2,000.00	2,000.00	781.93	60.41	0.00	1,218.07	39.1

REVENUE/EXPENDITURE REPORT

Village of Johnson Creek

For the Period: 1/1/2013 to 8/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 9 - FIRE/EMS							
Expenditures							
Dept: 523.100 FIRE PROTECTION							
Acct Class: 9530 OPERATING EXPENSES							
530.400 OPERATING SUPPLIES EXPENSE	4,000.00	4,000.00	4,063.44	6.10	0.00	-63.44	101.6
530.500 TRANSPORTATION EXPENSE	4,000.00	4,000.00	2,151.35	604.52	0.00	1,848.65	53.8
530.600 TOOLS & EQUIPMENT EXPENSE	11,000.00	11,000.00	5,971.07	0.00	0.00	5,028.93	54.3
530.700 REPAIRS EXPENSE	10,000.00	10,000.00	3,612.63	1,254.50	0.00	6,387.37	36.1
530.800 PERMITS-FEES-DUES EXPENSE	1,500.00	1,500.00	1,205.00	0.00	0.00	295.00	80.3
OPERATING EXPENSES	54,000.00	54,000.00	30,484.77	2,508.65	0.00	23,515.23	56.5
Acct Class: 9539 OUTSIDE SERVICES EMPLOYED							
530.900 OUTSIDE SERVICES EXPENSE	10,000.00	10,000.00	6,479.87	0.00	0.00	3,520.13	64.8
OUTSIDE SERVICES EMPLOYED	10,000.00	10,000.00	6,479.87	0.00	0.00	3,520.13	64.8
Acct Class: 9540 CAPITAL OUTLAYS							
540.500 NEW EQUIPMENT	0.00	22,229.00	22,228.92	0.00	0.00	0.08	100.0
CAPITAL OUTLAYS	0.00	22,229.00	22,228.92	0.00	0.00	0.08	100.0
FIRE PROTECTION	183,413.00	205,642.00	125,437.10	3,424.50	0.00	80,204.90	61.0
Dept: 591.100 DEBT EXPENSE: PRINCIPAL							
Acct Class: 7700 EXPENDITURES							
580.200 FEES & DISCOUNT LONG-TERM NOTE	109,160.00	109,160.00	88,000.00	0.00	0.00	21,160.00	80.6
EXPENDITURES	109,160.00	109,160.00	88,000.00	0.00	0.00	21,160.00	80.6
DEBT EXPENSE: PRINCIPAL	109,160.00	109,160.00	88,000.00	0.00	0.00	21,160.00	80.6
Dept: 591.200 DEBT EXPENSE: INTEREST							
Acct Class: 7700 EXPENDITURES							
580.200 FEES & DISCOUNT LONG-TERM NOTE	34,865.00	34,865.00	26,193.63	8,090.00	0.00	8,671.37	75.1
EXPENDITURES	34,865.00	34,865.00	26,193.63	8,090.00	0.00	8,671.37	75.1
DEBT EXPENSE: INTEREST	34,865.00	34,865.00	26,193.63	8,090.00	0.00	8,671.37	75.1
Dept: 599.900 TRANSFERS							
Acct Class: 9530 OPERATING EXPENSES							
590.200 OPERATING TRANSFER TO GENERAL	2,318.00	2,318.00	2,318.00	2,318.00	0.00	0.00	100.0
OPERATING EXPENSES	2,318.00	2,318.00	2,318.00	2,318.00	0.00	0.00	100.0
TRANSFERS	2,318.00	2,318.00	2,318.00	2,318.00	0.00	0.00	100.0
Expenditures	392,389.00	414,618.00	273,146.20	13,832.50	0.00	141,471.80	65.9
Net Effect for FIRE/EMS	0.00	0.00	122,239.52	-10,226.40	0.00	-122,239.52	0.0
Change in Fund Balance:			122,239.52				
Grand Total Net Effect:	0.00	0.00	122,239.52	-10,226.40	0.00	-122,239.52	

Johnson Creek Fire & EMS Activity Report-July 2013

Date	Time	Location	Level	Transported	Dispatched Description
7/4/2013	16:12	F	ALS	yes	fire & ems responded for motor vehicle accident
7/5/2013	11:12	JC			fire responded for a vehicle fire
7/8/2013	12:05	JC	ALS	yes	ems responded for an unresponsive male
7/8/2013	19:58	JC	ALS	yes	ems responded for an individual who had fallen
7/8/2013	21:13	A		no	fire/ems responded for an employee pinned by a lift
7/9/2013	2:26	JC			fire responded for a general fire alarm
7/9/2013	9:41	JC	ALS	yes	ems responded for an individual with chest pains
7/9/2013	12:23	JC	ALS	yes	ems responded for an individual with a slow heart rate
7/9/2013	19:42	JC			fire responded for a general fire alarm
7/11/2013	15:11	JC	ALS	yes	ems responded for an individual with flu like symptoms
7/11/2013	17:51	JC			ems paged out for a head injury canceled enroute
7/12/2013	13:58	JC	ALS	yes	ems responded for an individual with an allergic reaction
7/13/2013	16:20	JC	ALS	yes	ems responded for an individual who was feeling weak
7/13/2013	19:35	F			fire department responded for a silo fire
7/14/2013	11:57	JC	ALS	yes	ems responded for an individual who had fallen
7/16/2013	19:14	W	BLS	no	ems responded for a lift assist
7/17/2013	10:37	W	ALS	yes	ems responded for an individual who was short of breath
7/18/2013	8:55	M	ALS	yes	ems responded for an individual who was short of breath
7/19/2013	12:10	JC	ALS	yes	ems responded for an individual with chest pains
7/19/2013	14:44	JC			fire responded for the mulch pile on fire
7/23/2013	15:27	JC	ALS	yes	ems responded for an individual with a slow heart rate
7/23/2013	17:56	JC	ALS	yes	ems & fire responded for a motor vehicle accident with injuries
7/24/2013	11:22	JC	ALS	yes	ems responded to the UW clinic to transport a patient
7/25/2013	11:16	JC	ALS	yes	fire/ems responded for a vehicle in a ditch and the person was having a panic attack
7/26/2013	16:30	JC			fire department responded for smoke in a group home
7/28/2013	3:18	F			Fire and ems responded for a fatal accident
7/28/2013	16:13	F	ALS	yes	ems responded for an individual with chest pains
7/28/2013	17:57	JC	ALS	yes	ems responded for an individual who was feeling weak
7/29/2013	9:33	JC	ALS	yes	ems responded for an individual with a decreased level of consciousness
7/31/2013	5:30	F		no	ems responded for an individual not feeling well

Total Emergency Responses			
Johnson Creek	Farmington		Watertown
21		5	2
Milford	Aztalan		Concord
1		1	

Activity Report	
Date	Activity Conducted
7/2/2013	SCBA weekly check
7/9/2013	SCBA weekly check
7/16/2013	SCBA weekly check
7/10/2013	agronoms emergencies
7/16/2013	general fire training
7/24/2013	EMS PPE SOG rollout
7/27/2013	EMS & Fire stoodby at Burn out

Wisconsin Building Inspections, LLP
 Building Inspector: Archie Stigney

PLUMBING PERMITS

Permit #	Date	Address	Parcel #	Owner	Contractor	Type	Fee
P13-031	7/1/2013	423 Parkview	141-0714-1244-83	O'marrah	Creek Plumbing	Outside water	35.00
P13-032	7/8/2013	400 N Watertown	141-0715-0731-00	Rock River Motor	Works Plumbing	Commercial	875.00
P13-033	7/8/2013	640 Meadowview	141-0715-1842-29	Graf	Owner	Remodel	35.00
P13-034	7/17/2013	320 Kensington	141-0714-1313-24	Nevermann	Mewis	Water Softner	35.00
P13-035	7/22/2013	1112 Red Oak	141-0715-0634-17	Loos Homes	Gallitz Grading	S/W	110.00
P13-036	7/24/2013	112 Mark	141-0715-1723-11	Droessler	Owner	NSF	291.00
Total Fees							1,381.00

BUILDING PERMITS

Permit #	Date	Address	Parcel #	Owner	Contractor	Type	Fee	Est. Cost
B13-037A	7/3/2013	640 Meadowview	141-0715-1842-29	Graf	Owner	Remodel	90.00	\$15,000.00
B13-038A	7/8/2013	225 Pioneer Dr	141-0714-1244-64	Marschke	Always remodeling	Shed	30.00	\$2,000.00
B13-039A	7/17/2013	1112 Red Oak Circle	141-0715-0634-17	Jones	Loos Homes	NSF	897.00	\$227,000.00
B13-040	7/16/2013	112 Mark Drive	141-0715-1723-11	Droessler	Owner	NSF	938.00	\$250,000.00
Total Fees							1,955.00	

ELECTRICAL PERMITS

Permit #	Date	Address	Parcel #	Owner	Contractor	Type	Fee
E13-037	7/8/2013	640 Meadowview	141-0715-1842-29	Graf	Owner	Remodel	105.00
E13-038	7/22/2013	113 Parkview	141-0714-1244-44	Ryan	Owner	Remodel	50.00
E13-039	7/22/2013	1112 Red Oak	141-0715-0634-17	Loos Homes	Advance Electric	Outlets	164.00
E13-040	7/29/2013	116 Chapel Hill	141-0714-1312-19	Kamuchey	Brady Jaeger	NSF	166.00
E13-041	7/29/2013	665 w Linmar	141-0715-0713-02	Pine Cone Travel	FGE	Remodel	106.00
E13-042	cancelled						591.00
Total Fees							591.00

HEATING & AC

Permit #	Date	Address	Parcel #	Owner	Contractor	Type	Fee
H13-020	7/8/2013	640 Meadowview	141-0715-1842-29	Graf	Owner	Remodel	105.00
H13-021	7/15/2013	217 Williams	141-0714-1311-49	Bublitz	Kettle Moraine Heat Furnace	Remodel	70.00
H13-22	7/22/2013	600 Union	141-0714-1241-00	Trujillo	Kleckers Heating	A/C	35.00
H13-023	7/20/2013	116 Chapel hill	141-0714-1312-19	Kamuchey	Replacement Spec NSF		166.00
Total Fees							376.00
Total Fees							4,303.00
State Seal							-\$70.00
20% Village Retainage							-\$846.60
Total Due Building Inspector							\$3,386.40

Incident Summary by Nature

JOHNSON CREEK POLICE DEPT.

Incidents From: 7/1/2013 to: 7/31/2013

Date Run: 8/7/2013 3:30PM

Nature of Offense	Total
15 Day Equipment Citation	1
15 Day Equipment Warning	13
911 Hangups	13
Alarm - Business	2
Alarm - False	3
Alarm - Fire	1
Alcohol Operator License Check	5
Animal Bite	2
Animal Complaint	3
Annoying Telephone Calls	1
Assist - Motorist	2
Assist - Other Law Enforcement Agency	1
Assist Citizen	4
Assist EMS	12
Assist Fire	1
Assist Jefferson County Sheriff Dept.	4
BUSINESS CHECK	16
Criminal Damage to Property	2
Disorderly Conduct	2
Disorderly Conduct - Warning	3
Drug Information	1
Fireworks	5
Found Items / Property	1
Fraud	3
Fraud - NSF Checks	2
Harassment	1
Information	1
Keep The Peace	1
Lewd & Lacivious	1
Liquor Violation / Underage	1

Nature of Offense	Total
Lockout - Vehicles	4
Lost Items / Property	1
Loud Noise	3
Missing Adult	1
Missing Juvenile / Runaway	2
Neighbor Problems	1
Open Door / Window	1
Operating After Revocation	2
Operating After Suspension	2
Operating Without a License	1
Operating Without Vehicle Insurance	2
PARK CHECK	126
Parking - Misc. Violation	2
Reckless Driving	3
Residence Check	2
Seatbelt Violation	1
Sexual Assault of a Child	1
Speed Warning	18
Speeding Violation	32
Suspicious Person / Activity	2
Suspicious Vehicle	2
Theft - All Other	2
Theft - From Motor Vehicle	1
Theft - Gas Drive Off	3
Theft - Motor Vehicle	1
Theft - Retail/Shoplifting	9
Traffic Accident - Personal Injury	1
Traffic Accident - Property Damage	5
Traffic Violation - Warning	4
Turn, Stop, Signal Violation	1
Village Ordinance Violation	4
Violation of Restraining Order / Court Order	1
Welfare Check	5

Total Number of Offenses for Period:

354

DPW jobs to do

Rout and crack fill streets.

Paint markings (stop bars, crosswalks, etc.) on Lincoln, Deer Crossing, Cedar St., and Glover Ln.

Pick up compost and chip brush, which is part of our monthly schedule.

Mow all Village properties.

Jobs not listed but done

Repair cabinet at Village Hall. .5 hr

Clean and set up for Library child safety 2 men 3 hrs each = 6 hrs.

Clean up after Library child safety. 2 men = 3 hrs

Pull weeds around village hall, police dept, and clean up hill across from school on Milwaukee St.

Remove all No Parking signs in Tanner Ridge Sub.

Install No Truck sign on Village Walk Ln.

Install Crime Watch signs in Chapel Hill Sub.

Groom ball fields for Thundercats rental on Saturday.

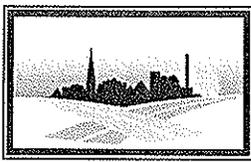
Water Utility Update (for September 2013)

- Fire hydrant repairs are on-going - four to be completed before October flushing
- Large water meter testing is scheduled for October
- Radio module installations continue on the walking route
- Distribution system monitoring completed for disinfection by-products - we are in full compliance

Sewer Utility Update (for September 2013)

- WDNR will be publishing a modified permit for review by the end of August. There is a 30 day response period and then the new modified permit (pending challenges) will be issued effective 10/31/2013 with an expiration date of 12/31/2014. We now will be reporting in mass loading or pounds per day of solids and nutrients discharged.
- New monitoring reports and daily bench sheets are being produced to comply with the new reporting requirements.
- We continue our attempts to open up access along The Johnson Creek at our monitoring sites. We are continuing our sampling efforts on the Rock River and The Johnson Creek for permit compliance data.

Peter Hartz
Johnson Creek Waterworks
200 Aztalan Street / P.O. Box 238
Johnson Creek, WI 53038



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

In attendance: President Greg Schopp, Trustees: Fred Albertz, David Blend, Barry Hemphill, Rory Holland, Tim Semo and Steven Wollin. Also in attendance: Administrator Mark Johnsrud, Library Director Luci Bledsoe, Fire Chief Jim Wolf, Police Chief Gary Bleecker, 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 Hemphill/Albertz motion carried on a 7-0 roll call vote to approve claims totaling \$262,864.87.

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

Department Reports - Public Works and Sewer/Water Utility – *For information only*

Approve Village Board Minutes of June 24, 2013

A Semo/Wollin motion carried to approve June 24, 2013 Village Board minutes.

Public Comment - none

Notices and Discussion

Blend attended a charitable event at the Community Center and was disappointed with the upkeep at the center. It was suggested to review the maintenance of the Community Center at the next Improvement and Services committee meeting.

Wollin stated he has pulled the plug on the Farmers Market.

Bledsoe provided reminder of the child safety fair on August 1st from 5:00p.m. – 7:00 p.m. at the Community Center.

Committee Reports - none

Committee Appointments –Community Innovative Committee

A Semo/Holland motion carried to make the following appointments to the Community Innovative Committee:

Community Innovation Committee per Resolution 29-13

Village President	2 yr	April'2015	Greg Schopp
Trustee Rep.	2 yr	April'2015	Barry Hemphill
Chamber Executive Director	2 yr	April'2015	Leigh Price
Town of Farmington Rep	2 yr	April'2015	Jody Knoebel
Member/JC Resident	2 yr	April'2015	Kelly Wollschlager
Member/JC Resident	2 yr	April'2015	Kevin Ryan
Member/JC Resident	2 yr	April'2015	Kyle Hans

Presentation – Dave Anderson - Debt Service Report

Dave Anderson reviewed the Village General Obligation debt. The outstanding General Obligation debt as of July 1, 2013 totals \$10,750,000. The four refunding issues that occurred in 2011 and 2012 are fully supported by TID revenues. The 2006, 2008 and 2010 issues are supported by the levy, Fire/EMS and Park Impact Fees with principal outstanding of \$3,470,000. Graphs were provided showing payments for each debt extended through 2025 along with the monthly debt service payments for the years 2013, 2014 and 2015. Water Utility currently does not have any debt and the Sewer Utility debt went to the TID's when the debt was refinanced.

Presentation – Leigh Price – Johnson Creek Chamber of Commerce – Budget Update

Price presented and reviewed her tourism recap document showing where the Room Tax dollars are being spent for tourism for the Chamber of Commerce.

Reconsideration Resolution 35-13 Amended Cabaret License Centennial Park – Ron Arndt

This resolution amends the previous resolution by changing the cabaret license name from Crossroads Cruzers to Ron Arndt and changes the date of the event.

A Semo/Albertz motion carried unanimously to reconsider Resolution 35-13.

A Semo/Albertz motion carried unanimously to amend the Resolution from Crossroads Cruzers to Ron Arndt, change the date to Saturday, July 27th and to change #6 to midnight July 28th.

A Hemphill/Semo motion carried unanimously to approve Resolution 35-13 as amended.

Public Hearing – Resolution 56-13 Natural Hazards Mitigation Plan 2013-2017 – Jefferson County

The Public hearing was called to order at 6:18 p.m. A Hemphill/Wollin motion carried unanimously to close the public hearing at 6:19 p.m. No comments were made at the public hearing.

Resolution 56-13 Natural Hazards Mitigation Plan 2013-2017 – Jefferson County

A Semo/Holland motion carried unanimously to approve Resolution 56-13 the natural hazards mitigation plan 2013-2017 – Jefferson County.

Resolution 57-13 Accept and File – Audited Financial Statements for Year Ended December 31, 2012 – Johnson Block and Company, Inc.

Hemphill commented on the recommendations of the auditor of 1) consider segregating capital projects activities into its own fund and 2) review of the water and sewer rates.

A Holland/Wollin motion carried on a 7-0 roll call vote to accept and file the audited financial statements for year ended December 31, 2012.

PLAN COMMISSION

Resolution 58-13 Rainbow Hospice Care – Site Plan

An Albertz/Wollin motion carried unanimously to approve Resolution 58-13 the Rainbow Hospice Care site plan subject to Village Planner Sarah Pittz approval of the revised landscape plan.

Resolution 59-13 Additional Operators Licenses for 2013/2014

A Blend/Hemphill motion carried unanimously to approve operators' licenses for Janelle M. Schick, Jared M. Bauer, Marvin Leschinsky and Taylor Ann Ranney.

VILLAGE BOARD MEETING
July 22, 2013

Resolution 60-13 Dissolution of Johnson Creek Community Fire Department, Inc.

A Holland/Albertz motion carried unanimously to file articles of dissolution of the Johnson Creek Community Fire Department, Inc. effective July 22, 2013.

Ordinance 08-13 Repeal and Recreate Chapter 33 Fees – adopt

A Semo/Holland motion carried on a 7-0 roll call vote to adopt Ordinance 08-13 that all municipal charges/fees will be modified from time to time by resolution.

Resolution 61-13 Approval Schedule of Fees – 2013

A Semo/Holland motion carried 7-0 on a roll call vote to approve Resolution 61-13 adopting the 2013 - schedule of fees – in accordance with Chapter 33-1 fees.

Closed Session

An Albertz/Holland motion carried on a 7-0 roll call vote to convene into closed session at 6:40 p.m. pursuant to Wisconsin Statutes §§19.85(1) (e) investing of public funds – *TID 2 – 310 & 312 Milwaukee Street* Reconvene in Open Session and §§19.85 (1)(e) negotiating of a contract *for the sale of Lot 8 of the Johnson Creek Wright Road Plat with Amy Hudson.*

Reconvene into Open Session

An Albertz/Hemphill motion carried unanimously to reconvene into open session at 6:50 p.m.

