



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

VILLAGE BOARD MEETING  
September 23, 2013  
125 Depot St  
5:30 p.m.

Agenda

<u>Agenda Posting Information</u>	
Date	_____
Time	_____ am/pm _____
Initials	_____

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Statement of Public Notice
4. Approve Finance Report --pgs 1-12
5. Ambulance/Fire-EMS, Building Inspector, Police -- pgs 13-16
6. Department Reports - Public Works and Sewer/Water Utility -- pg 17
7. Approve Village Board Minutes of August 26, 2013--pgs 18-20
8. Public Comment (limited to two minutes per person)
9. Notices and Discussion --pgs 21-25
10. Committee/Commission Reports --pgs 26-28
11. Report from Dave Anderson, Public Financial Management, on terms of Amended and Restated Lease of certain public property located in Tax Incremental District No. 2 - pgs 29-34
12. **Community Development Authority**  
Resolution 80-13 Approving an Amended and Restated Lease of Certain Property and Improvements by the Village and Approving the Issuance of Approximately \$1,790,000 Community Development Refunding Lease Revenue Bonds, Series 2013 (Tax Incremental District No. 2) by the Community Development Authority and Approving Related Documents and Transactions -- pgs 35-42
13. Reconsider Resolution 78-13 Service Agreement Life Line Billing Systems, LLC-- pgs 43-46
14. Discussion and Recommendation -- Crossroads Cruz-In
15. **Improvement and Services Committee** -- pgs 26-27  
Discussion and Recommendation -- Community Signage  
Discussion and Recommendation -- Compost Site  
Discussion and Recommendation -- Ice Skating Rink 2013/2014  
Resolution 81-13 Budget Amendment -- Centennial Park -- Capital Budget -- pgs 47-48
16. **Plan Commission**  
Resolution 86-13 Certified Survey Map -- Lot 8 -- Johnson Creek Wright Road Plat-- pgs 49-53
17. Resolution 82-13 Ordinance Bond Schedule and Forfeiture Amounts -- pgs 54-58
18. Resolution 83-13 Approval Amy Hudson -- Vet Clinic -- Development Agreement -- pgs 59-73
19. Resolution 84-13 Approval Sale of Lot 1 of CSM of Lot 8 -- Johnson Creek Wright Road Plat -- Amy Hudson-- pgs 74-75
20. Resolution 85-13 Transfer of Impact Fees for General Obligation Debt Service - pgs 76-77
21. Resolution 87-13 Disposal of Surplus Property -- Fire Department-- pgs 78-79
22. Resolution 88-13 Budget Amendment - Award Bid -- Playground Equipment -- Firemans Park -- pgs 80-83
23. Resolution 89-13 Award Bid -- Scoreboard -- Centennial Park-- pgs 84-87
24. Resolution 90-13 Temporary Use Permit -- North Wright Road - Kearns Motor Car Company-- pgs 88-91
25. Resolution 91-13 2014 Johnson Creek Fire Department Budget -- pgs 92-96
26. Resolution 92-13 911 Joint Powers Agreement-- pgs 97-100
27. Ordinance 10-13 Adopting Wis. Statute. §947.0125 and Amending Chapter 189-1 Peace and Good Order -- General Offense against State Laws Subject to Forfeiture-- suspend rules/adopt -- pgs101-102
28. Referred Resolution 52-13 Approval Rock River Power Sports -- Development Agreement-- pgs 103-110
29. Closed Session  
(Pursuant to Wisconsin Statutes §§19.85(1)(e) the investing of public funds and negotiating of a possible development at 545Wright Road and negotiating a development agreement with DuClos Properties, LLC at 400 N. Watertown St. and negotiation of possible development of parcel #141-0715-1813-019 and conferring with legal counsel.
30. Next Village Board Meeting: October 28<sup>th</sup> at 5:30 p.m.
31. Adjourn

NOTICE: It is possible that members of, and possibly a quorum of, other governmental bodies of the Village may be in attendance at the 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.



Check Register Report

Date: 09/16/2013

Time: 11:45 AM

Page: 1

Village of Johnson Creek

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>							
33028	08/27/2013	Printe		CHARTER	CHARTER COMMUNICATIONS	INTERNET- VH	59.99
33029	08/27/2013	Printe		CRANDALL	BRITTANY CRANDALL	REFUND COM CENTER CANCEL	200.00
33030	08/27/2013	Printe		DELTA DEN	DELTA DENTAL OF WISCONSIN	DENTAL INS- SEPTEMBER	1,520.79
33031	08/27/2013	Printe		GORDON FLE	GORDON FLESCH CO., INC.	PD & VH LEASE- SEPTEMBER	493.32
33032	08/27/2013	Printe		KLEANLINE	KLEANLINE, LLC	COM CENTER RENTALS/CLEAN-UP	375.00
33033	08/27/2013	Printe		PADA	PADA	CLASS REGISTRATION- PD	40.00
33034	08/30/2013	Printe		AMC	AMC SHOWPLACE THEATERS,	AMC CLAIM EXCESS TAXES- FINAL	16,091.19
33035	08/30/2013	Printe		CARD SERV	CARD SERVICE CENTER	CONF, ADMIN, ROUTER- FD	906.06
33036	08/30/2013	Printe		R&R INS	R&R INSURANCE SERVICES, INC.	WC, PROPERTY,AUTO,CRIME,GEN	34,696.00
33037	08/30/2013	Printe		WMCA	WMCA	DIST 5 MEETING-CLERK, DEP TREA	60.00
33038	09/10/2013	Printe		JC POST OF	JOHNSON CREEK POST OFFICE	WATER SEWER BILLS	343.20
33039	09/12/2013	Printe		AFLAC	AFLAC	8/16/2013 PAYDATE	47.69
33040	09/12/2013	Printe		WATER ESSE	ANNETTA GRILLO	WATER SAMPLES TO LAB	80.00
33041	09/12/2013	Printe		ASSOC APP	ASSOCIATED APPRAISAL	ASSESSING SERVICES- AUGUST	1,342.73
33042	09/12/2013	Printe		AUTUMN	AUTUMN SUPPLY	PARK SUPPLIES	868.56
33043	09/12/2013	Printe		B-TEK	B-TEK ENTERPRISES, LLC	SERVER/COMPUTER - FD	568.55
33044	09/12/2013	Printe		BADGER UTI	BADGER UTILITY INC	OIL, AIR FILTERS- DPW	138.87
33045	09/12/2013	Printe		BDCH HEALT	BDCH HEALTH WORKS	DOT TESTING- DPW	35.00
33046	09/12/2013	Printe		BIGFOOT	BIGFOOT LABORATORIES, INC	4TH QTR SERVICE FEE- EMS	108.75
33047	09/12/2013	Printe		BOUND TO S	BOUND TO STAY BOUND BOOKS,	CHILDRENS BOOKS- LIBRARY	363.36
33048	09/12/2013	Printe		BROWN/ STE	STEVE BROWN	REIMBURSEMENT - FOOD FD	76.55
33049	09/12/2013	Printe		BUSKE	TRAVIS BUSKE	REIMBURSEMENT - FOOD FD	217.37
33050	09/12/2013	Printe		CHARTER	CHARTER COMMUNICATIONS	CABLE, INTERNET- EMS HOUSE	108.73
33051	09/12/2013	Printe		MADISON CI	CITY OF MADISON	OFFICER TRAINING-PD	80.00
33052	09/12/2013	Printe		CLEAR EDGE	CLEAR EDGE	LAB SUPPLIES- WWTP	3,122.04
33053	09/12/2013	Printe		CRAMER, MU	CRAMER, MULTHAUF & HAMMES,	MUNI COURT, VET CLINIC,LIFEQUEST	3,609.00
33054	09/12/2013	Printe		CULLIGAN	CULLIGAN WATER	LAB GRADE WATER- WWTP	20.00
33055	09/12/2013	Printe		DAWN HAINE	DAWN M. HAINES	CLEANING POLICE DEPT- AUG	160.00
33056	09/12/2013	Printe		EM'S BROID	EM'S BROIDERY & DESIGN, LLC	SHIRTS- FD, EMS	317.40
33057	09/12/2013	Printe		EMER. MED.	EMERGENCY MEDICAL	SUPPLIES- EMS	32.25
33058	09/12/2013	Printe		EMP BENEFI	EMPLOYEE BENEFITS	4TH QTR PAYMENT	1,393.92
33059	09/12/2013	Printe		ENERGENEC	ENERGENECS,INC	CHEMICALS - WELL # 3	957.50
33060	09/12/2013	Printe		ENVIRO SPE	ENVIRONMENTAL SPECIALISTS	LIFT STATION CLEANING- WWTP	900.00
33061	09/12/2013	Printe		FAMILY FUN	FAMILY FUN	MAGAZINE SUBSCRIPTION- LIBRARY	10.00
33062	09/12/2013	Printe		FIRE INSP	FIRE INSPECTION SERVICES INC	FIRE INSPECTIONS	4,940.00
33063	09/12/2013	Printe		FIRESTORE	FIRE STORE ONLINE	UNIFORMS - EMS	177.54
33064	09/12/2013	Printe		FIRE-RESCU	FIRE-RESCUE SUPPLY	TRK #22 REPAIR PARTS	1,220.00
33065	09/12/2013	Printe		GALLITZ	GALLITZ GRADING OF	INSTALL H2O SERV 400 N WAT ROCK	2,158.50
33066	09/12/2013	Printe		GALL'S INC	GALLS, AN ARAMARK COMPANY	CLOTHING ALLOWANCE- PD	16.19
33067	09/12/2013	Printe		GEMPLER'S	GEMPLER'S INC.	WARNING MARKERS- DPW	143.15
33068	09/12/2013	Printe		GENERAL CO	GENERAL COMMUNICATIONS,	RADIO REPAIR # 22- FD	180.00
33069	09/12/2013	Printe		GOR FLESCH	GORDON FLESCH CO, INC	JULY COPIES AUG LEASE	87.81
33070	09/12/2013	Printe		GRAINGER	GRAINGER INC	THERMOSTAT ALARM-WELL # 3	261.36
33071	09/12/2013	Printe		GRAYBAR	GRAYBAR	LIGHT BULBS FOR STREETS-DPW	599.28
33072	09/12/2013	Printe		HARTZ PETE	HARTZ PETER	CLASS/TRAINING	5.00
33073	09/12/2013	Printe		HD SUPP	HD SUPPL NTL WATERWORKS-	WATERMETER RADIO METERS-H2O	2,964.73
33074	09/12/2013	Printe		INGRAM	INGRAM BOOK CO	BOOKS- LIBRARY	655.43
33075	09/12/2013	Printe		J & L TIRE	J & L TIRE INC.	TIRE SQUAD- 2009 FD	124.42
33076	09/12/2013	Void				Void Check	0.00
33077	09/12/2013	Printe	09/12/2013	JC WATER/S	JC WATER AND SEWER	FD, PD, VH, PARKS, DPW, WWTP	744.00
33078	09/12/2013	Printe		JEFF TREAS	JEFFERSON CTY TREASURERS	DOG LICENSES	26.50
33079	09/12/2013	Printe		JERRY'S AU	JERRY'S AUTO REPAIR	TOWING- PD	63.30
33080	09/12/2013	Printe		JOHNSON C	JOHNSON CREEK MOBIL	AUG FUEL PURCHASES-DPW,FD,	1,210.12
33081	09/12/2013	Printe		JOHNSRUD	MARK JOHNSRUD	MILEAGE CONFERENCE	204.62
33082	09/12/2013	Printe		JONAS OFFI	JONAS OFFICE EQUIPMENT	LABELS- LIBRARY	107.99
33083	09/12/2013	Printe		KLEANLINE	KLEANLINE, LLC	SEPTEMBER VH, LIB, CC CLEANING	540.00
33084	09/12/2013	Printe		L.V. LABS	L. V. LABORATORIES	WATER TESTING CHEMICALS-WWTP	26.00
33085	09/12/2013	Printe		LANGE ENT	LANGE ENTERPRISES, INC.	VET PARK SIGNS- SNOW EMERG,	2,679.20
33086	09/12/2013	Printe		LIMELIGHT	LIMELIGHT IMPRESSIONS, LLC	ID BADGES -LIB,VH,DPW,FD,EMS	63.54
33087	09/12/2013	Printe		MARTELLE	MARTELLE WATER TREATMENT	CHEMICALS WELL # 2	150.40
33088	09/12/2013	Printe		MELTESEN	MELTESEN ELISSA	MILEAGE TO MEETING	134.61
33089	09/12/2013	Void	09/12/2013			Void Check	0.00
33090	09/12/2013	Printe		MENARDS	MENARDS	SUPPLIES- FD, WWTP, FD, DPW	471.32
33091	09/12/2013	Printe		MID-STATE	MID-STATE EQUIPMENT	TRACTOR PART - DPW	9.56

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Village of Johnson Creek

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Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>							
33092	09/12/2013	Printe		MIDWEST TA	MIDWEST TAPE, LLC	DVD, BOOKS ON CD- LIBRARY	662.75
33093	09/12/2013	Printe		MINNESOTA	MINNESOTA LIFE	OCTOBER LIFE INS	552.98
33094	09/12/2013	Printe		MSA PROFES	MSA PROFESSIONALSERVICES	SITE REVIEW VET CLINIC	315.00
33095	09/12/2013	Printe		NAPA	NAPA AUTO PARTS	PUMP BATTERY- WWTP	128.51
33096	09/12/2013	Printe		NATIONAL G	NATIONAL GEOGRAPHIC LITTLE	SUBSCRIPTION- LIBRARY	17.95
33097	09/12/2013	Printe		NORTH CENT	NORTH CENTRAL LAB INC	LAB SUPPLIES- WWTP	449.91
33098	09/12/2013	Printe		PARKING LO	PARKING LOT MAINTENANCE,	REPAIR PAVEMTS,LIFT STATION	11,444.00
33099	09/12/2013	Printe		PINE CONE	PINE CONE TRAVEL PLAZA	FUEL PURCHASES- WWTP/H2O	177.28
33100	09/12/2013	Printe		PITNEY BOW	PITNEY BOWES CORP.	POSTAGE MACHINE INK	122.38
33101	09/12/2013	Printe		PORT-A-JON	PORT-A-JOHN CORP	BELL PARK	86.00
33102	09/12/2013	Printe		ROB'S PERF	ROB'S PERFORMANCE	RESTITUTION	160.96
33103	09/12/2013	Printe		SCHAEFER	SCHAEFER SOFT WATER	WATER SOFTNER SALT - VH	33.06
33104	09/12/2013	Printe		SCHLATTER	MATT SCHLATTER	CLOTHING ALLOWANCE	100.00
33105	09/12/2013	Printe		SCHNEIDER	SCHNEIDER PRINTING, INC.	FALL NEWSLETTER	1,316.01
33106	09/12/2013	Printe		SHERWIN IN	SHERWIN INDUSTRIES, INC.	MOWER SUPPLIES- DPW	1,278.42
33107	09/12/2013	Printe		WI DSPS	STATE OF WI DSPS	SOIL INSPECTION CERTIFICATION	53.34
33108	09/12/2013	Printe		TDS	TDS	GARAGE,LIB,PD,WWTP,HALL	866.39
33109	09/12/2013	Printe		THE EXPED	THE EXPEDITERS INC	COLLECTION SYSTEM	1,417.50
33110	09/12/2013	Printe		TOMMY	TOMMY TUCKER	BATH TISSUE FOR PARKS	106.62
33111	09/12/2013	Printe		ANGELA TRI	ANGELA TRIANA	EMS COVERALLS REPAIRS	96.00
33112	09/12/2013	Printe		UNDRWRTER	UNDERWRITERS	WATER TESTING	670.00
33113	09/12/2013	Printe		USA BLUEBK	USA BLUEBOOK	VALVE REPLACEMENT- WWTP	903.88
33114	09/12/2013	Printe		VIERBICHER	VIERBICHER	VET CLINIC, JC SCHOOL	641.00
33115	09/12/2013	Printe		W.S. DARLE	W.S. DARLEY & CO	VALVE- FD	1,429.48
33116	09/12/2013	Printe		WATERTOWN	WATERTOWN DAILY TIMES INC	RES 71-13,ORD 9-13, PUBL.	40.71
33117	09/12/2013	Printe		WE ENERGIE	WE ENERGIES	VH, PD, FD, DPW, WWTP, PARKS	14,307.50
33118	09/12/2013	Printe		WI - SCTF1	WI SCTF	CHILD SUPPORT- PAYDATE 9/13/13	197.47
33119	09/12/2013	Printe		WI - SCTF1	WI SCTF	CHILD SUPPORT- PAYDATE 9/27/13	197.47
33120	09/12/2013	Printe		WI BLDG IN	WI BUILDING INSPECTIONS, LLP	AUGUST PERMITSS	2,679.24
33121	09/12/2013	Printe		WISC DEPT	WI DEPT OF ADMINISTRATION	INSP ST. PERMIT SEALS	317.00
33122	09/12/2013	Printe		WI JUSTICE	WI DEPT. OF JUSTICE	RECORDS CHECK	7.00
33123	09/12/2013	Printe		WITMER PUB	WITMER PUBLIC SAFETY GROUP	UNIFORM - EMS	2,788.30
33124	09/12/2013	Printe		WOMAN DAY	WOMAN'S DAY	SUBSCRIPTION- LIBRARY	8.00
50	09/16/2013	Printe		DEPT EMPL		OCTOBER HEALTH INSURANCE	19,610.80
Total Checks: 97						Checks Total (excluding void checks):	152,491.30

Total Payments: 97

Grand Total (excluding void checks): 152,491.30

Water	\$23,569.61
Sewer	\$29,712.23
Tif # 2	\$18,143.76
Tif # 3	\$1,092.58
Library	\$5,512.31
EMS	\$22,097.64
Fire	\$14,541.06
General	\$37,822.11
<b>Total</b>	<b>\$152,491.30</b>

Authorized By: \_\_\_\_\_  
P & F Chair

Authorized By: \_\_\_\_\_  
P & F Member

## RESTRICTED & CASH ON HAND (BUDGET & DEBT PMT) 9/19/13

<u>GENERAL FUND</u>	<u>Restricted</u>	<u>Cash for Budget/Debt</u>
Checking , Payroll , Money Market (Remaining Expenditures: \$876,592.53)		\$1,144,463.41
EMS -FAP Funds (Restricted Use)	\$21,537.69	
G.O. Bond Proceeds	\$66,875.99	
Restricted Account	\$204,805.17	
Temp Acct Tax Collections (some funds for other jurisdictions)		\$506.77
Tree Fee Account	\$16,155.02	
Impact Fee Account (Parks Share and Public Works Share)	\$86,999.92	
West Side Street & Utility Improvement Fees	\$9,008.19	
	\$405,381.98	\$1,144,970.18
 <u>WATER FUND</u>		
Checking, Money Market (Remaining Expenditures: \$352,291.82)		\$731,574.93
Depreciation Equipment Fund	\$184,772.82	
	\$184,772.82	\$731,574.93
 <u>SEWER FUND</u>		
Checking, Money Market (Remaining Expenditures: \$171,195.76)		\$342,309.43
Restricted Account - Future WWTP	\$533,740.62	
Depreciation Equipment Fund	\$624,787.28	
	\$1,158,527.90	\$342,309.43
 <u>TIF 2</u>		
Checking, Money Market (Remaining Expenditures: \$611,739.17)		\$1,049,708.85
Bond Reserve/Redemption (held by Associated Trust)	\$641,579.83	
	\$641,579.83	\$1,049,708.85
 <u>TIF 3</u>		
Checking, Money Market (Remaining Expenditures: \$1,041,933.82)		\$1,071,624.35
Bond Reserve/Redemption (held by Associated Trust)	\$668,713.34	
	\$668,713.34	\$1,071,624.35
 <u>LIBRARY</u>		
Checking (Remaining Expenditures: \$59,827.60)		\$62,614.25
Restricted & Trust Account	\$30,628.74	
	\$30,628.74	\$62,614.25
 <u>ROOM TAX</u>		
Checking (Remaining Expenditures: \$67,313.05)	\$55,874.47	
 <u>FIRE FUND</u>		
Checking, Money Market (Remaining Expenditures: \$116,333.25)		\$273,639.89
GO Bond Proceeds (Borrowed for property purchase)	\$226,516.14	
Impact Fee Account (Fire-EMS Share)	\$136,573.54	
	\$363,089.68	\$273,639.89
 <b>RESTRICTED &amp; CASH ON HAND (BUDGET &amp; DEBT PMT) 9/19/13</b>		
	<u>Restricted</u>	<u>Cash for Budget/Debt</u>
	<b>\$3,508,568.76</b>	<b>\$4,676,441.88</b>
 <u>BANK TOTALS</u>		
Premier Bank (Checking, Money Market)		\$1,116,822.68
Badger Bank (Checking, Money Market)		\$772,503.66
Local Government Investment Pool (LGIP)		\$0.00
Bank of Lake Mills (Money Market)		\$1,741,292.74
Landmark Credit Union (Money Market)		\$648,916.67
Summit Credit Union (Money Market)		\$647,352.56
Fort Community Credit Union (Money Market)		\$651,327.50
Town and Country Bank (Money Market)		\$648,062.89
Greenwoods State Bank (Money Market)		\$648,438.77
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	\$136,573.54	\$0.00	\$136,573.54		Fire/EMS Building
WWTF	\$0.00	\$0.00	\$0.00		WWTP Phase 2, Office/Lab Expansion, Heated Garage
Water System	\$0.00	\$0.00	\$0.00		Well 5 (Auditor ok'd using for Well 3/4)
Parks	\$16,417.14	(\$16,417.14)	\$0.00	Debt Payments	Any collected goes to debt for 2005 \$1.925M GO Bonds
Public Works	\$70,582.78	(\$4,600.00)	\$65,982.78	Compost Site Relocation Study	Streetscape, Shoreline Restoration, Relocate Brush/Compost
<b>Total Impact Fees:</b>	<b>\$223,573.46</b>	<b>(\$21,017.14)</b>	<b>\$202,556.32</b>		
<b>West Side Street/Utility Fee</b>	<b>\$9,008.19</b>	<b>\$0.00</b>	<b>\$9,008.19</b>		Reconstruct Midge, West (Union to new subdivisions), Connector Streets (Hwy B to Chapel Hill and EW Connector)
<b>Total Account:</b>	<b>\$232,581.65</b>	<b>(\$21,017.14)</b>	<b>\$211,564.51</b>		

NOTES:  
Includes Fees Paid as of: 9/19/2013

RESTRICTED FUNDS UPDATE					
Category	Balance	Budgeted 2013 Expenditures	Projected Remainder	Description of 2013 Expenditures*	
Codification	\$12,168.79		\$12,168.79		
Computers	\$36,572.77		\$36,572.77		
Equipment (DPW)	\$3,512.20		\$3,512.20		
Fire	\$32,954.43		\$32,954.43		
Firemans Park Play Equip	\$7,181.06		\$7,181.06		
Garage	\$14,150.39		\$14,150.39		
Municipal Building Repair	\$21,547.11		\$21,547.11		
Parks	\$63,987.63		\$63,987.63		
Storm Sewers	\$5,256.42		\$5,256.42		
Streets	\$7,474.37		\$7,474.37		
Totals:	\$204,805.17	\$0.00	\$204,805.17		

9/19/2013 Updated





Billing, Collection, & Data Management Services

1-888-777-4911 • www.lifequest-services.com

N2930 State Road 22, Wautoma, WI 54982-5267

### Johnson Creek Fire & Ems Dept

#### Income and Expenditures

155

August 2013

All Phases

Charges	Billing Phase 1	Collections Phases 2 & 3	Total
Collection Placements / Charges	\$30,169.36	\$4,387.97	\$34,557.33
Interest on Delinquent Accounts	\$0.00	\$480.25	\$480.25
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	\$30,169.36	\$4,868.22	\$35,037.58
Account Transfers	\$1,717.10	\$2,670.87	\$4,387.97
<b>Credit Summary</b>			
Total Credits - All Types	\$20,834.29	\$1,424.75	\$22,259.04
Total Credit Adjustments	\$13,468.09	\$0.00	\$13,468.09
Total Closed Account Adjustments	\$0.00	\$1,220.71	\$1,220.71
Total Payments Received (Applied to Acct Bal's)	\$7,366.20	\$204.04	\$7,570.24
Total Overpayments (OP)	\$(161.48)	\$0.00	\$(161.48)
Total Payments Received (plus overpayments)	\$7,527.68	\$204.04	\$7,731.72
Total Overpayment Returns (\$ not deposited)	\$0.00	\$0.00	\$0.00
Total Payments Received (less OP returns)	\$7,527.68	\$204.04	\$7,731.72
Less Payment Kept By (PKB, \$ kept by service)	\$0.00	\$0.00	\$0.00
Total Deposits	\$7,527.68	\$204.04	\$7,731.72
<b>Summary of Disbursement</b>			
Total Deposits & Payments Kept By	\$7,527.68	\$204.04	\$7,731.72
Less Overpayment Refunds (patient / ins reimbursement)	\$(161.48)	\$0.00	\$(161.48)
Gross Revenue	\$7,366.20	\$204.04	\$7,570.24
Total LifeQuest Fee	\$515.63	\$67.33	\$582.96
Probate Fees	\$0.00	\$0.00	\$0.00
Other / Fees			\$0.00
Total Due LifeQuest	Check #	EFT	\$582.96
Total Service Revenue	\$6,850.57	\$136.71	\$6,987.28
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	\$6,987.28

Messages:

**JOHNSON CREEK FIRE & EMS DEPT**Billing Reconciliation Summary  
August 2013

155

**Charges**

Prior Month's Balance	\$40,050.25	
August Charges	\$30,169.36	
<b>Subtotal of Charges</b>		<b>\$70,219.61</b>

