

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

ANNUAL VILLAGE BOARD MEETING
April 16, 2013
5:30 p.m.

Agenda

1. Call to order; roll call
2. Pledge of Allegiance
3. Statement of Public Notice
4. Public Comment (limited to two minutes per person)
5. Notices and Discussions
6. Approval of Village Board Committee Appointments –pg 1
7. Certification of Code of Ethics Wisconsin Statutes §§19.59 (1)(a)-(d) – pgs 2-3
8. Approval of Appointment to Advisory Boards, Committees and Commissions – pgs 4-5
9. Resolution 14-13 Authorizing Signatures on Disbursements – pgs 6-7
10. Resolution 15-13 Village Attorney – James Hammes - Cramer, Multhauf & Hammes – pgs 8-9
11. Resolution 16-13 Village Engineer – Kevin Lord – MSA Professional Services, Inc. – pgs 10-14
12. Resolution 17-13 Village Planner – Sarah Pittz - Vierbicher Associates – pgs 15--23
13. Resolution 18-13 Designation of Newspaper for Legal Notices – Watertown Daily Times– pgs 24-25
14. Resolution 19-13 Designation of Public Depositories – pgs 26-27
15. League of Wisconsin Municipalities - 2013 New Municipal Officials Workshop May 10, 2013 8:30 a.m. – 3:45 p.m. – Madison Crowne Plaza Hotel, 4402 E. Washington Ave. - Madison. – *let Joan know if you plan on attending prior to April 19th – pgs 28-29*
16. League of Wisconsin Municipalities - 2013 Regional Dinner Meeting May 9, 2013 - Dinner at 6:30 p.m.- Pewaukee – Country Springs Hotel – 2810 Golf Rd.– *let Joan know if you plan on attending prior to April 19 – pgs 30-31*
17. Video by UW Extension – The Wisconsin Open Meetings Law
18. Next Village Board Meeting – April 22nd, 5:30 p.m.
19. Initial Meeting of Committees – Beginning at 5:00 p.m. April 22nd
20. Adjourn

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

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

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

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

Improvement & Services, 1st Wednesday at 6:00 p.m.

Member	1 yr	April'2014	Fred Albertz
Member	1 yr	April'2014	Barry Hemphill
Member	1 yr	April'2014	Tim Semo
President (Alt)	1 yr	April'2014	Greg Schopp

Personnel & Finance, 1st Thursday 6:00 p.m.

Member	1 yr	April'2014	David Blend
Member	1 yr	April'2014	Barry Hemphill
Member	1 yr	April'2014	Rory Holland
President (Alt)	1 yr	April'2014	Greg Schopp

Protection & Welfare, 1st Tuesday 6:00 p.m.

Member	1 yr	April'2014	Fred Albertz
Member	1 yr	April'2014	Rory Holland
Member	1 yr	April'2014	Steven Wollin
President (Alt)	1 yr	April'2014	Greg Schopp

CERTIFICATION

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

I hereby certify that for the year 2013 I have reviewed the provisions of Wisconsin State Statutes 19.59 (1)(a)(b)(c)(d) **Code of Ethics for local government officials, employees and candidates** myself and/or with my fellow Board, Commission, members or subordinates as the case may be.

Dated this _____ day of _____, 20____.

(Print Name)

(Signature)

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

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

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

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

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

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

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

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

Plan Commission, 3rd Thursday 5:30 p.m.

Chair	2 yr	April'2015	Greg Schopp
Member	3 yr	May'2015	Nick Ansay
Trustee	1 yr	April'2014	David Blend
Member	3 yr	May'2016	Chad Chapman
Member	3 yr	May'2016	Scott Thomas
Member	3 yr	May'2014	David Armstrong
Member	3 yr	May'2014	CJ O'Neil

Board of Review, Meets within 30 days from 2nd Tue in May, may adjourn until completion of Assessment Roll

President	2 yr	May' 2015	Greg Schopp
Personnel Chair	1 yr	April'2014	
Citizen	2 yr	May '2015	Jane Schmidt
Citizen	2 yr	May' 2014	Laurie Adams
Citizen	2 yr	May' 2015	Ray Schumacher
Alternate	2 yr	May' 2014	Lyle Klockow

Community Development Authority (First Monday of January and July to Vice-Chair, Treas & Sec. per bylaws, and as needed)