Next Village Board Meeting: August 26th - 5:30 p.m.

Adjourn

A Semo/Hemphill motion carried to adjourn at 6:50 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.



WISCONSIN DEPARTMENT OF
ADMINISTRATION

SCOTT WALKER
GOVERNOR

MIKE HUEBSCH
SECRETARY

Division of Intergovernmental Relations
Post Office Box 8944
Madison, WI 53708-8944
Voice (608) 266-0288
Fax (608) 267-6917

AUG 12 2013

0706
JOAN DYKSTRA
CLERK, VILLAGE OF JOHNSON CREEK
PO BOX 238
JOHNSON CREEK, WI 53038 - 0238

August 10, 2013

PRELIMINARY ESTIMATE OF JANUARY 1, 2013 POPULATION

Dear Municipal Clerk:

The Demographic Services Center's preliminary estimate of the January 1, 2013 population for the VILLAGE OF JOHNSON CREEK in JEFFERSON County is **2,818**. This represents a change of 80 persons (2.9 percent) since the 2010 Census.

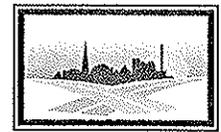
Wisconsin's total population is estimated at 5,716,000 which is a change of 29,014 persons and 0.5 percent.

Following is a summary of the data we used in estimating your population:

	2010 Census Count	2013 Preliminary Estimate
2010 U.S. Census Count	2,738	
January 1, 2013 Estimate		2,818
Motor vehicles registered	3,455	3,484
Percent of vehicles in State	0.066	0.069
Income tax filers	1,994	1,609
Percent of filers in State	0.055	0.047
Filers plus dependents	2,789	2,174
Percent of Filers plus dependents in State	0.057	0.048
Income tax returns	1,340	1,095
Percent of income tax returns in State	0.053	0.045
Institutional Population	0	0

In addition, in response to our housing survey that we sent you earlier this year, your municipality reported a net change of 11 housing units for calendar year 2012. (If we did not receive a survey from you, we estimated your change in housing stock or used other sources.)

Approximately 2,071 of the estimated population for the VILLAGE OF JOHNSON CREEK are of voting age. This courtesy estimate helps you to comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the census proportion of persons over 18 to the preliminary January 1 estimate, and then multiplying the result by a state-wide factor to account for the general aging of the population. Please note that, if you have an adult correctional facility in your municipality, its population is included in this voting-age estimate.



These minutes have not been approved by committee.

Chairperson Tim Semo called the meeting to order at 6:00 p.m. In attendance: Trustees Fred Albertz and Tim Semo. Absent and excused: Barry Hemphill. Also in attendance: Trustee Steven Wollin, Engineer Kevin Lord and Administrator Mark Johnsrud.

Statement of public notice

This meeting was posted and noticed according to law.

Public Comment - None

Approve Minutes of Special Meeting June 5, 2013

An Albertz/Semo motion carried unanimously to approve the June 5, 2013 special meeting minutes.

Discussion & Recommendation – Professional Services – Sewer Facility Study

MSA presented review of the tasks of their professional services agreement. Peter Hartz reviewed the DNR WWTP WPDES Permit Modification Notification letter dated July 30, 2013. The permit modification is effective October 1, 2013 and the DNR will provide Johnson Creek WWTP a draft of the modified permit for review and comment prior to a 30 day public notice period.

The committee referred this discussion to the next I & S meeting without recommendation.

Discussion & Recommendation – Union Pacific Rail Crossings on Depot St. and Lincoln St.

Administrator Johnsrud provided pictures of the Union Pacific rail crossings on both Depot Street and Lincoln Street. Fred Albertz indicated that the railroad has not cooperated in previous solicitations to repair the crossings.

An Albertz/Semo motion carried unanimously to recommend that the Village Board approve a formal written complaint to the Office of Commissioner of Railroads for repair/replacement of the Union Pacific Rail crossings on Depot Street, Lincoln Street and River Drive.

Discussion & Recommendation – Firemans Park – Playground Equipment

Johnsrud provided a site plan of Firemans Park for placement of playground equipment in accordance with the approved 2013 Capital Budget. Staff has reviewed the site and recommended traditional classic equipment to include a swing, slide and fitness equipment such as a ‘jungle gym’. These items should be able to be placed within budget if they do not exceed greater than 50% of the total budgeted amount to permit site preparation and engineered rubber “wood chips”.

An Albertz/Semo motion carried unanimously to permit staff to solicit bids for traditional, classic playground equipment and report back to the committee for approval.

Resolution 62-13 Professional Services Agreement – Compost Facility – MSA

Johnsrud reviewed the professional services agreement with MSA to provide four alternatives in the possible relocation of the current compost site on Aztalan Street

An Albertz/Semo motion carried unanimously to approve Resolution 62-13 Professional Services Agreement – Compost Facility – MSA.

Resolution 63-13 Sprint Spectrum, LLC – Water Tower Antenna Project Plan

Johnsrud reviewed the project plan of Sprint Spectrum to provide “kick” brackets to the handrail at the top of the watertower through the use of twelve 8” steel plates epoxied to the top of the water tower 2.5 feet from the existing handrail. MSA and Land Tank will inspect the project to completion to ensure that the project plan is in compliance with the lease agreement and does not damage the water tower. Trustee Albertz reinforced that all cost of inspection shall be paid by Sprint Spectrum. Johnsrud said that a \$1,500 retainer for inspection has been requested prior to final approval.

An Albertz/Semo motion carried unanimously to approve Resolution 63-13 Sprint Spectrum, LLC – Water Tower Project Plan.

Adjourn

An Albertz/Semo motion carried unanimously to adjourn at 6:50 p.m.

Tim Semo, Chair
Improvement & Services

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

**Personnel & Finance Committee
August 8, 2013**



These minutes have not been approved by committee.

Chair David Blend called the meeting to order at 5:30 p.m. In attendance: Trustees David Blend and Rory Holland. Absent and excused: Trustee Barry Hemphill. Also in attendance: Trustee: Steven Wollin, Administrator Mark Johnsrud and Clerk-Treasurer Joan Dykstra

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

Approve Minutes of April 22, 2013 Meeting

A Holland/Blend motion carried unanimously to approve April 22, 2013 minutes.

Resolution 64-13 Restricted Account Designation Change – TID 3 Debt to Parks

A Holland/Blend motion carried unanimously to recommend approving reassigning the designation in the restricted account from “Reserved for TIF 3 Debt” to “Parks”.

Resolution 65-13 Restricted Account Designation Change – Historical Society to Parks

A Holland/Blend motion carried unanimously to recommend approving transferring the amount in the restricted account designation of “Historical Society” to “Parks”.

Resolution 66-13 Impact Fee Funds Transfer to Water Utility

A Holland/Blend motion carried unanimously to recommend transferring the balance in the water impact fee account to the water utility cash account to reimburse the water fund expenditures related to water treatment.

Resolution 67-13 Impact Fee Funds Transfer to Sewer Utility

A Holland/Blend motion carried unanimously to recommend transferring the balance in the sewer impact fee account to the sewer cash account to reimburse the sewer cash account for expenditures related to the impact fee projects completed and paid out of the sewer cash account.

Resolution 68-13 Interest Due General Fund from TID 3

A Holland/Blend motion carried unanimously to recommend approving an inter fund interest rate on all funds advanced to TID #3 from the general fund from 2002 to date in the amount of 3%.

Resolution 69-13 Restricted Reserves – Sewer Utility

A Holland/Blend motion carried unanimously to recommend placing the remaining balances from the sewer bond redemption and sewer bond reserve accounts into a restricted reserve account “Waste Water Treatment Plant Expansion and Upgrades” account.

Resolution 70-13 Sale of Surplus Property

A Holland/Blend motion carried unanimously to recommend advertising all surplus property and approve the acceptance of bid and sale to the highest bidder.

Resolution 71-13 Amend 2013 TID 2 Budget Capital Outlay – Streets - LRIP

A Holland/Blend motion carried unanimously to recommend approving the mill and overlay replacement project on Hartwig Blvd, and Village Walk Lane from a general fund disbursement to a TIF #2 project.

Discussion & Recommendation – Review 2010 Reduction of Sewer Rates

After discussion – no action taken.

Discussion & Recommendation – Funding of Capital Budget

Discussion only and will discuss further at the next meeting.

Discussion Effects of Patient Health Act of 2009

Discussion only.

Discussion ETF Income Continuation Insurance

Johnsrud stated in response to Holland that currently there is a premium holiday for ICI insurance but the policy is the village pays for 90 days and if the employee wants 30 day coverage they would be liable for the premium.

Adjourn

A Holland/Blend motion carried to adjourn at 6:55 p.m.

David Blend, Chair
Personnel & Finance

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

PLAN COMMISSION
August 15, 2013



Greg Schopp called the Plan Commission meeting to order at 5:30 p.m. In attendance: Plan Commissioners Nick Ansay, David Blend, Carol O'Neil, Greg Schopp and Scott Thomas. David Armstrong, Chad Chapman were absent and excused. Village Trustee in attendance: Steve Wollin. Also in attendance: Village Administrator Mark Johnsrud.

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

Approve Minutes of July 22, 2013

Thomas/Blend motion carried unanimously to approve July 22, 2013 minutes.

Personal Appearances

None

Resolution 72-13 Amy Hudson – Vet Clinic – Site Plan

Administrator Johnsrud reviewed the letters from Village Planner, Sarah Pittz and Village Engineer, Kevin Lord on their review of the site plan. Approval Resolution 72-13 includes approval of the final site plan by the Village Engineer and Village Planner.

A Blend/O'Neil motion carried unanimously to approve Resolution 72-13 Amy Hudson – Vet Clinic -- site plan located on the northern one half of lot 8 of the Johnson Creek Wright Road plat.

Next Meeting - September 19, 2013 – 5:30 p.m.

Adjourn

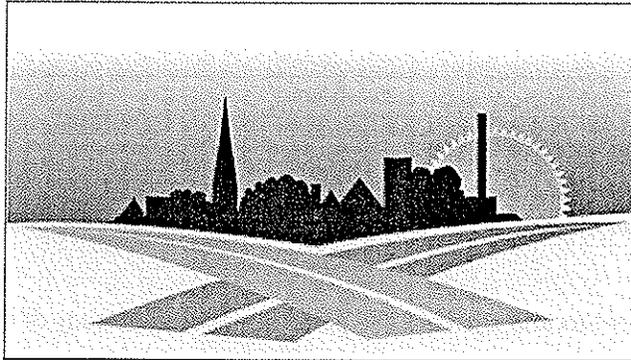
An Ansay/Blend motion carried to adjourn at 5:49 p.m.

Mark Johnsrud
Village Administrator

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

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 62-13

PROFESSIONAL SERVICES AGREEMENT COMPOST FACILITY - MSA

Improvement & Services 8-7-13 *approved 2-0*

Village Board 8-26-13

Requested by: Village Administrator

Introduced by: Village President Greg Schopp

RESOLUTION 62-13

PROFESSIONAL SERVICES AGREEMENT
COMPOST FACILITY – MSA

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

WHEREAS, the adopted 2013 budget includes capital expenditures for a relocation study of the compost facility in the amount \$4,600, and

WHEREAS, MSA has provided a professional services agreement to perform a relocation study of the compost facility in the amount of \$4,600, and

NOW THEREFORE BE IT RESOLVED, the Board of Trustees of the Village of Johnson Creek approve a professional services agreement with MSA to complete a relocation study of the compost facility in an amount not to exceed \$4,600 as adopted within the 2013 budget, and

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

PASSED AND ADOPTED by the Village Board of Trustees this 26th day of August, 2013.

Greg Schopp, Village President

ATTEST:

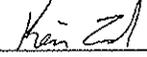
Joan Dykstra, Clerk-Treasurer

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

VILLAGE OF JOHNSON CREEK

MSA PROFESSIONAL SERVICES, INC.

Greg Schopp
Village President
Date: _____



Kevin Lord, PE, RLS
Consulting Village Engineer
Date: 7-30-13

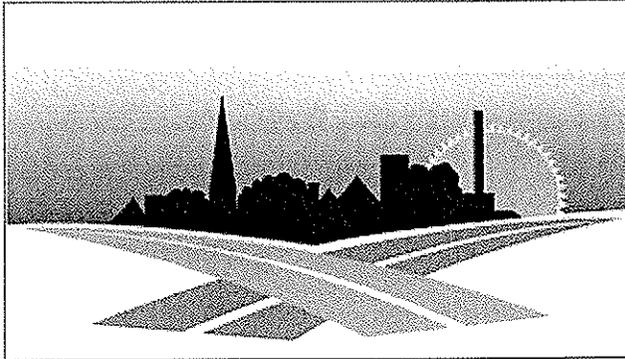
Clerk Name: _____
Date: _____

125 Depot Street, PO Box 238
Johnson Creek, WI 53038
Phone: 920-699-2296
Fax: 920-699-2292

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

Village of Johnson Creek

Crossroads with A Future



RESOLUTION 63-13

SPRINT SPECTRUM, LLC WATER TOWER ANTENNA PROJECT PLAN

Improvement and Services 8-7-13 *approved 2-0*

Village Board 8-26-13

Requested by: Sprint Spectrum - Nexius

Introduced by: Village Trustee Tim Semo

RESOLUTION 63-13

SPRINT SPECTRUM, LLC
WATER TOWER ANTENNA PROJECT PLAN

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

WHEREAS, the Village entered a five year lease agreement with four (4) consecutive 5 year options to Sprint Spectrum on December 17, 1997 for the placement of a cellular antenna at the top of the Village water tower at 525 Bobcat Lane, and

WHEREAS, Section 7 of the lease agreement requires that any additions, alterations or improvements to the premise or property require prior approval of the Village, and

WHEREAS, Sprint Spectrum, in conjunction with Nexius, has provided an antenna project plan which places new antennas to the existing railing however, the railing must now be braced with twelve (12) kicker braces which will be mounted to the railing and extend back two and one-half feet to an 8" steel plate expoxied to the top of the water tower, and

WHEREAS, MSA shall inspect the placement and installation to ensure compliance with all federal, state and local codes and ensure the installation does not degrade the painted surface of the exterior or interior surfaces of the water tower, and

NOW THEREFORE BE IT RESOLVED, the Board of Trustees of the Village of Johnson Creek approve the water tower antenna project plan as submitted by Sprint Spectrum subject to approval and inspection by MSA, and

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

PASSED AND ADOPTED by the Village Board of Trustees this 26th day of August, 2013.

Greg Schopp, Village President

ATTEST:

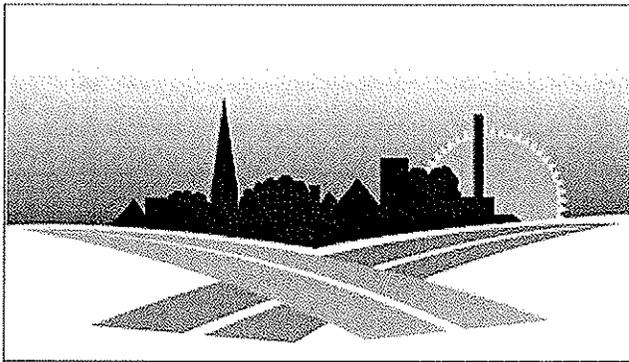
Joan Dykstra, Clerk-Treasurer

 ML33C627 JOHNSON CREEK WT 140' WATER TOWER 525 HARTWIG BLVD. JOHNSON CREEK, WI 53036	PROJECT INFORMATION		SHEET INDEX	 8331 SPRING PARKWAY OVERLAND PARK, KS 66204 NEXIUS 8783 WASHINGTON STREET SUITE 200 WEST ALTON, WI 53114 OFFICE: (414) 940-3118 RAMAKER & ASSOCIATES, INC. 1120 Dana Street, Sixth City, WI 53103 Phone: (262) 651-4100 Fax: (262) 651-1900 www.Ramaker.com
	GENERAL LOCATION		VICINITY MAP	

	 8331 SPRING PARKWAY OVERLAND PARK, KS 66204 NEXIUS 8783 WASHINGTON STREET SUITE 200 WEST ALTON, WI 53114 OFFICE: (414) 940-3118 RAMAKER & ASSOCIATES, INC. 1120 Dana Street, Sixth City, WI 53103 Phone: (262) 651-4100 Fax: (262) 651-1900 www.Ramaker.com	
TEMPORARY SITE PLAN		

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 64-13

RESTRICTED ACCOUNT DESIGNATION CHANGE TID 3 DEBT TO PARKS

Personnel & Finance 8-8-2013 *approved 2-0*

Village Board 8-26-2013

Requested by: Clerk-Treasurer Joan Dykstra

Introduced by: Chair of Personnel & Finance – David Blend

RESOLUTION 64-13

**RESTRICTED ACCOUNT DESIGNATION CHANGE
TID 3 DEBT TO PARKS**

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

WHEREAS the Village Board by Resolution 41-08 restricted \$200,000 from General Fund cash for future debt payments for TIF #3 in the event TIF #3 was unable to make such payments due to delinquent taxes and special assessment payments; and

WHEREAS, \$146,045 was borrowed from this fund by Resolution 79-09 for a portion of the cost to construct the Centennial Park pavilion, and Resolutions 79-09 and 04-11 authorize repayment of such from the portion of quarterly room tax collected for park improvements until the debt is paid in full; and

WHEREAS, \$21,174.80 was reassigned in the restricted account from "Reserved for TIF 3 Debt" to other designations by Resolution 179-10 and \$60,825.41 was transferred to General fund cash for the 2010 budget by Resolution 195-10; and

WHEREAS, the need for funds designated as "Reserved for TIF #3 Debt" has been eliminated by TIF amendments passed by the Village Board in 2012 making TIF #2 a donor TID in the event TIF #3 does not generate sufficient revenue for its debt payments;

NOW THEREFORE BE IT RESOLVED, the Village Board hereby reassigns \$38,019.82 in the restricted account designated "Reserved for TIF 3 Debt" as well as future payments from room taxes for the Centennial Park pavilion and any interest earned but not yet posted to the restricted account designation "Parks".

BE IT FURTHER RESOLVED, this budget change does not increase or decrease the total budget and the Village Administrator and/or the Village Clerk Treasurer have the authority to effectuate this resolution.

PASSED AND ADOPTED BY the Village Board of Trustees this 26th day of August, 2013.

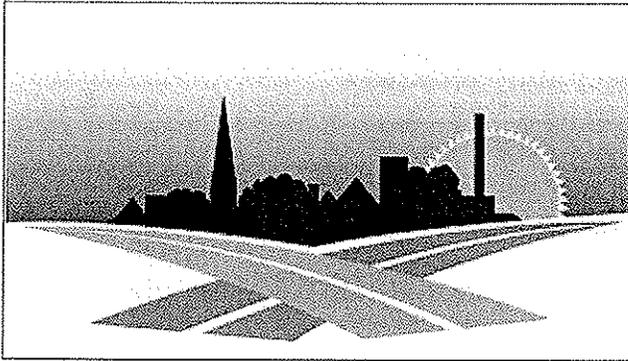
Greg Schopp, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 65-13

RESTRICTED ACCOUNT DESIGNATION CHANGE HISTORICAL SOCIETY TO PARKS

Personnel & Finance 8-08-13 *approved 2-0*

Village Board 8-26-13

Requested by: Clerk-Treasurer Joan Dykstra

Introduced by: Chair of Personnel & Finance – David Blend

RESOLUTION 65-13

RESTRICTED ACCOUNT DESIGNATION CHANGE
HISTORICAL SOCIETY TO PARKS

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

WHEREAS, the Village Board restricted \$25,000 from General fund cash for use in updating the former Village Garage to a facility to be leased by the Johnson Creek Historical Society with Resolution 101-10; and

WHEREAS, this amount earned interest between the time it was restricted and the time it was used for building improvements and the balance of the interest earned is currently \$315.86, and

NOW THEREFORE BE IT RESOLVED, \$315.86 and any interest earned but not yet posted in the restricted account designated "Historical Society" be transferred to the restricted account designated for "Parks",

BE IT FURTHER RESOLVED, this budget change does not increase or decrease the total budget and the Village Administrator and/or the Village Clerk Treasurer have the authority to effectuate this resolution.