**Adjustments**

Intercept	\$0.00	
Credit Tagged	\$0.00	
Per Contract	\$0.00	
LifeQuest Collections	\$1,717.10	
Closed	\$0.00	
Other	\$11,750.99	
<b>Total Adjustments for the Month</b>		<b>\$13,468.09</b>

**Credits**

Cash / Check	\$799.11	
Contract Payments	\$0.00	
Credit Card	\$0.00	
Direct Deposit	\$4,858.96	
Hospital	\$0.00	
Insurance	\$1,869.61	
Payment Kept By	\$0.00	
<b>Total Payments Received for the Month</b>		<b>\$7,527.68</b>

**Overpayment**

Recoopment	\$0.00	
Refunds	\$-161.48	
Returns	\$0.00	
Service Payable	\$0.00	
Other	\$0.00	
<b>Total Overpayments for the Month</b>		<b>-\$161.48</b>

<b>Total for Reconciliation Summary</b>	<b>\$49,385.32</b>
<b>Ending Balance of Accounts Receivables</b>	<b>\$49,385.32</b>

REVENUE/EXPENDITURE REPORT

Village of Johnson Creek

For the Period: 1/1/2013 to 9/30/2013	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	35,328.19	516.58	0.00	54,671.81	39.3

REVENUE/EXPENDITURE REPORT

Village of Johnson Creek

For the Period: 1/1/2013 to 9/30/2013	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	55,750.00	7,008.74	0.00	34,250.00	61.9

REVENUE/EXPENDITURE REPORT

Village of Johnson Creek

For the Period: 1/1/2013 to 9/30/2013	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	70,508.36	6,207.64	0.00	36,147.64	66.1
Salary expenses	106,656.00	106,656.00	70,508.36	6,207.64	0.00	36,147.64	66.1
Acct Class: 9520 FRINGE BENEFITS							
520.100 SOCIAL SECURITY EXPENSE	8,164.00	8,164.00	4,635.47	0.00	0.00	3,528.53	56.8
520.200 WI RETIREMENT FUND EXPENSE	1,999.00	1,999.00	3,249.09	0.00	0.00	-1,250.09	162.5
520.300 HEALTH INSURANCE EXPENSE	0.00	0.00	1,702.77	175.52	0.00	-1,702.77	0.0
520.700 TRAINING/EDUCATION EXPENSE	3,500.00	3,500.00	2,678.13	0.00	0.00	821.87	76.5
520.800 OTHER FRINGE BENEFIT EXPENSE	1,000.00	1,000.00	448.92	158.70	0.00	551.08	44.9
FRINGE BENEFITS	14,663.00	14,663.00	12,714.38	334.22	0.00	1,948.62	86.7
Acct Class: 9530 OPERATING EXPENSES							
530.100 MISCELLANEOUS EXPENSE	250.00	250.00	196.23	28.18	0.00	53.77	78.5
530.200 UTILITIES EXPENSE	6,090.00	6,090.00	4,444.84	355.07	0.00	1,645.16	73.0
530.250 BUILDING EXPENSES	2,500.00	2,500.00	1,171.79	0.00	0.00	1,328.21	46.9
530.300 OFFICE SUPPLIES EXPENSE	800.00	800.00	588.07	284.27	0.00	211.93	73.5
530.400 OPERATING SUPPLIES EXPENSE	11,500.00	11,500.00	7,669.56	910.36	0.00	3,830.44	66.7
530.500 TRANSPORTATION EXPENSE	4,500.00	4,500.00	2,702.19	287.36	0.00	1,797.81	60.0
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	989.50	0.00	0.00	30.50	97.0
OPERATING EXPENSES	32,940.00	32,940.00	20,980.38	1,865.24	0.00	11,959.62	63.7
Acct Class: 9539 OUTSIDE SERVICES EMPLOYED							
530.900 OUTSIDE SERVICES EXPENSE	24,500.00	24,500.00	20,015.05	3,728.60	0.00	4,484.95	81.7
OUTSIDE SERVICES EMPLOYED	24,500.00	24,500.00	20,015.05	3,728.60	0.00	4,484.95	81.7
AMBULANCE	178,759.00	178,759.00	124,218.17	12,135.70	0.00	54,540.83	69.5
Expenditures	178,759.00	178,759.00	124,218.17	12,135.70	0.00	54,540.83	69.5
Net Effect for GENERAL FUND	-178,759.00	-178,759.00	-124,218.17	-12,135.70	0.00	-54,540.83	69.5
Change in Fund Balance:			0.00				
Grand Total Net Effect:	-178,759.00	-178,759.00	-124,218.17	-12,135.70	0.00	-54,540.83	

REVENUE/EXPENDITURE REPORT

Village of Johnson Creek

For the Period: 1/1/2013 to 9/30/2013	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	0.00	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	0.00	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	0.00	0.00	-165.00	0.0
479.100 REFUND OF PRIOR YEARS EXPENSE	2,500.00	2,500.00	8,534.48	69.92	0.00	-6,034.48	341.4
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	9,174.48	69.92	0.00	-5,424.48	244.7
Acct Class: 9481 Interest revenues							
481.100 INTEREST ON TEMP INVESTMENTS	3,200.00	3,200.00	1,153.35	0.00	0.00	2,046.65	36.0
Interest revenues	3,200.00	3,200.00	1,153.35	0.00	0.00	2,046.65	36.0
Dept: 000.000	392,389.00	414,618.00	395,613.06	69.92	0.00	19,004.94	95.4
Revenues	392,389.00	414,618.00	395,613.06	69.92	0.00	19,004.94	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	7,210.05	0.00	0.00	11,587.95	38.4
Salary expenses	18,798.00	18,798.00	7,210.05	0.00	0.00	11,587.95	38.4
ADMINISTRATOR	18,798.00	18,798.00	7,210.05	0.00	0.00	11,587.95	38.4
Dept: 514.200 CLERK & ASSISTANT							
Acct Class: 9510 Salary expenses							

REVENUE/EXPENDITURE REPORT

Village of Johnson Creek

For the Period: 1/1/2013 to 9/30/2013		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	440.00	95.00	0.00	3,060.00	12.6
	OUTSIDE SERVICES EMPLOYED	3,500.00	3,500.00	440.00	95.00	0.00	3,060.00	12.6
	ATTORNEY	3,500.00	3,500.00	440.00	95.00	0.00	3,060.00	12.6
Dept: 518.100 RISK MANAGEMENT								
Acct Class: 7700 EXPENDITURES								
560.110	PROPERTY INSURANCE	1,100.00	1,100.00	1,104.02	0.00	0.00	-4.02	100.4
560.120	LIABILITY INSURANCE	2,900.00	2,900.00	2,148.57	0.00	0.00	751.43	74.1
560.130	AUTO INSURANCE	8,300.00	8,300.00	6,213.25	0.00	0.00	2,086.75	74.9
560.140	WORKMAN'S COMP INSURANCE	2,000.00	2,000.00	1,154.50	0.00	0.00	845.50	57.7
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	12,519.34	0.00	0.00	3,630.66	77.5
	RISK MANAGEMENT	16,150.00	16,150.00	12,519.34	0.00	0.00	3,630.66	77.5
Dept: 523.100 FIRE PROTECTION								
Acct Class: 9510 Salary expenses								
510.200	PART-TIME SALARIES EXPENSE	88,635.00	88,635.00	54,065.05	0.00	0.00	34,569.95	61.0
	Salary expenses	88,635.00	88,635.00	54,065.05	0.00	0.00	34,569.95	61.0
Acct Class: 9520 FRINGE BENEFITS								
520.100	SOCIAL SECURITY EXPENSE	9,657.00	9,657.00	6,000.64	0.00	0.00	3,656.36	62.1
520.200	WI RETIREMENT FUND EXPENSE	3,166.00	3,166.00	2,812.98	0.00	0.00	353.02	88.8
520.300	HEALTH INSURANCE EXPENSE	11,455.00	11,455.00	9,001.58	915.85	0.00	2,453.42	78.6
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	748.59	158.70	0.00	1,751.41	29.9
	FRINGE BENEFITS	30,778.00	30,778.00	19,600.13	1,074.55	0.00	11,177.87	63.7
Acct Class: 9530 OPERATING EXPENSES								
530.100	MISCELLANEOUS EXPENSE	400.00	400.00	784.94	346.00	0.00	-384.94	196.2
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	6,484.33	486.90	0.00	6,515.67	49.9
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	958.48	71.06	0.00	1,041.52	47.9

REVENUE/EXPENDITURE REPORT

Village of Johnson Creek

For the Period: 1/1/2013 to 9/30/2013	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	4,187.30	117.76	0.00	-187.30	104.7
530.500 TRANSPORTATION EXPENSE	4,000.00	4,000.00	2,586.04	434.69	0.00	1,413.96	64.7
530.600 TOOLS & EQUIPMENT EXPENSE	11,000.00	11,000.00	6,916.00	944.93	0.00	4,084.00	62.9
530.700 REPAIRS EXPENSE	10,000.00	10,000.00	5,012.63	1,400.00	0.00	4,987.37	50.1
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	34,397.70	3,801.34	0.00	19,602.30	63.7
Acct Class: 9539 OUTSIDE SERVICES EMPLOYED							
530.900 OUTSIDE SERVICES EXPENSE	10,000.00	10,000.00	11,428.12	4,948.25	0.00	-1,428.12	114.3
OUTSIDE SERVICES EMPLOYED	10,000.00	10,000.00	11,428.12	4,948.25	0.00	-1,428.12	114.3
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	141,719.92	9,824.14	0.00	63,922.08	68.9
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	0.00	0.00	8,671.37	75.1
EXPENDITURES	34,865.00	34,865.00	26,193.63	0.00	0.00	8,671.37	75.1
DEBT EXPENSE: INTEREST	34,865.00	34,865.00	26,193.63	0.00	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	0.00	0.00	0.00	100.0
OPERATING EXPENSES	2,318.00	2,318.00	2,318.00	0.00	0.00	0.00	100.0
TRANSFERS	2,318.00	2,318.00	2,318.00	0.00	0.00	0.00	100.0
Expenditures	392,389.00	414,618.00	298,284.75	9,919.14	0.00	116,333.25	71.9
Net Effect for FIRE/EMS	0.00	0.00	97,328.31	-9,849.22	0.00	-97,328.31	0.0
Change in Fund Balance:			97,328.31				
Grand Total Net Effect:	0.00	0.00	97,328.31	-9,849.22	0.00	-97,328.31	

Johnson Creek Fire & EMS Activity Report-August 2013

Date	Time	Location	Level	Transported	Dispatched Description
8/1/2013	18:21	F	ALS	yes	EMS responded for an individual with a broken leg
8/1/2013	22:00	JC			Fire responded for a car fire
8/3/2013	4:11	JC			Fire responded for a smoke alarm
8/3/2013	12:45	F			Fire responded for a car fire
8/3/2013	23:58	JC	ALS	yes	Ems responded for an individual with back pain
8/4/2013	12:01	LM			Fire provided mutual aid to Lake Mill FD
8/4/2013	14:03	Ixonia			Fire provided mutual aid to Ixonia FD
8/4/2013	16:18	JC			Fire & EMS paged out for an accident cancelled enroute
8/5/2013	3:02	JC			Fire responded for a CO alarm going off
8/7/2013	9:52	JC	ALS	yes	EMS responded for an individual possibly have a heart attack
8/7/2013	18:31	JC	ALS	yes	EMS responded for an individual having problems breathing
8/9/2013	11:08	City of WTTn			Fire Department responded for mutual aid
8/10/2013	14:57				EMS provided mutual aid to Jefferson for mass accident
8/11/2013	12:06	JC	ALS	yes	EMS responded for an individual having a seizure
8/15/2013	21:14	W			Fire department responded for a barn fire
8/18/2013	0:02	JC	ALS	yes	EMS responded for an individual having a seizure
8/19/2013	8:47	JC	ALS	yes	Ems responded for an individual with low pressure and feeling weak
8/19/2013	20:01	JC		no	EMS responded for a possible broken wrist
8/20/2013	10:54	JC	ALS	yes	EMS responded for a possible heart attack
8/21/2013	21:06	JC	ALS	yes	EMS responded for an individual who had fallen
8/22/2013	1:05				Fire provided mutual aid to Clyman barn fire
8/22/2013	12:26	JC	ALS	yes	EMS responded for an individual with an oral infection
8/23/2013	14:33	JC	ALS	yes	EMS responded for an individual with a head injury
8/26/2013	2:07				Fire department provided mutual aid to Lake Mills FD structure fire
8/27/2013	20:08	A		no	EMS responded for a lift assist only no injury
8/28/2013	10:34	W		no	EMS responded for car verses tree no injuries or transport needed
8/30/2013	8:56	JC	ALS	yes	EMS responded to Sunset Ridge for an individual who was weak
8/30/2013	9:35	JC			Fire Department responded to Pheasant Run for a false alarm
8/30/2013	17:08	W	ALS	yes	EMS responded for an indivual with flu like symptoms
8/30/2013	18:06	JC	ALS	yes	EMS responded to Sunset Ridge for an individual who was weak
8/31/2013	13:11	JC		no	EMS responded for an individual who had fallen refused transport
8/31/2013	16:25	JC	BLS	yes	EMS & Fire responded for a motor vehicle accident
8/31/2013	20:11	JC	BLS	yes	EMS responded for an individual with a cut to their leg

Total Emergency Responses		
Johnson Creek	Farmington	Watertown
19	2	3
Milford	Aztalan	Concord
	1	

Activity Report	
Date	Activity Conducted
8/6/2013	SCBA testing
8/13/2013	Silo Fire Training
8/28/2013	EMS trauma training

Wisconsin Building Inspections, LLP  
Building Inspector: Archie Stigney

**PLUMBING PERMITS**

Permit #	Date	Address	Parcel #	Owner	Contractor	Type	Fee
P13-037	8/12/2013	1112 red Oak	141-0715-0634-	Loos Homes	Dave Jones	NSF	164.00
P13-038	8/19/2013	400 N Watertown St	141-0715-0731-00	Rock River Motor	works Plumbing	Sewer	241.75
P13-039	8/26/2013	204-206 Union	141-0714-1311-017	Woolever	Masters Const	Sewer	50.00
						<b>Total Fees</b>	<b>455.75</b>

**BUILDING PERMITS**

Permit #	Date	Address	Parcel #	Owner	Contractor	Type	Fee	Est. Cost
B13-041	8/7/2013	125 Mark Drive	141-0715-1724-08	Schroeder	Owner	Fence	25.00	\$500.00
B13-042	8/7/2013	103 Sanctuary	141-0714-1311-72	Hirsch	Owner	Shed	50.00	\$6,500.00
B13-043	8/8/2013	1225 Remmel Dr	141-0715-0644-0	Rainbow Hospice	Maas	addition	175.00	
B13-044	8/14/2013	111 South Street	141-0715-1824-01	Johnson Creek Schools	Owner	Remodel	244.80	\$6,000.00
B13-045	8/26/2013	208 Anderson	141-0715-1832-03	Victor H	Owner	Addition	75.00	\$11,500.00
B13-046	8/28/2013	1121 red oak	141-0715-0734-15	Loos Homes	Owner	NSF	803.00	\$220,000.00
B13-047	8/28/2013	1120 Blackwalnut	141-0715-0633-14	Loos Homes	Owner	NSF	815.00	\$174,800.00
						<b>Total Fees</b>	<b>2,187.80</b>	

**ELECTRICAL PERMITS**

Permit #	Date	Address	Parcel #	Owner	Contractor	Type	Fee
E13-043	8/5/2013	111 South Street	141-0715-1824-01	J C Schools	Midwest electric	Addition	100.00
E13-044	8/12/2013	1225 Remmel Drive	141-0715-0644-0	Rainbow Hospice	K-W Electric	Addition	166.50
E13-045	8/14/2013	630 Meadowview	141-0715-1842-28	Kaster	Chuck Emery Const	NSF	150.00
						<b>Total Fees</b>	<b>416.50</b>

**HEATING & AC**

Permit #	Date	Address	Parcel #	Owner	Contractor	Type	Fee
H13-024	8/5/2013	665 W Linmar	141-0715-0713-03	Pinecone Travel plaza	The Fix Refrig	remodel	160.00
H13-025	8/12/2013	435 Village Walk	141-0715-0634	Loos Homes	Dave Jones	NSF	164.00
H13-026	8/26/2013	1225 Remmel Dr	141-0715-0744	Rainbow Hospice	Sure-Fire	Remodel	\$35.00
						<b>Total Fees</b>	<b>359.00</b>
						<b>Total Fees</b>	<b>3,419.05</b>
						State Seal	-\$70.00
						20% Village Retainage	-\$669.81
						<b>Total Due Building Inspector</b>	<b>\$2,679.24</b>

# Incident Summary by Nature

JOHNSON CREEK POLICE DEPT.

Incidents From: 8/1/2013 to: 8/31/2013

Date Run: 9/18/2013 9:03AM

Nature of Offense	Total
15 Day Equipment Warning	13
911 Hangups	11
Alarm - Business	1
Alarm - False	2
Alcohol Operator License Check	5
Animal Complaint	5
Animal Loose	2
Assist - Motorist	6
Assist - Other Law Enforcement Agency	1
Assist Citizen	1
Assist EMS	11
Assist Fire	1
Assist Jefferson County Sheriff Dept.	2
Attempt to Locate Person	1
Burglary - Non-Residential	1
Burglary - Residential	1
BUSINESS CHECK	19
Child Custody Exchange	1
Criminal Damage to Property	4
Disorderly Conduct	1
Disorderly Conduct - Domestic abuse	2
Disorderly Conduct - Warning	2
Drug Information	1
Family Disturbance	2
Fireworks	1
Forgery / Uttering	1
Found Items / Property	2
Fraud	3
Fraud - NSF Checks	4
Harassment	1

<b>Nature of Offense</b>	<b>Total</b>
Keep The Peace	1
Lockout - Vehicles	1
Lost Items / Property	2
Loud Noise	1
Neighbor Problems	2
Operating After Revocation	2
Operating After Suspension	1
Operating Without Vehicle Insurance	1
Operator's License Violation	1
<b>PARK CHECK</b>	<b>98</b>
Registration / Title Violation	3
Residence Check	1
Speed Warning	17
Speeding Violation	13
Suspicious Person / Activity	4
Theft - All Other	11
Theft - From Motor Vehicle	1
Theft - Gas Drive Off	4
Theft - Retail/Shoplifting	9
Traffic Accident - Hit and Run	2
Traffic Accident - Personal Injury	2
Traffic Accident - Property Damage	9
Traffic Violation - Warning	7
Trespassing	1
Turn, Stop, Signal Violation	3
Vandalism	1
Village Ordinance Violation	6
Violation of Restraining Order / Court Order	2
Warrant Pickup	3
Weapon Violation	1
Welfare Check	1
<b>Total Number of Offenses for Period:</b>	<b>319</b>

**Public Works – October 2013**

Rout and crack fill streets

Paint markings (stop bars, crosswalks, etc.) on streets

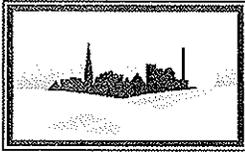
Mow all Village properties

**Lee Trumpf**

**Water Utility Update (for October 2013)**

- Fire hydrant flushing is scheduled to begin October 14th, and finish on October 25th.
- 4th quarter routine drinking water monitoring will be conducted.  
Sewer Utility Update (for October 2013)
- WDNR informed staff that our permit will not be modified as planned - rather allowed to expire at the normal expiration date of 12/31/2014.
- Rock River and The Johnson Creek water monitoring and sampling continue as planned.
- Major equipment maintenance will commence as scheduled.

Peter Hartz



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, Rory Holland, Tim Semo and Steven Wollin.  
Absent and excused: Trustees: David Blend and Barry Hemphill. Also in attendance: Administrator Mark Johnsrud, 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 Semo/Holland motion carried on a 5-0 roll call vote to approve claims totaling \$1,783,952.02.

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

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

**Approve Village Board Minutes of July 22, 2013**

An Albertz/Holland motion carried unanimously to approve July 22<sup>nd</sup> 2013 Village Board minutes.

**Public Comment** - none

**Notices and Discussion**

- January 1, 2013 estimated population 2,818.
- Memo regarding Johnson Creek Public Library Safety Fair 2013 – Huge Success
- Watertown Daily Times article – Library finishes summer reading program included 205 children and 76 adults
- Jefferson County announced two fall clean sweeps and an October mattress recycling event visit the Jefferson County website: [www.jeffersoncountymi.gov/cleansweep](http://www.jeffersoncountymi.gov/cleansweep)

**Committee/Commission Reports** – *For review only*

**Improvement & Services Recommendations:**

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

A Semo/Albertz motion carried 4-1 on a roll call vote with Schopp dissenting to approve a professional service 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.

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

A Semo/Holland motion carried unanimously to approve the water tower antenna project plan as submitted by Sprint Spectrum subject to approval and inspection by MSA.

**Personnel & Finance Recommendations:**

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

An Albertz/Holland motion carried on a 5-0 roll call vote to approve reassigning, renaming and all future room tax payments for the Centennial Park pavilion from current designation “reserved for TIF 3 debt” to restricted account designation “Parks”.

VILLAGE BOARD MEETING  
August 26, 2013

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

An Albertz/Wollin motion carried on a 5-0 roll call vote to approve transferring the amount in the restricted account “Historical Society” to the restricted account designated for “Parks.

**Resolution 66-13 Impact Fee Funds Transfer to Water Utility**

A Holland/Semo motion carried on a 5-0 roll call vote to approve a funds transfer from the Impact Fee account to water cash to reimburse the water fund for expenditures related to water treatment projects in the impact fee analysis.

**Resolution 67-13 Impact Fee Funds Transfer to Sewer Utility**

A Holland/Albertz motion carried on a 5-0 roll call vote to approve a funds transfer from the impact fee account to sewer cash to reimburse the sewer fund for expenditures related to wastewater treatment facility projects in the impact fee analysis.

**Resolution 68-13 Interest Due General Fund from TID 3**

A Semo/Holland motion carried on a 5-0 roll call vote to 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%.

**Resolution 69-13 Restrict Reserves – Sewer Utility**

A Holland/Semo motion carried on a 5-0 roll call vote to approve restricting the sewer bond redemption account and sewer reserve bond account amounts to restricted reserve account - Waste Water Treatment Plant Expansion and Upgrades.

**Resolution 70-13 Sale of Surplus Property**

A Semo/Wollin motion carried on a 5-0 roll call vote to approve the sale to the highest bidder all property listed as surplus property.

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

An Albertz/Wollin motion carried on a 5-0 roll call vote to approve amending the 2013 TID 2 capital outlay budget for the mill and overlay replacement of asphalt pavement to a portion of Hartwig Blvd and Village Walk Ln.

**Plan Commission Recommendation:**

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

A Semo/Wollin motion carried unanimously to approve the vet clinic site plan within the August 15<sup>th</sup> Plan Commission report.

**Resolution 73-13 Additional Operators Licenses 2013/2014**

A Holland/Wollin motion carried unanimously to approve operators licenses for Leah Jean Borbash, Elizabeth Lee Curruchich, Amanda Marie Hunkins, Jamie Kathleen Seabo, Thomas Holt Stansfield and Samuel J. Tromblay.

**Resolution 74-13 Repair of Union Pacific At Grade Railroad Crossings – Depot Street, Lincoln Street and River Drive**

An Albertz/Wollin motion carried unanimously to approve serving a copy of this resolution upon the Union Pacific Railroad requiring the railroad to repair, change or otherwise improve the rail and street crossings on Depot Street, Lincoln Street and River Drive with the tracks of the Union Pacific Railroad within the Village.

**Resolution 75-13 Policy Renewal – League of Wisconsin Municipalities Mutual Insurance**

A Semo/Holland motion carried 5-0 on a roll call vote to approve the policy renewal with the League of Wisconsin Municipalities Mutual Insurance Company through August 2014.

VILLAGE BOARD MEETING  
August 26, 2013

**Resolution 76-13 Appreciation and Tribute - Eugene Corrie**

An Albertz/Holland motion carried unanimously to approve the resolution in appreciation and tribute to Eugene Corrie who served as Village President from April 1991 through April 1999 and also as Village trustee.

**Resolution 77-13 Requesting Exemption from County Library Tax**

A Semo/Albertz motion carried on a 5-0 roll call vote to approve that the Village of Johnson Creek be exempt from the payment of any tax for the support of the County Library Service.

**Resolution 78-13 Services Agreement – Life Line Billing Systems, LLC**

A Wollin/Semo motion carried on a 5-0 roll call vote to amend the resolution by deleting Article 4.2 an automatic renewal of the agreement.

A Semo/Albertz motion carried 5-0 on a roll call vote to approve the service agreement with Life Line Billing Systems, LLC as amended.

**Resolution 79-13 Utility Discharge Agreement – River Bend RV Resort**

An Albertz/Holland motion carried unanimously to approve a utility discharge agreement with the River Bend RV Resort.

**Amend Ordinance 09-13 Section 60-19A Penalties– 1<sup>st</sup> reading/adopt**

A Semo/Wollin motion carried 5-0 on a roll call vote to approve suspending the rules and waive the first reading.

An Albertz/Holland motion carried on a 5-0 roll call vote to adopt Section 60-19A Peace and Good Order of the Village Code.

**Closed Session**

Semo/Albertz motion carried on a 5-0 roll call vote to convene into closed session at 6:07 p.m. 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*

A Holland/Albertz motion carried to reconvene into open session at 6:19 p.m.

**Next Village Board Meeting:** September 23<sup>rd</sup> at 5:30 p.m.

**Adjourn**

A Wollin/Semo motion carried to adjourn at 6:20 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.