VB Rep Exp Odd Yr., Chair	2 yr	May'2015	Steve Wollin
VB Rep Exp Even Yr	2 yr	May'2014	Rory Holland
Member - Vice- Chair	4 yr	Oct.'2014	Jim Braunschweig
Member	4 yr	Oct.'2016	Andrea Breen
Member-			
Treasurer	4 yr	Oct.'2017	Steve Brown
Member-Secretary	4 yr	Oct.'2015	Lyle Klockow
Member	4 yr	Oct.'2017	Ken Kulig
Executive Director			Mark Johnsrud

Jefferson County Bicycle Club

Village Rep			Peter Hartz
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**Johnson Creek Community Fire Department Board -
Annual Meeting in May - Disband after May 2013**

Village Prez	2 yr	May'2015	Greg Schopp
Trustee	2 yr	May'2015	Barry Hemphill

Johnson Creek Economic Development Committee
rename and reorganize

Johnson Creek Grocery Store Comm.- Disband

Recreation Committee - Resolution 32-08

School Member	Appt. each yr	Kellie Loeb
School Member	Appt. each yr	Tina Roehl
Village Trustee	Appt. each yr	Barry Hemphill
Village Trustee	Appt. each yr	Greg Schopp
School Admin		Mike Garvey

Library Board, meets third Wednesday

Trustee	3 yr	May'2015	Tim Semo
Resident	3 yr	May'2016	Les Gray
Resident	3 yr	May'2016	Bridget Thomas
Township	3 yr	May'2014	Charles Schick
School	3 yr	July'2015	Kristine Blakeley

Newsletter Task Force - disband part of Personnel & Finance see Ord. change 4/22/2013

Park Committee, disband part of Improvement & Services See Ord. 4/22/13 meeting

Police and Fire-EMS Commissioners, Annual meeting in May to appoint Pres, VP & Sec., otherwise meets as needed)

Member	5 yr	May'2017	Zachory Deal
Member	5 yr	May'2015	Myron (Butch) Klug
Member	5 yr	May'2018	Doug Orcutt
Member	5 yr	May'2016	Andy Swanson
Member	5 yr	May'2014	Dale Theder
Attorney			Al Larson - Levi, Bender & Assoc.

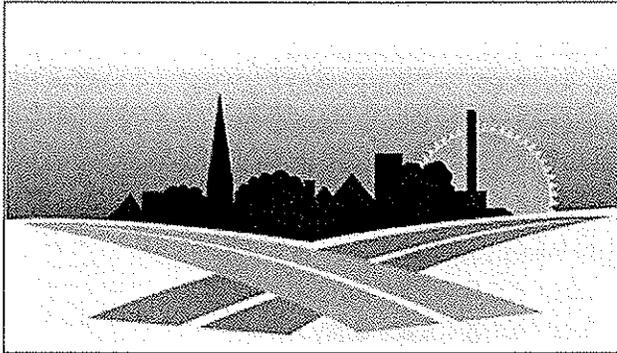
Zoning Board of Appeals, Meets as needed, per ordinance they do not get paid, need 3 members present

Chairperson	3 yr	May'2015	Andrea Breen
Citizen	3 yr	May'2014	Jim Braunschweig
Citizen	3 yr	May'2015	Terry Huth
Citizen	3 yr	May'2016	Chris Nizzi
Citizen	3 yr	May'2014	Scott Thomas
Alternate	1 yr	May'2014	Nick Ansay
Alternate	1 yr	May'2014	Steve Brown

Official Newspaper – None, Newspaper for Legal Publications –
Watertown Daily Times

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 14-13

AUTHORIZING SIGNATURES ON DISBURSEMENTS

Village Board Annual Meeting 4-16-13

Requested by: Village President Greg Schopp

Introduced by: Village President Greg Schopp

RESOLUTION 14-13

AUTHORIZING SIGNATURES ON DISBURSEMENTS

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

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

Dated this 16th day of April 2013

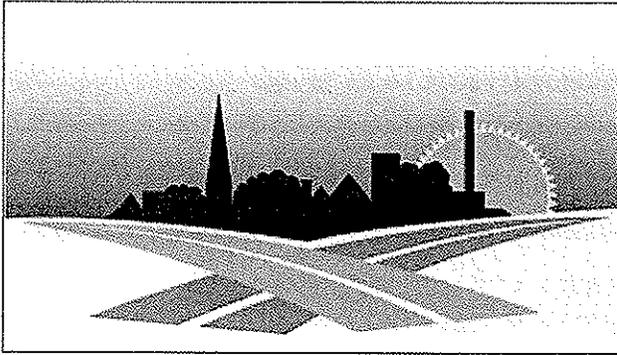
Greg Schopp, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 15-13