PASSED AND ADOPTED BY the Village Board of Trustees this 26th day of August, 2013.

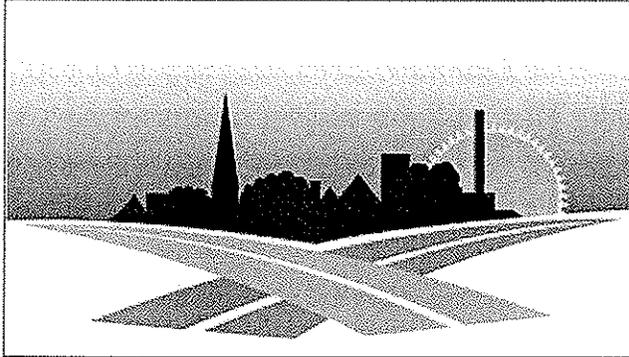
Greg Schopp, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 66-13

IMPACT FEE FUNDS TRANSFER TO WATER UTILITY

Personnel and Finance 8-08-13 *approved 2-0*

Village Board 8-26-13

Requested by: Village Clerk-Treasurer Joan Dykstra

Introduced by: Chair Personnel and Finance David Blend

RESOLUTION 66-13

IMPACT FEE FUNDS TRANSFER TO WATER UTILITY

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

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

WHEREAS, Water Treatment projects to reduce radium levels have been completed as outlined in the Impact Fee analysis,

NOW THEREFORE BE IT RESOLVED, the Johnson Creek Village Board approves a funds transfer from the Impact Fee account 2-115.150 to Water cash 2-100.001 in the amount of \$34,269.48 as well as any interest earned but not yet posted, to reimburse Water fund expenditures related to Water Treatment.

BE IT FURTHER RESOLVED, this budget change does not increase or decrease the total budget and the Village Administrator and/or the Village Clerk Treasurer have the authority to effectuate this resolution.

PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek this 26th day of August, 2013.

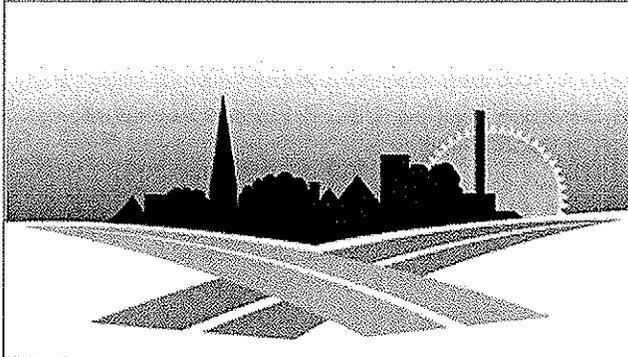
Greg Schopp, Village President

ATTEST:

Joan Dykstra, Clerk - Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 67-13

IMPACT FEE FUNDS TRANSFER TO SEWER UTILITY

Personnel and Finance 8-08-13 *approved 2-0*

Village Board 8-26-13

Requested by: Village Clerk-Treasurer Joan Dykstra

Introduced by: Chair Personnel and Finance David Blend

RESOLUTION 67-13

IMPACT FEE FUNDS TRANSFER TO SEWER

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

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

WHEREAS, Wastewater Treatment Facility projects including an office and lab expansion with a needs analysis related to potential facility upgrade phase two have been completed per the Impact Fee analysis,

NOW THEREFORE BE IT RESOLVED, the Johnson Creek Village Board approves a funds transfer from the Impact Fee account 3-115.150 to Sewer cash 3-100.001 in the amount of \$49,788.47 as well as any interest earned but not yet posted, to reimburse the Sewer fund expenditures related to the above listed projects.

BE IT FURTHER RESOLVED, this budget change does not increase or decrease the total budget and the Village Administrator and/or the Village Clerk Treasurer have the authority to effectuate this resolution.

PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek this 26th day of August, 2013.

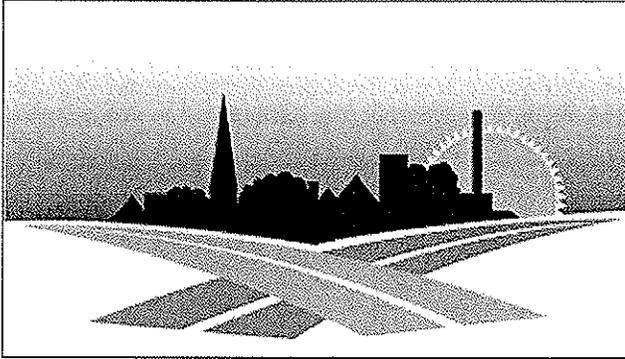
Greg Schopp, Village President

ATTEST:

Joan Dykstra, Clerk - Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 68-13

INTEREST DUE GENERAL FUND FROM TID 3

Personnel and Finance 8-08-13 *approved 2-0*

Village Board 8-26-13

Requested by: Village Clerk-Treasurer

Introduced by: Chair Personnel & Finance David Blend

RESOLUTION 68-13

INTEREST DUE GENERAL FUND FROM TID 3

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

WHEREAS, the Village General Fund has made various loans to TIF #3 between 2002 and 2007 totaling \$897,564 with the last transaction date of November 30, 2007; and

WHEREAS, Johnson Block and Company, Inc. has recommended in audit communications to the Village Board that the terms of these advances be formalized, including the assignment of an interest rate; and

WHEREAS, the interest rate for the interfund advance due from TIF #3 to the General Fund shall be 3% and shall be backdated to the dates of the loan transactions; and

WHEREAS, TIF #3 will pay the total amount of principal and interest due to the General Fund either at the close of the TIF or if funds become available at a date prior to the TIF closing; and

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees hereby approve an interfund interest rate on all funds advanced to TID #3 from the General Fund from 2002 to date in the amount of 3%, and

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

PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek, Jefferson County, Wisconsin this 26th day of August, 2013.

VILLAGE OF JOHNSON CREEK,

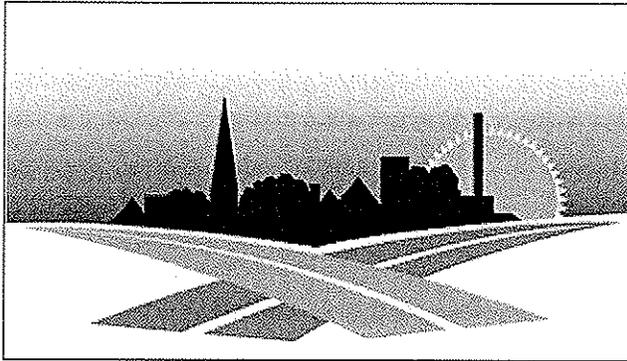
BY: _____
Greg Schopp, Village President

ATTEST:

Joan Dykstra, Clerk-Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 69-13

RESTRICTED RESERVES – SEWER UTILITY

Personnel and Finance 8-8-13 *approved 2-0*

Village Board 8-26-13

Requested by: Village Clerk-Treasurer

Introduced by: Chair Personnel & Finance David Blend

RESOLUTION 69-13

RESTRICTED RESERVES – SEWER UTILITY

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

WHEREAS, the Village Board issued Sewer Revenue Bond Anticipation Notes in 2000 and Sewer Revenue Bonds in 2002 for wastewater projects serving Tax Incremental Finance District development including but not limited to expansion of Wastewater Treatment Facilities, construction of Grell Lane Lift Station, construction of Sludge/Phosphorus Removal Facility and wastewater system extensions, and

WHEREAS, terms of the bond issuances related to the above listed projects required the Village to accumulate and hold funds in a sewer bond redemption account and a sewer reserve bond account; and

WHEREAS, in recent years the Village Board has restructured its debt including refinancing Sewer Revenue Bonds as Tax Incremental Finance District or General Obligation debt, rendering the Sewer fund debt free and eliminating requirements to fund the sewer bond redemption and sewer bond reserve account, and

WHEREAS, the sewer bond redemption account and the sewer reserve bond account contained \$265,375.86 and \$268,364.76 respectively as of December 31, 2012, and

WHEREAS, upgrades and expansion of the Wastewater Treatment Facility are anticipated in the future, and

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees hereby approve placing the total balance of \$533,740.62 remaining from the sewer bond redemption and sewer bond reserve accounts to a Restricted Reserve Account – Waste Water Treatment Plant Expansion and Upgrades,

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

PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek, Jefferson County, Wisconsin this 26th day of August, 2013.

VILLAGE OF JOHNSON CREEK,

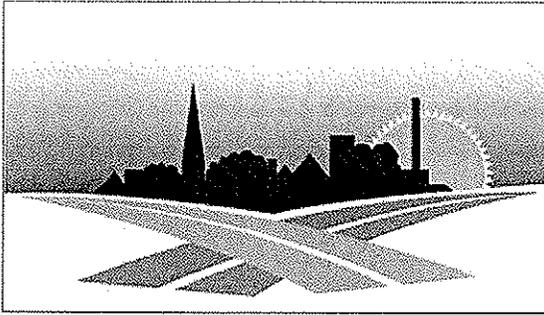
BY: _____
Greg Schopp, Village President

ATTEST:

Joan Dykstra, Clerk-Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 70-13

SALE OF SURPLUS PROPERTY

Personnel & Finance 8-8-2013 *approved 2-0*

Village Board 8-26-13

Requested by: Village Administrator

Introduced by: Village Trustee David Blend

RESOLUTION 70-13

SALE OF SURPLUS PROPERTY

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

WHEREAS, 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,

WHEREAS, each department has identified property which no longer serves any useful purpose and made those items available to other departments within the Village,

WHEREAS, the sale of surplus property will be sold in accordance with the Village Internal Control Policy,

WHEREAS, the Village will advertise all surplus property that is available for sale with a complete list available on the Village Website or at Village Hall,

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Village of Johnson Creek approve the acceptance of bid and sale to the highest bidder all property listed as surplus property,

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

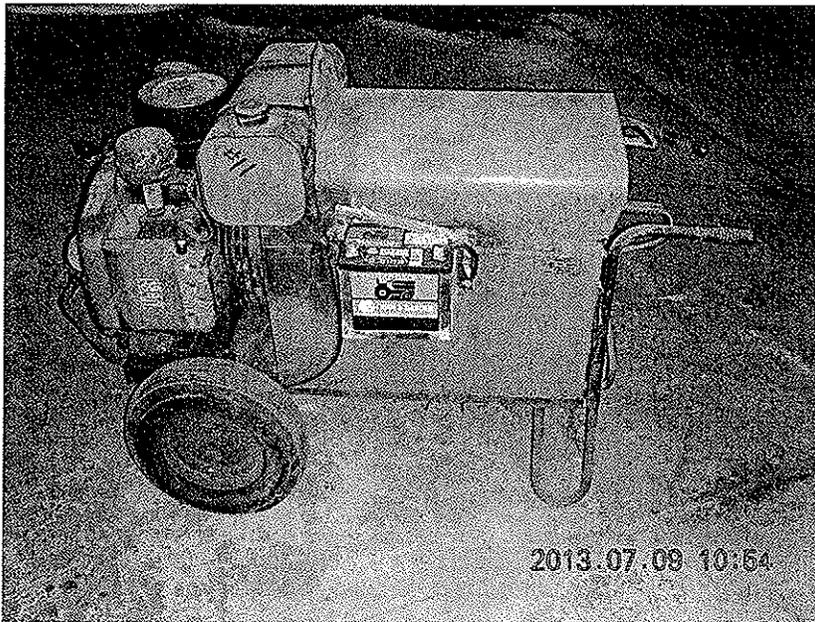
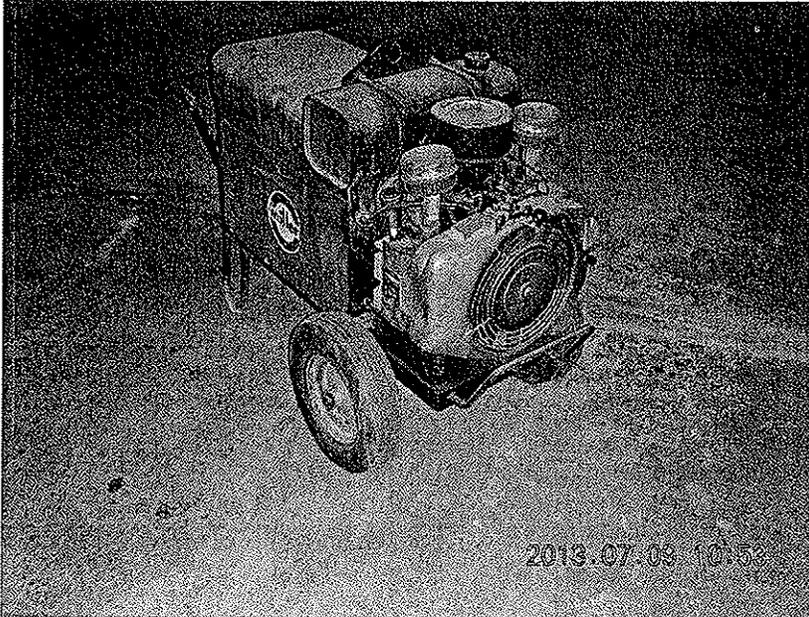
PASSED AND ADOPTED by the Village Board of Trustees this 26th day of August, 2013

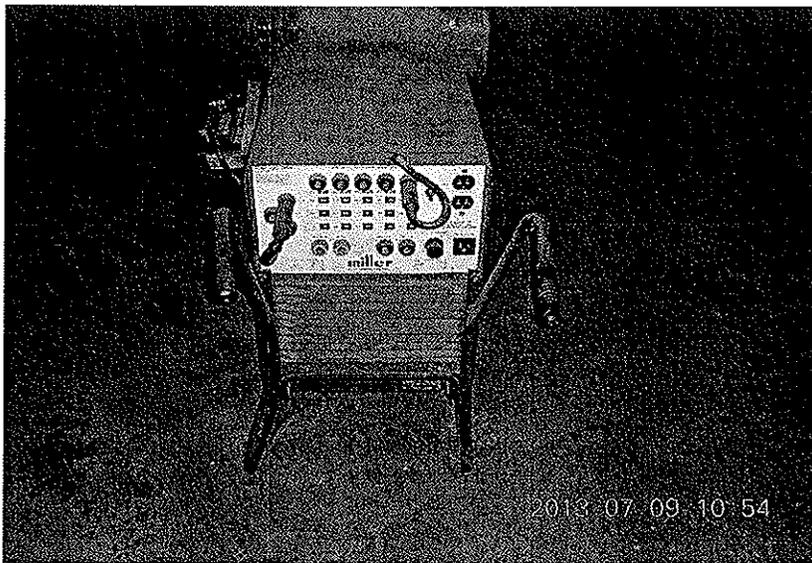
Greg Schopp, Village President

ATTEST:

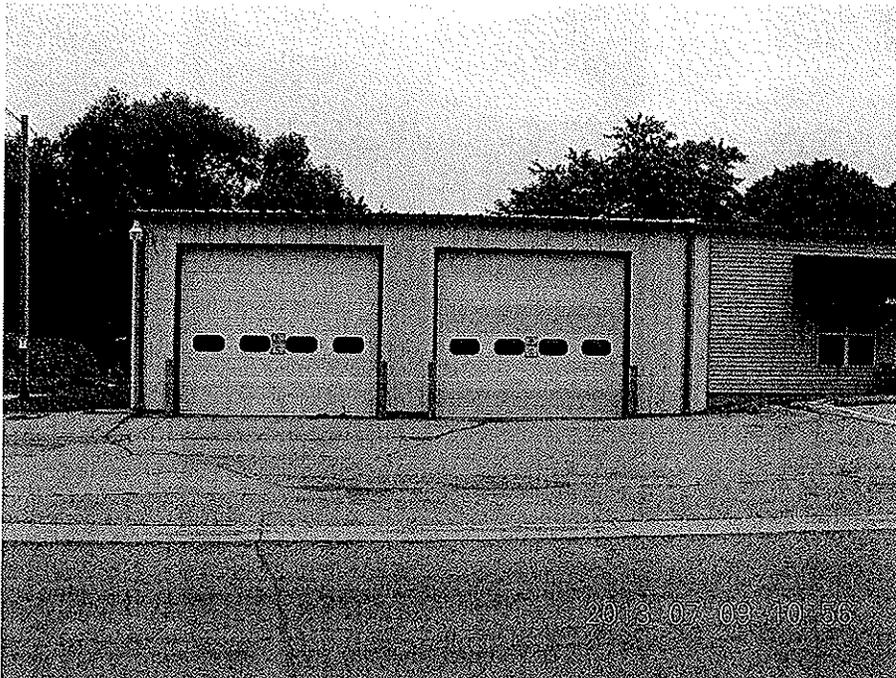
Joan Dykstra, Clerk – Treasurer

DPW-1 - Miller AC/DC welding generator, Model AEAD-200LE, powered by and Onan 2 cylinder engine





1 - 12' X10'6" overhead garage Door with track assembly with Opener
1 - 14'X10'6" overhead garage door with track assembly with Opener
These are not the garage doors. The garage doors have been taken down and in storage.



1 – 9’X9’ garage door – This is not the garage door. The garage door has been taken down and in storage.