SEP 11 2013

**Tyranena Oktoberfest Bike Ride – Saturday, October 5, 2013**

September 12, 2013

To Whom It May Concern;

A version of this letter was also emailed to many of you... so you may already be quite familiar with the Tyranena Oktoberfest Bike Ride! But just to make sure that all of our i's are dotted and t's crossed, we're sending the info out by snail-mail too.

This year's charity event, our 11th annual benefit for Tomorrow's Hope, will be held on Saturday, October 5. With the help of events such as the Tyranena Oktoberfest Bike Ride, Tomorrow's Hope has raised over \$3.2 million dollars over the past 15 years to support local health related research, education, and support services for those touched by Alzheimer's, cancer, diabetes, heart disease and other life-limiting illnesses in southern Wisconsin.

On October 5, between 10:00 and 11:00 am, riders will leave Tyranena Brewing Company in Lake Mills, pedaling in a loop to also end their journey at the brewery with dinner and live entertainment. We expect riders to occupy the routes during a two-to-six hour window; exact course times for each participant will depend upon their departure time, route length and personal biking experience. The three routes (approximately 30, 50 and 70 miles in length) will take riders through the beautiful countryside of Jefferson and Dodge counties. Along each route will be manned rest areas as well as S.A.G. support. (More info on our event is available online at [www.oktoberfestbikeride.com](http://www.oktoberfestbikeride.com).)

A draft of our 2013 routes is enclosed. It is our hope that forwarding this information along will allow emergency service organizations and municipalities affected by the event to be prepared and well-notified of its path and structure.

Discussions with local police departments regarding traffic and safety issues are already underway. We have also been granted all permits for which we applied.

For ease of communication, it would be appreciated if your organization would provide me with current contact information (preferably a name, phone number and, especially, an email address) for whoever would be in charge of coordinating events such as this.

Please let me know if there is anything further that you require, such as a permit or additional information, or if you have any questions at all about our event! We want October 5<sup>th</sup> to run as smoothly and safely as possible for everyone!

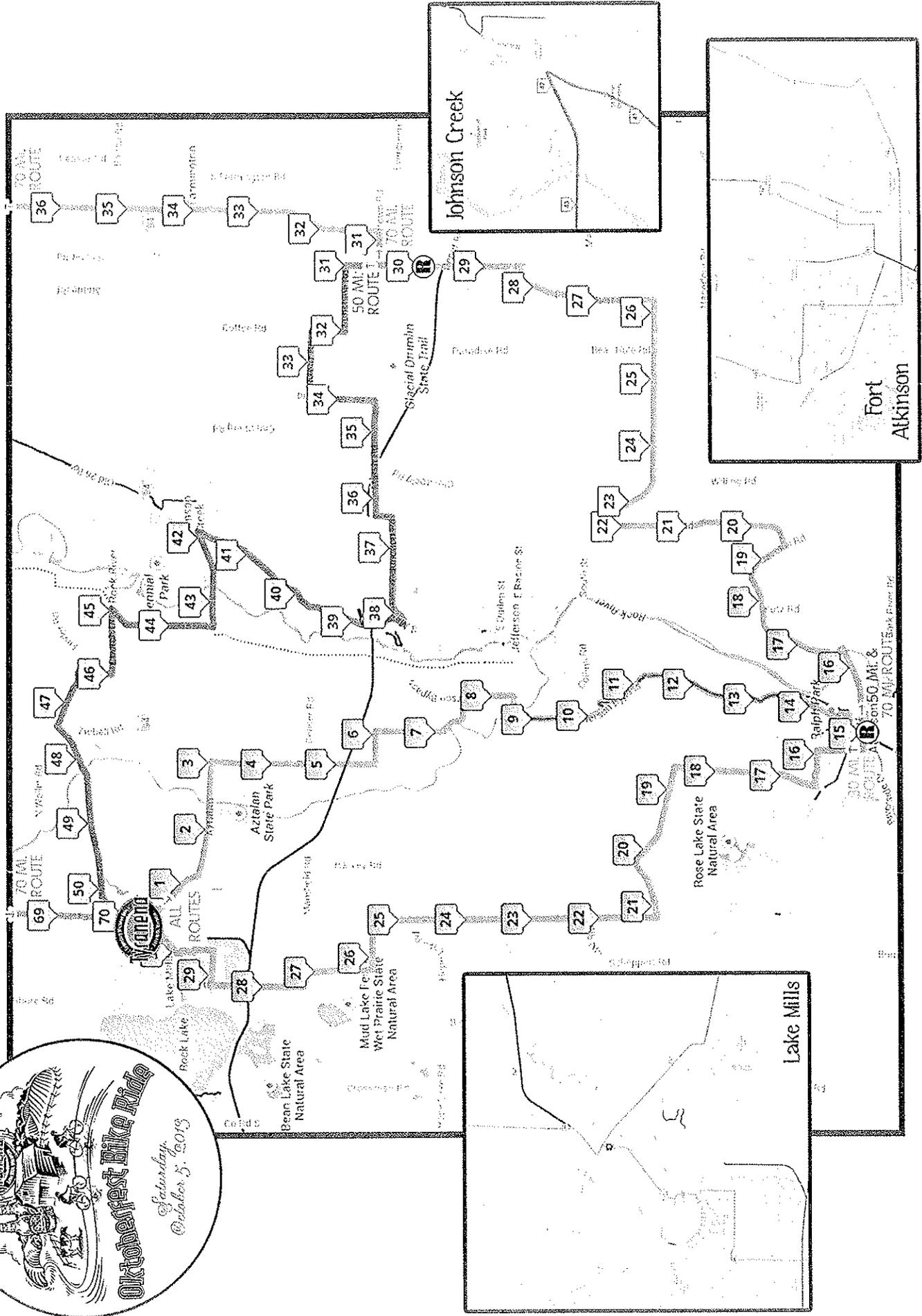
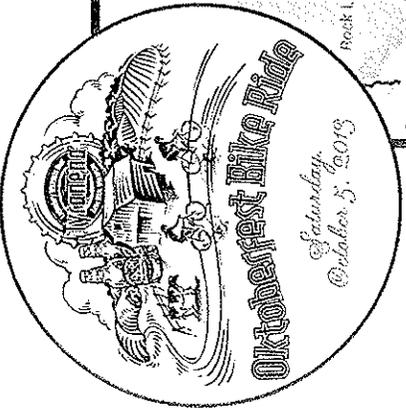
Thanks!

A handwritten signature in cursive script that reads 'Stacey Schraufnagel'.

Stacey Schraufnagel  
Front Operations Manager & Event Coordinator  
Tyranena Brewing Company  
1025 Owen Street - PO Box 736  
Lake Mills, WI 53551  
920-648-8699 • [stacey@tyranena.com](mailto:stacey@tyranena.com)

# 30 MILE, 50 MILE & (beginning of) 70 MILE ROUTES

All routes follow the red course until Rest Area #1 (near mile 15). At Rest Area #1, 50 & 70 will continue on the red course (until Rest Area #2) while 30 will follow the yellow course. At Rest Area #2, 50 will follow the purple course and 70 will continue on the red course.

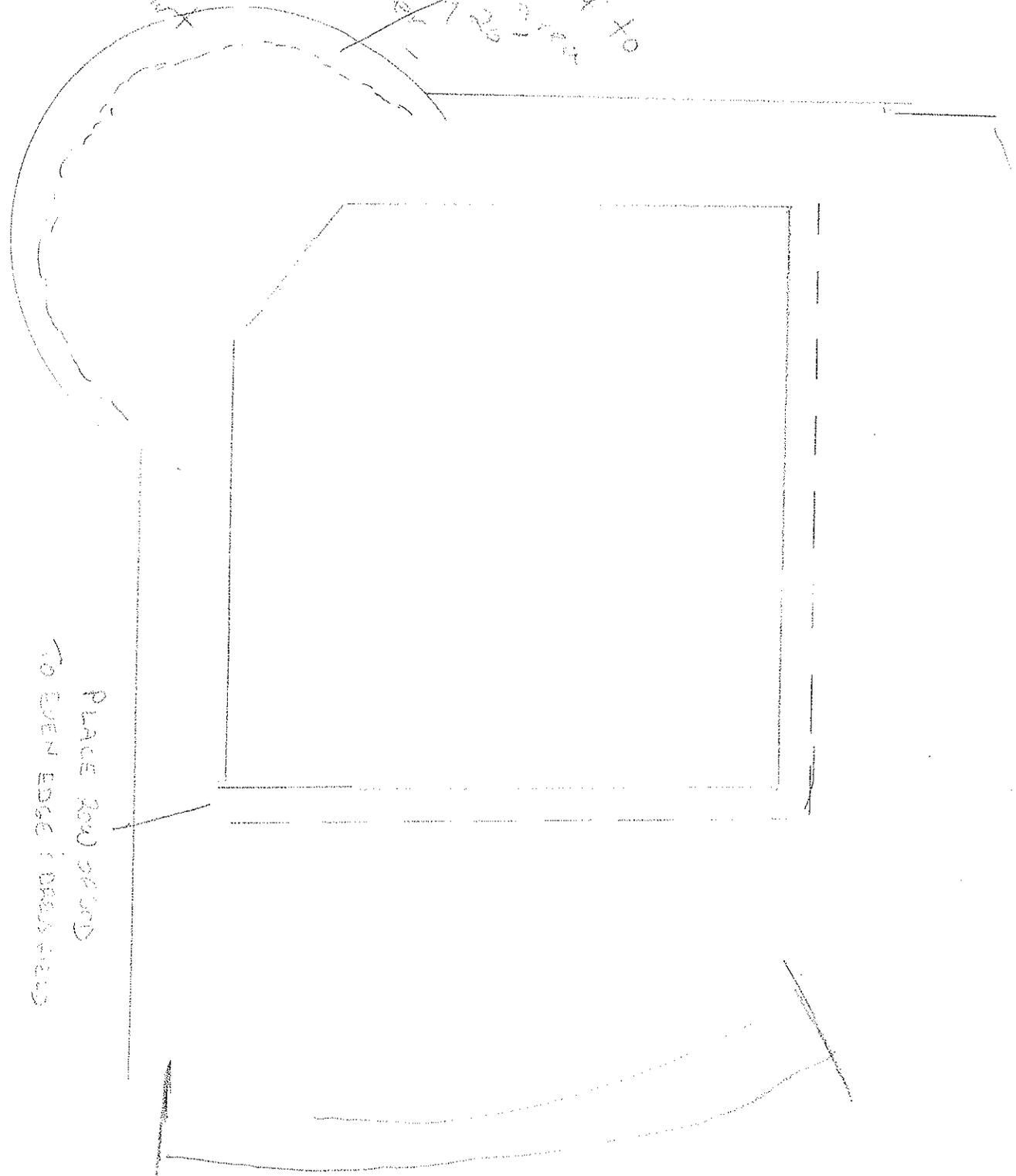


Maintenance project on the fireman's Park Ball field is being done by the Johnson Creek custodial staff & members of the Pioneer Baseball Club. Sod cutter will be rented & supplied by the school and the Pioneers are purchasing sod.

Jim Broushney

New tarp will  
Note cover dirt  
area

Make Add turf to  
regulating area  
diameter 20



PLACE ROW OF SOD  
TO EVEN EDGE OF DRAINAGE

FIRST cut sod; THEN REMOVE W/PS  
THEN REMOVE W/PS

To the Johnson Creek Village Board,  
Thank you for recognizing  
and appreciating the work of Eugene Corrie.

Eugene loved living in Johnson Creek  
and enjoyed the time spent on the village board.  
As president he enjoyed the people he worked with,  
and the accomplishments of that work.

Sincerely,

The Eugene Corrie family

**IMPROVEMENT & SERVICES COMMITTEE**  
**September 4, 2013**



Chairperson Tim Semo called the meeting to order at 6:00 p.m. In attendance: Trustees Fred Albertz, Tim Semo and alternate Greg Schopp. Barry Hemphill was absent and excused. Also in attendance: Trustee Steven Wollin, Administrator Mark Johnsrud and Peter Hartz.

**Statement of public notice**

This meeting was posted and noticed according to law.

**Approve Minutes of August 7, 2013**

An Albertz/Semo motion carried unanimously to approve August 7, 2013 minutes.

**Review April 1, 2013 Park Committee Minutes**

Tim Semo reviewed minutes with committee. No action taken.

**Update on Parks 2013 Capital Budget**

Administrator Johnsrud indicated that the Village is currently accepting bids on a new scoreboard for Centennial Park and new playground equipment in Firemans Park. The fence skirting was removed from the budget by the Village Board. Greg Schopp commented that the Village should not concrete under the bleachers and either spray for weeds or place gravel pad. Tim Semo indicated that a wood border and gravel would be appropriate.

**Discussion & Recommendation – Professional Services – Sewer Facility Study**

Pete Hartz indicated that he had received a letter from the DNR that they will not be modifying the Village's Waste Water Permit until it expires on December 31, 2014. Johnsrud said that he had spoken with Secretary of the Department of Natural Resources; Cathy Strep who indicated that the DNR will be working with both point and non-point source issues and the department is rethinking the timetables to require compliance to allow all users more time to plan and develop a strategy.

**Discussion & Recommendation – Firemans Park – Playground Equipment**

Johnsrud reported that two companies have provided quotes on playground equipment. A resolution to purchase new playground equipment will be presented to the Village Board.

**Discussion & Recommendation – Fencing the Compost Site**

Schopp suggested placing fencing around compost site to prevent non-resident use. Johnsrud recommended waiting until completion of MSA compost site study report as limiting non-resident use would also limit resident use by fencing. Johnsrud suggested enforcement of the existing ordinance and write citations to those who are caught using the compost site illegally as non-residents. Schopp suggested placing boulders to narrow the entrance to one lane.

A Schopp/Albertz motion carried unanimously to recommend to the Village Board the placement of boulders at the entrance of the compost site.

IMPROVEMENT & SERVICES COMMITTEE  
September 4, 2013

**Discussion & Recommendation – Community Signage**

Johnsrud indicated that he had contacted the State DOT for possible placement of a community sign with electronic message board to be placed in Centennial Park along the Interstate. The DOT would permit such a community sign based on designating the location of the sign as non-parkland, limiting size of the sign to not greater than 20 feet in height and only using the sign for community purposes, no business advertising.

An Albertz/Semo motion carried (2-1) with Schopp dissenting to recommend to the Village Board the placement of a community sign with electronic message board in Centennial Park.

**Discussion & Recommendation – Ice Skating Rink**

Greg Schopp indicated that the weather has not cooperated in creating an ice rink over the last several years. Semo suggested moving the ice rink to Firemans Park where the old tractor pull site was. Johnsrud indicated the ice rink in Bell Park has cost the Village about \$1,000 per year with only a few days of good ice because of frequent freezing and thawing.

An Albertz/Schopp motion carried unanimously to recommend to the Village Board the elimination of the ice skating rink for the 2013/2014 season.

**Discussion Community Center Maintenance**

Committee inspected the community center and noted that it was generally well-maintained with the following notations:

- Grout in Bathrooms dirty.
- Dust on molding and baseboards
- Men's bathroom has odors – suggested urinal cakes or air fresheners
- Walls dirty next to sinks in bathrooms and under the counters for kitchen.

- Need to replace brooms and mops more often.
- Install different feet on chairs to prevent wax damage.

**Adjourn**

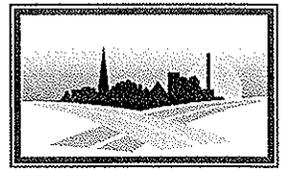
An Albertz/Semo motion carried to adjourn at 7:02 p.m.

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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.

**PLAN COMMISSION**  
**September 19, 2013**



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

**Statement of Public Notice**

This meeting was posted and noticed according to law.

**Approve Minutes of August 15, 2013**

An O'Neil/Chapman motion carried to approved August 15, 2013 minutes.

**Resolution 86-13 Certified Survey Map – Lot 8 – Johnson Creek Wright Road Plat**

An O'Neil/Ansay motion carried unanimously to recommend the approval of Resolution 86-13 subject to approval of the Village Attorney.

**Discussion and Recommendation – Rock River Powersports – Building Changes & Signage**

Mike DuClos presented samples of brick to be placed around entrances. DuClos said the Novabrik colors do not match the depiction of the building as approved. Also, to match the brick on the corner columns the brick would have to be painted. DuClos presented some shades of gray Novabrik for consideration. DuClos presented an alternative of Aspen Gray in Novabrik.

President Schopp said that this will change the look of the building. DuClos suggested eliminating the brick panels on the corners and instead allowing painted steel panels with ribbing placed vertical in red. DuClos did not present a sample or manufacturer code but provided a product catalog showing the product.

Nick Ansay said that he felt uncomfortable approving something that the commission can't see. Johnsrud suggested holding a special meeting on Monday, September 23rd to view samples. DuClos indicated that this will delay the project if approval is not granted.

A Thomas/O'Neil motion carried unanimously to approve the colors of Aspen Gray SP265-138 Novabrik around the entrances and Menards steel trim panels four foot in width in Brite Red for the column corners.

**Next Meeting**

November 14, 2013 – 5:30 p.m.

**Adjourn**

An Ansay/Chapman motion carried unanimously to adjourn at 6:26 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.

AMENDED AND RESTATED  
CONTRIBUTION AND COOPERATION AGREEMENT

THIS AMENDED AND RESTATED CONTRIBUTION AND COOPERATION AGREEMENT made and entered into as of the 7th day of October, 2013, by and between the Community Development Authority of the Village of Johnson Creek, Wisconsin (the "Authority") and the Village of Johnson Creek, Wisconsin (the "Village") witnesseth:

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

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

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

WHEREAS, the Authority has heretofore issued its Community Development Lease Revenue Bonds (Tax Incremental District No. 2), dated July 13, 2004 (the "2004 Bonds") and Community Development Refunding Lease Revenue Bonds, Series 2007A (Tax Incremental District No. 2), dated November 8, 2007 (the "2007 Bonds") to provide funds to finance a portion of the Project; and

WHEREAS, the Authority now intends to issue Community Development Refunding Lease Revenue Bonds, Series 2013 (Tax Incremental District No. 2), dated October 7, 2013 (the "2013 Bonds") to provide funds to refund the outstanding 2004 Bonds (the "Refunding"); and

WHEREAS, in connection with the issuance of the 2013 Bonds, the Authority finds it necessary to amend and restate the Amended and Restated Contribution and Cooperation Agreement dated November 8, 2007 to additionally provide support for the 2013 Bonds; and

WHEREAS, the Authority has requested that the Village assist in providing additional support to facilitate the marketing of the 2013 Bonds; and

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

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

08\22586717.1

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

ARTICLE III

OTHER PROVISIONS

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

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

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

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

ARTICLE I

COVENANTS OF THE AUTHORITY

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

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

ARTICLE II

COVENANTS OF THE VILLAGE

Section 2.1. At the time of the delivery of the 2013 Bonds, if necessary, funds will be deposited in the Reserve Account securing the 2013 Bonds. If, at any time, the balance in the Reserve Account falls below the Reserve Requirement defined in the Resolution of the Authority authorizing the issuance of the 2013 Bonds (the "Reserve Requirement"), the Village covenants that it will pay to the Fiscal Agent for the Authority an amount sufficient to restore the Reserve Account to the Reserve Requirement. For the purpose of determining the balance in the Reserve Account, investments held therein shall be valued at cost plus interest accrued thereon.

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

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

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

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

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

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

(SEAL) VILLAGE OF JOHNSON CREEK, WISCONSIN

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Village Clerk/Treasurer

COMMUNITY DEVELOPMENT AUTHORITY  
OF THE VILLAGE OF JOHNSON CREEK,  
WISCONSIN

By: \_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Executive Director

AMENDED AND RESTATED  
LEASE  
AGREEMENT

between

COMMUNITY DEVELOPMENT AUTHORITY OF THE  
VILLAGE OF JOHNSON CREEK

and

VILLAGE OF JOHNSON CREEK, WISCONSIN

THIS AMENDED AND RESTATED LEASE AGREEMENT is made and entered into as of the 7th day of October, 2013 by and between the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF JOHNSON CREEK, a Wisconsin municipal corporation (the "Authority"), and the VILLAGE OF JOHNSON CREEK, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "Municipality").

WITNESSETH:

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

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

WHEREAS, the Authority has heretofore financed a portion of the costs of the Project through the issuance of its Community Development Lease Revenue Bonds (Tax Incremental District No. 2), dated July 13, 2004 (the "2004 Bonds") and Community Development Refunding

Lease Revenue Bonds, Series 2007A (Tax Incremental District No. 2), dated November 8, 2007 (the "2007 Bonds") which were secured by an Amended and Restated Lease Agreement, dated as of November 8, 2007 between the Authority and the Municipality (the "2007 Lease"); and

WHEREAS, the Authority now finds it necessary and desirable to refund the outstanding 2004 Bonds through the issuance of its Community Development Refunding Lease Revenue Bonds, Series 2013 (Tax Incremental District No. 2), dated October 7, 2013 (the "2013 Bonds") which are also to be secured by the 2007 Lease on a parity with the 2007 Bonds; and

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

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

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

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

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

ARTICLE I

DEFINITIONS AND USE OF PHRASES

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

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

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

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

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

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

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

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

"Lease" means this Amended and Restated Lease Agreement dated as of October 7, 2013.

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

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

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

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

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

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

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

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

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

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

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

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

"Resolutions" means the resolutions authorizing the issuance of the Bonds adopted by the Authority on October 22, 2007 and September 23, 2013.

"2004 Bonds" means the Community Development Lease Revenue Bonds (Tax Incremental District No. 2), dated July 13, 2004.

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

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

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

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

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

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

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

ARTICLE II

COMPLETION OF THE PROJECT

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

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

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

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

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

### ARTICLE III

#### TERM AND RENTS

Section 3.1 Term. The term of the Lease pursuant to this Agreement shall commence as of October 7, 2013. This Agreement shall expire on December 1, 2022, unless the parties shall sooner terminate this Agreement by mutual agreement; provided, however, that the end of said term shall not be advanced nor shall this Agreement expire or be terminated so long as the Bonds shall be outstanding; provided, further, that when the Authority shall have fully paid (or provided for the payment of) all of the principal and interest on the Bonds, this Agreement shall automatically terminate.

Section 3.2 (a) Rentals. During the Leasehold Term the Municipality agrees to pay to the Fiscal Agent for the Authority, without deduction or offset (except as described in the following paragraph), rental payments ("Rentals") semi-annually on May 1 and November 1 of each year commencing on November 1, 2013. The rental payable on any date shall be an amount equal to the sum of the following:

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

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

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

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

Section 3.8 Prepayment. The Authority authorizes the Municipality, in its stead, to call the Bonds for redemption prior to maturity, in whole or in part, pursuant to the terms and conditions of the applicable Resolution, provided that the Municipality shall prepay its Rentals hereunder so that the Rentals suffice to pay the principal of, premium, if any, and interest on the Bonds due at the time of redemption. The Municipality agrees that it shall not make any prepayments of Rentals due under this Lease without calling for redemption the applicable Bonds, without the consent of the Authority.

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

### ARTICLE IV

#### COVENANTS OF MUNICIPALITY

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

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(2) The amount of interest payable on the Bonds on the next succeeding payment date for the Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

(c) In consideration of the provisions of this Agreement giving and granting to the Municipality exclusive possession, custody and control of the Leased Property, the Municipality hereby assumes all risks during the Leasehold Term in connection with any damage, loss or destruction of the Leased Property, or any part thereof, or any fixtures or equipment thereof from any and all causes whatsoever, and, in the event of any such damage, loss or destruction, the Municipality covenants and agrees to repair, restore, rebuild or replace the same as nearly as possible to the condition they were in immediately prior to such damage, loss or destruction either from the proceeds of insurance as hereinabove in this Section 4.3 provided, or, to the extent such proceeds of insurance are insufficient or unavailable therefor, from available appropriations of moneys derived from other sources.

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

Section 4.5 Alterations and Additions to Leased Property. The Municipality shall have the right at any time and from time to time during the Leasehold Term, without liability to the Authority, to make such changes, alterations and additions, structural or otherwise, to the Leased Property and any fixtures and equipment thereof, now or hereafter located on the Leased

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Property, as the Municipality shall deem necessary or desirable in connection with the use of the Leased Property. All such changes, alterations and additions when completed shall be of such a character as not to reduce or otherwise adversely affect the value of the Leased Property or the rental value thereof. The cost of any such change, alteration or addition shall be promptly paid and discharged so that the Leased Property shall at all times be free of liens for labor and materials supplied to the Leased Property, provided, however, that the Municipality may in good faith contest any lien if adequate security is provided during the pendency of proceedings so that the Leased Property is not in danger of being lost through lien foreclosure or otherwise. All alterations, additions and improvements to the Leased Property shall be and become a part of the realty covering the Leased Property.

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

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

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

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

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## ARTICLE VI

### CONDITIONS OF LEASE

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

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

**Section 6.3 Character of Lease.** It is mutually agreed that the Lease granted under this Agreement is an absolutely "net" lease and notwithstanding any language herein to the contrary, it is intended and the Municipality expressly covenants and agrees that all rentals and other payments herein required to be made by the Municipality to the Authority shall be made without notice or demand and without set-off, counterclaim, abatement, suspension, deduction or defense, and shall be net payments to the Authority, meaning that the Authority is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the maintenance, preservation, repair, restoration, reconstruction, insuring or protection of the Leased Property or any part thereof, all such obligations being the responsibility of the Municipality.