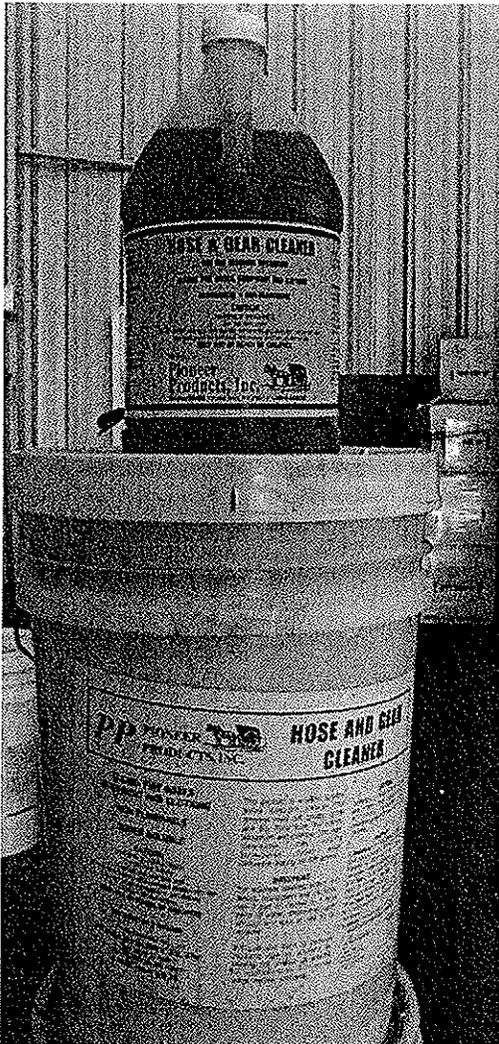


Fire Department

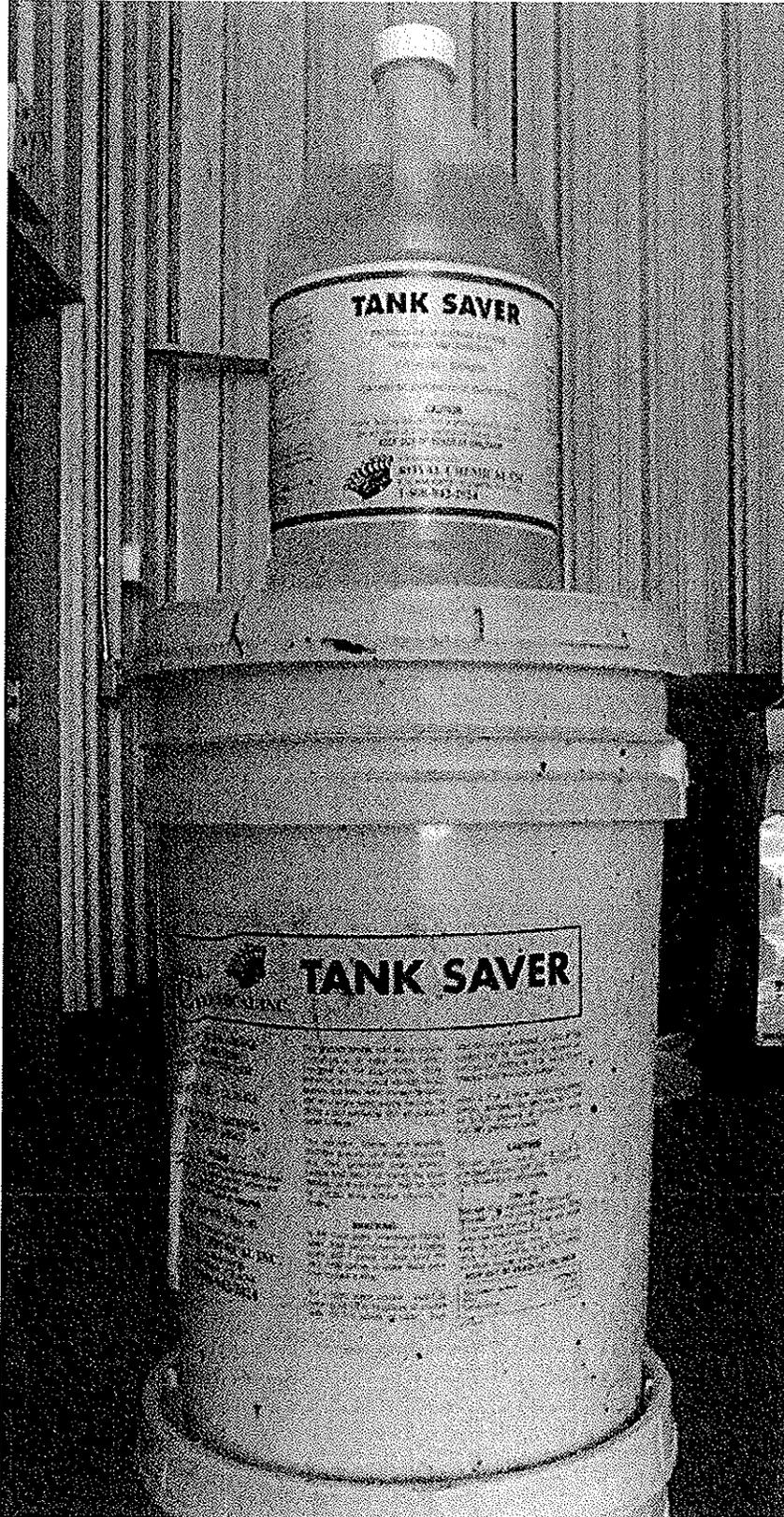
16- 4' Fluorescent fixtures plus bulbs



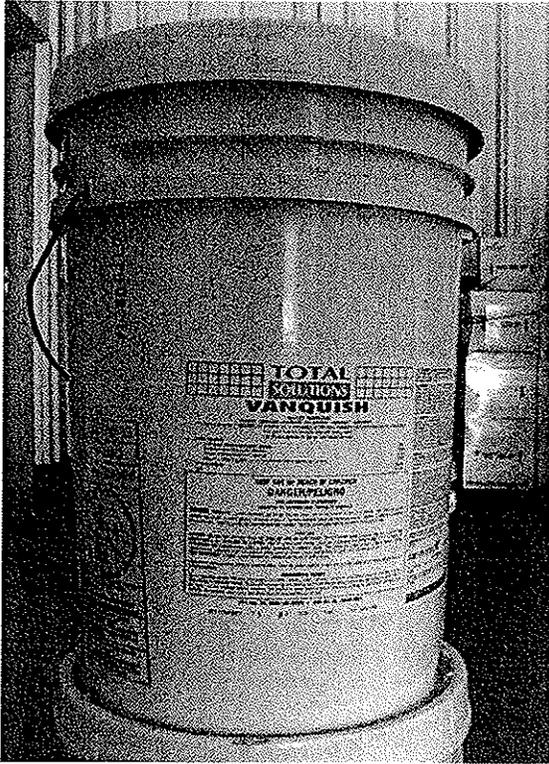
Hose and Gear Cleaner - 48- 1 gallon, 38- 6 gallons



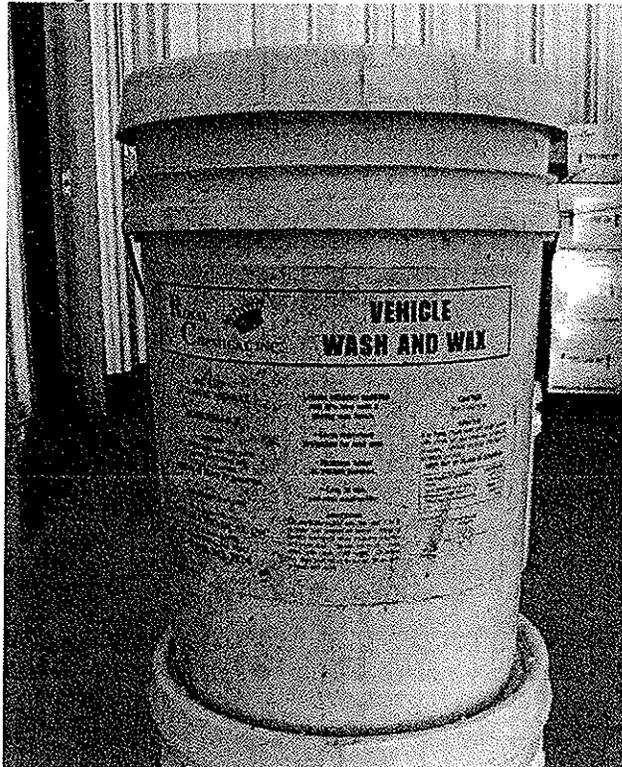
Tank Saver –
75 - 1 gallon container
17 - 5 gallon containers
30 – 6 gallon containers



Vanquish –
33 - 1 gallon containers
5 – 6 gallon containers

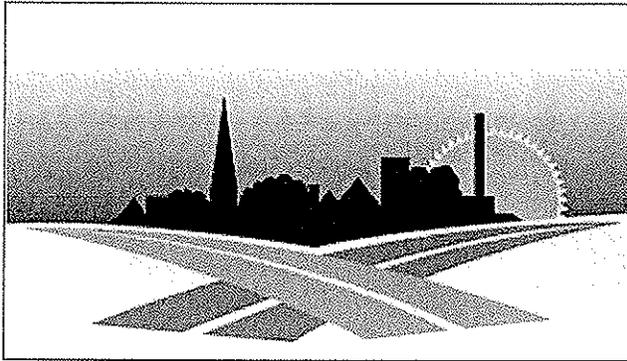


Vehicle Wash & Wax
7 - 6 gallon containers



Village of Johnson Creek

Crossroads With A Future



RESOLUTION 71-13

AMEND
2013 TID 2 BUDGET
CAPITAL OUTLAY - STREETS
LOCAL ROADS IMPROVEMENT PROGRAM (LRIP)

Personnel & Finance 8-8-13 *approved 2-0*

Village Board 8-26-13

Requested by: Village Administrator

Introduced by: Village Trustee Tim Semo

RESOLUTION 71-13

AMEND
2013 TID 2 BUDGET
CAPITAL OUTLAY - STREETS
LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)

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

WHEREAS, the Village Board previously approved the mill and overlay replacement of asphalt pavement to a portion of Hartwig Blvd and Village Walk Lane, and

WHEREAS, the project costs were as follows:

Table with 2 columns: Vendor Name and Amount. Rows include Jefferson County (\$60,704.05), Wolf Paving Co. (\$39,120.58), and MSA Engineering (\$ 3,504.22).

WHEREAS, the total project cost is \$106,262.83 and the Village received Local Road Improvement Program funding from the State DOT in the amount \$13,851.87, and

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees of the Village of Johnson Creek do hereby amend the 2013 Village TID 2 Budget to include street reconditioning at the intersection of Hartwig Blvd and Village Walk Lane and replacement of Hartwig Blvd from Hwy 26 to approximately 180 feet West of the intersection and Village Walk Lane approximately 300 feet South of the intersection with an increase to the Capital Budget - Streets 4-543.100 - 540.100 in the amount of \$106,263 and increase TID 2 Fund Revenues 4 - 422.901 Trans AIDS - LRIP in the amount of \$13,852 and decrease Industrial/Economic Development 4-564.400 - 530.900 in the amount of \$92,411, and

BE IT FURTHER RESOLVED, that the Village Board of Trustees of the Village of Johnson Creek do hereby reverse the amendment approved with Resolution 13-13 and decrease the Capital Budget - Streets 1-543.100 -540.100 in the amount of \$92,320 and decrease General Fund Revenues - From Reserves 1-499.100 in the amount of \$78,468 and decrease Revenue - Trans Aids - LRIP/TRIP/MSIP 1-422.901 in the amount of \$13,852 and the Village Administrator and/or the Village Clerk Treasurer have the authority to effectuate this resolution.

PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek, Jefferson County, Wisconsin this 26th day of August, 2013.

ATTEST:

VILLAGE OF JOHNSON CREEK,

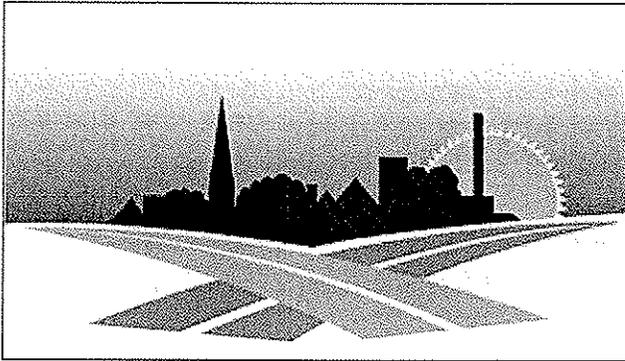
BY: Greg Schopp, Village President

Joan Dykstra, Clerk-Treasurer

Date published:

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 72-13

AMY HUDSON – VET CLINIC SITE PLAN

Plan Commission 8-15-13 *approved 5-0*

Village Board 8-26-13

Requested by: Amy Hudson

Introduced by: Village President Greg Schopp

RESOLUTION 72-13

APPROVAL

AMY HUDSON – VET CLINIC
SITE PLAN

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

WHEREAS, Amy Hudson has negotiated a terms agreement with the Village to purchase the northern one-half of Lot 8 of the Johnson Creek Wright Road Plat, and

WHEREAS, a site plan has been completed and included to construct an approximate 2,400 square foot commercial building, and

WHEREAS, the building is to be used for a small animal veterinary clinic as Personal or Professional Services (per §250-39B) within the Village code, and

WHEREAS, the Village Planner, Sarah Pittz of Vierbicher, and the Village Engineer, Kevin Lord of MSA, have provided final site plan review, and

NOW THEREFORE BE IT RESOLVED, that the Village Board approves the site plan application subject to approval of the final site plan by the Village Engineer and Village Planner in accordance with Village Zoning Code, to include the architectural plans, civil site plans, landscaping plans, photometric lighting plans and erosion control and stormwater management plans to construct a proposed 2,400 square foot commercial building development in Planned Industrial zoning on a parcel to be subdivided by CSM as the northern one half of Lot 8 of the Johnson Creek Wright Road plat subject to approval of a development agreement by the Village Board,

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 26th day of August 2013.

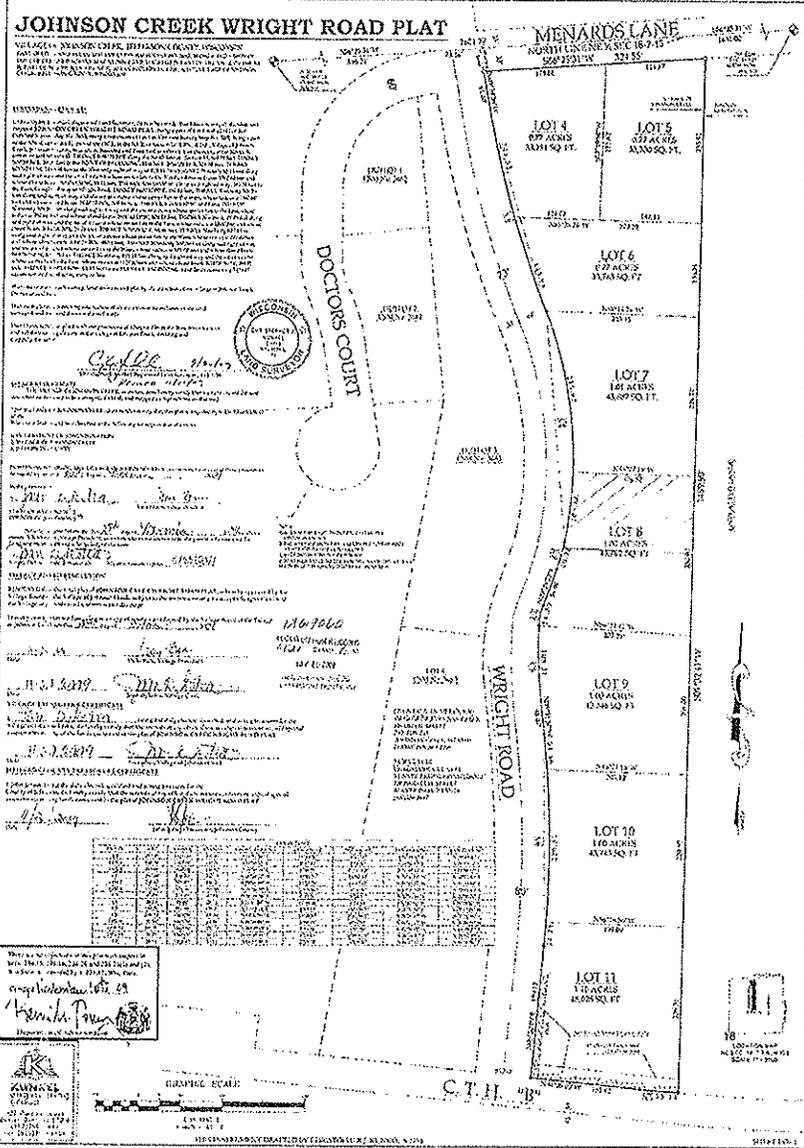
Attest:

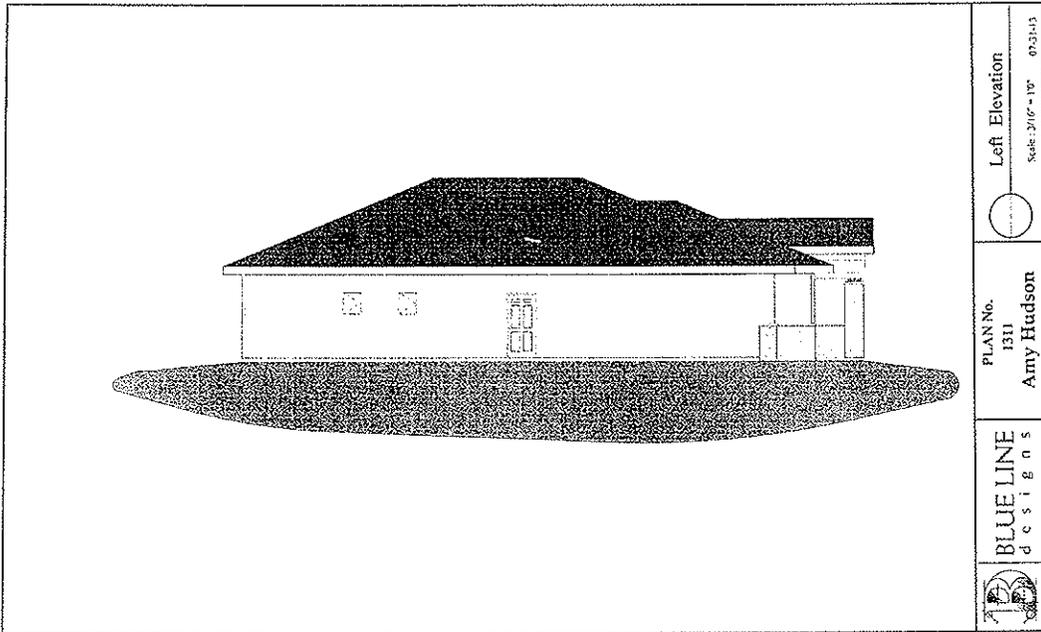
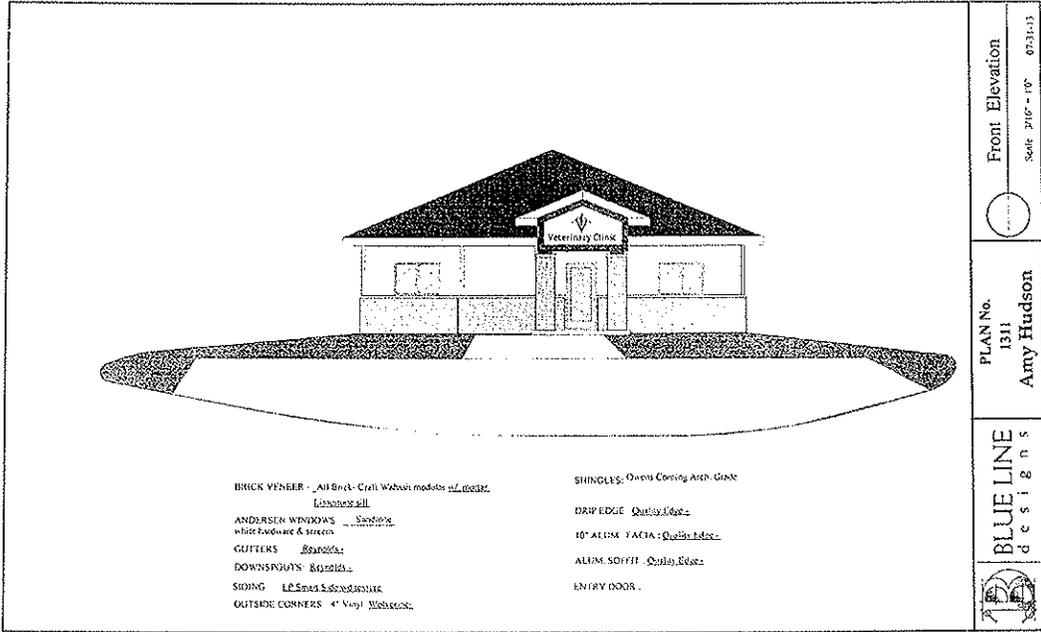
Greg Schopp, Village President