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

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

**Section 6.6 Enjoyment of Leased Property.** The Authority hereby covenants that the Municipality shall during the Leasehold Term peacefully and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the Authority, except as expressly required or permitted by this Lease. The Authority shall not interfere with the quiet use and enjoyment of the Leased Property by the Municipality during the Leasehold Term so long as no event of default shall have occurred under the Lease. The Authority shall, at the request of the Municipality, and at the cost of the Municipality, join and cooperate fully in any legal action in

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**Section 4.8 Tax Covenant.** The Municipality and the Authority covenant for the benefit of the Owners of the Bonds that they will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the Municipality and the Authority or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code and applicable Regulations, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustments applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income, or (iii) would subject the Municipality or the Authority to any penalties under Section 148 of the Code. The foregoing covenant shall remain in full force and effect, notwithstanding the payment in full or defeasance of the Bonds, until the date on which all obligations of the Municipality and the Authority in fulfilling the above covenant under the Code have been met.

## ARTICLE V

### ASSIGNMENT, SUBLETTING AND MORTGAGING

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

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

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

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

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

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

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which the Municipality asserts its right to such possession and enjoyment. In addition, the Municipality may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property and shall be joined in any action affecting its liabilities hereunder.

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

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

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

## ARTICLE VII

### MISCELLANEOUS

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

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

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

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

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

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

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STATE OF WISCONSIN )  
 )SS  
COUNTY OF JEFFERSON )

EXHIBIT A  
DESCRIPTION OF THE PROPERTY

On the \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public in and for said County, personally appeared Steve Wolin and Mark Johnsrud, the Chairperson and Executive Director, respectively, of the Community Development Authority of the Village of Johnson Creek, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Chairperson and Executive Director of said Authority, and acknowledged that they executed the foregoing instrument as such officers; that said instrument was signed by them as such officers of and on behalf of said Authority by authority of its Commissioners; and the said Authority acknowledged the execution of said instrument to be the free and voluntary act and deed of said Authority by it being freely and voluntarily executed.

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

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

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

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

EXHIBIT B  
DESCRIPTION OF LEASED IMPROVEMENTS

All municipally owned sewer mains and laterals, water mains and laterals, storm sewer pipes, and related appurtenances and equipment located or to be located within Tax Incremental District No 3 of the Village of Johnson Creek, Wisconsin, as amended, described on the map attached to Exhibit A.

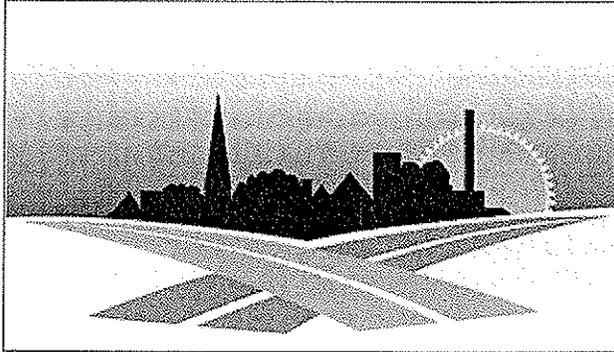
EXHIBIT C  
SCHEDULE OF DEBT SERVICE PAYMENTS ON THE  
OUTSTANDING 2007 BONDS AND 2013 BONDS

(SEE ATTACHED)

# Village of Johnson Creek

Crossroads With A Future

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## RESOLUTION 80-13

**RESOLUTION APPROVING AN AMENDED AND RESTATED LEASE OF  
CERTAIN PROPERTY AND IMPROVEMENTS BY THE VILLAGE AND APPROVING  
THE ISSUANCE OF \$1,790,000 COMMUNITY DEVELOPMENT REFUNDING LEASE  
REVENUE BONDS, SERIES 2013 (TAX INCREMENTAL DISTRICT NO. 2)  
BY THE COMMUNITY DEVELOPMENT AUTHORITY  
AND APPROVING RELATED DOCUMENTS AND TRANSACTIONS**

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Village Board 09-23-13

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Requested by: Village Administrator Mark Johnsrud

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Introduced by: Village Trustee David Blend

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VILLAGE BOARD OF THE  
VILLAGE OF JOHNSON CREEK

RESOLUTION 80-13

RESOLUTION APPROVING AN AMENDED AND RESTATED LEASE OF  
CERTAIN PROPERTY AND IMPROVEMENTS BY THE VILLAGE AND APPROVING  
THE ISSUANCE OF \$1,790,000 COMMUNITY DEVELOPMENT REFUNDING LEASE  
REVENUE BONDS, SERIES 2013 (TAX INCREMENTAL DISTRICT NO. 2)  
BY THE COMMUNITY DEVELOPMENT AUTHORITY  
AND APPROVING RELATED DOCUMENTS AND TRANSACTIONS

---

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

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

WHEREAS, the Authority has heretofore issued its Community Development Lease Revenue Bonds (Tax Incremental District No. 2), dated July 13, 2004 (the "2004 Bonds") and Community Development Refunding Lease Revenue Bonds, Series 2007A (Tax Incremental District No. 2), dated November 8, 2007 (the "Prior Bonds") for the purpose of financing a portion of the Project;

WHEREAS, the Project Property and certain of the improvements described on Exhibit B hereto (the "Leased Improvements") were leased to the Municipality pursuant to an Amended and Restated Lease Agreement, dated as of November 8, 2007;

WHEREAS, the Authority has authorized the borrowing of \$1,790,000 and the issuance and sale of Community Development Refunding Lease Revenue Bonds, Series 2013 (Tax Incremental District No. 2), dated October 7, 2013 (the "Bonds"), the proceeds of which shall be used to refund the outstanding 2004 Bonds;

WHEREAS, the Authority has submitted a report on the Amended and Restated Lease, dated October 7, 2013 (the "Lease") to this Village Board, has duly noticed and conducted a public hearing on the Lease, and has approved the Lease;

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

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

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

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

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

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

Section 3. Statement of Intent to Appropriate. The Village Board acknowledges that the projected tax increment to be derived from the District may not be realized and that the increment, together with special assessment collections, may therefore be insufficient to make payments under the Lease sufficient to pay all debt service on the Bonds as it becomes due. The Municipality hereby declares that it fully expects and anticipates that, if such a shortfall occurs, it will appropriate funds from other available revenues of the Municipality sufficient to fund any such shortfall in order to meet its obligation to make rental payments under the Lease sufficient to pay when due all principal of and interest on the Bonds, provided however, that such payment shall be subject to annual appropriation by the Village Board and shall be subject to the Municipality's quiet enjoyment of the property and improvements leased pursuant to the Lease.

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

Section 5. Approval of the Bonds. The terms of the Bonds authorized by the Authority at its meeting duly noticed, held and conducted on September 23, 2013 are ratified and approved. The Municipality covenants that it will not dissolve the Authority until all of the Bonds have been paid or discharged within the meaning of the resolution authorizing their issuance. The Municipality hereby

designates the Bonds to be "qualified tax-exempt obligations" pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended.

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

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

Section 7. Execution and Delivery of Documents. The President and the Village Clerk/Treasurer are hereby authorized for and in the name of the Municipality to execute and deliver the Lease, the Contribution and Cooperation Agreement and any and all additional documents as may be necessary or desirable to effectuate the sale of the Bonds and the completion of the transactions contemplated hereby.

ADOPTED AND APPROVED AND RECORDED this 23<sup>rd</sup> day of September, 2013.

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Greg Schopp  
Village President

Attest:

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Joan Dykstra  
Village Clerk/Treasurer

EXHIBIT A

DESCRIPTION OF THE PROPERTY  
ACQUIRED BY THE AUTHORITY

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

EXHIBIT B

DESCRIPTION OF LEASED IMPROVEMENTS

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

EXHIBIT C  
AMENDED AND RESTATED  
LEASE AGREEMENT

(See attached)

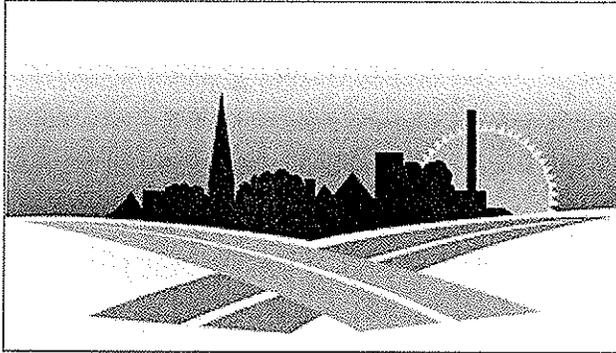
EXHIBIT D

AMENDED AND RESTATED  
COOPERATION AND CONTRIBUTION AGREEMENT

(See Attached)

# Village of Johnson Creek

Crossroads With A Future



## RESOLUTION 78-13

### SERVICES AGREEMENT LIFE LINE BILLING SYSTEMS, LLC

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Village Board 8-26-13 *approved 5-0 with amendment to delete 4.2 automatic renewal*

Village Board 9-23-2013 *motion to reconsider*

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Requested by: Village Administrator

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Introduced by: Village President Greg Schopp

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RESOLUTION 78-13

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SERVICES AGREEMENT  
LIFE LINE BILLING SYSTEMS, LLC

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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 amended to delete Article 4.2 automatic renewal at the end of the three year contract

**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 26<sup>th</sup> day of August 2013.

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Greg Schopp, Village President

ATTEST:

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Joan Dykstra, Clerk – Treasurer



**AUTHORIZATION FOR BANKING**

Name to use on account:

Client Legal Name: JOHNSON CREEK FIRE & EMS

Alternate Name: \_\_\_\_\_

Client Address: PO Box 529 Johnson Creek WI 53038  
Number & Street City State Zip

Tax ID Number: 39-6006293

For Client's account to be held in:

Bank: Hometown Bank

Bank Routing Number: 075906854

Bank Account Number: 6106914

Branch: Fond du Lac, WI

Address: 80 Sheboygan Street, City: Fond du Lac, State: WI, Zip Code: 54935-4333

**ACCESS ONLINE E-STATEMENTS**

If you would like access to your Hometown account to monitor (view only) the daily activity, contact Hometown Bank after the account has been established and the signature card is in place.

Contact: Nikki Reinke: nreinke@htbwi.com 920-907-0894

**ACH/EFT TRANSFERS**

Client authorizes LifeLine Systems, Inc. d/b/a LifeQuest Services (LifeQuest) to initiate Electronic Fund Transfers from Client's Hometown Bank Account and, *hereby pre-approves the transfers to:*

1. Client's Bank Operating Account at:

Bank Name: already have

Routing Number: \_\_\_\_\_ and Account Number: \_\_\_\_\_

PROVIDE COPY OF VOIDED CHECK FOR THIS ACCOUNT

AND TO:

2. LifeQuest Services operating account at Hometown Bank for payment of services rendered (transfer to any other account would require Client's approval).

PROVIDE:

3. Client's EFT Contact Name: already have --update if necessary

Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Ext: \_\_\_\_\_

Email to send EFT transfer confirmation: \_\_\_\_\_



STATEMENTS

Client authorizes LifeQuest to receive a copy of its Hometown Bank Statements for this account.

DEPOSITS AND REFUNDS

Life Line Billing Systems, LLC (LifeQuest), is hereby authorized as the Billing Agent for the above Client to sign checks drawn on the Client's Hometown Bank account for refunds and to endorse instruments requiring a signature of client for deposit into the Client's Hometown Bank account through the signature/endorsement of Michael Finn as a designated agent. One or two authorized signers from the Client would be required. Only one signature is required to sign the checks.

AUTHORIZED SIGNERS

The following are the Client's one (1) or two (2) authorized signers on its Hometown Bank account (\*\*Please provide Social Security numbers and a copy of the Driver's License on a separate sheet):

Print: First Name Middle Initial Last Name Print: Title

Print: First Name Middle Initial Last Name Print: Title

This authorization is to remain in effect until Hometown Bank, and LifeQuest have received written notice from this account holder or account holder's representative of its revocation. This notification must be received five (5) business days prior to its effective date.

I \_\_\_\_\_ am authorized to designate signatories on accounts  
(Print Name of Authorized Person)

in such depositories as listed above for the specific purpose so designated and to pre-authorize EFT transfers.

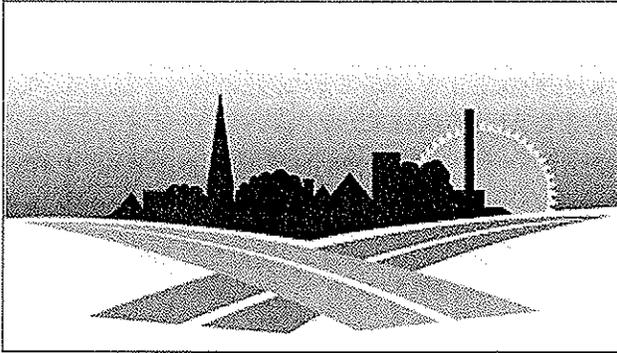
This authorization is effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.  
Day Month Year

(Johnson Creek Fire & EMS)

Signature of person named above authorizing \_\_\_\_\_ Title: \_\_\_\_\_  
Please print

# Village of Johnson Creek

Crossroads With A Future



## **RESOLUTION 81-13**

### **BUDGET AMENDMENT CENTENNIAL PARK CAPITAL BUDGET**

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Village Board 9-23-13

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Requested by: Improvement and Services Committee

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Introduced by: Village Trustee Tim Semo

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RESOLUTION 81-13

BUDGET AMENDMENT  
CENTENNIAL PARK  
CAPITAL BUDGET

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

**WHEREAS**, the Village Board approved the 2013 operating and capital budget to include \$4,000 to provide concrete under the bleachers at Centennial Park, and

**WHEREAS**, the Improvement and Services Committee is recommending a budget amendment to eliminate the \$4,000 expenditure for concrete under the bleachers and add the removal of the grass infield on the South "little league" Ballfield to include adding infield mix to include grading and grooming, and

**WHEREAS**, Village staff will provide labor to remove the grass infield with infield materials to be purchased from Waupaca Sand – Dousman Quarry on a per ton basis not to exceed \$4,000, and

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Village of Johnson Creek approve amending the 2013 Budget for Centennial Park by eliminating placing concrete under the bleachers in the amount of \$4,000 and add the removal of the infield grass from the South "little league" ballfield and placement of infield materials purchased from Waupaca Sand – Dousman Quarry on a per ton basis not to exceed \$4,000 with all funding and expenditure accounts remaining the same, and

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

**PASSED AND ADOPTED** by the Village Board of the Village of Johnson Creek this 23<sup>rd</sup> day of September, 2013.

\_\_\_\_\_  
Greg Schopp, Village President

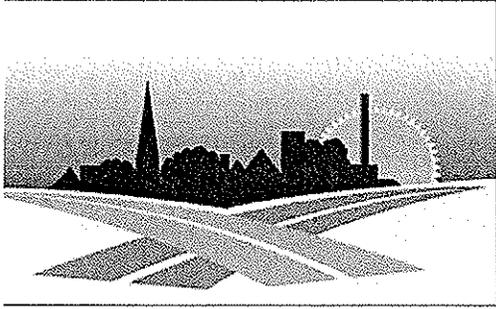
ATTEST:

\_\_\_\_\_  
Joan Dykstra, Clerk – Treasurer

# Village of Johnson Creek

Crossroads With A Future

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## RESOLUTION 86-13

### CERTIFIED SURVEY MAP LOT 8 -- JOHNSON CREEK WRIGHT ROAD PLAT

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Plan Commission 9-19-13 *Approve (5-0)*

Village Board 9-23-13

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Requested by: Village Board

---

Introduced by: Village President Greg Schopp

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RESOLUTION 86-13

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**CERTIFIED SURVEY MAP  
LOT 8 – JOHNSON CREEK WRIGHT ROAD PLAT**

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

**WHEREAS**, the Village Board has approved a terms agreement and a site plan for the construction of a building to be used as a small animal veterinary clinic with the developer, Amy Hudson for the North half of Lot 8 of the Johnson Creek Wright Road Plat, and

**WHEREAS**, the Village Engineer, MSA, has completed a survey and a Certified Survey Map of Lot 8 to subdivide the parcel into two equal parcels, and

**WHEREAS**, the Village Attorney, James Hammes has reviewed the CSM, and

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Village of Johnson Creek hereby approves a Certified Survey Map of Lot 8 of the Johnson Creek Wright Road plat into two parcels, Lot 1 and Lot 2, and

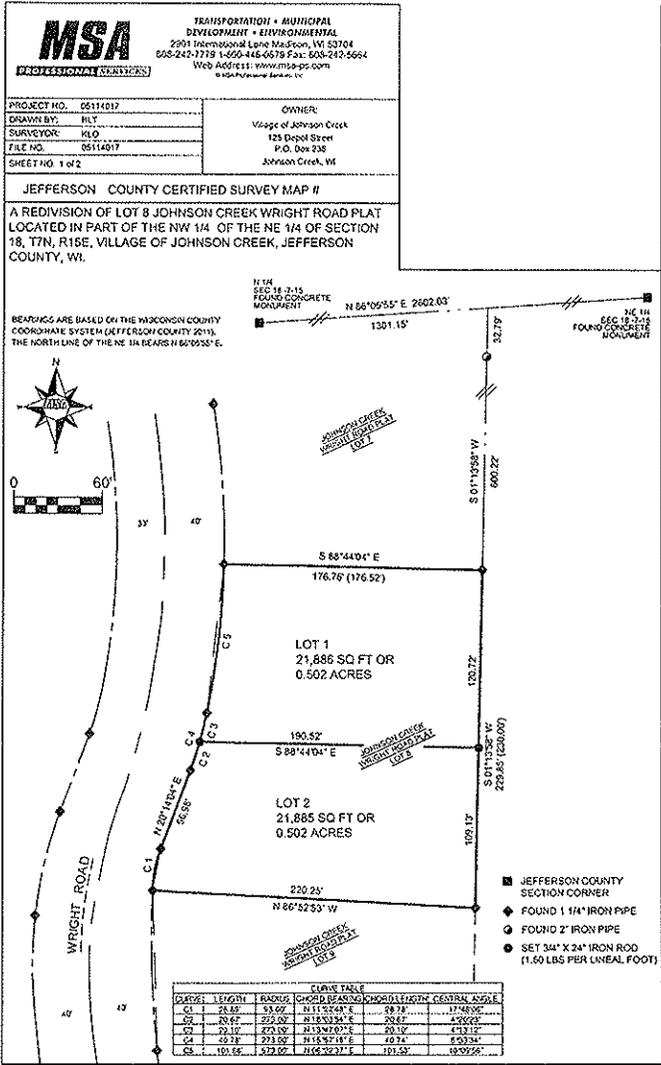
**BE IT FURTHER RESOLVED**, that the Village Clerk/Treasurer and Administrator are authorized to effectuate such transaction.

**PASSED AND ADOPTED** by the Village Board of Trustees this 23<sup>rd</sup> day of September, 2013

\_\_\_\_\_  
Greg Schopp, Village President

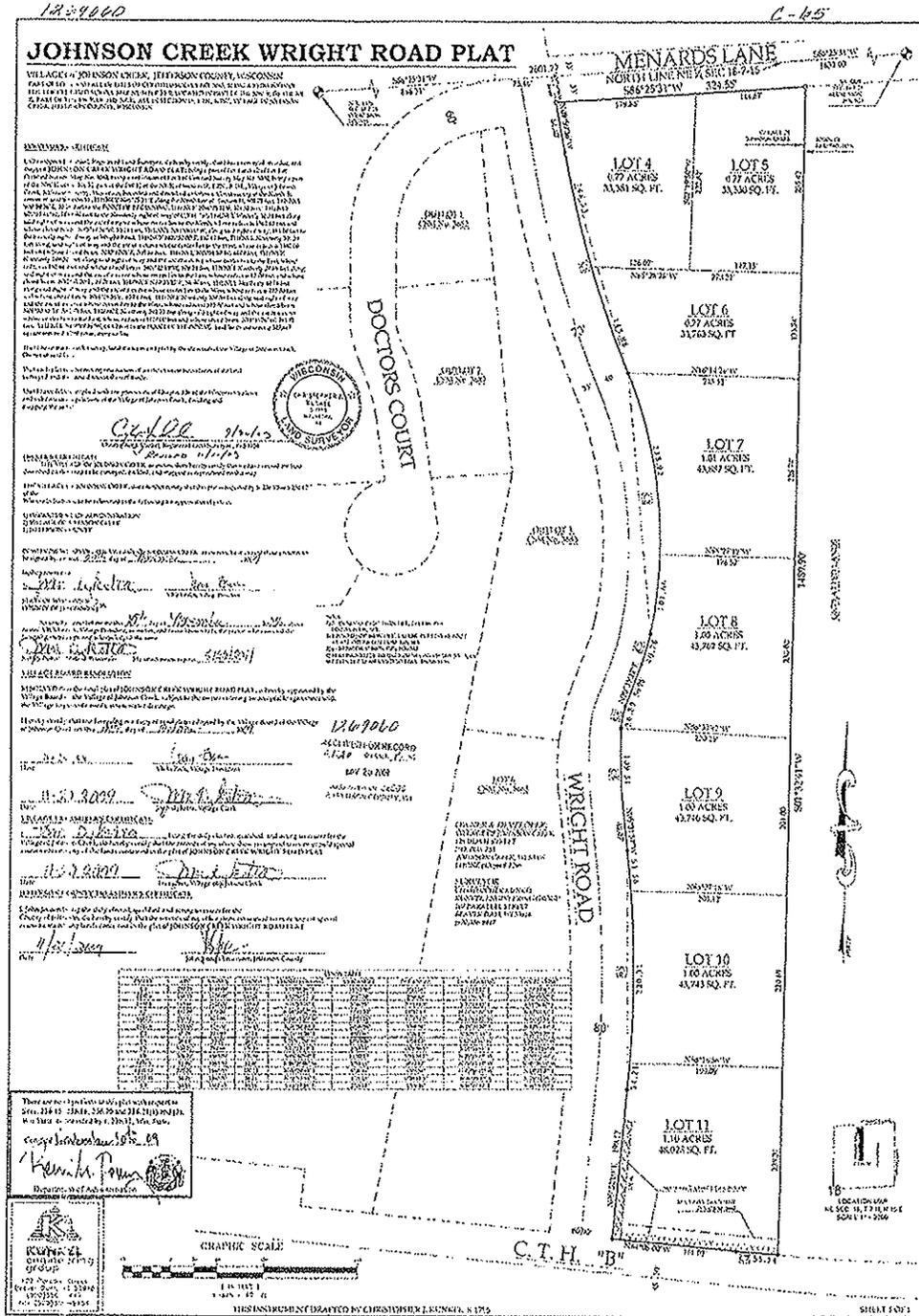
ATTEST:

\_\_\_\_\_  
Joan Dykstra, Clerk – Treasurer





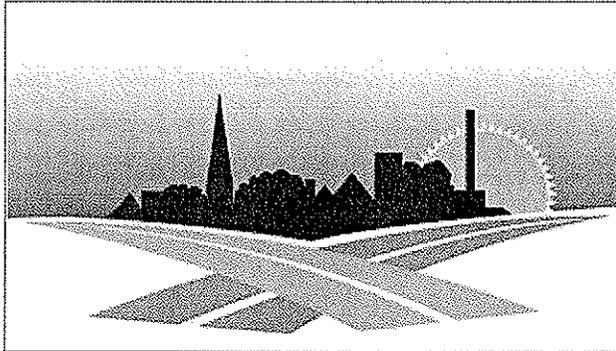
Original lot 8 location



# Village of Johnson Creek

Crossroads With A Future

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## RESOLUTION 82-13

### ORDINANCE BOND SCHEDULE OF FORFEITURE AMOUNTS

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Village Board 9-23-13

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Requested by: Municipal Prosecutor Brian Brejcha

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Introduced by: Village President Greg Schopp

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RESOLUTION 82-13

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ORDINANCE BOND SCHEDULE OF FORFEITURE AMOUNTS

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

**WHEREAS**, Wis. Stat. § 800.37 requires the Municipal Court, with the approval of the governing body of the municipality, to set the deposit schedule for the Village of Johnson Creek, and

**WHEREAS** certain bond and forfeiture amounts have not been revisited, revised or increased recently, and

**WHEREAS** The Honorable Joann Miller, the Municipal Judge of the Central Jefferson County Municipal Court, which court presides over the Village of Johnson Creek ordinance and traffic violations, has recommended that the bond schedule attached hereto be adopted by the Village of Johnson Creek, in part, in an effort to be consistent with our neighboring municipalities.,

**NOW THEREFORE BE IT RESOLVED** the bond and forfeiture amounts under the Village Code of the Village of Johnson Creek shall be amended and adopted as set forth on the bond schedule attached hereto.

**PASSED AND ADOPTED** by the Village Board of Trustees of the Village of Johnson Creek, Jefferson County, Wisconsin, this 23<sup>rd</sup> day of September, 2013.

VILLAGE OF JOHNSON CREEK

BY: \_\_\_\_\_  
Greg Schopp, Village President

ATTEST:

\_\_\_\_\_  
Joan Dykstra, Clerk-Treasurer

VILLAGE OF JOHNSON CREEK ORDINANCE BOND SCHEDULE

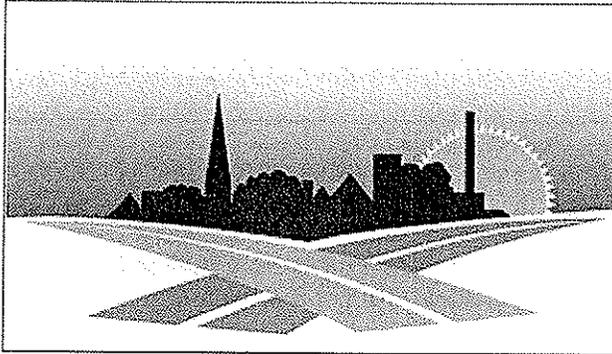
ORDINANCE	STATE STATUES	VIOLATION	BOND AMOUNT	FINE
83-1	944.21(3)(b)	Nude dancing in license establishment	\$ 300.00	\$ 429.00
88-1	941.13	False alarm 1st offense add \$50 bond each	\$ 50.00	\$ 114.00
96-(C)		Animals Public Nuisance	\$ 25.00	\$ 82.50
96-15		Keeping of Animals and Fowl (1st offense)	\$ 30.00	\$ 88.80
96-15		Keeping of Animals and Fowl (2nd offense)	\$ 50.00	\$ 114.00
96-4	174.05	Failure to register pet.	\$ 10.00	\$ 63.60
96-4(B)	174.042	Pets running at large (1st offense)	\$ 25.00	\$ 82.50
96-4(B)	174.042	Pets running at large (2nd offense)	\$ 50.00	\$ 114.00
96-4(D)	174.065	Removing animal waste	\$ 25.00	\$ 82.50
103-8		Bicycles	\$ 25.00	\$ 82.50
122-5	938.17	Poss of tobacco products on school grounds	\$ 50.00	\$ 114.00
122-6	254.92	Purchase or poss of tobacco products by a minor	\$ 50.00	\$ 114.00
122-6	254.92	Purchase or poss of tobacco products (2nd)	\$ 100.00	\$ 177.00
134-9	941.1	Open burning (1st offense)	\$ 30.00	\$ 88.80
134-9	941.1	Open burning (2nd offense)		\$ 1,114.00
138-1-6	167.1	Fireworks	\$ 50.00	\$ 114.00
150-11	125.11	Consumption/poss on Public Property	\$ 25.00	\$ 82.50
150-8(A)	125.07(1)	Sale of intoxicating liquor to a minor	\$ 250.00	\$ 366.00
150-8(B)2	125.07(4)(b)	Poss of intoxicating liquor by a minor	\$ 100.00	\$ 177.00
150-8(B)2	125.07(4)(b)	Poss of intoxicating liquor by a minor (2nd offense)	\$ 200.00	\$ 303.00
150-8(B)2	125.07(4)(b)	Poss of intoxicating liquor by a minor 17-20	\$ 100.00	\$ 177.00
150-8(B)2	125.07(4)(b)	Poss of intox liquor by minor 17-20 (2nd offense)	\$ 200.00	\$ 303.00
150-8(B)4	125.085(3)(a)1	Minor falsely representing his/her age	\$ 100.00	\$ 177.00
162-12(A)B	938.17(2)(a)2b	Truancy (compulsory school attendance)	\$ 100.00	\$ 177.00
162-15(A)	948.45	Contributing to truancy (1st offense)	\$ 50.00	\$ 114.00
162-15(A)	948.45	Contributing to truancy (2nd offense)	\$ 100.00	\$ 177.00
162-4		Curfew (1st warning)		
162-5(B)		Curfew (2nd offense)	\$ 10.00	\$ 63.60
162-8	938.17(2)(a)2b	Truancy (1st offense)	\$ 50.00	\$ 114.00
162-8	938.17(2)(a)2b	Truancy (2nd offense)	\$ 100.00	\$ 177.00
173-5(A)		Noise (loud and unnecessary)	\$ 100.00	\$ 177.00
177-5(H)		Loud and unnecessary involving motor vehicle	\$ 30.00	\$ 88.80
177-9		Nuisances (1st offense)	\$ 30.00	\$ 88.80
177-9		Nuisances (2nd and subsequent offenses)		
184-1(B)1		Park littering	\$ 50.00	\$ 114.00
184-1(B)11		Park-snowmobiles	\$ 10.00	\$ 63.60
184-1(B)13		Park-glass bottles	\$ 10.00	\$ 63.60
184-1(B)16		Park-horse and/or carriages	\$ 10.00	\$ 63.60
184-1(B)18		Park-golfing	\$ 10.00	\$ 63.60
184-1(B)3		Park-pets	\$ 10.00	\$ 63.60
184-1(B)6		Removal of park equipment	\$ 10.00	\$ 63.60
184-1B10-15		Vehicles/reckless driving in parks	\$ 10.00	\$ 63.60
184-1B7-19		Park trapping/hunting	\$ 10.00	\$ 63.60
184-4(a-c)		Park hours	\$ 10.00	\$ 63.60
184-6		Park boating	\$ 50.00	\$ 114.00
184-7(A)		Park ponds-fishing	\$ 10.00	\$ 63.60
184--7(B)		Park ponds-swimming	\$ 10.00	\$ 63.60
189-1	941.24	Possession of switchblade, knife	\$ 150.00	\$ 240.00
189-1	943.11	Entry into locked vehicle	\$ 250.00	\$ 366.00
189-1	943.125	Entry into locked coin box	\$ 250.00	\$ 366.00
189-1	943.13	Trespass to land	\$ 150.00	\$ 240.00
189-1	943.14	Trespass to dwellings	\$ 150.00	\$ 240.00
189-1	943.2	Theft all other	\$ 250.00	\$ 366.00
189-1	944.17	Sexual gratification	\$ 250.00	\$ 366.00
189-1	944.21	Obscene material or performance	\$ 250.00	\$ 366.00

ORDINANCE	STATE STATUTES	VIOLATION	BOND AMOUNT	FINE
189-1	945.02	Gambling	\$ 90.00	\$ 164.40
189-1	946.41	Resisting or obstructing officer	\$ 250.00	\$ 366.00
189-1	946.69	Falsely assuming to act as public officer	\$ 90.00	\$ 164.40
189-1	946.7	Impersonating peace officer	\$ 90.00	\$ 164.40
189-1	947.01	Disorderly conduct	\$175-200	\$271.50-303.00
189-1	947.012	Unlawful use of telephone	\$ 50-100	\$ 114-177
189-1	947.0125	Unlawful use of Computerized Comm. System	\$ 50-100	\$ 114-177
189-1	947.013	Harassment	\$ 90.00	\$ 164.40
189-1	948.1	Exposing a sex organ	\$ 250.00	\$ 366.00
189-1	948.21	Neglecting a child	\$ 250.00	\$ 366.00
189-1	948.4	Contributing to the delinquency of a child	\$ 250.00	\$ 366.00
189-1	951.02	Mistreating animals	\$ 90.00	\$ 164.40
189-1	951.03	Dognapping or catnapping	\$ 90.00	\$ 164.40
189-1	951.09	Shooting at caged or staked animals	\$ 90.00	\$ 164.40
189-1	951.13	Providing proper food drink confined animals	\$ 90.00	\$ 164.40
189-1	951.14	Providing proper shelter	\$ 90.00	\$ 164.40
189-1	951.15	Abandoning animals	\$ 90.00	\$ 164.40
189-1	961.573	Possession of Drug Paraphernalia	\$ 250.00	\$ 366.00
189-1	940.19(1)	Battery	\$ 250.00	\$ 366.00
189-1	941.20(1)	Reckless use of weapon	\$ 250.00	\$ 366.00
189-1	943.34(1)(a)	Receiving stolen property	\$ 250.00	\$ 366.00
189-1	943.50(1m)(b)	Retail theft	\$ 250.00	\$ 366.00
189-1	946.72(2)	Tampering with public records and notices	\$ 90.00	\$ 164.40
189-1	948.11(1)(b)	Exposing a child to harmful material	\$ 90.00	\$ 164.40
189-1	948.61(2)(a)	Dangerous weapons on school premises	\$ 260.00	\$ 366.00
189-3	944.2	Lewd and lascivious behavior	\$ 250.00	\$ 366.00
189-3	944.23	lewd, obscene or indecent drawings	\$ 250.00	\$ 366.00
189-4(A)	943.01(1)	Criminal damage to property	\$ 250.00	\$ 366.00
189-5(C)	943.01(1)	Graffiti	\$ 90.00	\$ 164.40
189-6	943.61(5)(A)	Theft of library materials	\$ 90.00	\$ 164.40
189-7	943.24	Issuance of worthless check (1st offense)	\$ 200.00	\$ 303.00
189-7		Issuance of worthless check (2nd offense)	\$ 300.00	\$ 429.00
189-8	947.02	Loitering/Vagrancy	\$ 100.00	\$ 177.00
193-8		Peddler, canvassers and transient merchants	\$ 50.00	\$ 114.00
198-2(a)2	941.23	Carrying concealed weapon	\$ 90.00	\$ 164.40
205-7(E)		Collection of Recycle Material 1st	\$ 30.00	\$ 88.80
205-8J		Unauthorized dumping at compost site		\$ 555.00
205-9		Waste from outside the village	\$ 10.00	\$ 63.60
221-3(d)1		Emergency snow parking	\$40.00	\$80.00
221-3		No parking on left side of street (1st offense)	\$ 30.00	\$ 88.80
221-3		No parking on left side of street (2nd offense)		
221-4		Failure to file accident report (1st offense)	\$ 30.00	\$ 88.80
221-4		Failure to file accident report (2nd offense)		
221-5	175.25	Storage of junk vehicles (1st offense)	\$ 25.00	\$ 82.50
221-5		Storage of junk vehicles (2nd offense)		
221-5		Abandoned vehicles (1st offense)	\$ 30.00	\$ 88.80
221-5		Abandoned vehicles (2nd offense)		
221-6B		Designated snowmobile trails (1st offense)	\$ 25.00	\$ 82.50
221-6B		Designated snowmobile trails (2nd offense)	\$ 50.00	\$ 114.00
221-6C(2)		Snowmobile hours of operation (1st offense)	\$ 25.00	\$ 82.50
221-6C(2)		Snowmobile hours of operation (2nd offense)	\$ 50.00	\$ 114.00
221-6C(3)		Unattended snowmobile (1st offense)	\$ 25.00	\$ 82.50
221-6C(3)		Unattended snowmobile (2nd offense)	\$ 50.00	\$ 114.00
221-6C(4)		No snowmobile operating on sidewalks (1st offense)	\$ 25.00	\$ 82.50
221-6C(4)		No snowmobile operating on sidewalks (2nd offense)		
221-7C		Unauthorized removal or defacing of signs	\$ 30.00	\$ 88.80

ORDINANCE	STATE STATUES	VIOLATION	BOND AMOUNT	FINE
221-8D		No truck routes	\$ 30.00	\$ 88.80
228-45		Un authorized use of water from a hydrant	\$ 10.00	\$ 63.60
228-56G (1)		Improper disposal of holding tank	\$ 10.00	\$ 63.60

# Village of Johnson Creek

Crossroads With A Future



## RESOLUTION 83-13

APPROVAL  
AMY HUDSON – VET CLINIC  
DEVELOPMENT AGREEMENT

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Village Board 9-23-13

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Requested by: Amy Hudson

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Introduced by: Village President Greg Schopp

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RESOLUTION 83-13

---

**APPROVAL  
AMY HUDSON – VET CLINIC  
DEVELOPMENT AGREEMENT**

---

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

**WHEREAS**, the Village entered into a Terms Agreement with Amy Hudson for the construction of a small animal veterinary clinic on a subdivided lot of Lot 8 of the Johnson Creek Wright Road Plat, and

**WHEREAS**, in accordance with the Terms Agreement, a development agreement is necessary because the Village is using TID 2 funding to incent the construction of the building, and

**WHEREAS**, the final site plan has been reviewed by the Village Planner, Village Engineer and approved by the Plan Commission and Village Board and will be attached to the development agreement as Exhibit A, and

**NOW THEREFORE BE IT RESOLVED**, that the Village Board approves the Development Agreement with Amy Hudson., individually, to construct a proposed 2,100 square foot commercial building in Planned Industrial zoning on a subdivided parcel of Lot 8 of the Johnson Creek Wright Road Plat, and

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

**PASSED AND ADOPTED** by the Village Board of Trustees this 23rd day of September 2013.

Attest:

\_\_\_\_\_  
Greg Schopp, Village President

\_\_\_\_\_  
Joan Dykstra Clerk-Treasurer

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_ day of September, 2013, by and between DVM Amy Hudson, (herein the "Developer"), and the Village of Johnson Creek, a Wisconsin municipal corporation (herein the "Village").

**WITNESSETH:**

WHEREAS, Developer has agreed to purchase from the Village, Lot 1 of a subdivision of Lot 8 of the Johnson Creek Wright Road Plat, which parcel is to be created by a certified survey map and is referred to herein as the "Property" attached as Exhibit A; and

WHEREAS, Developer has proposed to improve the Property by constructing a commercial building consisting of 2,100 square feet, more or less, for the purpose of operating a veterinary clinic; and

WHEREAS, the Developer has submitted to the Village, and the Village has approved a site plan, plan of operation, lighting plan, landscaping and erosion control plans, and storm water management plans (herein collectively the "Plans") attached as Exhibit B; and

WHEREAS, the Developer and the Village desire to enter into this Agreement relating to the development of the Property in accordance with the plans;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by and between the Developer and the Village as follows:

**I. CONSTRUCTION OF BUILDING AND IMPROVEMENTS**

That the Developer shall undertake and complete construction of the building and install all improvements on the Property in strict conformance with the Plans referenced herein. Construction of all building and improvements shall be completed by December 31, 2014. Tim is of the essence with respect to this obligation. No deviation or modification of the Plan shall be permitted without express approval of the Village Board, and Village Plan Commission.

Upon execution of this Agreement, the Village shall undertake all steps necessary to approve a certified survey map creating the parcel of land described herein, and upon approval of the certified survey map, the Developer shall enter into such contracts and Agreements with third parties as may be required to complete construction of the building and improvements as provided under the terms of this Agreement.

**II. INCENTIVES**

The Property is located in Tax Incremental Finance District No 2. The Village agrees to provide the Developer with financial incentives in the form of a cash grant to be paid

from tax incremental funds received by the Village to be determined in accordance with the following formula:

1. The parties agree that the value of the property as of the execution of this Agreement is \$30,633.

2. The cash grant which the Village agrees to pay to the Developer shall be determined by multiplying \$.060894 by an amount determined by deducting the assessed value of the real estate as is determined by the Village real estate assessment roll as of January 1, 2015.

The cash grant as determined in accordance with the above formula shall be paid to the Developer in two equal installments, with the first installment being paid on or before September 1, 2014, and the second installment being paid on or before September 1, 2015.

Notwithstanding anything contained herein to the contrary, the obligation of the Village to pay the Developer the cash grant shall be contingent and conditioned upon:

1. The Developer having substantially completed construction of the building and improvements by December 31, 2014; and

2. That the Developer has timely paid all real estate tax obligations, special assessment or other financial obligations due the Village.

In the event the Developer, or any successor in interest applies for and accepts a real estate tax exemption during the period of time described in section IV of this Agreement, all cash grants together with interest from the date of payment calculated at the rate of ten (10%) percent per annum, shall be due and payable to the Village upon acceptance of the real estate tax exemption.

**III. UTILITIES**

The Village agrees to provide sewer and water laterals to the property line at no cost. Developer shall be responsible for any cost(s) of connecting the sewer and water laterals from property line to any improvements.

**IV. FEES**

1. The Developer has previously executed a reimbursable fee Agreement with the Village, under the terms of which the Developer has agreed to reimburse to the Village all professional fees and related expenses incurred as a result of the submittal, review and approval of the Plans referenced herein.

2. The impact fees in the amount of \$1,152.00 are due the Village under the terms of the municipal code. The Village, by execution of this Agreement, waives payment of all impact fees that would otherwise be due from the Developer under the terms of the municipal code.

## **V. WAIVER OF REAL ESTATE TAX EXEMPTION RIGHTS**

The Developer agrees that for a period of twenty (20) years beginning with the execution and approval of this Agreement, the Developer shall not apply for nor accept the benefit of a real estate tax exemption available in accordance with the provisions of Wis. Stat. § 70, and more particularly Wis. Stat. § 70.11, or any similar statutory provision which would have the effect of removing the Property from the real estate tax rolls.

The Developer agrees that in the event this provision of the Agreement is breached, the Village will sustain continuing and irreparable damages in that the Village will have lost tax revenue necessary to satisfy various Village obligations, including indebtedness incurred as a result of improvements constructed by the Village within Tax Incremental Finance District No. 2. Accordingly, the Developer agrees that the Village shall be entitled to liquidated damages in the event the Developer, or the Developer's heirs, successor or assigns, obtains a real estate tax exemption in violation of the terms of this Agreement. The Developer, for the Developer, its heirs, successors and assigns, agrees that a court of competent jurisdiction can, and shall, impose liquidated damages against the Developer or the Developer's heirs, successors or assigns, in an amount equal to the real estate taxes which the Developer would have been paid had the Property remained on the Village tax roll. Such damages shall be paid annually on or before January 31<sup>st</sup> of each year, and if not paid, the damages together with interest accruing at the rate of 12% per annum, shall be placed on the tax roll and collected with all other real estate taxes owed to the Village or any other taxing authority.

## **VI. MISCELLANEOUS**

### **A. Assignment.**

Developer may, upon written notice to the Village and with approval from the Village, assign this Agreement and all rights and obligations of Developer to any third party. Such assignment shall not, unless expressly agreed to by the Village, release the Developer of Developer's obligations hereunder.

### **B. Incorporation by Reference.**

All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

### **C. Entire Agreement.**

This document and all other documents and Agreements expressly referred to herein contain the entire Agreement between Developer and the Village with respect to the matters set forth herein.

### **D. Amendments.**

The Village and the Developer may only amend or modify this Agreement by written Agreement duly authorized and signed by the Village and Developer.

**E. Situs.**

Any dispute regarding the enforcement of this Agreement shall be resolved by the Circuit Court of Jefferson County, Wisconsin. In the event the Village initiates any action or proceeding to enforce the terms of this agreement, or to secure any relief afforded the Village as a result of the Developer's obligations under the terms of this Agreement, and in the further event that the Village obtains any affirmative relief as a result of that litigation, the Developer shall reimburse the Village with all costs, expenses, including reasonable attorney's fees, incurred by the Village arising out of or relating to that litigation.

**F. Binding Effect.**

This Agreement shall be binding upon the Developer, as well as the Developer's heirs, successors and assigns, and shall be recorded in the office of the Register of Deeds for Jefferson County, Wisconsin.

Dated this \_\_\_\_ day of September, 2013.

**DEVELOPER:**  
**DVM, Amy Hudson**

By: \_\_\_\_\_  
Amy Hudson

STATE OF WISCONSIN    )  
                                  ) ss.  
COUNTY OF JEFFERSON )

Personally came before me this \_\_\_\_ day of September, 2013, the above-named Amy Hudson, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public  
Jefferson County, Wisconsin  
My Commission Expires: \_\_\_\_\_

VILLAGE OF JOHNSON CREEK

By: \_\_\_\_\_  
Greg Schopp, President

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF JEFFERSON )

Personally came before me this \_\_\_\_\_ day of September, 2013 the above-named Greg Schopp, to me known to be the President of the Village of Johnson Creek, Wisconsin, who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public  
Jefferson County, Wisconsin  
My Commission Expires: \_\_\_\_\_

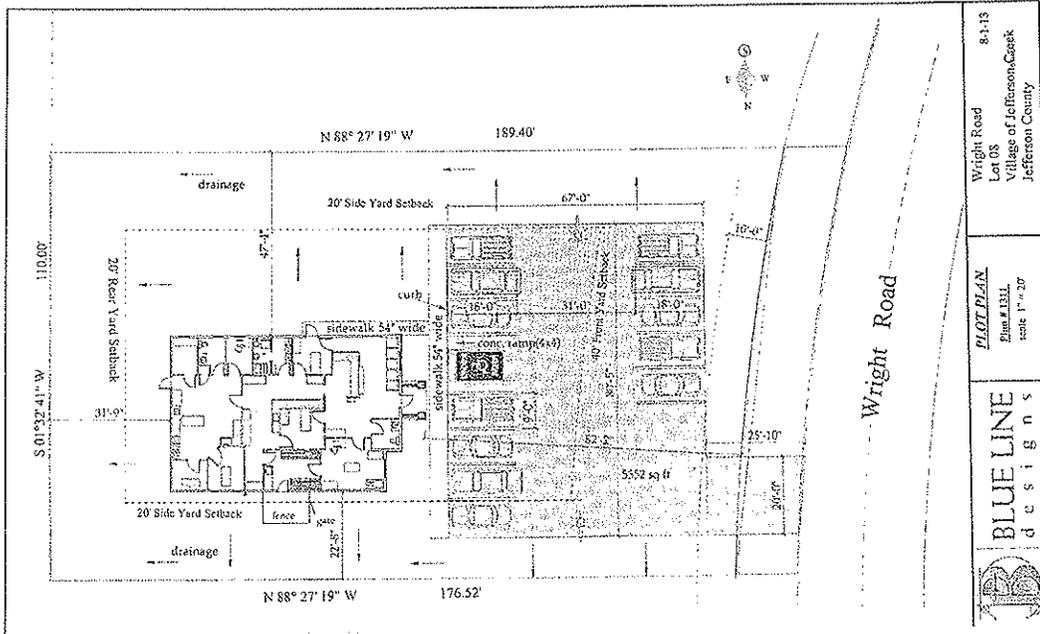
**ATTEST:**

By: \_\_\_\_\_  
Joan Dykstra, Village Clerk/Treasurer





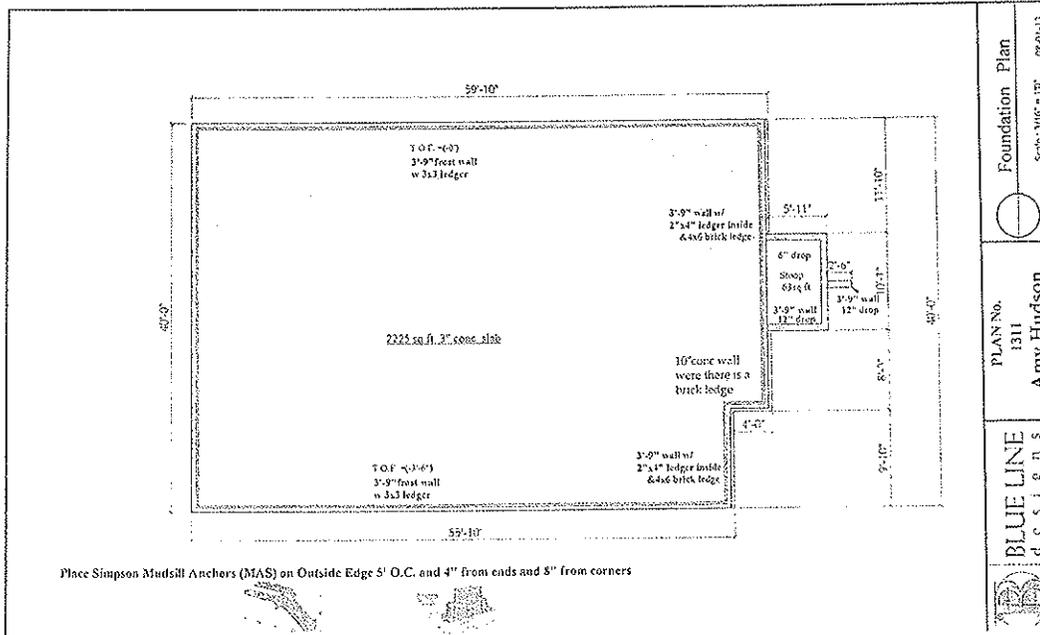
EXHIBIT B



Wright Road 8-1-13  
 Lot 08  
 Village of Jeffersons, Capek  
 Jefferson County

Plot Plan  
 2004-1331  
 Issue 1" = 20'

BLUE LINE  
 d e s i g n s

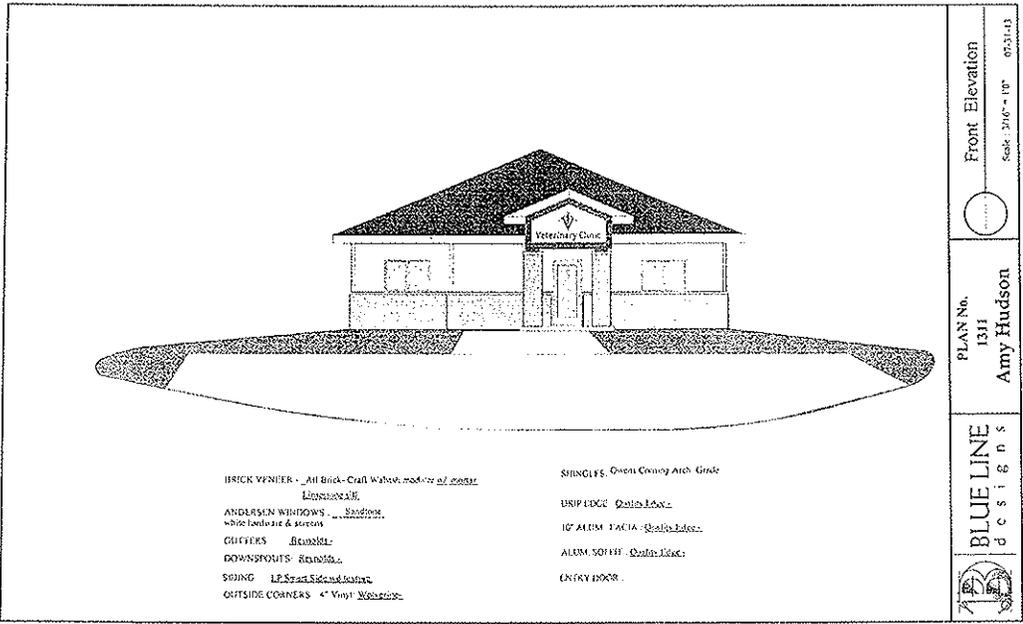


Foundation Plan  
 Scale: 3/16" = 1'-0" 08-01-13

PLAN No.  
 1311  
 Amy Hudson

BLUE LINE  
 d e s i g n s

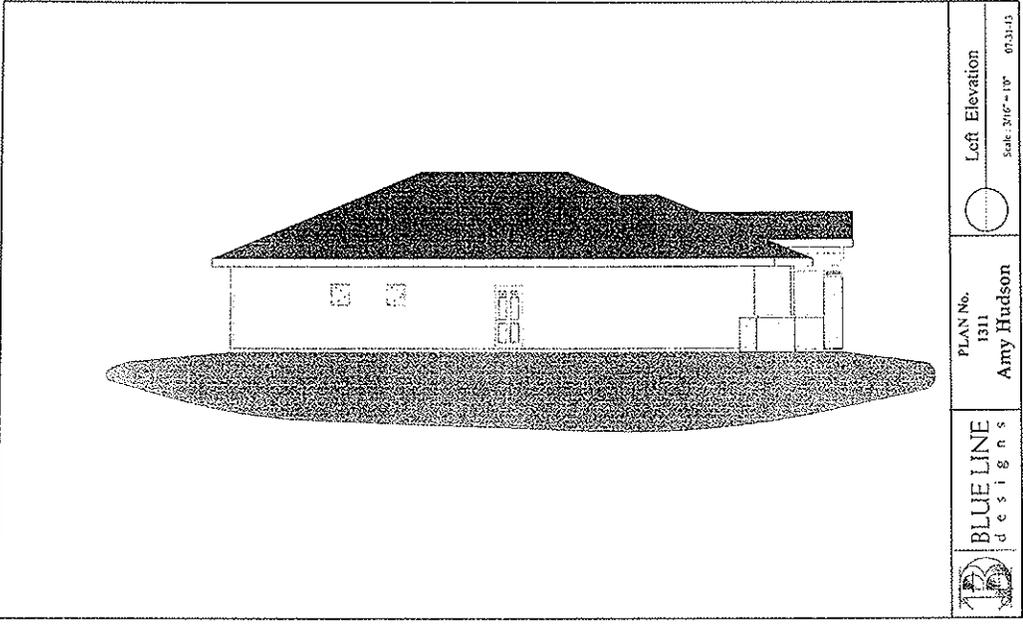
Place Simpson Mudsill Anchors (MAS) on Outside Edge 5' O.C. and 4" from ends and 8" from corners