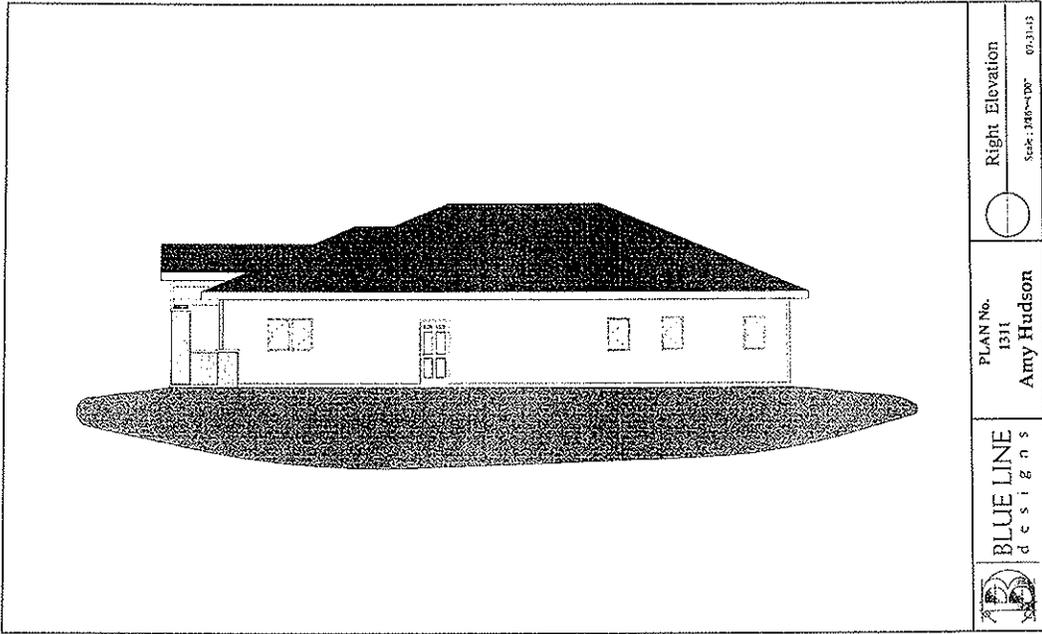
Joan Dykstra Clerk-Treasurer

12-2660

G-45



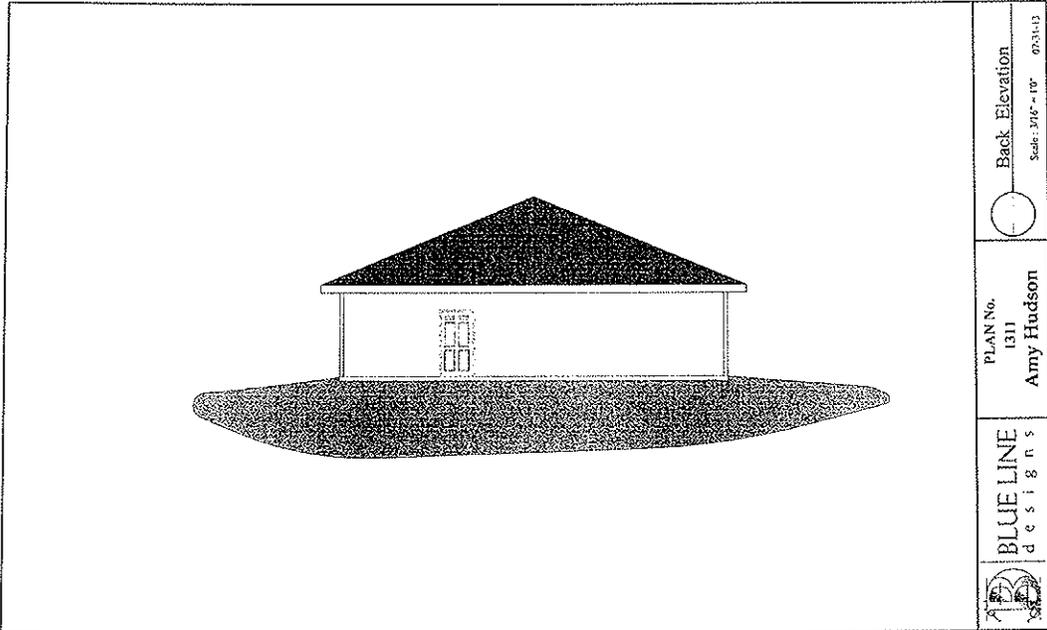





BLUE LINE
 d e s i g n s

PLAN No.
 1311
 Amy Hudson

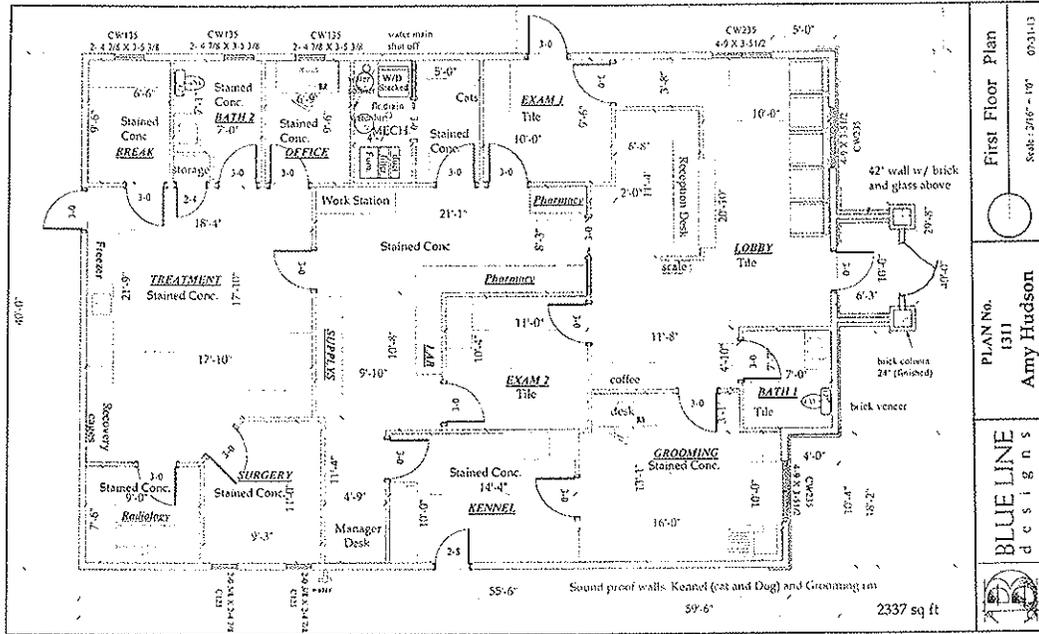
Right Elevation
 Scale: 3/8" = 1'-0" 07/31/13



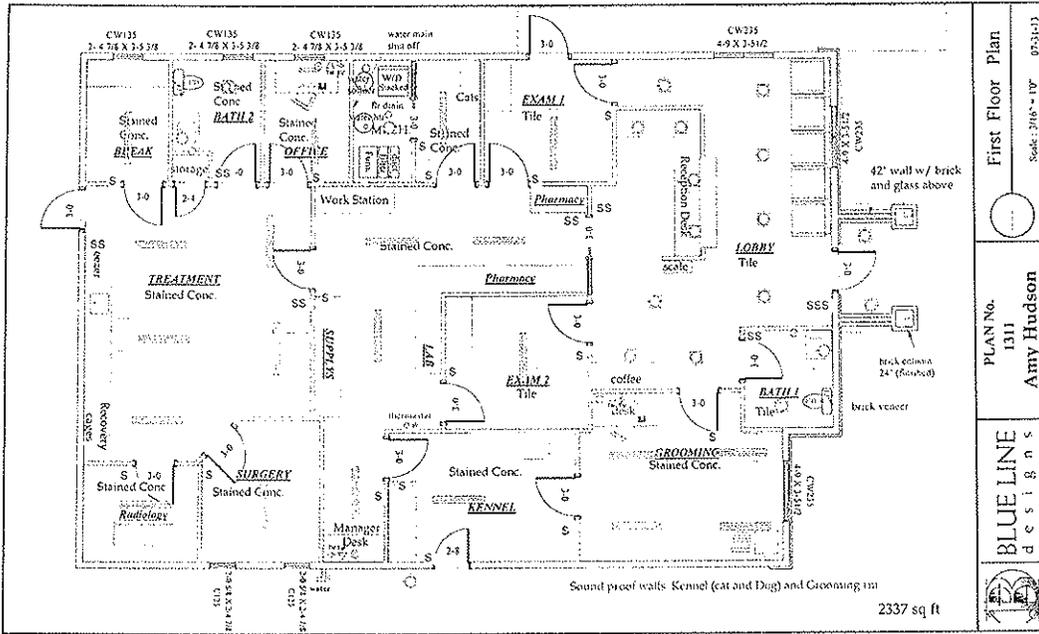

BLUE LINE
 d e s i g n s

PLAN No.
 1311
 Amy Hudson

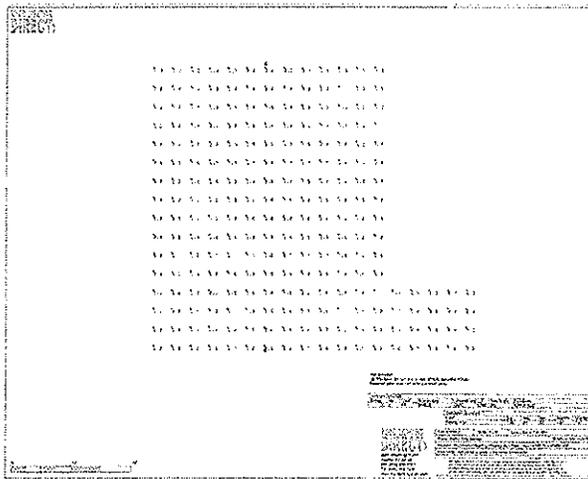
Back Elevation
 Scale: 3/8" = 1'-0" 07/31/13



First Floor Plan
 PLAN No. 1311
 Amy Hudson
 BLUE LINE
 designs

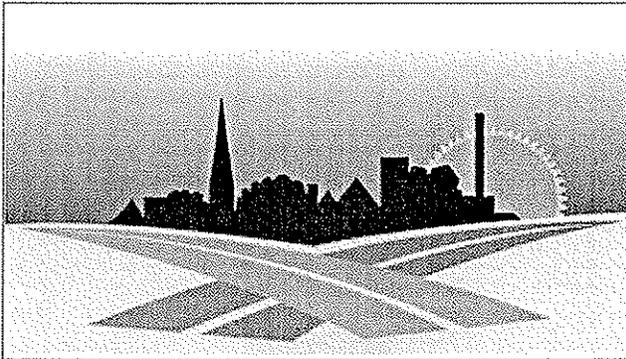


First Floor Plan
 PLAN No. 1311
 Amy Hudson
 BLUE LINE
 designs



Village of Johnson Creek

Crossroads With A Future



RESOLUTION 73-13

ADDITIONAL OPERATORS LICENSES FOR 2013/2014

Village Board 8-26-13

Requested by: Village Clerk-Treasurer Joan Dykstra

Introduced by: Village Trustee David Blend

RESOLUTION 73-13

ADDITIONAL OPERATORS LICENSES FOR 2013/2014

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

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

NOW THEREFORE BE IT RESOLVED that operator licenses be issued to the following individuals for the year ending June 30, 2014:

OPERATORS LICENSE:

Bases Loaded Corner Bar	Elizabeth Lee Curruchich Amanda Marie Hunkins Jamie Kathleen Seabo Thomas Holt Stansfield
--------------------------------	--

Hi Way Harrys	Samuel J. Tromblay
----------------------	--------------------

Tappers Bar	Leah Jean Borbash
--------------------	-------------------

PASSED AND ADOPTED by the Village Board of Trustees this 26th day of August 2013.

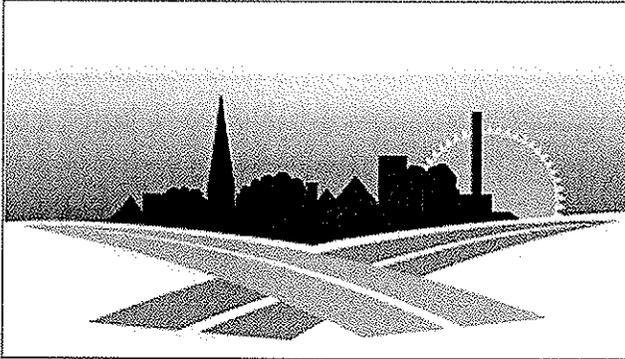
Greg Schopp, Village President

ATTEST:

Joan Dykstra, Clerk-Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 74-13

REPAIR OF UNION PACIFIC AT GRADE RAILROAD CROSSINGS
DEPOT STREET – LINCOLN STREET – RIVER DRIVE

Village Board 8-26-13

Requested by: Improvement and Services Committee

Introduced by: Village Trustee Tim Semo

RESOLUTION 74-13

REPAIR OF UNION PACIFIC AT GRADE RAILROAD CROSSINGS
DEPOT STREET – LINCOLN STREET – RIVER DRIVE

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

WHEREAS, Depot Street, Lincoln Street and River Drive, all public streets within the corporate limits of the Village of Johnson Creek cross the tracks of the Union Pacific Railroad at grade, and

WHEREAS, Section § 86.12 of the Wisconsin Statutes requires railroads to maintain public at-grade crossings in good condition and repair as needed for safe public travel, and

WHEREAS, the Village of Johnson Creek hereby requires that the Union Pacific Railroad, repair, change or otherwise improve the crossings at Depot Street, Lincoln Street and River Drive within the corporate limits of the Village, as the needs require, and

NOW THEREFORE BE IT RESOLVED that the Village Board of Trustees of the Village of Johnson Creek do hereby direct the Village Administrator and/or the Village Clerk/Treasurer to serve a copy of this resolution upon the Union Pacific Railroad requiring the railroad to repair, change or otherwise improve the rail and street crossings of Depot Street, Lincoln Street and River Drive with the tracks of the Union Pacific Railroad in the Village of Johnson Creek, and

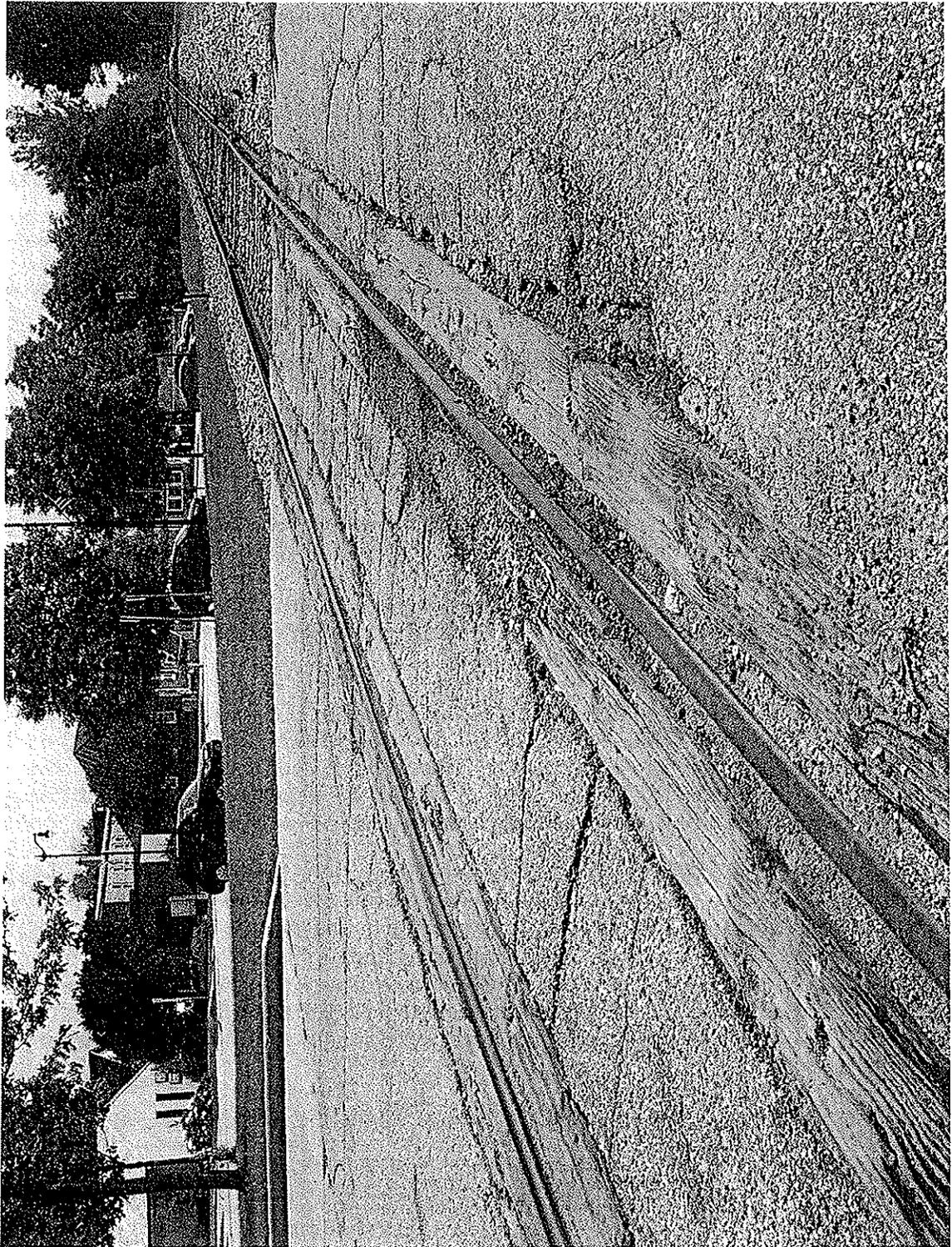
BE IT FURTHER RESOLVED, that in the event that the Union Pacific Railroad fails to take action and repair, change or otherwise improve the rail and street crossing of Depot Street, Lincoln Street and River Drive within 30 days after service of this resolution, the Village Board of Trustees of the Village of Johnson Creek hereby directs the Village Administrator and/or Village Clerk/Treasurer and/or the Village Attorney to take all necessary steps to petition the Office of the Commissioner of Railroads for an investigation and order for the repair, change or otherwise improvement of the rail and street crossings of Depot Street, Lincoln Street and River Drive with the tracks of the Union Pacific Railroad in the Village of Johnson Creek

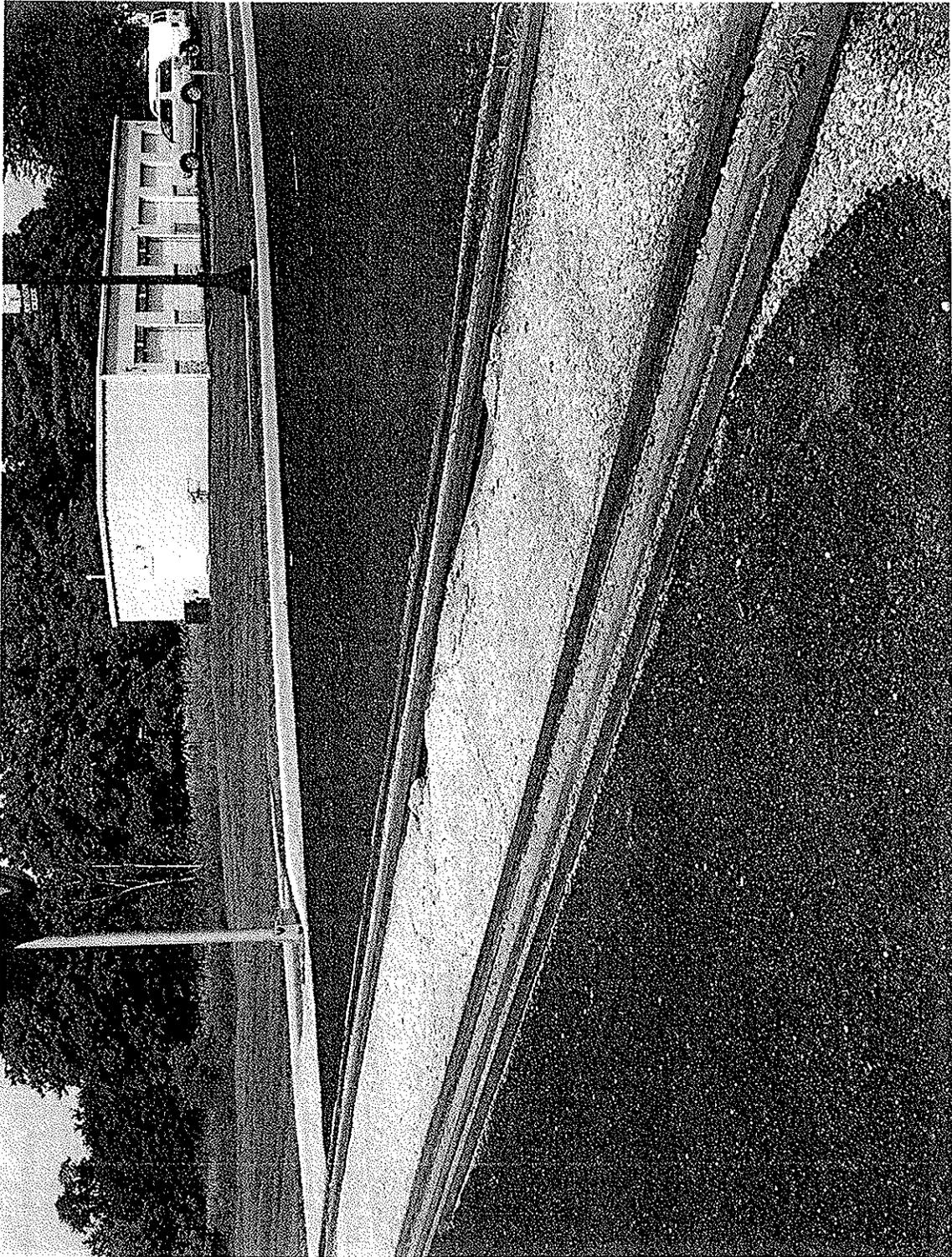
PASSED AND ADOPTED by the Village Board of Trustees this 26th day of August 2013.

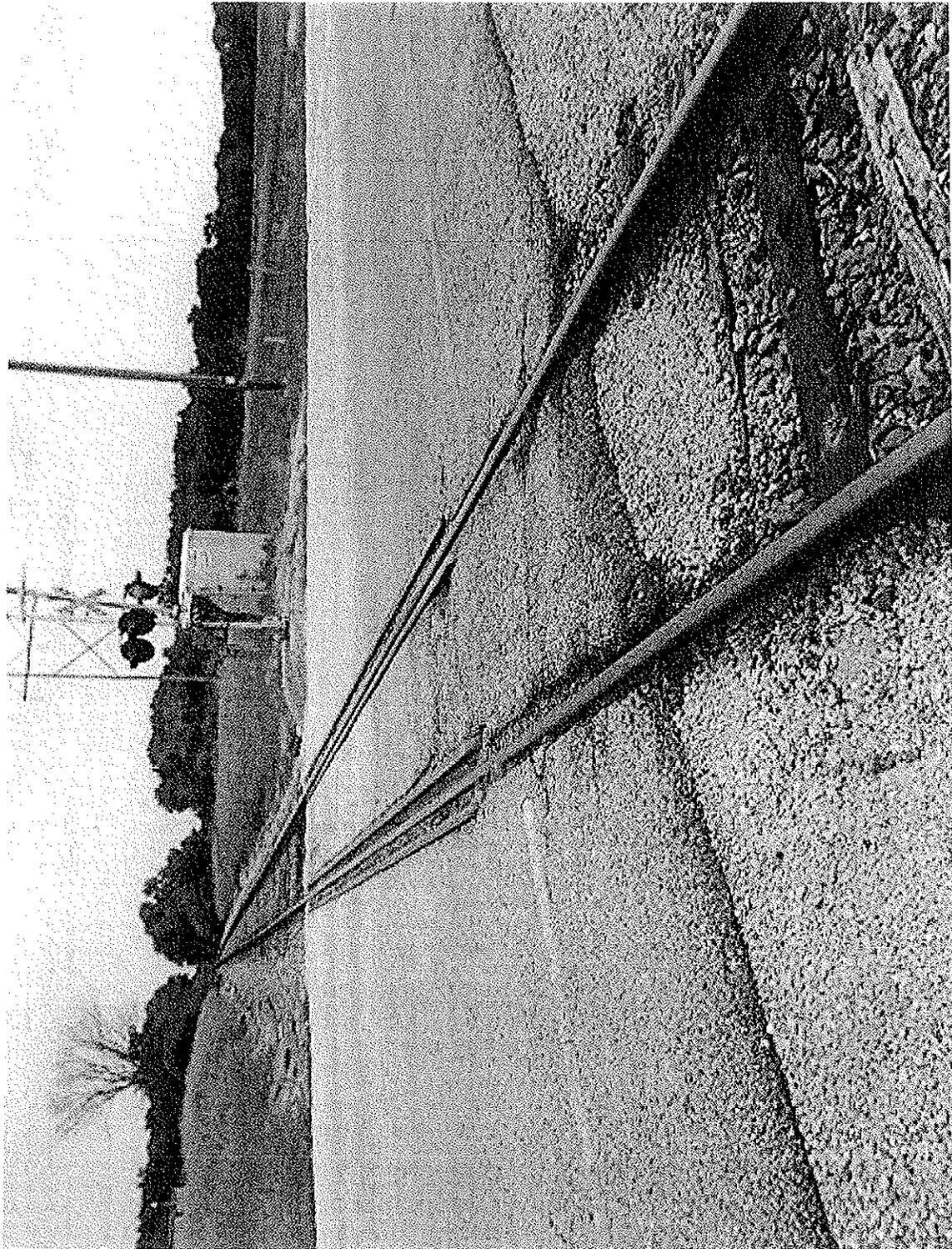
Greg Schopp, Village President

ATTEST:

Joan Dykstra, Clerk-Treasurer

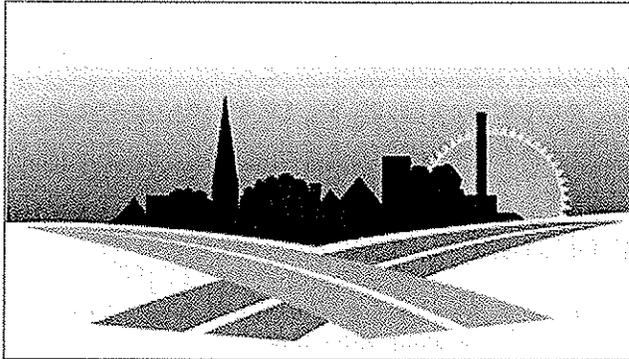






Village of Johnson Creek

Crossroads With A Future



RESOLUTION 75-13

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

Village Board 8-26-13

Requested by: Village Clerk

Introduced by: Village President Greg Schopp

RESOLUTION 75-13

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, based on current payroll the estimated premium is \$81,210 for 2013/2014, 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 2014,

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 26th day of August 2013.

Greg Schopp, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer

Village of Johnson Creek
 Ray Yager / Holly Rabe
 Effective: 9/1/13 - 9/1/14

Company Year	Prior Year LWMMI	Current Year - By Companies Quoting		
	2012	LWMMI 2013	Difference	
Coverages				
General Liability	\$8,613.00	\$8,871.00	\$258.00	3%
Police Prof Liability	\$4,866.00	\$5,012.00	\$146.00	3%
Public Officials Liability	\$5,246.00	\$5,403.00	\$157.00	3%
Auto Liability	\$7,963.00	\$8,202.00	\$239.00	3%
APD	\$8,586.00	\$10,699.00	\$2,113.00	25%
Package Total	\$35,274.00	\$38,187.00	\$2,913.00	8%
Crime	\$658.00 <i>Travelers</i>	\$627.00 <i>Hanover</i>	-\$31.00	-5%
Property Incl. B&M	\$17,568.00 <i>Chubb</i>	\$18,549.00 <i>Chubb</i>	\$981.00	6%
Other Coverages Subtotal	\$18,226.00	\$19,176.00	\$950.00	5%
Workers Compensation	\$23,652.00	\$23,847.00	\$195.00	1%
Estimated Premium	\$77,152.00	\$81,210.00	\$4,058.00	5%

Package

LWMMI increased their rates by 3%
 Number of vehicles stayed the same
 Total value of vehicles increased from \$2,094,205 to \$2,482,301

See LWMMI flyer for Auto changes including Replacement Cost

Work Comp (See Next Page)

Property

Total values increased from 18,889,454 to 19,012,184
 Chubb's rates changed

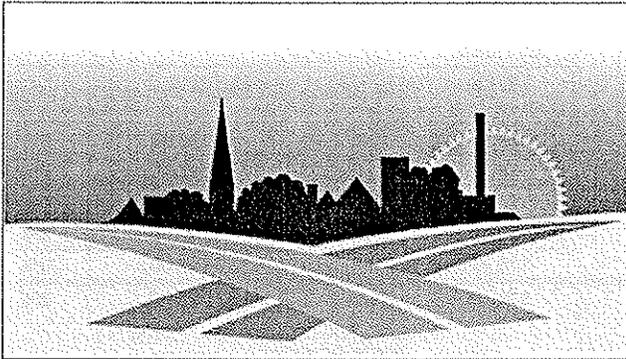
Crime

Traveler's renewal quote: \$816 --Increase due to rate change & Volunteers now being included as Employees
 --Travelers increased the deductible to \$1,000 this year (new minimum)

Hanover new quote: \$627 --Used \$500 deductibles; includes \$5,000 Computer Fraud coverage

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 76-13

APPRECIATION AND TRIBUTE EUGENE CORRIE

Village Board 8-26-13

Requested by: Village President Greg Schopp

Introduced by: Village President Greg Schopp

RESOLUTION 76-13

APPRECIATION AND TRIBUTE
EUGENE CORRIE

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

WHEREAS, Eugene Corrie served the Village of Johnson Creek as President from April, 1991 through April, 1999 and as Village Trustee from April, 1983 through April, 1989 and also unselfishly volunteered as a member of the Johnson Creek Fire and EMS Department,

WHEREAS, Eugene served on various committees and commissions during his tenure on the Village Board including the Personnel and Finance Committee, Improvements and Services Committee, Protection and Welfare Committee, Plan Commission and Board of Review,

WHEREAS, during his presidency, Eugene led with the motto: "Any place worth living in is a place worth improving." and was instrumental in establishing Tax Incremental Financing districts #2 and #3 which spurred economic development and helped shape the future and well-being of Johnson Creek,

WHEREAS, Eugene guided the Village through negotiations and planning for residential, commercial and industrial developments including but not limited to Saelens, Johnson Creek Premium Outlets, Star (AMC) Cinema, Fort Health Johnson Creek Clinic, Village Walk Lane malls, South Street apartments and the Hunters Glen subdivision,

WHEREAS, the Village Board desires to make a public declaration of appreciation for Eugene Corrie's foresight and devoted leadership,

NOW THEREFORE BE IT RESOLVED, that a vote of appreciation and sincere condolences be extended to the family of Eugene Corrie.

PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek this 26th day of August, 2013.

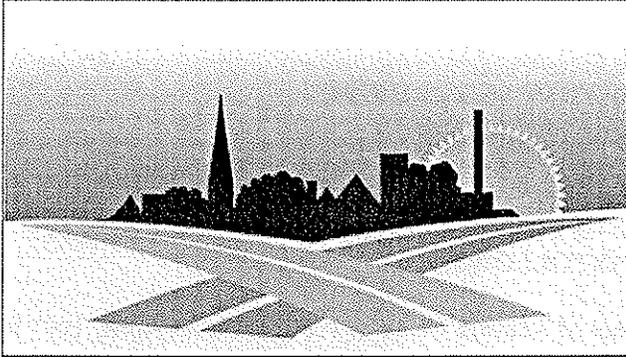
Greg Schopp, Village President

ATTEST:

Joan Dykstra, Clerk - Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 77-13

REQUESTING EXEMPTION FROM COUNTY LIBRARY TAX

Village Board 8-26-13

Requested by: Village Clerk-Treasurer

Introduced by: Village Trustee Tim Semo

RESOLUTION 77-13

REQUESTING EXEMPTION FROM COUNTY LIBRARY TAX

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

WHEREAS the Jefferson County Board has established a county library service and levies a county library tax as authorized under Section 43.57 (3) of the Wisconsin Statutes, and

WHEREAS Section 43.64 (2) (b) of the Wisconsin Statutes provides that a village or city is exempt from the county library tax if it levies a tax for public library service and appropriates and expends for a library fund as defined by s.43.52 (1) during the year for which the county tax levy is made a sum at least equal to the county library tax rate in the prior year multiplied by the equalized valuation of the property in the city or village for the current year, and

WHEREAS the Village of Johnson Creek will, in 2014, appropriate and expend an amount in excess of that calculated above,

NOW THEREFORE BE IT RESOLVED that the Village of Johnson Creek hereby requests of the Jefferson County Board of Supervisors that the Village of Johnson Creek be exempted from the payment of any tax for the support of the County Library Service as provided in Section 43.64 (2).

BE IT FURTHER RESOLVED that copies of this resolution be forwarded by the village clerk to the following parties:

ADMINISTRATOR
Jefferson County Library Council
Dwight Foster Public Library
209 Merchants Avenue
Fort Atkinson, WI 53538

COUNTY CLERK
320 S. Main Street, Room 109
Jefferson, WI 53549

Fiscal Note:
Estimated Municipal 2014 Library Appropriation \$129,928

PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek, Jefferson County, Wisconsin this 26th day of August, 2013.

VILLAGE OF JOHNSON CREEK

BY: _____
Greg Schopp, Village President

ATTEST:

Joan Dykstra, Clerk-Treasurer

Jefferson County Library Exemption Minimum

Prior year rate for Library Levy = (2012 equalized value, 2013 budget)	0.000366267		(2014 Budget Year) MINIMUM TO EXEMPT 2013
	2013 EQUALIZED VALUE		
Village of Cambridge**	4,835,200	\$	1,771
Village of Johnson Creek	185,485,000	\$	67,937
Village of Palmyra	103,631,000	\$	37,957
City of Fort Atkinson	804,335,400	\$	294,602
City of Jefferson	435,238,200	\$	159,414
City of Lake Mills	438,496,800	\$	160,607
City of Waterloo	177,434,200	\$	64,988
City of Watertown **	744,581,300	\$	272,716
City of Whitewater **	50,444,600	\$	18,476
	2,944,481,700		

** These municipalities have residents in multiple Counties, therefore there are additional aggregate full values that need to be added to their municipal values to determine their needed appropriations.



**Jefferson County
Finance Department**

320 S. Main Street Room 109
Jefferson, WI 53549
Telephone (920) 674-7434
Fax (920) 674-7368

Brian L. Lamers, CPA
Finance Director

Cindy Diestelmann
Jayne Hintzmann
Donna Miller
Tamara L. Worzalla, CPA

August 16, 2013

Municipal Libraries in Jefferson County:

This letter is a reminder to all municipal libraries in Jefferson County that your village or city must tax and appropriate a minimum amount to your library fund for 2014 expenditures in order to qualify for an exemption from the Jefferson County library tax. I have enclosed a spreadsheet that lists the **MINIMUM APPROPRIATION** for each of you to qualify for this exemption. *Note that if your municipality is situated in two counties, you must also coordinate this calculation with that other county.*

I have also summarized below how this calculation is made:

From Wisconsin Statutes 43.64

1. Divide the amount of tax levied by the county for public library service in the prior year by the equalized valuation of property in that area of the county that was subject to the county property tax levy for public library services in the prior year.
2. Multiply the amount determined above by the equalized valuation of property in the city, village, town, or school district for the current year.

Your municipal governing body must also pass a resolution annually requesting an exemption from the county library tax. Section 43.64 of the Wisconsin Statutes requires this procedure to avoid double taxation of your municipality for library purposes.

The County Clerk's office calculates the tax assessment in the middle of November. Please have your resolution acted upon and mailed to arrive by November 1st. If it not on file when the tax assessment is calculated, your municipality will be taxed as required by Wisconsin Statutes.

An electronic copy of the sample resolution is available if you would like to receive it.

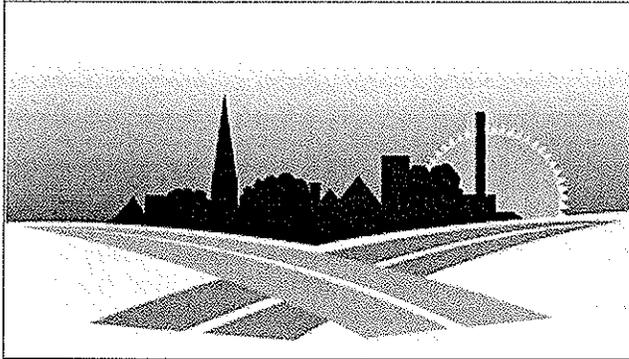
If you have any problems or questions concerning this issue, please feel free to contact me at 920-674-7142.

Sincerely,

Brian Lamers, CPA
Finance Director
Jefferson County

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 78-13

SERVICES AGREEMENT
LIFE LINE BILLING SYSTEMS, LLC

Village Board 8-26-13

Requested by: Village Administrator

Introduced by: Village President Greg Schopp

RESOLUTION 78-13

SERVICES AGREEMENT
LIFE LINE BILLING SYSTEMS, LLC

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

WHEREAS, Life Line Billing Services, LLC, formerly LifeQuest, has provided billing and collection services under a service contract for the Johnson Creek Fire and EMS since 2009, and

WHEREAS, the contract fees remain unchanged, and

WHEREAS, the Village Attorney has reviewed the contract for approval, and

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees of the Village of Johnson Creek hereby approve the service agreement renewal of a three year term beginning September 1, 2013 to provide billing and collection services for the Johnson Creek Fire and EMS department, and

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 26th day of August 2013.

Greg Schopp, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer

LIFE LINE BILLING SYSTEMS, LLC.

SERVICES AGREEMENT

This SERVICES AGREEMENT (“Agreement”) is entered into this First (1st) day of September, 2013, (“Effective Date”) by and between the Village of Johnson Creek, a municipality duly organized and existing under the laws of the state of Wisconsin, whose notice address is 125 Depot Street, P.O. Box 238. Johnson Creek, Wisconsin 53038 (“Service Provider”) and Life Line Billing Systems, LLC., d/b/a LifeQuest Services, a limited liability company duly organized and existing under the laws of the state of Delaware, whose notice address is N2930 State Road 22, Wautoma, Wisconsin 54982 (“Agency”) (Service Provider and Agency are generically referred to herein as “Party” and/or “Parties”).

Article 1

Recitals

1.1 Service Provider Operations. Service Provider is engaged in the business of providing fire/rescue services through its Fire-EMS Department and is desires to receive Services from Agency.

1.2 Agency Operations. Agency is engaged in the business of providing a customized billing, collection and data management system and desires to bill and collect, provide third party collections and data management services for Service Provider.

1.3 Consideration. In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree to the terms of this Agreement.

1.4 Definitions. Words with initial capital letters that are not proper names are either defined within the text of this Agreement or specifically as follows:

“Breach” shall mean the failure by one Party to perform any obligation set forth in this Agreement having an effect on the other Party. (A “material” breach of contract is a breach that strikes so deeply at the heart of the contract that it renders the agreement “irreparably broken” and defeats the purpose of making the contract in the first place.)

“Default Accounts” means Patient Accounts that are delinquent and considered in default by the Service Provider - the collection of which is by a third party and must be performed in accordance with the Fair Debt Collection Practices Act.

“Healthcare Accounts” means any Patient Accounts that are provided by a Service Provider that is regulated by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) requiring additional obligations, warranties and covenants by the Parties that are referenced in this Agreement and within the incorporated and attached Exhibit B-2.

“Patient Accounts” means the accounts receivable that result from a patient’s receipt of fire/rescue services and include Protected Health Information (PHI) which may be accounts not in default and in default.

1.5 Account Status. Agency provides billing services for Service Provider on Individual Accounts that are not in default and provides collection services for Service Provider on Default Accounts and other services as provided in this Agreement.

Article 2

Services

Agency shall supply the customized billing, collection and data management services for Individual Accounts to the Service Provider as detailed in this Article (“Services”).

Billing, Collection and TRIP for Johnson Creek Fire

2.1. Facility Management. Agency shall supply reports and do the billing and collection through its employees as further detailed in Exhibits A-1, A-2, A-3 and A-4 attached hereto and incorporated by reference.

2.2. Insurance Processing. Agency shall process insurance claims generated by the appropriate carriers of individuals, who have provided the necessary information for insurance filings.

2.3. Inquiries. Agency shall handle and respond to all inquiries concerning the Individual Accounts by individuals, insurance companies and Service Provider. Service Provider shall assist Agency with any inquiries related to the services provided by the Service Provider. Agency shall provide a toll-free telephone number for individual and Service Provider inquiries.