Front Elevation  
 Scale: 3/16" = 1'-0"  
 07-31-13

PLAN No.  
 1311  
 Amy Hudson

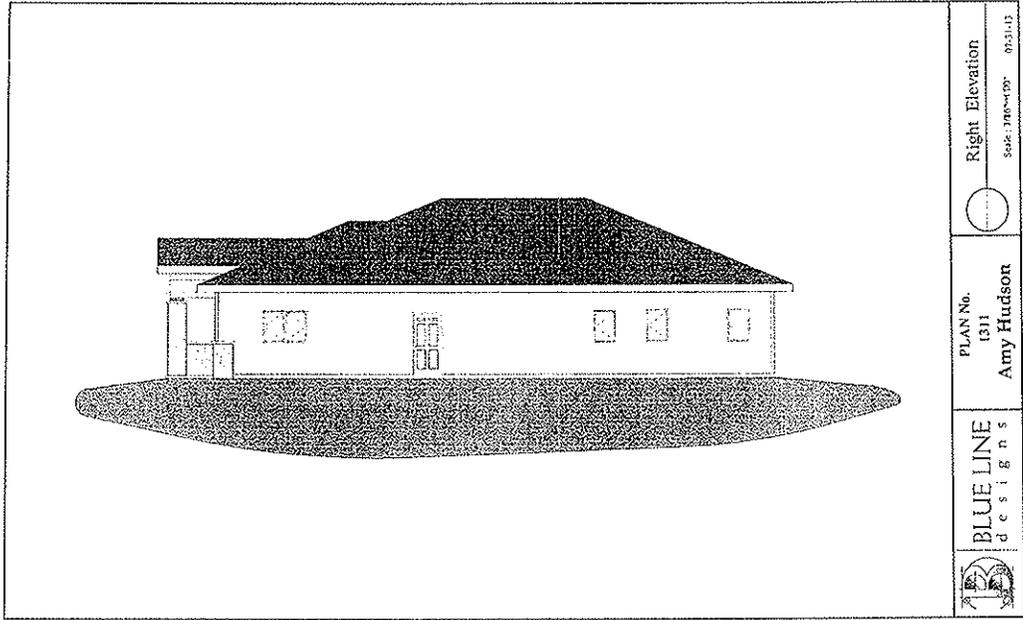
BLUE LINE  
 d e s i g n s



Left Elevation  
 Scale: 3/16" = 1'-0"  
 07-31-13

PLAN No.  
 1311  
 Amy Hudson

BLUE LINE  
 d e s i g n s

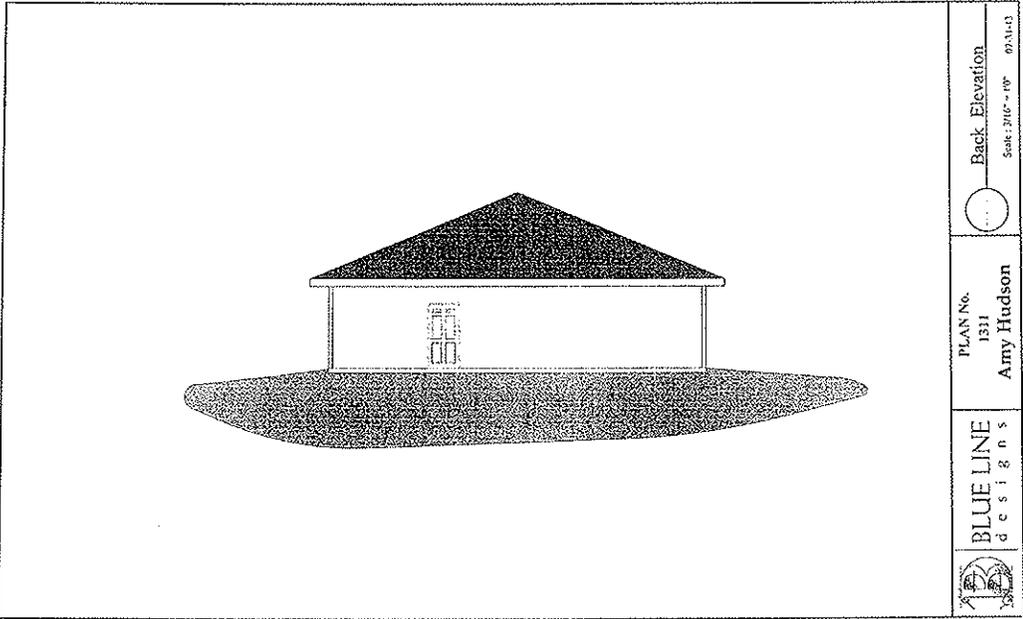


Right Elevation  
Scale: 3/8" = 1'-0"



PLAN No.  
1311  
Amy Hudson

BLUE LINE  
d e s i g n s



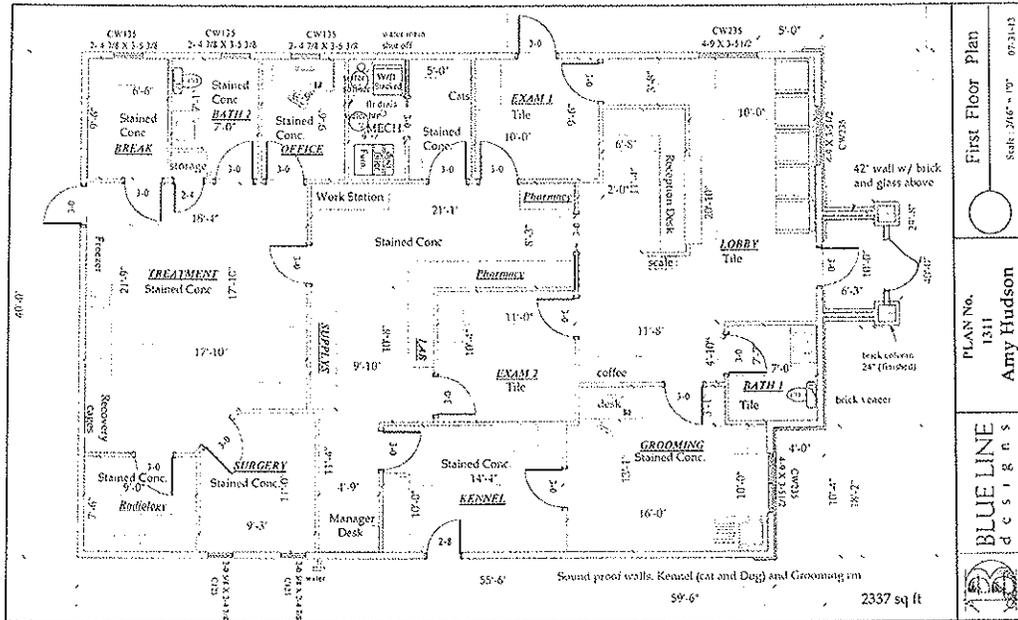
Back Elevation  
Scale: 3/8" = 1'-0"



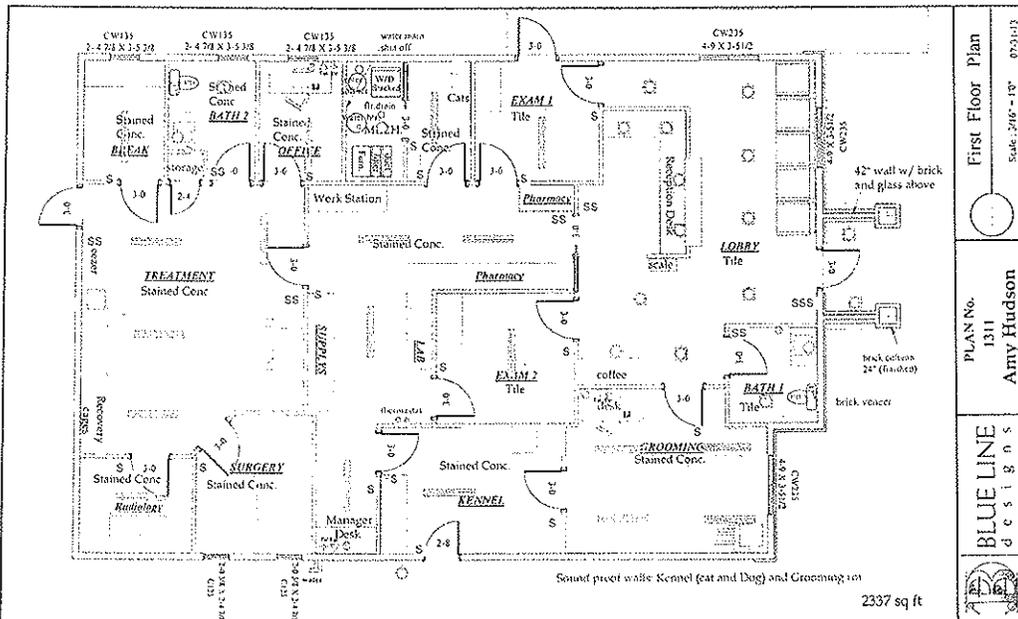
PLAN No.  
1311  
Amy Hudson

BLUE LINE  
d e s i g n s

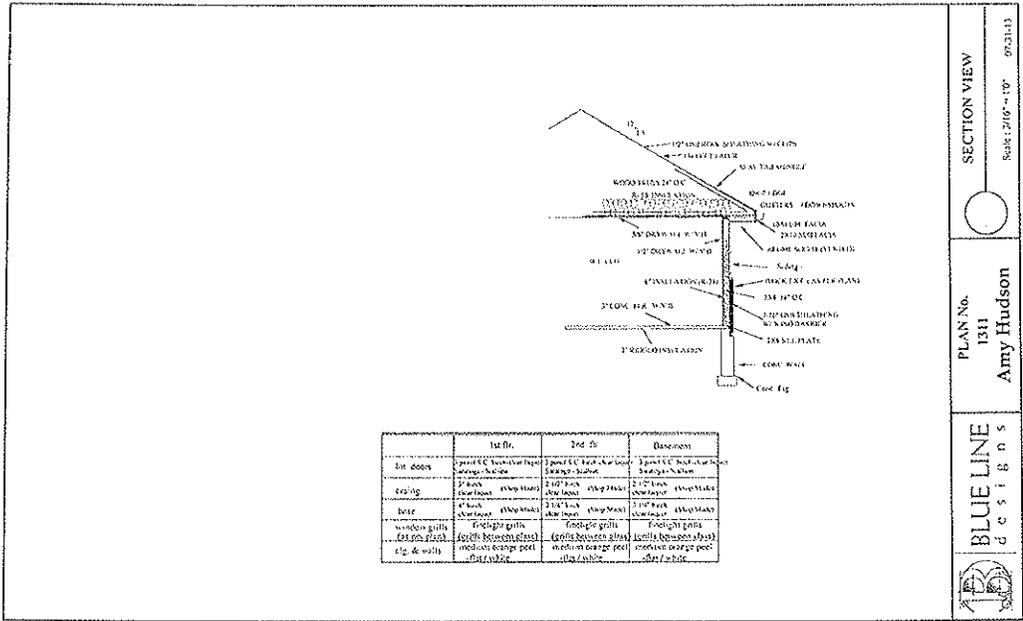




First Floor Plan  
 PLAN No. 1311  
 Amy Hudson  
 BLUE LINE  
 d e s i g n s  
 Scale: 1/8" = 1'-0"  
 07/21/13



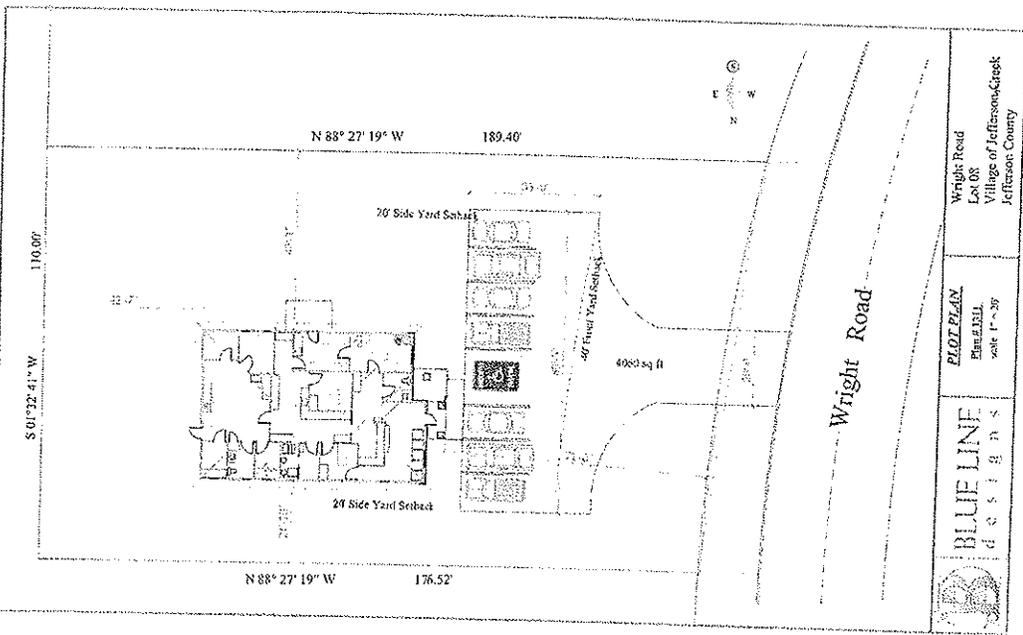
First Floor Plan  
 PLAN No. 1311  
 Amy Hudson  
 BLUE LINE  
 d e s i g n s  
 Scale: 1/8" = 1'-0"  
 07/21/13



SECTION VIEW  
Scale: 3/16" = 1'-0" 07/23/13

PLAN No. 1311  
Amy Hudson

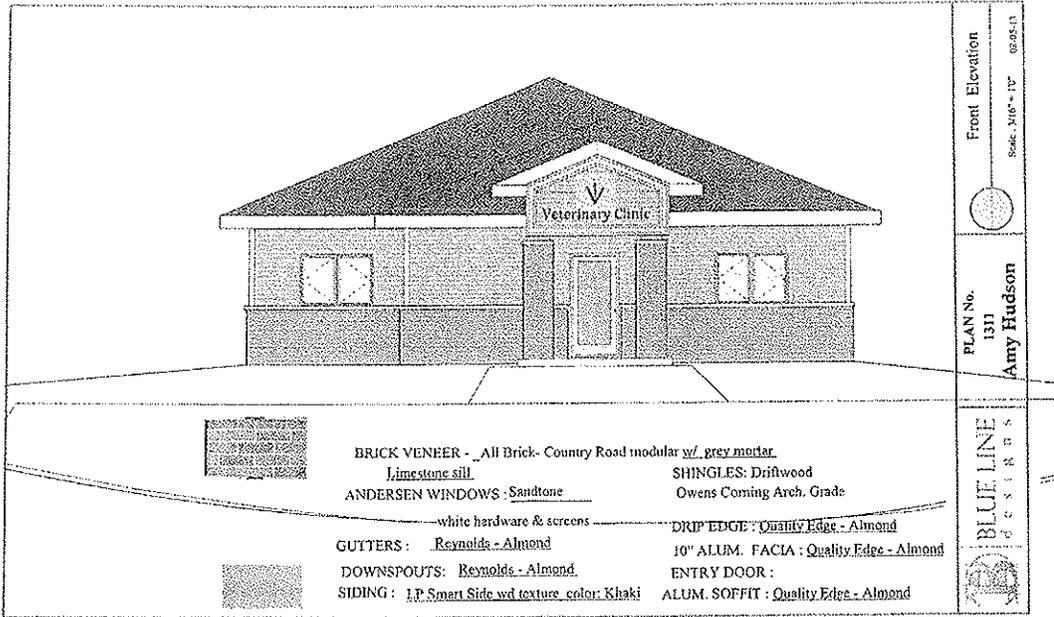
BLUE LINE  
d c s t b n s



Wright Road  
Lot 08  
Village of JeffersonsCreek  
Jefferson County

PLAT PLAN  
EMERLELL  
scale 1" = 20'

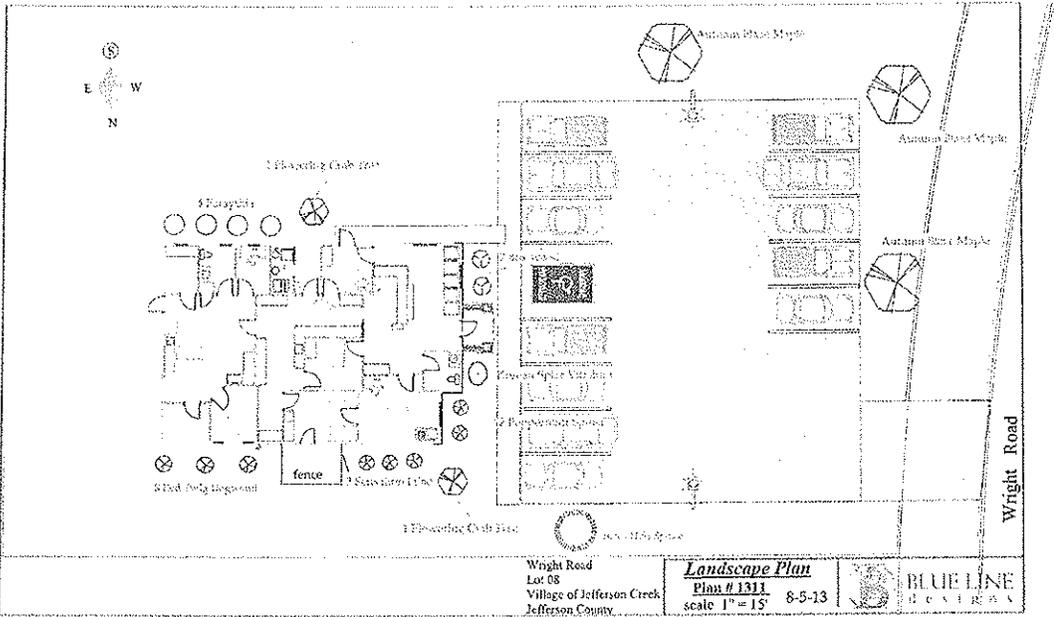
BLUE LINE  
d c s t b n s



BRICK VENEER - All Brick- Country Road modular w/ grey mortar  
 Limestone sill  
 ANDERSEN WINDOWS - Sandtone  
 white hardware & screens  
 GUTTERS: Reynolds - Almond  
 DOWNSPOUTS: Reynolds - Almond  
 SIDING: I.P. Smart Side w/d texture, color: Khaki

SHINGLES: Driftwood  
 Owens Corning Arch. Grade  
 DRIP EDGE: Quality Edge - Almond  
 10" ALUM. FACIA: Quality Edge - Almond  
 ENTRY DOOR:  
 ALUM. SOFFIT: Quality Edge - Almond

PLAN No. 1311  
 Amy Hudson  
 BLUE LINE  
 ARCHITECTS



Wright Road  
 Lot 08  
 Village of Jefferson Creek  
 Jefferson County

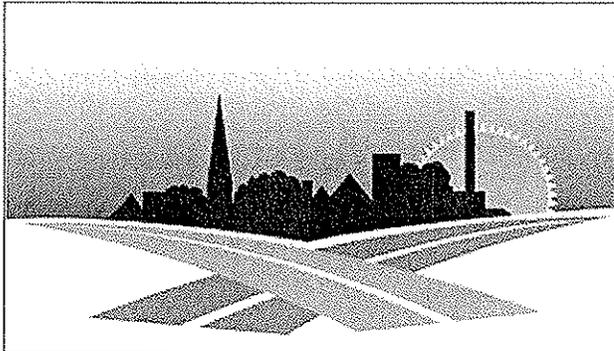
**Landscape Plan**  
 Plan # 1311  
 scale 1" = 15'

8-5-13  
 BLUE LINE  
 ARCHITECTS

# Village of Johnson Creek

Crossroads With A Future

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## RESOLUTION 84-13

APPROVAL  
SALE OF LOT 1 OF CSM OF LOT 8  
JOHNSON CREEK WRIGHT ROAD PLAT  
AMY HUDSON

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Village Board 9-23-13

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Requested by: Amy Hudson

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Introduced by: Village President Greg Schopp

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RESOLUTION 84-13

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APPROVAL  
SALE OF LOT 1 OF CSM OF LOT 8  
JOHNSON CREEK WRIGHT ROAD PLAT  
AMY HUDSON

---

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

**WHEREAS**, the Village entered into a Development Agreement with Amy Hudson for the construction of a small animal veterinary clinic on a subdivided lot of Lot 8 of the Johnson Creek Wright Road Plat, and

**WHEREAS**, in accordance with the Development Agreement, the Village has agreed to sell Lot 1 of CSM of Lot 8 of the Johnson Creek Wright Road Plat to Amy Hudson, and

**NOW THEREFORE BE IT RESOLVED**, that the Village Board approves the sale of Lot 1 of CSM of Lot 8 of the Johnson Creek Wright Road Plat to Amy Hudson subject to the terms and conditions of the development agreement signed by Amy Hudson and the Village retains the right to purchase the property for the same amount should the development not occur with 48 months subject to a sale agreement approved by the Village Attorney, and

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

**PASSED AND ADOPTED** by the Village Board of Trustees this 23rd day of September 2013.

Attest:

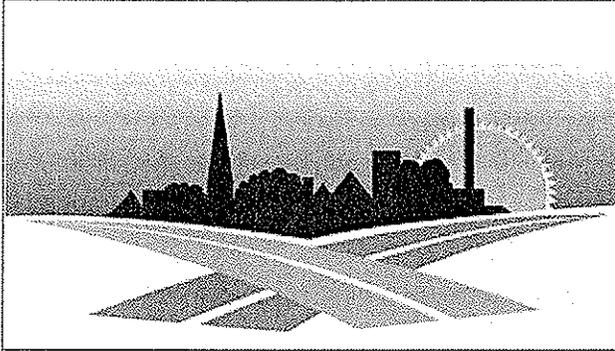
\_\_\_\_\_  
Greg Schopp, Village President

\_\_\_\_\_  
Joan Dykstra Clerk-Treasurer

# Village of Johnson Creek

Crossroads With A Future

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## RESOLUTION 85-13

### TRANSFER OF IMPACT FEES FOR GENERAL OBLIGATION DEBT SERVICE

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Village Board 09-23-13

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Requested by: Joan Dykstra, Clerk/Treasurer

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Introduced by: Village Trustee David Blend

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**RESOLUTION 85-13**

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**TRANSFER OF IMPACT FEES FOR GENERAL OBLIGATION DEBT SERVICE**

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

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

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

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

**THEREFORE, BE IT RESOLVED**, the Board of Trustees of the Village of Johnson Creek approves the transfer of \$4,840.00 from the Parks and Recreation Impact Fee account to the General Fund for the interest payment on the \$1,165,000 refinancing of the \$1,925,000 borrowing as related to Park Improvements in the Impact Fee Analyses, and

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

**PASSED AND ADOPTED** by the Village Board of the Village of Johnson Creek, Jefferson County, Wisconsin this 23<sup>rd</sup> day of September, 2013.

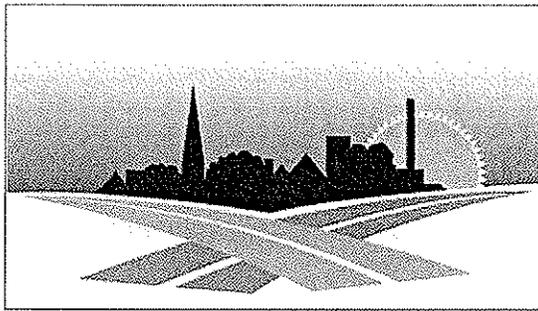
\_\_\_\_\_  
Greg Schopp, Village President

ATTEST:

\_\_\_\_\_  
Joan Dykstra, Clerk - Treasurer

# Village of Johnson Creek

Crossroads With A Future



## RESOLUTION 87-13

### DISPOSAL OF SURPLUS PROPERTY FIRE DEPARTMENT

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Village Board 9-23-13

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Requested by: Chief Jim Wolf

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Introduced by: Village President Greg Schopp

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RESOLUTION 87-13

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DISPOSAL OF SURPLUS PROPERTY  
FIRE DEPARTMENT

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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**, the fire department has identified property which no longer serves any useful purpose, and

**WHEREAS**, the fire department is requesting to dispose of 20 pairs of used firefighter turn-out gear, including jacket, pants and boots, and

**WHEREAS**, the fire department is requesting to donate this used turn-out gear to Hearts in Motion for shipment to Guatemalan fire departments, and

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Village of Johnson Creek approve the disposal of 20 pairs of used turn-out gear to Hearts in Motion, and

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

**PASSED AND ADOPTED** by the Village Board of Trustees this 23<sup>rd</sup> day of September, 2013

---

Greg Schopp, Village President

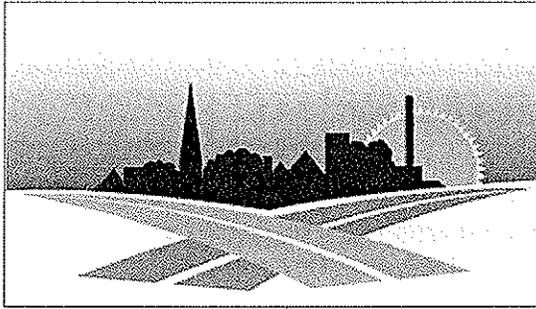
ATTEST:

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Joan Dykstra, Clerk – Treasurer

# Village of Johnson Creek

Crossroads With A Future



## RESOLUTION 88-13

**BUDGET AMENDMENT  
AWARD BID - PLAYGROUND EQUIPMENT  
FIREMANS PARK**

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Village Board 9-23-13

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Requested by: Improvement and Services Committee

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Introduced by: Village Trustee Tim Semo

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RESOLUTION 88-13

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BUDGET AMENDMENT  
AWARD BID - PLAYGROUND EQUIPMENT  
FIREMANS PARK

---

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

**WHEREAS**, the Village Board approved the purchase of playground equipment for Firemans Park within the 2013 budget, and

**WHEREAS**, the Improvement and Services Committee reviewed the playground layout and recommended the request for bid of playground equipment, and

**WHEREAS**, two bids were received for the placement of a 96" slide, a 3 ½" heavy duty double swing and a climber as follows:

Lee Recreation, LLC	\$24,000
Minnesota/Wisconsin Playground Equipment	\$24,388, and

**WHEREAS**, both bids provide installation other than site preparation for a location West of the Community Center and North of the sidewalk, and

**WHEREAS**, both received bids were under the approved budgeted amount of \$25,000, and

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Village of Johnson Creek hereby approve the bid of Lee Recreation, LLC in the amount of \$24,000 and hereby amend the 2013 budget to expenditure 1-111.110 Run For the Park – Firemans Park Playground Equipment Restricted in the amount of \$7,181.06 and \$16,818.94 to 1.100.118 2006 \$2.4M GO Bonds, and

**BE IT FURTHER RESOLVED**, this budget amendment neither increases nor decreases the budget and that the Village Clerk/Treasurer and Administrator are authorized to effectuate such transaction.

**PASSED AND ADOPTED** by the Village Board of Trustees this 23<sup>rd</sup> day of September, 2013

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Greg Schopp, Village President

ATTEST:

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Joan Dykstra, Clerk – Treasurer



**QUOTATION**

DATE: Sept. 3, 2013  
 TO: Mark Johnsrud, Administrator  
 Village of Johnson Creek  
 125 Depot St.  
 Johnson Creek, WI 53038-0238  
 FROM: Megan Lee *Megan Lee*  
 RE: Fireman's Park Playground Quote - Option 2 - "Turn-Key"

**PLAYWORLD SYSTEMS:**

1-#ZZXX0465	PlayWeb™ Lite Web Climber – Freestanding	\$12,490.00
1-#SS	Slither Slide – 96" Deck Access	\$ 7,720.00
1-#HDSW	10' Heavy-Duty Swing Unit 1-Bay with 2-Belt Swing Seats	\$ 1,445.00
	Subtotal	\$21,655.00
	<i>Project Discount</i>	<i>(\$4,360.00)</i>
	105 yds <sup>3</sup> Engineered Wood Fiber Surfacing	\$ 2,205.00
	Complete Assembly/Installation	\$ 4,000.00
	Freight	\$ 500.00
	<b>TOTAL</b>	<b>\$24,000.00</b>

**NOTE:**

Turn-Key Installation by Lee Recreation, LLC. We will store the equipment in our secure Warehouse in Cambridge, WI until the day of the installation. Our private truckline will deliver The equipment direct to the park the day of the installation. No need for you to unload and store! Installation will start immediately. 1-2 day installation for assembly and placement of engineered wood fiber.

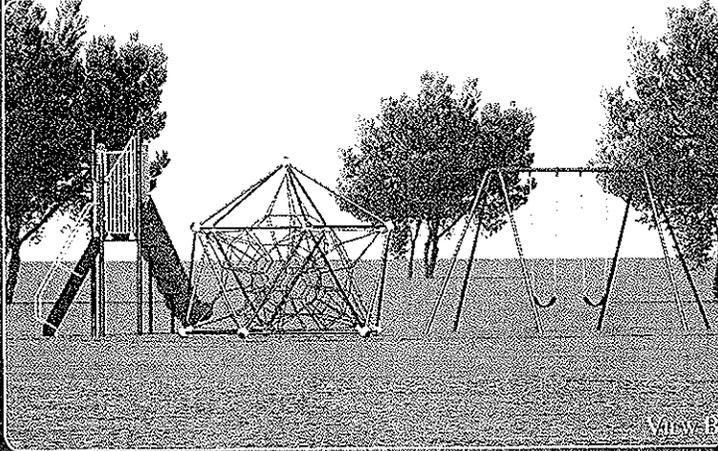
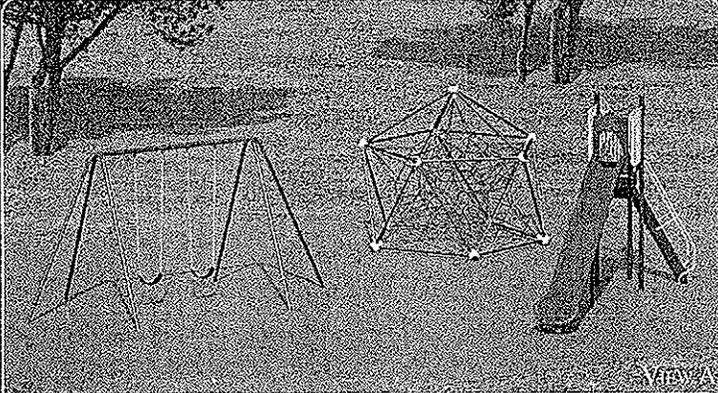
- TERMS: Net 30
- Site Preparation is the responsibility of the Village of Johnson Creek
- Lead-Time: 4 Weeks Upon Receipt of Order
- Quote effective Until: 1-31-14

809 Bluebird Pass • Cambridge, WI 53523  
 Phone: (800) 775-8937 • Fax: (608) 423-7655  
 E-mail: info@leerecreation.com • www.leerecreation.com

# FIREMANS PARK

JOHNSON CREEK, WI

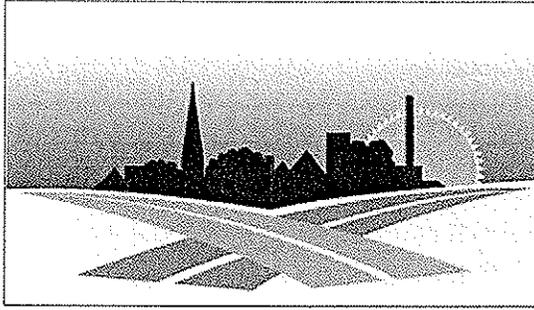
**ER**  
LEE  
RECREATION LLC  
2000 W. WISCONSIN ST.  
MILWAUKEE, WI 53227  
TEL: 414.224.1111  
WWW.ERLEE.COM



# Village of Johnson Creek

Crossroads With A Future

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**RESOLUTION 89-13**

**AWARD BID  
SCOREBOARD  
CENTENNIAL PARK**

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Village Board 9-23-13

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Requested by: Improvement and Services Committee

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Introduced by: Village Trustee Tim Semo

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RESOLUTION 89-13

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AWARD BID  
SCOREBOARD  
CENTENNIAL PARK

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

**WHEREAS**, the Village Board approved the purchase of scoreboard for Centennial Park as an amendment to the 2013 budget, and

**WHEREAS**, three bids were received for a 32 sq. ft. digital scoreboard with wireless remote control as follows:

Badger Sporting Goods	\$3,610
All-American Scoreboards	\$3,870

**WHEREAS**, all bids include freight to Johnson Creek with Department of Public Works installation, and

**WHEREAS**, electrical installation required for placement and is not a part of the bid, and

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Village of Johnson Creek hereby approve the bid of Badger Sporting Goods in the amount of \$3,610 for one (1) All-American 4' x 8' Scoreboard 8359 and 800RB Console Control with case and, and

**BE IT FURTHER RESOLVED**, the Village Board approves the purchase of an additional 800RB Console Control with case in the amount of \$600 and that the Village Clerk/Treasurer and Administrator are authorized to effectuate such transaction.

**PASSED AND ADOPTED** by the Village Board of Trustees this 23<sup>rd</sup> day of September, 2013

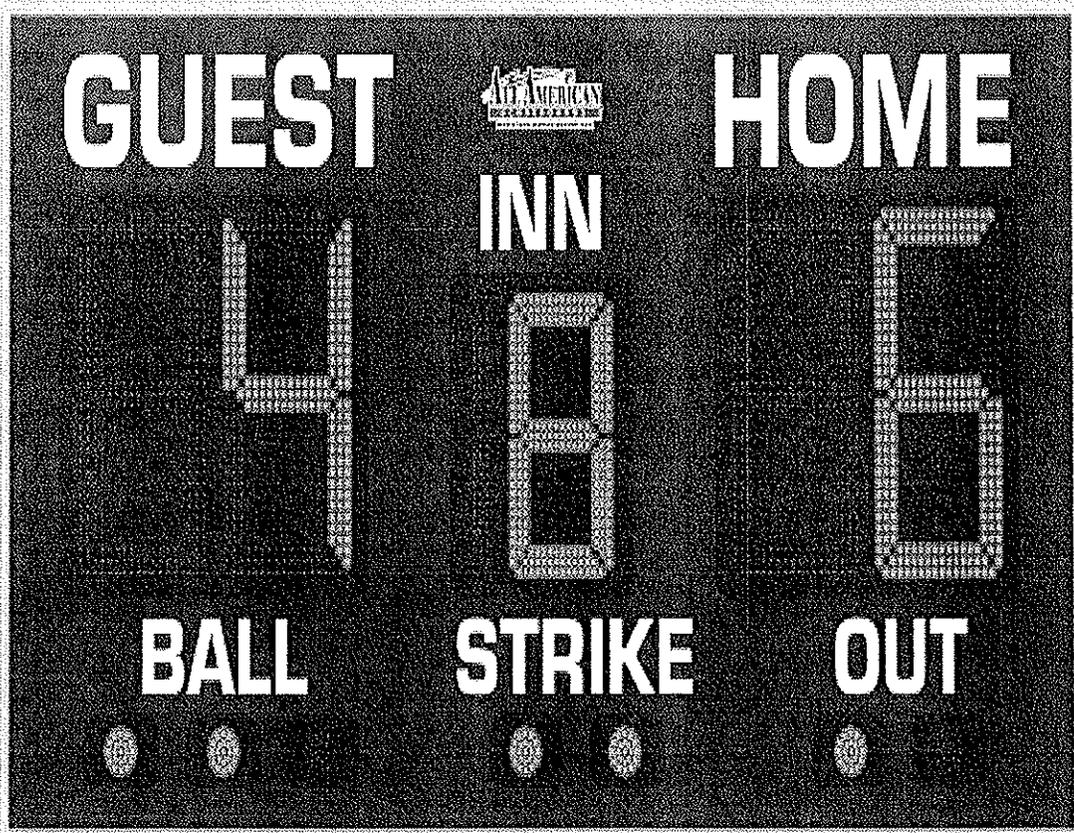
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Greg Schopp, Village President

ATTEST:

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Joan Dykstra, Clerk – Treasurer

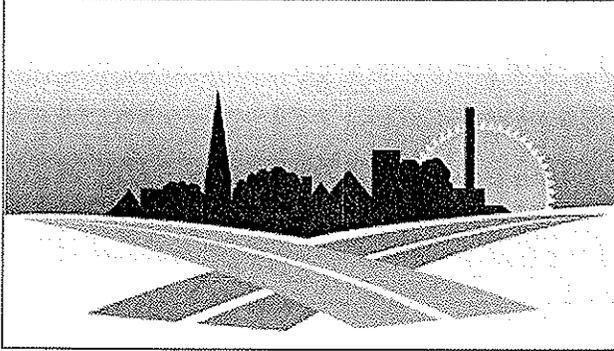




# Village of Johnson Creek

Crossroads With A Future

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## RESOLUTION 90-13

TEMPORARY USE PERMIT – NORTH WRIGHT ROAD  
KEARNS MOTOR CAR COMPANY

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Village Board – 9-23-13

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Requested by: Kearns Motor Car Company

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Introduced by: Village President Greg Schopp

---

RESOLUTION 90-13

TEMPORARY USE PERMIT - WRIGHT ROAD  
KEARNS MOTOR CAR COMPANY

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

**WHEREAS**, Kearns Motor Car Co., Inc., 1219 S. Main St., Jefferson, WI 53549, has requested a temporary use permit to use Wright Road from fifty feet North of the Kohl's property to the end of the cul de sac from October 1, 2013 to October 14, 2013 for a vehicle sales event, and

**WHEREAS**, Kearns Motor Car Co., Inc. is also leasing 807 Wright Road from Menard, Inc. for the event, and

**WHEREAS**, Kearns Motor Car Co., Inc., has offered to pay \$500 to a Village Parks Improvement Fund as consideration and use of Wright Road during this event, and

**NOW THEREFORE BE IT RESOLVED**, the Board of Trustees of the Village of Johnson Creek approve a temporary use permit to Kearns Motor Car Co. for use of Wright Road, and its ROW, from fifty feet North of parcel 141-0715-0744-002 to the end of the cul de sac subject to the following conditions;

- 1) Kearns, shall contribute \$500 to Village Parks Restricted Account 1-111.100, and
- 2) Kearns, shall remove all vehicles by midnight on October 14 , 2013, and
- 3) Temporary signage shall be limited to a maximum of 200 square feet to be placed on-premise on the lots leased from Menard, Inc for the event with a temporary signage permit required, and

**BE IT FURTHER RESOLVED**, the Village Administrator has the authority to extend the temporary use permit by up to seven (7) days for weather related issues and that the Village Clerk/Treasurer and Administrator are authorized to effectuate this resolution.

**PASSED AND ADOPTED** by the Village Board of the Village of Johnson Creek, Jefferson County, Wisconsin this 23<sup>rd</sup> day of September, 2013.

\_\_\_\_\_  
Greg Schopp, Village President

ATTEST:

\_\_\_\_\_  
Joan Dykstra, Village Clerk-Treasurer

# TEMPORARY USE PERMIT

No. 02-2013

\$ 50.00

WHEREAS the local governing body of the Village of Johnson Creek, County of Jefferson, Wisconsin has, upon application duly made, granted and authorized the issuance of a Temporary Use Permit to:

Kearns Motor Car Company, Inc  
1219 S Main Street  
Jefferson, WI 53549

\*\*\*\*\*

AND WHEREAS, the said applicant has paid to the treasurer the sum as listed above for such Temporary Use Permit as provided by local ordinances, and has complied with all the requirements necessary for obtaining such license;

PERMIT IS HEREBY ISSUED to said applicant:

Kearns Motor Car Company, Inc/Temporary Outdoor Sales

807 Wright Road, Johnson Creek 53038  
(Temporary Use Site Address) (Municipality)

Village of Johnson Creek, Wisconsin, for the period of -October 1, 2013-October 14, 2013 - No Sales on Sundays

**Restrictions:**

807 Wright Road, and its ROW, from fifty feet North of parcel 141-0715-0744-002 to the end of the cul de sac subject to the following conditions;

- 1) Kearns, shall contribute \$500 to a Village Park Improvement Fund.
- 2) Kearns, shall remove all vehicles by midnight on, October 14th, 2013.
- 3) Temporary signage shall be limited to a maximum of 200 square feet, to be placed on-premise on the lots leased from Menard, Inc for the event with a temporary signage permit required.

*This license is subject to all resolutions, ordinances, regulations and provisions as may be at any time imposed by the local governing body or any laws of the State of Wisconsin, and is subject to revocation as provided by laws.*

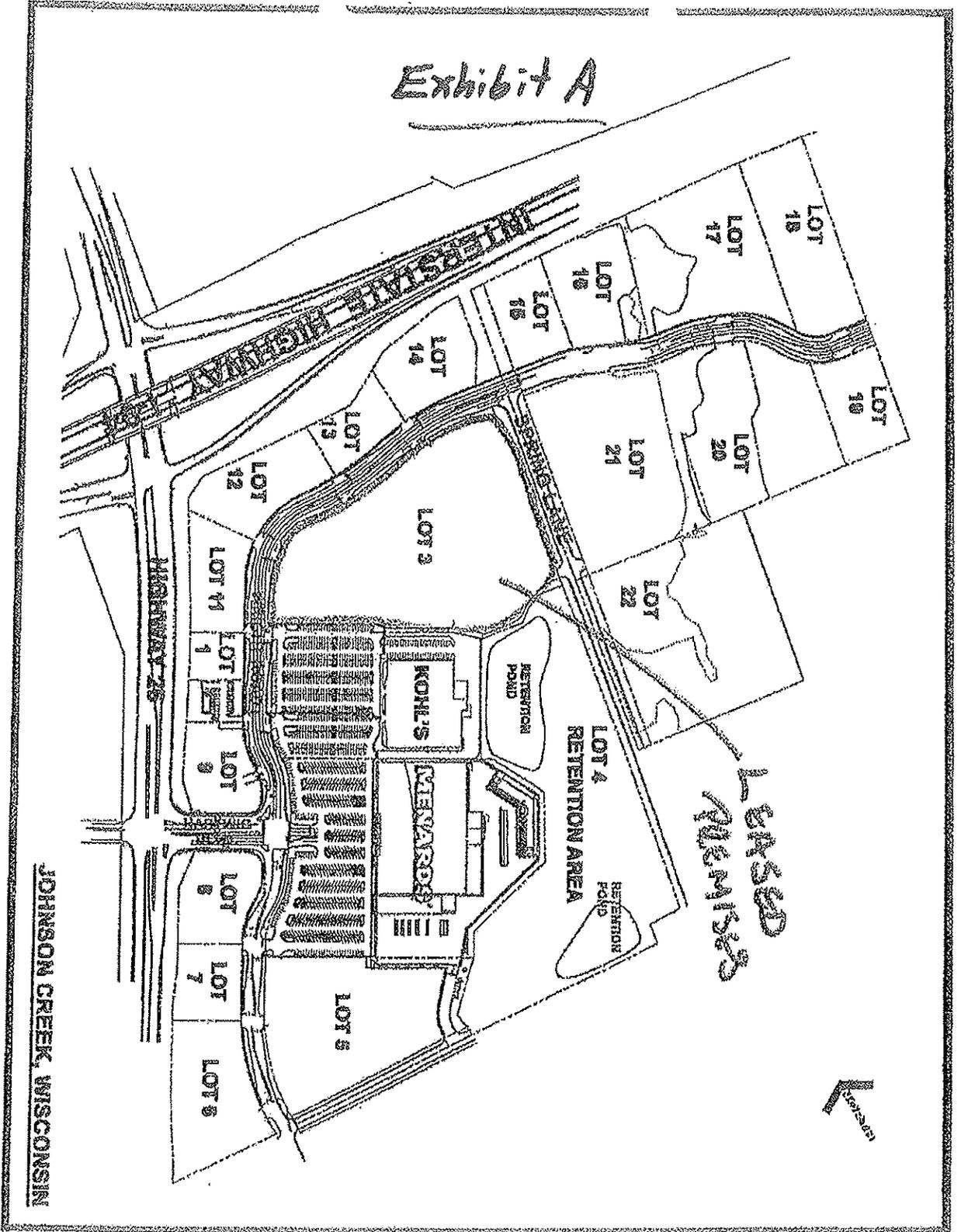
Given under my hand and the corporate seal of the Village of Johnson Creek, County of Jefferson, State of Wisconsin, this 23rd day of September 2013

(CORPORATE SEAL)

\_\_\_\_\_  
Mark Johnsrud- Zoning Administrator

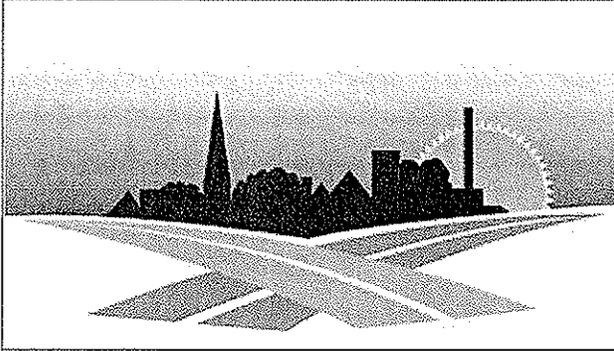
This License must be FRAMED and POSTED IN A CONSPICUOUS PLACE.

Exhibit A



# Village of Johnson Creek

Crossroads With A Future



## RESOLUTION 91-13

### 2014 JOHNSON CREEK FIRE DEPARTMENT BUDGET

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Village Board 9-23-13

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Requested by: Village Board

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Introduced by: Village President Greg Schopp

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RESOLUTION 91-13

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2014 JOHNSON CREEK FIRE DEPARTMENT BUDGET

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

**WHEREAS**, the Village and the Towns of Aztalan, Farmington, Milford, and Watertown have entered into a contract for fire protection with the Village of Johnson Creek in 2012, and

**WHEREAS**, the fire protection contract requires the Village to submit a Fire-EMS Department budget to the towns within the fire district for the succeeding year prior to October 1, and

**NOW THEREFORE BE IT RESOLVED**, the Board of Trustees of the Village of Johnson Creek approve the preliminary 2014 Fire-EMS Department Budget to be presented to the Towns of Aztalan, Farmington, Milford and Watertown prior to October 1, 2013, and

**BE IT FURTHER RESOLVED**, the Village Board reserves the right to change any amount within the preliminary 2014 Fire-EMS Department Budget prior to adoption on November 18, 2013 and that the Village Clerk/Treasurer and Administrator are authorized to effectuate this resolution.

**PASSED AND ADOPTED** by the Village Board of the Village of Johnson Creek, Jefferson County, Wisconsin this 23<sup>rd</sup> day of September, 2013.