2.4. Software. Agency shall implement software upgrades as required by changes in the law and/or national insurance standards.

2.5. Reports. Agency shall create and review monthly reports for the internal analysis of factors affecting the collection performance of the Individual Accounts and present the information to the Service Provider upon the detection of any means available to improve the efficiency of collections.

Article 3

Obligations of Service Provider

3.1. Pre-Screening. Service Provider shall be responsible for the accuracy of the original data regarding the Individual Accounts delivered to the Agency as further detailed in Exhibit B-1 attached hereto and incorporated by reference.

3.2. Validity of Accounts. Service Provider represents and warrants to Agency that all Individual Account debts are valid, legally enforceable debts, and in compliance with any corresponding state or federal law ("Laws and Regulations"). Upon request by the Agency, Service Provider shall provide specific assurance of validity in accordance with the Laws and Regulations.

3.3. Notification Requirements. Service Provider must immediately notify Agency in writing of its actual, constructive or reasonably conceived knowledge of any of the following events: (i) any individual of Service Provider files bankruptcy, is represented by an attorney or has submitted a dispute(s) regarding any Individual Account to the Service Provider or is the subject of a complaint or a cease and desist notification by debtor during the time in which Agency is providing Services to the Individual Account (collectively referred to as "Consumer Actions") and (ii) Service Provider receives any direct or indirect payment on a Individual Account or a returned check on any such payment during the time in which Agency is providing Services to the Service Provider.

3.4. Service Provider Representations. Service Provider represents and agrees that: (i) the Individual Accounts are in "Default," if and when Agency has completed performance its billing services; (ii) if the date of Default is not specifically defined in the contract between the Service Provider and the Consumer, the Service Provider can, and if legally necessary, will provide evidence to show the Individual Account is in Default; (iii) there have been no Consumer Actions pertaining to any Individual Account that was received or known by Service Provider prior to the Individual Account's placement with Agency; (iv) Service Provider has not placed any Individual Accounts in violation of the state law of the state in which the recipient of the ambulance and rescue service resides; (v) Service Provider will not request Agency to add any fees to any Individual Accounts, unless specifically authorized in the contract between the Service Provider and the recipient of the service or allowed by the state law where the individual resides; (vi) Service Provider will not authorize the filing of a civil complaint of any Individual Accounts in a jurisdiction where the Individual Account cannot legally be brought; (vii) Service Provider has obtained all the necessary consents to contact the individual at the contact information provided by Service Provider to Agency and (viii) Service Provider shall provide Agency with information which is necessary for Agency to perform its obligations under this Agreement (collectively referred to as "Representations").

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3.5. **Ceasing collections.** Service Provider has the right to cease billing/collection of any Individual Account upon Agency's receipt of written Notice from Service Provider.

Article 4

Term

4.1. **Initial Term.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of Thirty-six (36) months ("Initial Term").

4.2. **Renewal.** Upon the expiration of the Initial Term and unless otherwise Terminated, this Agreement shall be automatically extended and consecutively renewed for Thirty-six (36) month terms (each shall be generically referred to herein as "Subsequent Term(s)") (the Initial Term and Subsequent Term(s) shall be jointly referred to as "Term").

4.3. **Termination.** This Agreement shall terminate as provided in this section ("Termination"). The date of termination is defined within each subsection ("Termination Date").

4.3.1. **Written Notice.** Any Party May terminate this Agreement at the end of a Term by giving written Notice to the other Parties at least thirty (30) days prior to the end of such Term. The Termination Date shall be the last day of such Term.

4.3.2. **Discontinuance of Business.** This Agreement shall terminate in the event the Agency discontinues the operation of its business or the Service Provider fails to budget for. The Termination Date shall be the last day of the month in which Agency ceases operations.

4.3.3. **Breach of Contract.** A nonbreaching Party ("Nonbreaching Party") may immediately terminate this Agreement upon written notice of the allegedly breaching Party's ("Breaching Party") Material Breach. The failure to cure any Breach within thirty (30) days of receipt of Nonbreaching Party's written Notice of the Breach by the Breaching Party will be considered a Material Breach. The Termination Date for failure to cure a Breach shall be thirty (30) days from the Breaching Party's receipt of the written Notice of the Breach.

4.3.4. **Failure of Performance.** Except in the event of a Material Breach, the failure by either Party to perform any of their obligations hereunder shall not be deemed a Breach of this Agreement unless the Party gives the Party failing to perform written Notice of such failure to perform.

4.4. **Effect of Termination.** The Parties agree that upon Termination of this Agreement for any reason, Agency shall be entitled to receive any accrued but unpaid Fees through the Termination Date and the rights and obligations of Section 4.5 and Articles 6-8 pertaining to confidentiality shall survive Termination and continue in full force and effect.

4.5. **Effect of Termination.** The Parties agree that upon Termination of this Agreement for any reason, Agency shall be entitled to receive any accrued but unpaid Fees through the Termination Date and the rights and obligations of Section 4.5 and Articles 6-8 pertaining to confidentiality shall survive Termination and continue in full force and effect.

4.5. **Additional Services.** Service Provider agrees to pay Agency at a rate of Seventy-five and no/100 Dollars (\$75.00) per hour in Payment Terms for any Services rendered after the Termination Date with the approval in writing by the Service Provider thereby agreeing to any additional services for Agency to be compensated under this provision.

Article 5

Fees

5.1 **Fees.** Service Provider shall pay Agency the fees set forth in this Article ("Fees").

5.1.1. **Initial Fee.** Service Provider shall pay a non-refundable, one time setup fee of Zero Dollars (\$0.00) to the Agency upon execution of this Agreement.

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5.1.2. Phase One. 7.0% of the Individual Accounts collected in phase one as further detailed in Exhibit A-1 attached hereto (“Phase One”).

5.1.3. Phase Two. 24.0% of the Individual Accounts collected in Phase Two as further detailed in Exhibit A-2 attached hereto (“Phase Two”).

5.1.4. Phase Three. 33.0% of the Individual Accounts collected in Phase Three as further detailed in Exhibit A-2 attached hereto and incorporated by reference. Service Provider is responsible for all attorney’s fees and collection costs for filing a court action. Agency shall assist the Service Provider in the process of preparing for the hearing; however, Agency is prohibited from engaging in the practice of law in any manner relating to such action and shall not represent Service Provider in any legal action.

5.1.5. Reasonable Costs. The Service Provider shall compensate the Agency for all reasonable costs incurred by the Agency which are required in special instances to properly provide its services.

5.2. Payment of Fees. Service Provider and Agency agree to manage the payment of Fees in accordance with the provisions of this section.

5.2.1. Payments. Agency shall provide monthly payments from the Checking and/or Trust Account to the Service Provider.

5.2.2. Payment Procedure. Service Provider authorizes electronic transfer of Agency fees when electronic transfer of Service Provider payment is made from the checking and/or trust account at the time of the month end reporting provided by Agency (“Due Date”). Any Fees not paid by the Due Date shall be subject to a late charge of twelve percent (12%) per annum or the highest rate allowed by applicable law. Service Provider acknowledges that its failure to authorize Fees to the Agency upon receipt of month end reports constitutes a breach of this Agreement. Service Provider grants Agency a lien on the Checking and/or Trust Account until the Fee is received by Agency. In addition, Service Provider shall be responsible for all costs of collection, including reasonable attorney’s fees incurred in enforcing this Section (“Payment Terms”).

5.2.3. Electronic Funds Transfer. When a check is used by Service Provider for Agency’s payment, the Service Provider authorizes Agency to either use information from any check received by Agency to make a one-time EFT from the applicable account or to process the payment as a check transaction. When Agency uses an EFT, funds may be withdrawn from the applicable account as soon as the same day Agency receives payment and Service Provider will not receive a cancelled check back from its financial institution.

Article 6

Confidential Information

The Service Provider hereby acknowledges that it shall have access to Agency’s Confidential Information. Service Provider acknowledges that Agency’s obligations under this Agreement are expressly contingent on Service Provider’s compliance with this article. Service Provider expressly recognizes that: (i) the efficacy and profitability of Agency’s business is dependent in part upon Service Provider’s protection of Agency’s Confidential Information; (ii) Service Provider may already possess Confidential Information which Agency desires to protect and (iii) in receiving Services, Service Provider may be provided access to and/or gain knowledge of Agency’s Confidential Information as defined below.

6.1. Nondisclosure. To ensure the continued confidentiality of the Confidential Information, Service Provider shall not, during the Term of this Agreement or for a period of twenty-four (24) months after Termination of this Agreement, disclose to or use, for any other person or entity, directly or indirectly, any of Agency’s Confidential Information, except as such disclosure or use is expressly

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authorized by Agency in writing, as permitted by law or is reasonably required in connection with performance of this Agreement.

6.2. Property. All Confidential Information and all Agency's files, reports, materials, records, documents, notes, memoranda and other items and any originals or copies thereof, which Service Provider either is provided, prepares, uses or simply acquires during the Term of this Agreement ("Property") are, and shall remain, the sole and exclusive property of the Agency and shall not be removed from Agency's and Service Provider's premises or disclosed to any other party without the prior written consent of Agency.

6.3. Confidential Information. As used herein, the term "Confidential Information" means any and all information relating directly or indirectly to Agency that is not generally ascertainable from public or published information or trade sources including, without limitation, all information concerning copyrighted materials, patented materials, contracts, forms, research, product information, services and pricing of services, individual data and any information protected by any state or federal privacy laws or regulations, which is or was disclosed to Service Provider, or known by Service Provider as a consequence of or through Service Provider's relationship with Agency.

6.4. Remedies. In the event of a breach of any covenant in this article, it is understood and agreed that Agency shall be entitled to injunctive relief, as well as all applicable remedies at law or in equity, available to Agency against the Service Provider and any such breach shall be a Material Breach.

6.5. Return of Confidential Information. Service Provider agrees, immediately upon the Termination of this Agreement, to make a diligent search for any and all Property and return to Agency or destroy the information as directed prior to, or upon, the Termination of this Agreement.

6.6. Applicable Law. The Parties shall comply with all applicable laws, including, without limitation, HIPAA and the additional requirements for any Accounts containing PHI as further detailed in Exhibit B-2 attached hereto and incorporated by reference.

6.7. Indemnification Regarding Open Records. Agency understands that the Service Provider must comply with public records laws, and the Agency may from time to time be the custodian of Service Provider's records subject to disclosure. Agency agrees to provide Service Provider with any public records it requests that do not fall under the protection of the HIPAA within seven (7) days after the Service Provider requests the same in writing.

Article 7

Indemnification

7.1 Agency Indemnification. Service Provider shall indemnify and hold the Agency and assigns harmless from and against any actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation and attorney's fees incurred or suffered as a result of the Service Provider's breach of any provision of this Agreement whether by negligent or intentional means causing an incident where recovery is sought including, but not limited to, actions arising out of the failure of the Service Provider to fully, completely, accurately and adequately report, for purposes of the Agency's collection attempt of an Individual Account. It is understood and agreed that this acknowledgment is given as a full release of liability to the Agency.

7.2 Service Provider Indemnification. Agency shall indemnify and hold the Service Provider and assigns harmless from and against any actions, causes of actions, claims, demands, damages, costs, loss of services, expenses, compensation and attorney's fees incurred or suffered as a result of the Agency's breach of any provision of this Agreement whether by negligent or intentional means. It is understood and agreed that this acknowledgment is given as a full release of liability to the Service Provider.

CONFIDENTIAL

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Article 8

Miscellaneous Provisions

8.1. **Exclusivity.** Service Provider hereby acknowledges the Agency is the exclusive provider of the Services specified herein to the Service Provider.

8.2. **Assignment.** Either Party may freely assign this Agreement upon the nonassigning Party's failure to provide the written rejection, not to be unreasonably withheld by nonassigning Party, within thirty (30) days of its receipt of written Notice of assignment from the assigning Party.

8.3. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the Parties agree that the maximum period or scope legally permissible under such circumstances will be substituted for the period or scope stated herein.

8.4. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving any effect to any choice or conflict provision of law that would cause the application of the laws of any jurisdiction other than the State of Wisconsin. The venue of any dispute arising out of this Agreement shall be county circuit court, unless applicable state or federal law dictates otherwise.

8.5. **Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if given: (i) in writing and personally delivered; (ii) sent by certified mail, postage prepaid, to the address set forth in the introductory paragraph or other notice address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered on the day of personal or courier delivery; (iii) via electronic mail to an electronic mail address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's confirmation of receiving Party's receipt of electronic notice or (iv) via electronic facsimile transmission to the name, address and facsimile number of the receiving Party as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's receipt of confirmation ("Notice").

8.6. **Waiver.** The waiver of one Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach.

8.7. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective heirs, representatives, successors and assigns.

8.8. **Entire Agreement.** This Agreement and any Exhibits or Addendums attached hereto shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the Parties hereto with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the Parties hereto. No modifications shall be binding unless stated in writing and signed by all Parties hereto.

8.9. **Counterparts.** This Agreement may be signed in one or more counterparts but all of which taken together shall constitute one instrument.

8.10. **Attorney Fees.** In any proceeding to enforce the terms of this Agreement, each Party shall be responsible for their own attorney's fees, unless otherwise stated in this Agreement, or if an action brought forth is deemed frivolous by a court of law, in which case the Party bringing the frivolous action shall be responsible for any attorney's fees incurred.

8.11. **Construction.** The Parties and their respective counsel have had the opportunity to review and revise this Agreement. The Parties acknowledge that the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

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8.12. Incorporation of Recitals and Introductory Statements. The Parties hereto acknowledge that the recitals and all introductory statements are true and correct and incorporated by reference.

8.13. Electronic Signatures. Facsimile and electronic signatures in PDF form shall be considered original signatures for the purpose of enforcing this Agreement.

8.14. Prior Contracts. The Parties hereby agree that any prior contracts or agreements entered into by them for any similar fire/rescue services shall be null and void upon this Agreement taking effect.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date set out above.

Agency:
Life Line Billing Systems, LLC., d/b/a LifeQuest
Services
a Delaware limited liability company

Service Provider:
Village of Johnson Creek,
a Wisconsin municipality

By: Michael J. Finn
Its: CEO

By: Mark Johnsrud
Its: Village Administrator

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EXHIBIT A-1
BILLING PROCEDURE

PHASE ONE

All billing services on Individual Accounts will be in the name of Service Provider.

Initial Billing

- Property owner or other responsible party receives initial billing for services that were provided. In addition, property owner's or other responsible party's primary insurance company is billed.
- The property owner or other responsible party will typically be billed within seven days upon receipt of all necessary billing documentation and information.
- For the convenience of the property owner or other responsible party served by your service, they will receive with their bill a return envelope for sending payment directly to our billing service.

Second Billing

- The property owner or other responsible party will receive a second bill normally within thirty (30) days after the first bill was sent. 911 Pro Billing utilizes a scheduling procedure that places bills, depending on their payor type, into specific cycles, which will ensure the submission of regularly scheduled billings. Once the property owner's or other responsible party's primary insurance has paid, any secondary insurances will be submitted for consideration of any unpaid balances.

Third Billing

- Normally at this point insurance companies will have paid the maximum amounts that the property owner or other responsible party would be eligible for.
- This invoice is sent normally within sixty (60) days after the initial billing has been forwarded. In addition to the invoice received by the property owner or other responsible party, a note is also applied to the property owner's or other responsible party's bill that reminds the property owner or other responsible party of their responsibilities for payment of this fire response service.

Note: Any resubmissions that would be necessary due to lack of information or incorrect information would be resubmitted upon receiving the proper information at any stage of billing. Agency will also process claims to the Wisconsin Department of Transportation for eligible expenses incurred by the fire response service as set out in the Wisconsin Statutes and Administrative Laws.

Service Provider hereby declares that all unpaid balances due and owing on Individual Accounts at the completion of the Fourth Billing are in default and classified as Default Accounts, unless otherwise directed by Service Provider.

At the end of the Third Billing all unpaid and outstanding balances due will be moved from Service Provider's billing aged receivable reports and will then be reflected in the collections reporting system.

Collected Individual Fees

Checking Account. Agency shall make regular deposits of all payments received into a checking account established for the Service Provider by the Agency for the depositing of Fees collected on behalf of the Service Provider and to provide regularly scheduled payments to Service Provider and Fees to the Agency. The Agency will also manage and oversee all business activities related to the checking account and the posting of payments to proper Individual Accounts. Agency shall have the authority to manage the Checking Account, including without limitation stopping payments on refund checks or revenue checks that have not been cashed within a reasonable period of time. Service Provider further agrees to execute any such documents at each banking institution necessary to authorize the rights granted to Agency herein.

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EXHIBIT A-2

COLLECTION PROCEDURE FOR DEFAULT ACCOUNTS

PHASE TWO

From this point forward the Agency will provide all collection of Default Account services regarding Individual Accounts in the name of the Agency, a third party debt collection agency.

In accordance with the Fair Debt Collection Practices Act, the Individual will receive a validation of debt notice on their delinquent account. There are multiple contacts that are attempted by both telephone and written correspondence on delinquent accounts. Agency uses written correspondence to remind Individuals to make their payments and also uses written correspondence if they have missed a payment. When establishing a monthly payment plan Agency attempts to get the maximum payment the individual can afford and uses the federal poverty guidelines for the minimum specific amount that a particular Individual might be able to afford. We strive to maintain at least a minimum monthly payment specified by the Service Provider.

Also, in Phase Two, Agency continues to trace and skip-trace Individuals that we have been unable to locate as well as resolve any insurance problems that might still exist for Individuals. In addition to this, Agency secures letters of protection from attorneys in auto accident situations that may involve lengthy litigation.

At the end of Phase Two, Service Provider's aged receivables are adjusted and forwarded to Phase Three for reporting purposes.

PHASE THREE WITH TRIP

Collection Procedures

At this point in the collections process Agency will report the Individual's credit report with a bad debt notice.

Individual Accounts that are not paid in the first two Phases are sent a request for payment letter. This letter affords the Individual thirty (30) days to contact the billing office to either make payment in full or establish a payment plan. Agency will also attempt other direct contacts with the Individual.

If requested by the Service Provider, Agency will assemble information needed by the Service Provider to start legal proceedings against Individuals whose accounts are still delinquent. The only additional costs not provided by Agency are attorney's fees or up front Court costs for bringing legal actions against delinquent Individuals. The determination whether to bring suit against the Individual is solely up to the Service Provider.

TRIP. In its capacity as a local government within the State of Wisconsin, Service Provider authorizes Agency to apply for reimbursement, process and submit Individual Accounts on behalf of Service Provider to the Wisconsin Department of Revenue's ("DOR") Tax Refund Intercept Process ("TRIP") for payment on behalf of and in the name of Service Provider. Agency shall manage and maintain exclusive responsibility for the submission of Individual Accounts through the DOR's TRIP on behalf of Service Provider.

Service Provider's Cooperation Regarding TRIP. Service Provider will use its best efforts to directly, or indirectly through the ambulance and rescue service, affect the efficient and timely transfer of any required fields to Agency for the purpose of processing Individual Accounts through TRIP. Such information may include but not limited to the debtor/individual's name, an identifier (social security number, driver's license number or federal employer identification number) and the outstanding balance due and owing.

Collected Individual Fees Phase Two and Three

See: **Checking Account.** In Exhibit A-1

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EXHIBIT A-3

HARDSHIP POLICY AND PROCEDURE

Occasionally, Customers provided service by the Service Provider may be those that are in a financially difficult time.

Agency has developed a Hardship Discount Program that facilitates the identification of those who are in a financially challenged situation. This has been a very successful program to allow for the making of adjustments to those who are truly in need of financial assistance, while also being able to screen those who are not in need of adjustments to their accounts. The Agency will give recommendation as to whether or not a particular Customer meets the criteria of the Hardship Discount Program, but ultimately the Service Provider will decide about granting a Hardship Discount and offering it to the Customer.