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Greg Schopp – Village President

ATTEST:

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Joan Dykstra, Village Clerk-Treasurer

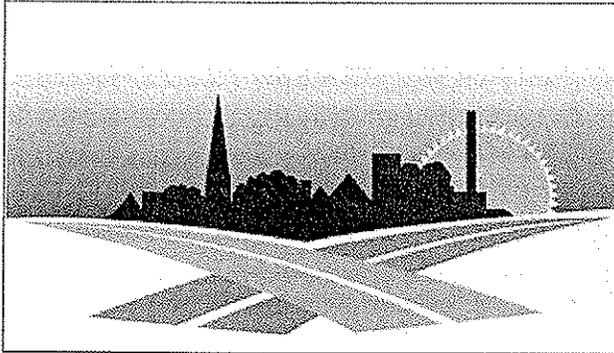
	2013 Budget Adopted	As Of 7/30/2013	2014 Budget
<b>Fund: 9 - FIRE/EMS</b>			
<b>Revenues</b>			
<b>PROPERTY TAXES</b>			
411.010 TOWN OF AZTALAN - TAXES	22,812	22,812	22,812
411.020 TOWN OF CONCORD - TAXES	0	0	0
411.030 TOWN OF FARMINGTON - TAXES	75,864	75,864	75,864
411.040 TOWN OF MILFORD - TAXES	9,770	9,770	9,770
411.050 TOWN OF WATERTOWN - TAXES	28,045	28,045	28,045
<b>INTERGOVERNMENTAL</b>			
422.200 2% FIRE INSURANCE DUES	8,750	9,367	8,750
422.205 2% FIRE DUES FROM TOWNS	6,128	3,162	6,128
422.210 GRANTS -	0	0	0
422.230 STATE GRANTS - FIRE	0	0	0
422.240 FEDERAL GRANTS	0	0	36,000
448.100 EMS RUN RECEIPTS	0	0	0
<b>PUBLIC CHARGES FOR SERVICES</b>			
448.200 FIRE INSPECTIONS	1,500	200	1,500
495.500 IMPACT FEES REVENUES	0	0	0
<b>INTEREST INCOME</b>			
481.100 INTEREST ON TEMP INVESTMENTS	3,200	996	1,500
<b>MISCELLANEOUS INCOME</b>			
471.100 DONATIONS	0	100	0
479.100 REFUND OF PRIOR YEARS EXPENSE	2,500	8,419	7,500
479.200 MISCELLANEOUS REVENUES	250	475	500
479.500 SALE OF FIXED ASSETS	0	0	0
479.550 INS REIMBURSEMENTS	1,000	0	5,895
479.555 ALLOWANCE FOR BAD DEBT	0	0	0
479.600 ARSON AND NEGLECT	0	0	0
490.100 PROCEEDS FROM LONG TERM DEBT	0	0	425,000
499.100 FROM RESERVES	0	0	34,000
<b>Total Revenues</b>	<b>159,819</b>	<b>159,210</b>	<b>663,264</b>
<b>TRANSFER IN</b>			
411.060 VILLAGE OF JOHNSON CREEK - TAX	232,570	232,570	232,570
<b>Total Revenues With Transfer In</b>	<b>392,389</b>	<b>391,780</b>	<b>895,834</b>
<b>Expenditures</b>			
<b>GENERAL GOVERNMENT</b>			
<b>VILLAGE BOARD</b>			
Dept: 511.100			
510.300 PER DIEMS EXPENSE	0	0	0
520.100 SOCIAL SECURITY EXPENSE	0	0	0
520.700 TRAINING/EDUCATION EXPENSE	0	0	0
530.300 OFFICE SUPPLIES EXPENSE	0	0	0
530.500 TRANSPORTATION EXPENSE	0	0	0
<b>Total VILLAGE BOARD</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>POLICE FIRE&amp;EMS COMMISSION</b>			
Dept: 511.700			
510.300 PER DIEMS EXPENSE	1,000	350	1,000
520.100 SOCIAL SECURITY EXPENSE	77	0	77
530.300 OFFICE SUPPLIES EXPENSE	100	0	100
<b>Total POLICE FIRE&amp;EMS COMMISSION</b>	<b>1,177</b>	<b>350</b>	<b>1,177</b>
<b>ADMINISTRATOR</b>			
Dept: 514.100			
510.100 FULL-TIME SALARIES EXPENSE	18,798	2,884	18,985
520.100 SOCIAL SECURITY EXPENSE	0	0	0
520.200 WI RETIREMENT FUND EXPENSE	0	0	0
520.300 HEALTH INSURANCE EXPENSE	0	0	0
520.800 OTHER FRINGE BENEFIT EXPENSE	0	0	0
530.900 OUTSIDE SERVICES EXPENSE	0	0	0
<b>Total ADMINISTRATOR</b>	<b>18,798</b>	<b>2,884</b>	<b>18,985</b>
<b>CLERK &amp; ASSISTANT</b>			
Dept: 514.200			
510.100 FULL-TIME SALARIES EXPENSE	18,798	18,734	18,985
520.100 SOCIAL SECURITY EXPENSE	0	0	0
520.200 WI RETIREMENT FUND EXPENSE	0	0	0
520.300 HEALTH INSURANCE EXPENSE	0	0	0
520.800 OTHER FRINGE BENEFIT EXPENSE	0	0	0
<b>Total CLERK &amp; ASSISTANT</b>	<b>18,798</b>	<b>18,734</b>	<b>18,985</b>

	2013 Budget Adopted	As Of 7/30/2013	2014 Budget
<b>CENTRAL INFORMATION SYSTEMS</b>			
Dept: 514.700			
530.900 OUTSIDE SERVICES EXPENSE	1,030	0	1,030
540.100 CAPITAL OUTLAY	0	0	0
<i>Total CENTRAL INFORMATION SYSTEMS</i>	<u>1,030</u>	<u>0</u>	<u>1,030</u>
<b>AUDITOR</b>			
Dept: 515.700			
530.900 OUTSIDE SERVICES EXPENSE	3,180	800	3,180
<i>Total AUDITOR</i>	<u>3,180</u>	<u>800</u>	<u>3,180</u>
<b>ATTORNEY</b>			
Dept: 516.100			
530.900 OUTSIDE SERVICES EXPENSE	3,500	345	3,500
<i>Total ATTORNEY</i>	<u>3,500</u>	<u>345</u>	<u>3,500</u>
<b>RISK MANAGEMENT</b>			
Dept: 518.100			
560.110 PROPERTY INSURANCE	1,100	0	1,175
560.120 LIABILITY INSURANCE	2,900	1,427	3,000
560.130 AUTO INSURANCE	8,300	3,971	9,250
560.140 WORKMAN'S COMP INSURANCE	2,000	788	1,550
560.145 ACCIDENT INSURANCE	1,850	1,899	1,950
<i>Total RISK MANAGEMENT</i>	<u>16,150</u>	<u>8,085</u>	<u>16,925</u>
<b>Total General Government</b>	<b>62,633</b>	<b>31,197</b>	<b>63,782</b>
<b>PUBLIC SAFETY</b>			
<b>FIRE PROTECTION</b>			
Dept: 523.100			
510.100 FULL-TIME SALARIES EXPENSE	0	0	0
510.200 PART-TIME SALARIES EXPENSE	88,635	49,101	89,628
510.210 PART TIME EXP - TRUCK OPERATOR	0	0	0
510.220 PART TIME - TRAINING DRILLS	0	0	0
510.230 PAR TIME EXPENSE - INSPECTORS	0	0	0
510.270 PART TIME EXPENSES - CALLS	0	0	0
520.100 SOCIAL SECURITY EXPENSE	9,657	5,311	9,809
520.200 WI RETIREMENT FUND EXPENSE	3,166	2,204	7,301
520.300 HEALTH INSURANCE EXPENSE	11,455	7,086	13,138
520.310 HEALTH & WELFARE EXPENSE	0	0	0
520.700 TRAINING/EDUCATION EXPENSE	3,000	1,036	3,000
520.710 FIRE INSPECTOR TRAINING	0	0	0
520.720 OUTSIDE SEMINARS	500	0	500
520.740 FIRE PREVENTION DUES & MATERIA	500	0	500
520.800 OTHER FRINGE BENEFIT EXPENSE	2,500	590	2,500
530.100 MISCELLANEOUS EXPENSE	400	377	400
530.105 FIRE BAD DEBT EXPENSE	100	0	100
530.200 UTILITIES EXPENSE	13,000	5,476	13,000
530.250 BUILDING EXPENSES	8,000	6,263	8,000
530.300 OFFICE SUPPLIES EXPENSE	2,000	722	2,000
530.400 OPERATING SUPPLIES EXPENSE	4,000	4,057	4,000
530.500 TRANSPORTATION EXPENSE	4,000	1,547	4,000
530.600 TOOLS & EQUIPMENT EXPENSE	11,000	5,971	11,000
530.700 REPAIRS EXPENSE	10,000	2,358	10,000
530.800 PERMITS-FEES-DUES EXPENSE	1,500	1,205	1,500
530.900 OUTSIDE SERVICES EXPENSE	10,000	6,480	10,000
540.500 NEW EQUIPMENT	0	18,079	0
550.100 DEPRECIATION EXPENSE	0	0	0
<i>Total FIRE PROTECTION</i>	<u>183,413</u>	<u>117,863</u>	<u>190,376</u>

	2013 Budget Adopted	As Of 7/30/2013	2014 Budget
Total Public Safety	183,413	117,863	190,376
<b>CAPITAL OUTLAY</b>			
Dept: 523.100			
540.100 CAPITAL OUTLAY	0	0	495,000
Total Capital Outlay	0	0	495,000
<b>DEBT EXPENSE: PRINCIPAL</b>			
Dept: 591.100			
580.200 LONG-TERM NOTES	109,160	88,000	113,160
Total DEBT EXPENSE: PRINCIPAL	109,160	88,000	113,160
<b>DEBT EXPENSE: INTEREST</b>			
Dept: 591.200			
580.200 LONG-TERM NOTES	34,865	18,104	31,198
Total DEBT EXPENSE: INTEREST	34,865	18,104	31,198
<b>DEBT EXPENSE: FEES &amp; CHARGES</b>			
Dept: 591.300			
580.200 LONG-TERM NOTES	0	0	0
Total DEBT EXPENSE: FEES & CHARGES	0	0	0
<b>FIRE DEPT BUYOUT</b>			
Dept: 591.400			
580.200 LONG-TERM NOTES	0	0	0
Total FIRE DEPT BUYOUT	0	0	0
Total Expenditures Before Transfer Out	390,071	255,164	893,516
<b>TRANSFERS</b>			
Dept: 599.900			
590.200 OPERATING TRANSFER TO GENERAL	2,318	0	2,318
Total TRANSFERS	2,318	0	2,318
Total Expenditures	392,389	255,164	895,834
Total FIRE/EMS	0	136,616	0

# Village of Johnson Creek

Crossroads With A Future



## RESOLUTION 92-13

### 911 JOINT POWERS AGREEMENT

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Village Board 9-23-13

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Requested by: Jefferson County

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Introduced by: Village President Greg Schopp

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RESOLUTION 92-13

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911 JOINT POWERS AGREEMENT

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

**JOINT POWERS AGREEMENT  
COUNTY 911 EMERGENCY SYSTEM**

WHEREAS, Jefferson County and the municipalities located within the boundaries of Jefferson County have implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 256.35(9)(a)(b), Wis. Stats. "Joint Powers Agreement," requires that in implementing a 911 system as has been done in Jefferson County, municipalities shall annually enter into a Joint Powers Agreement, in which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Jefferson County 911 System, such vehicle shall render its service to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements, and conditions contained herein, it is hereby jointly agreed between Jefferson County and the **Village of Johnson Creek, Wisconsin** as follows:

1. Effective as of January 1, 2014, this Agreement shall, thereafter, be applicable on a daily basis for one year.
2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency services, is dispatched in response to a request through the Jefferson County Emergency 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.

3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Sec. 256.35(9)(c), Wis. Stats.

JEFFERSON COUNTY (Dispatching agency)

By: \_\_\_\_\_ dated: \_\_\_\_\_  
Paul S. Milbrath, Sheriff

JEFFERSON COUNTY CLERK

By: \_\_\_\_\_ dated: \_\_\_\_\_  
Barbara A. Frank

\_\_\_\_\_  
VILLAGE OF JOHNSON CREEK (Participating agency)  
(Town/City/Village of)

By: \_\_\_\_\_ dated: \_\_\_\_\_  
Greg Schopp, President

**NOW THEREFORE BE IT RESOLVED**, the Village Board approves the 911 Joint Powers Agreement with Jefferson County,

**PASSED AND ADOPTED** by the Village Board of Trustees this 23<sup>rd</sup> day of September 2013.

\_\_\_\_\_  
Greg Schopp, Village President

ATTEST

\_\_\_\_\_  
Joan Dykstra, Clerk – Treasurer

# Office of the Sheriff - Jefferson County



411 S. Center Avenue  
Jefferson, Wisconsin 53549-1703

Paul S. Milbrath, Sheriff

Jeffrey Parker, Chief Deputy

Jerry Haferman \* Duane Scott \* Paul Wallace  
Administrative Captain Patrol Captain Jail Captain

September 6, 2013

Honorable Mayor/Chairperson/President/City Manager:

Re: 911 Joint Powers Agreement

Wisconsin Statute 256.35(9)(a)(b) requires that a 911 Joint Powers Agreement be executed and filed with the Attorney General's office on a yearly basis.

The Mayor/President/Chairman/Manager of a municipality, town, or village must sign and return the enclosed Joint Powers Agreement to me. At that time I will endorse the agreement and have the original signed by the Jefferson County Clerk as well. As required by Wisconsin Statute 256.35(9)(c), the original document will then be filed with the Attorney General's office and a copy, with signatures, will be returned to you for your files.

If you have any questions please feel free to contact me at 920.674.7310.

Sincerely,

A handwritten signature in cursive script that reads "Paul S. Milbrath".

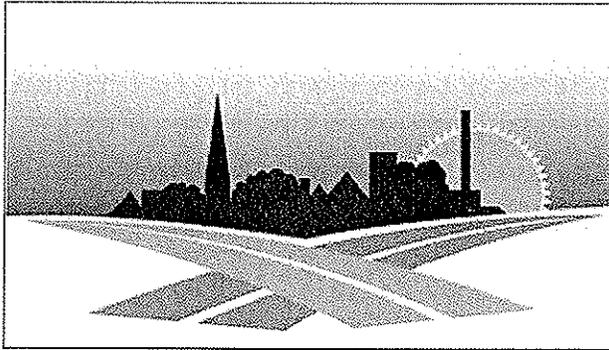
Paul S. Milbrath  
Sheriff

Enclosure

PSM:tw

# Village of Johnson Creek

Crossroads With A Future



## ORDINANCE 10-13

**ADOPTING WISCONSIN STATUTE §947.0125  
AMENDING CHAPTER 189-1  
PEACE AND GOOD ORDER  
GENERAL OFFENSES AGAINST STATE LAWS SUBJECT TO FORFEITURE**

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Village Board 9-23-13 – *1<sup>st</sup> reading* suspend rules –

Village Board 9-23-13 adopt

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Request by: Municipal Prosecutor – Brian Brejcha

---

Introduced by: Village Trustee David Blend

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ORDINANCE 10-13

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**ADOPTING WISCONSIN STATUTE §947.0125  
 AMENDING CHAPTER 189-1  
 PEACE AND GOOD ORDER  
 GENERAL OFFENSES AGAINST STATE LAWS SUBJECT TO FORFEITURE**

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

SECTION 1: The Village of Johnson Creek hereby adopts §947.0125 of the Wisconsin State Statutes, “Unlawful Use of a Computerized Communication System.”

SECTION 2: Chapter 189-1 (General offenses against state laws subject to forfeiture) of the Village Code of the Village of Johnson Creek is hereby amended to add Wis. Stat. §947.0125 to the list of statutory sections adopted.

SECTION 3: All ordinances or parts of ordinances conflicting with or contravening the provisions of this ordinance are hereby repealed.

SECTION 4: 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 23<sup>rd</sup> day of September, 2013.

VILLAGE OF JOHNSON CREEK

ATTEST:

BY: \_\_\_\_\_  
Greg Schopp, Village President

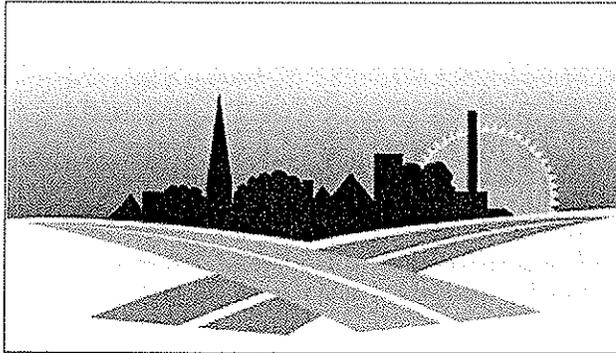
\_\_\_\_\_  
Joan Dykstra, Clerk - Treasurer

Date Introduced: September 23, 2013  
Date Adopted: September 23, 2013  
Date Posted: September 24, 2013  
Date Published: September 28, 2013

# Village of Johnson Creek

Crossroads With A Future

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## RESOLUTION 52-13

### APPROVAL ROCK RIVER POWER SPORTS DEVELOPMENT AGREEMENT

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Village Board 6-24-13 *refer to September 23<sup>rd</sup> Village Board meeting 7-0*

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Requested by: Mike DuClos

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Introduced by: Village President Greg Schopp

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RESOLUTION 52-13

APPROVAL  
ROCK RIVER POWER SPORTS  
DEVELOPMENT AGREEMENT

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

**WHEREAS**, the Village entered into a Terms Agreement with Mike DuClos of Rock River Power Sports for the development of a 28,000 square foot, indoor sales and service facility on parcel # 141-0716-0731-000, 400 N. Watertown Street, and

**WHEREAS**, in accordance with the Terms Agreement, a development agreement is necessary because the Village is using TID 2 funding to incent the construction of the building, and

**WHEREAS**, the final site plan has been reviewed by the Village Planner, Village Engineer and approved by the Plan Commission and Village Board and will be attached to the development agreement as Exhibit A, and

**NOW THEREFORE BE IT RESOLVED**, that the Village Board approves the Development Agreement with Rock River Power Sports, Inc., Mike DuClos Properties, LLC and Mike DuClos individually, to construct a proposed 28,000 square foot commercial building development in Planned Business zoning on parcel #141-0716-0731-000 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 24<sup>th</sup> day of June 2013.

Attest:

\_\_\_\_\_  
Greg Schopp, Village President

\_\_\_\_\_  
Joan Dykstra Clerk-Treasurer

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this 24<sup>th</sup> day of June, 2013, by and between Michael DuClos, DuClos Properties, LLC, a Wisconsin limited liability company and Rock River Power Sports, Inc., a Wisconsin corporation, (herein individually and collectively the "Developer"), and the Village of Johnson Creek, a Wisconsin municipal corporation (herein the "Village").

### WITNESSETH:

WHEREAS, Developer has purchased 4.10 acres of land, more or less, located in the Village and identified as tax parcel 141-0715-0731-000 and described more particularly on Exhibit A which is appended hereto and incorporated herein by reference (herein the "Property"); and

WHEREAS, Developer has proposed to improve the Property by constructing a commercial building consisting of 28,000 square feet, more or less, and to operate a business involved in the sale and maintenance of recreational and motorsport vehicles and motorcycles; and

WHEREAS, the Developer has submitted to the Village, and the Village has approved a site plan, plan of operation, lighting plans, landscaping and erosion control plans, and storm water management plans (herein collectively the "Plans"); and

WHEREAS, the Developer and the Village desire to enter into this Agreement relating to the development of the Property in accordance with the plans;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by and between the Developer and the Village as follows:

### I. CONSTRUCTION OF BUILDING AND IMPROVEMENTS

That the Developer shall undertake and complete construction of the building and install all improvements on the Property in strict conformance with the Plans approved by the Village Board on June 24, 2013, and which have been marked as Exhibit A of the Agreement and incorporated herein by reference. No deviation or modification of the Plan shall be permitted without express approval of the Village Board, and Village Plan Commission.

Developer shall, immediately upon execution of this Agreement, enter into such contracts and Agreements with third parties as may be required to complete construction of the building and installation of all improvements described and depicted on the Plans such that the construction of the building and all improvements shall be substantially completed by December 31, 2013. Developer acknowledges that time is of the essence with respect to Developer's obligations under the terms of this Agreement.

## II. INCENTIVES

The Property is located in Tax Incremental Finance District No. 2. The Village agrees to provide the Developer with financial incentives in the form of a cash grant to be used for the construction of the building and site improvements described and depicted on the plans. As of the execution of this Agreement, the assessed value of the Property, including existing improvements, is \$224,500. Subject to the contingencies and limitation(s) set forth in this Agreement, the Village will pay to the Developer a cash grant to be determined by deducting from the assessed value of the Property for the assessment year beginning January 1, 2014, the current assessed value of \$224,500. The cash grant shall be in an amount equal to 11.25% (.1125) of the difference between these assessed values, provided however, that the total amount of the cash grant shall in no event exceed \$150,000.

The cash grant paid to the Developer shall be paid in two equal annual installments, with the first installment being paid on September 1, 2015, and the second installment being paid on September 1, 2016.

Notwithstanding anything contained herein to the contrary, the obligation of the Village to pay the Developer the cash grant shall be contingent and conditioned upon the Developer having substantially completed construction of the building and improvements by December 31, 2013. The Developer shall be deemed to have substantially completed the "building and improvements for the purpose of providing this cash grant, to include, but not limited to, completion of all exterior and interior construction of the entire 28,000 square foot building, all exterior and interior concrete including all curbing, sidewalks and ramps, all asphalt including placement of the parking lot including striping, completion of all grading and stormwater improvements, including any catch basins, drains, outfalls or detention ponds, all landscaping including the placement of all trees, bushes and shrubs in accordance with the approved landscaping plan, seeding of all land disturbed during construction in accordance with State NR151 regulations and Village code, all lighting in accordance with the approved photometric lighting plan, any signage in accordance with the terms of this agreement and Village code excepting all personal property or inventories of Rock River Power Sports, Inc. and the Developer applies for and receives an occupancy permit from the Village Building Inspector prior to the close of business on December 31, 2013. However, in the event the Developer fails to apply for an occupancy permit, or in the event an application is made but issuance of the permit is denied by the Village Building Inspector in accordance with the provisions of the Village Code, in either of those events it shall be conclusively determined that the Developer has failed to substantially complete the building and improvements as required of the Developer under the terms of this Agreement, and the Developer shall not be entitled to any cash grant.

## III. FEES

1. The Developer has previously executed a reimbursable fee Agreement with the Village, under the terms of which the Developer has agreed to reimburse to the Village all professional fees and related expenses incurred as a result of the submittal, review and approval of the Plans referenced herein. The Village agrees to defer collection of those fees until such time as the first installment of the cash grant is due the Developer (September 1, 2015). The

Village shall deduct from the first cash grant payment the amount of reimbursable fees owed by the Developer to the Village under the terms of the reimbursable fee Agreement. In the even the cash grant is not paid because the Developer failed to substantially complete the project by December 31, 2013, then in that event the reimbursable fees owed the Village shall be due and payable as of September 1, 2015.

2. The impact fees in the amount of \$3,456.00 are due the Village under the terms of the municipal code. The Village, by execution of this Agreement, waives payment of all impact fees that would otherwise be due from the Developer under the terms of the municipal code.

#### **IV. WAIVER OF REAL ESTATE TAX EXEMPTION RIGHTS**

The Developer agrees that for a period of twenty (20) years beginning with the execution and approval of this Agreement, the Developer shall not apply for nor accept the benefit of a real estate tax exemption available in accordance with the provisions of Wis. Stat. § 70, and more particularly Wis. Stat. § 70.11, or any similar statutory provision which would have the effect of removing the Property from the real estate tax rolls.

The Developer agrees that in the event this provision of the Agreement is breached, the Village will sustain continuing and irreparable damages in that the Village will have lost tax revenue necessary to satisfy various Village obligations, including indebtedness incurred as a result of improvements constructed by the Village within Tax Incremental Finance District No. 2. Accordingly, the Developer agrees that the Village shall be entitled to liquidated damages in the event the Developer, or the Developer's heirs, successor or assigns, obtains a real estate tax exemption in violation of the terms of this Agreement. The Developer, for the Developer, its heirs, successors and assigns, agrees that a court of competent jurisdiction can, and shall, impose liquidated damages against the Developer or the Developer's heirs, successors or assigns, in an amount equal to the real estate taxes which the Developer would have been paid had the Property remained on the Village tax roll. Such damages shall be paid annually on or before January 31<sup>st</sup> of each year, and if not paid, the damages together with interest accruing at the rate of 12% per annum, shall be placed on the tax roll and collected with all other real estate taxes owed to the Village or any other taxing authority.

#### **V. SIGNAGE**

The Developer shall comply with Village Code 250-115 Signs excepting that one (1) on-premise monument sign not to exceed twelve (12) feet in height with a maximum sign area not to exceed two-hundred (200) square feet shall be permitted on the north side of the lot and one (1) on-premise monument sign not to exceed six (6) feet in height and less than fifty (50) square feet total at the entrance on the south side of the lot. Also, excepting wall sign(s) not to exceed two-hundred (200) square feet subject to all other signs not exceeding fifty (50) square feet for a total of two-hundred fifty (250) square feet of combined wall sign(s) and all other signs.

**VI. MISCELLANEOUS**

**A. Assignment.**

Developer may, upon written notice to the Village and with approval from the Village, assign this Agreement and all rights and obligations of Developer to any third party. Such assignment shall not, unless expressly agreed to by the Village, release the Developer of Developer's obligations hereunder.

**B. Incorporation by Reference.**

All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

**C. Entire Agreement.**

This document and all other documents and Agreements expressly referred to herein contain the entire Agreement between Developer and the Village with respect to the matters set forth herein.

**D. Amendments.**

The Village and the Developer may only amend or modify this Agreement by written Agreement duly authorized and signed by the City and Developer.

**E. Situs.**

Any dispute regarding the enforcement of this Agreement shall be resolved by the Circuit Court of Jefferson County, Wisconsin. In the event the Village initiates any action or proceeding to enforce the terms of this agreement, or to secure any relief afforded the Village as a result of the Developer's obligations under the terms of this Agreement, and in the further event that the Village obtains any affirmative relief as a result of that litigation, the Developer shall reimburse the Village with all costs, expenses, including reasonable attorney's fees, incurred by the Village arising out of or relating to that litigation.

**F. Binding Effect.**

This Agreement shall be binding upon the Developer, as well as the Developer's heirs, successors and assigns, and shall be recorded in the office of the Register of Deeds for Jefferson County, Wisconsin.

Developer represents that the Developer is a corporation in good standing in the State of Wisconsin, and that all statements, representations, and warranties contained in this Agreement are true as of the execution of this Agreement, and that the person executing this Agreement on behalf of Rock River Power Sports, Inc. has been duly authorized to execute this Agreement and to bind the Developer to the terms and conditions of this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

**ROCK RIVER POWER SPORTS, INC.**  
a Wisconsin Corporation

By: \_\_\_\_\_  
Michael DuClos, President

**DUCLOS PROPERTIES, LLC**, a Wisconsin  
Limited Liability Company

By: \_\_\_\_\_  
Michael DuClos, Managing Member

\_\_\_\_\_  
Michael DuClos, Individually

STATE OF WISCONSIN    )  
                                  ) ss.  
COUNTY OF JEFFERSON )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_ 2013, the above-named  
Michael DuClos, individually and as President of Rock River Power Sports, and Managing  
Member of DuClos Properties.

\_\_\_\_\_  
Notary Public  
Jefferson County, Wisconsin  
My Commission Expires: \_\_\_\_\_

VILLAGE OF JOHNSON CREEK

By: \_\_\_\_\_  
Greg Schopp, President

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF JEFFERSON )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 2013 the above-named Greg Schopp, to me known to be the President of the Village of Johnson Creek, Wisconsin, who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public  
Jefferson County, Wisconsin  
My Commission Expires: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Joan Dykstra, Village Clerk/Treasurer

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