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EXHIBIT A-4
ADDITIONAL SERVICES

Agency will provide the following additional services under the terms of this contract for services.

1. Documentation Training
2. Basic Form Development
3. Filing of Probate Claims
4. Basic Billing Review
5. Standard Reporting Package to include:
 - a) Monthly Income and Expenditure All Phases Report
 - b) Monthly Income and Expenditure Phase 1 Report
 - c) Monthly Income and Expenditure Phase 2 Report
 - d) Monthly Income and Expenditure Phase 3 Report

Additional enhanced service options are negotiable.

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EXHIBIT B-1

DOCUMENTATION PROCEDURES

1. All Individual Accounts submitted to Agency should have the name, address and phone number of the Individual.
2. Each Individual Account should have:
 - A. All documents written legibly.
 - B. The property owner's or other responsible party's name, address, phone number, date of birth, Social Security, number driver's license number and state of issue need to be documented on the proper form.
 - C. Record location of response to include the address number, street or road, city, state, zip code, and city, town, or village.
 - D. Record all appropriate dispatch information. (Nature of Call)
 - E. Record reasons why the response level is required.
 - F. Complete a detailed narrative of the event also indicating the necessity for the service.
 - G. Record all fire/rescue vehicles involved.
 - H. Record the responsible party for all parties involved.
 - I. Obtain all available insurance information, copies of insurance documentation is very helpful.
 - J. Record all times accurately.
 - K. Document completely all supplies and chargeable procedures.
 - L. Record crew names, levels and any specialty areas of expertise which are relevant to the individual.
 - M. Have all crew members review the form for accuracy and completeness before leaving the scene.
 - N. Service Provider shall keep copies of all information provided to the Agent.
 - O. Note any other fire/rescue assistance provided by others on the scene, i.e. police, ambulance attendants, etc.

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EXHIBIT B-2

SUPPLEMENTAL BUSINESS ASSOCIATE PROVISIONS

These provisions provide additional terms not included in the Agreement that apply to any Accounts placed by Service Provider which may include Protected Health Information (PHI).

1. **Purpose.** The Parties hereby intend to provide additional protections for the privacy and the security of PHI disclosed to Agency for only the Accounts which may contain PHI, in compliance with the Healthcare Accounts Laws, specifically the Health Insurance Portability and Accountability Act (HIPAA), and to satisfy certain standards and requirements of HIPAA, including, but not limited to Title 45, Section 164-504(c) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time. If this Exhibit in any way conflicts with other provisions of the Agreement relating to Healthcare Accounts, then the stricter of the conflicting provisions shall apply.
2. **Catch-all definition.** The following terms if used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
3. **Additional definitions.** Within this Exhibit, the following meanings have been added or added to: (i) "Business Associate" means and is interchangeable with Agency; (ii) "Covered Entity" means and is interchangeable with Service Provider and (iii) PHI includes any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental condition of a patient, the provision of health care to a patient, or the past, present or future payment for the provision of health care to a patient; (b) that identifies the patient or with respect to which there is a reasonable basis to believe the information can be used to identify the patient, and shall have the meaning given to such term under HIPAA Laws, including, but not limited to 45 CFR Section 164.501; and (c) is limited to the information provided and/or made available by Covered Entity to Business Associate (see 45 CFR § 160.103; 45 CFR § 501).
4. **Additional Business Associate obligations.**
 - a. **Permitted Uses and Disclosures.** Business Associate may use and/or disclose PHI in the performance of its obligations under the Agreement, as permitted by the Healthcare Account Laws and in compliance with the terms of this Agreement (see 45 CFR § 164.504(e)(2)(i)).
 - b. **Use and Disclosure for Management, Administration and Legal.** Business Associate is permitted to use and/or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - c. **Data Aggregation Services.** Business Associate is permitted to use and disclose PHI to provide "Data Aggregation Services," as defined by 45 C.F.R. 164.501, relating to the health care operations of Covered Entity. The Parties agree that any PHI provided to Business Associate hereunder which is later de-identified and therefore no longer identifies a patient, will no longer be subject to the provisions set forth in this Agreement.
 - d. **Nondisclosure.** Business Associate will not use or further disclose Covered Entity's PHI other than as permitted or required by this Agreement or as required by law (see 45 CFR §164.504(e)(2)(ii)(A)).
 - e. **Express allowances.** Business Associate is expressly authorized to use the PHI for: (1) the preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided to the patients; (2) the preparation of reminder notices and documents pertaining to collections of overdue Healthcare Accounts and (3) the submission

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of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided to the patients or to appeal denials of payment for same.

- f. **Safeguards.** Business Associate shall use appropriate safeguards to prevent use or disclosure of Covered Entity's PHI other than as provided for by this Agreement (see 45 CFR § 164.504(e)(2)(ii)(A)).
5. **Reporting of disclosures.** Business Associate shall immediately report to Covered Entity any use or disclosure of Covered Entity's PHI not allowed by this Agreement or the Agreement that Business Associate becomes aware of (see 45 CFR § 164.504(e)(2)(ii)(C)).
6. **Business Associate's agents.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from, created or received by Business Associate on behalf of Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI (see 45 CFR § 164.504(e)(2)(D)).
7. **Availability of information to Covered Entity.** To the extent applicable, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA including, but not limited to, 45 CFR Sections 164.524 and 164.528 (see 45 CFR § 164.504(e)(2)(E) and (G)).
8. **Amendment of PHI.** To the extent Business Associate maintains PHI in a Designated Record Set, as defined by 45 C.F.R 164-501, Business Associate shall make Covered Entity's PHI available to Covered Entity as Covered Entity may require to fulfill Covered Entity's obligations to amend PHI pursuant to HIPAA, including, but not limited to, 45 CFR Section 164.526 and Business Associate shall, as directed by Covered Entity, incorporate any amendments to Covered Entity's PHI into copies of such PHI maintained by Business Associate (see 45 CFR § 164.504(e)(2)(F)).
9. **Internal Practices.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) available to the Secretary of the U.S. Department of Health and Human Services (HHS) for purposes of determining Business Associate's compliance with HIPAA and the HIPAA Regulations (see 45 CFR § 164.504(e)(2)(H)).
10. **Notification of Breach.** Business Associate shall notify Covered Entity as soon as commercially reasonable of any unauthorized use or disclosure of PHI or Security Incident, as defined by 45 C.F.R. 164.304 of which Business Associate becomes aware, but in no event shall Business Associate delay more than forty-eight (48) hours after discovery of a breach before notifying Covered Entity. Business Associate shall take prompt corrective action to cure any such deficiencies. In the event of a disclosure of PHI that requires notification, Covered Entity shall develop and take the lead in complying with HIPAA notification provisions, and Business Associate shall cooperate as reasonably required.
11. **Termination.** If either Business Associate or Covered Entity knows of a pattern of activity or practice of the other that constitutes a material breach or violation of the party's obligations under the provisions of this Exhibit, then Business Associate or Covered Entity shall send written notice to the other describing the other Party's failure in detail and affording that Party a thirty (30) day period in which to cure such failure. If the Party's efforts to cure such breach or end such violation are unsuccessful, the other party shall either: (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, the Party discovering the breach shall report the other's breach or violation to the Secretary of HHS (see 45 CFR § 164.504(e)(1)(ii)). Upon termination of this Agreement for any reason the Business Associate shall return or destroy all PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such

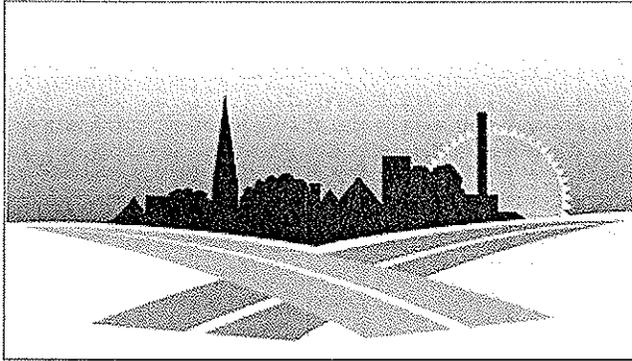
Billing, Collection and TRIP for Johnson Creek Fire

information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible (see 45 CFR § 164.504(e)(2)(I)). Business Associate shall also insure that any Business Associate of the Business Associate herein complies with the terms of this section of the Agreement.

12. **Amendment to Comply with Law.** The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The references to the specific Healthcare Account Laws referenced parenthetically at the end of certain provisions in this Agreement are used to show the legal reference upon which the provision is based upon, but shall have no legal effect that requires the referenced law to be fully incorporated herein. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of an amendment to this Agreement embodying written assurances to the extent necessary to allow Covered Entity to comply with amendments to the standards and requirements of the Healthcare Account Laws.
13. **Assistance in Litigation or Administrative Proceedings.** Each Party shall make itself and any subcontractors (to the extent possible), employees or agents assisting Business Associate in the performance of its obligations under this Agreement available to the other Party at no cost to the other Party to testify as witnesses, or as otherwise needed in the event of litigation or administrative proceedings being commenced against the other Party, its directors, officers or employees based upon claimed violation of HIPAA or other Healthcare Account Laws relating to security and privacy, except where the Party or its subcontractor, employee or agent is a named adverse to the other Party.
14. **No Third Party Beneficiaries.** Nothing expressed or implied in this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 79-13

UTILITY DISCHARGE AGREEMENT RIVER BEND RV RESORT

Village Board 8-26-13

Requested by: Village Administrator

Introduced by: Village President Greg Schopp

RESOLUTION 79-13

UTILITY DISCHARGE AGREEMENT
RIVER BEND RV RESORT

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

THIS AGREEMENT made this 26th day of August, 2013, between River Bend RV Resort of Watertown Wisconsin (hereinafter referred to as "RBRVR"), and the Village of Johnson Creek, Jefferson County, Wisconsin (hereinafter referred to as "Village").

WITNESSETH:

WHEREAS, RBRVR has proposed to discharge its holding tank waters from its RV Resort collection system into the Village's sanitary sewer system for treatment by the Village's wastewater treatment facilities; and,

WHEREAS, RBRVR has voluntarily placed certain conditions and restrictions on the type of wastewater it intends to discharge into the Village's sanitary sewer system; and,

WHEREAS, the Village has investigated and approved the conditions and restrictions developed by RBRVR; and,

WHEREAS, RBRVR and Village desire to enter into this Agreement to properly safeguard the environment and ensure the safety and health of RBRVR customers & employees, Village employees, and Village residents; and,

WHEREAS, RBRVR is desirous of discharging its holding tank water in the most efficient and cost effective means possible; and,

WHEREAS, RBRVR and the Village have determined this Agreement will be of mutual benefit,

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties hereto agree as follows:

SECTION I. IMPROVEMENTS

RBRVR, at its expense and in accordance with Village approved specifications, shall provide the following within one (a) month after this Agreement is fully executed:

- A. **Sampling Data:** RBRVR shall maintain its existing holding tank water discharge sampling procedure and report volumes and analytical results to the Village quarterly for BOD, TSS, Ammonia-N, Total Phosphorus, and all other sampling data as required by the WDNR.
- B. **Flow Monitoring:** RBRVR shall procure and record volumes from its holding tank water discharge station and submit monthly volumes no later than the seventh day of each month for the previous month volumes.
- C. **Maintenance:** RBRVR agrees to keep the Village lift station driveway in good working condition; clean and free of overflows and waste.
- D. **Lift Station Security:** RBRVR agrees to lock the Village lift station every time before leaving the site.

SECTION II. SAMPLING

RBRVR shall adopt the following sampling schedule to ensure its discharges remain within the tolerance levels established by the Village:

- A. The Village reserves the right to perform random sampling of RBRVR holding tank water from the RBRVR tanker trucks at its own discretion. RBRVR understands it must reimburse the reasonable cost of the laboratory analysis of any sampling performed by the Village.
- B. In the event of a suspected sampling error or analytical anomaly, RBRVR and the Village agree to investigate the error or anomaly and resolve the issue in a mutually satisfactory manner.

SECTION III. ANALYSIS OF SAMPLES

- A. RBRVR shall sample its holding tank water on a quarterly basis and submit it to the laboratory in a timely manner to ensure the analysis results are furnished to the Village by the 10th day of February, May, August and November.
- B. Waste discharge analysis shall include results for: average daily discharge in million gallons per day (MGD), Total Phosphorous (T-Phos), Biological Oxygen Demand (BOD), Total Suspended Solids (TSS), and Ammonia Nitrogen (NH₃-N), and TKN.
- C. The laboratory to which the samples are submitted shall be mutually agreed upon by, and acceptable to, RBRVR and the Village.

SECTION IV. TYPE OF DISCHARGES

- A. RBRVR agrees this Utility Discharge Agreement is limited to discharge of normal holding tank waste generated by the RBRVR in the Watertown, WI operations only.
- B. RBRVR acknowledges the Village defines High Strength discharges as those discharges having any, or all, of the following characteristics:
 - Biological Oxygen Demand (BOD) greater than 200 milligrams (mg) /liter (l)
 - Total Suspended Solids (TSS) greater than 250 mg/l
 - Total Kjeldahl Nitrogen (TKN) greater than 45 mg/l
 - Total Phosphorous (T-Phos) greater than 4 mg/l
- C. RBRVR acknowledges its wastewater discharges may be High Strength, as defined in Sec. IV.B. resulting in charges based on the Village's published user fee schedule.

SECTION V. COMPLIANCE WITH CODES AND STATUTES

RBRVR shall comply with all current and future applicable codes of the Village, County, State and Federal government and, further, RBRVR shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the Village, County, State or Federal government. RBRVR shall promptly pay to the Village the treatment and disposal costs in accordance in the cost and fee schedules established by Village Ordinance as the same currently exists, or as the same may be amended during the term of this Agreement.

SECTION VI. TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of approval and execution by River Bend RV Resort and the Village of Johnson Creek for a term of three years, ending no later than September 30, 2016. The Agreement shall be mutually reviewed by RBRVR and the Village within six months of its termination date.

RBRVR will receive one key to unlock the lift station cover, and will not duplicate the lock key and will keep the key in its possession at all times. If a new key is needed, one may be obtained from the Village if it is determined the key was lost or broken and not stolen. The lift station shall not be used for any reason other than what is outlined in this Agreement.

The Village may terminate this Agreement at any time during the term if reduced quality of treated wastewater, suspected damage to wastewater treatment operations equipment, and/or reduced quality of sludge as determined by sludge management sampling analytical data are reasonably linked to the acceptance of RBRVR holding tank waste.

Notwithstanding anything contained herein to the contrary, the Village may refuse to accept for treatment and disposal any wastewater collected by RBRVR from its collection system.

SECTION VII. ASSIGNMENT

RBRVR shall not assign this Agreement without the written consent of the Village. The assignee must agree to all terms and conditions of this document in writing.

SECTION VIII. SEPARABILITY

The provisions of this Agreement shall be deemed separable and if any provision of this Agreement or the application thereof is held invalid, the remainder of this Agreement shall not be affected thereby.

SECTION IX. HEIRS & ASSIGNS

This Agreement is binding upon RBRVR, owners, their heirs, their assigns, and any and all future owners of the subject lands.

SECTION X. AMENDMENTS

The Village and RBRVR, by mutual consent, may amend this Agreement at any meeting of the Village Board.

IN WITNESS WHEREOF, RBRVR and the Village have caused this Agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts the day and year first above written.

River Bend RV Resort

BY: _____
_____,
(Name) (Office)
BY: _____
_____,
(Name) (Office)

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2013 the above-named _____, a representative of River Bend RV Resort, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, WI
My Commission expires: _____

VILLAGE OF JOHNSON CREEK,
JEFFERSON COUNTY, WISCONSIN,

BY: _____
Greg Schopp, President

BY: _____
Mark Johnsrud, Administrator

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2013 the above-named Greg Schopp and Mark Johnsrud to me known to be the President and Administrator, respectively, who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, WI
My Commission expires: _____

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 26th day of August 2013.

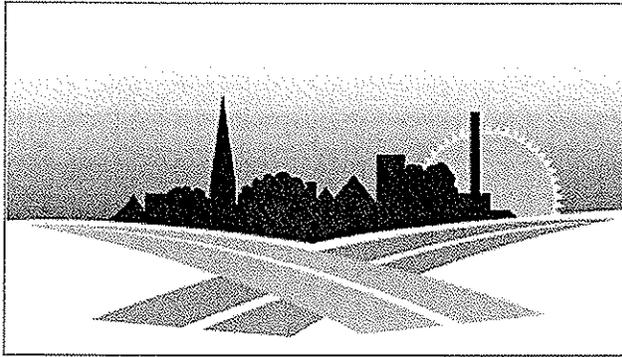
Greg Schopp, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer

Village of Johnson Creek

Crossroads With A Future



ORDINANCE 09-13

AMEND SECTION 60-19A PENALTIES

Village Board 8-26-13 – *1st reading* suspend rules

Village Board 8-26-13 adopt

Request by: Municipal Prosecutor – Brian Brejcha

Introduced by: Village Trustee David Blend

ORDINANCE 09-13

**AMEND SECTION 60-19A
PENALTIES**

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

SECTION 1: Section 60-19A (Peace and good order) of the Village Code of the Village of Johnson Creek is hereby amended to read as follows:

A. Violate state statutes adopted by reference: § 60-1, General penalty applies except for the following violations in which case the penalties expressly set forth therein shall apply:

(1) Violate state statute § 947.01, Disorderly Conduct.

First Offense: \$271.50 (bond amount: \$175.00), Second Offense: \$303.00 (bond amount \$200.00), and a domestic abuse surcharge, pursuant to Wisconsin Statutes Chapter 66, 814, and 973 shall be added/imposed by the Municipal Court in the amount of \$100.00 for all convictions of Disorderly Conduct where the conduct constituting the violation involved "an act by the adult person against his or her spouse or former spouse, against an adult with whom the adult person resides or formerly resided, or against an adult with whom the adult person has created a child." Wis. Stat. § 973.055(1)(a)2

(2) Violate state statute § 947.012, Unlawful Use of Telephone.

First Offense: \$114.00 (bond amount: \$50.00), Second Offense: ~~\$117.00~~ \$177.00 (bond amount \$100.00), and a domestic abuse surcharge, pursuant to Wisconsin Statutes Chapter 66, 814, and 973 shall be added/imposed by the Municipal Court in the amount of \$100.00 for all convictions of unlawful Use of any Telephone or Cellular Phone where the conduct constituting the violation involved "an act by the adult person against his or her spouse or former spouse, against an adult with whom the adult person resides or formerly resided, or against an adult with whom the adult person has created a child." Wis. Stat. § 973.055(1)(a)2

(3) Violate state statute § 947.0125, Unlawful Use of a Computerized Communication System.

First Offense: \$114.00 (bond amount: \$50.00), Second Offense: ~~\$117.00~~ \$177.00 (bond amount \$100.00), and a domestic abuse surcharge, pursuant to Wisconsin Statutes Chapter 66, 814, and 973 shall be added/imposed by the Municipal Court in the amount of \$100.00 for all convictions of unlawful Use of a Computerized Communication System where the conduct constituting the violation involved "an act by the adult person against his or her spouse or former spouse, against an adult with whom the adult person resides or formerly resided, or against an adult with whom the adult person has created a child." Wis. Stat. § 973.055(1)(a)2

SECTION 5: All ordinances or parts of ordinances conflicting with or contravening the provisions of this ordinance are hereby repealed.

SECTION 6: This ordinance shall take effect upon passage and posting as provided by law.

PASSED AND ADOPTED by the Village Board of the Village of Johnson Creek, Jefferson County, Wisconsin this 26th day of August, 2013.

VILLAGE OF JOHNSON CREEK

ATTEST:

BY: _____
Greg Schopp, Village President

Joan Dykstra, Clerk - Treasurer

Date Introduced: August 26, 2013
Date Adopted: August 26, 2013
Date Posted: August 27, 2013
Date Published: August 31, 2013