VILLAGE ATTORNEY - JAMES HAMMES - CRAMER, MULTHAUF & HAMMES

Village Board Annual Meeting 4-16-13

Requested by: Village President Greg Schopp

Introduced by: Village President Greg Schopp

RESOLUTION 15-13

VILLAGE ATTORNEY - JAMES HAMMES - CRAMER, MULTHAUF & HAMMES

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

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Village of Johnson Creek approve James Hammes of Cramer, Multhauf and Hammes to be the Village Attorney until April 14, 2015, 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 16th day of April 2013.

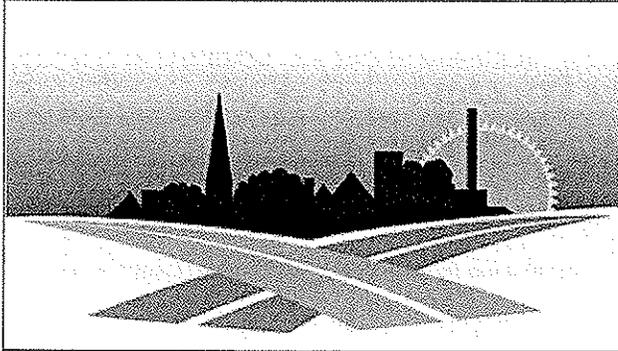
Greg Schopp, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 16-13

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

Village Board 4-16-13

Requested by: Village President Greg Schopp

Introduced by: Village President Greg Schopp

STATE OF WISCONSIN

VILLAGE OF JOHNSON CREEK

JEFFERSON COUNTY

RESOLUTION 16-13

VILLAGE ENGINEER - MSA PROFESSIONAL SERVICES, INC.

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

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

WHEREAS, attached is a new contract for services from April 16, 2013 to April 19, 2016 and

NOW THEREFORE BE IT RESOLVED, the Board of Trustees of the Village of Johnson Creek approve the professional services agreement with MSA for Village engineering services until April 19, 2016, 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 16th day of April, 2013.

Greg Schopp, Village President

ATTEST:

Joan Dykstra, Village Clerk-Treasurer



April 10, 2013

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

Re: Contract Billing Rates

Dear Mark Johnsrud:

As requested, MSA has provided an updated contract for the period of April 16, 2013 to April 19, 2016. MSA has made a commitment to Johnson Creek to keep our rates fiscally responsible and maintain an outstanding quality of service. MSA has adjusted the client liason rate from \$82/hour to \$90/hour.

Please let me know if you have any questions.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in black ink, appearing to read "Kevin Lord".

Kevin Lord, PE, RLS
Consulting Village Engineer

MJM;kcl

Offices in Illinois, Iowa, Minnesota, and Wisconsin

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

www.msa-ps.com



PROFESSIONAL SERVICES

More ideas. Better solutions.

Professional Services Agreement

This AGREEMENT (Agreement) is made today April 16, 2013 by and between VILLAGE OF JOHNSON CREEK (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which is referred to in the Agreement between OWNER and MSA for Professional Services dated September 12, 2011 and agrees to the following:

Project Name: Village of Johnson Creek 2013 - 2015 General Engineering

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

The services will be performed at the MSA 2013/2014 contract rates.

The services were requested by Mark Johnsrud.

The schedule to perform the work is: Start Date: April 16, 2013
Completion Date: April 19, 2016

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

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

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

VILLAGE OF JOHNSON CREEK

MSA PROFESSIONAL SERVICES, INC.

Greg Schopp
Village President
Date: _____

Kevin Lord

Kevin Lord, PE, RLS
Consulting Village Engineer
Date: 4-10-13

Clerk Name: _____
Date: _____

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

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

**ATTACHMENT A:
RATE SCHEDULE
MARCH 2013/2014***

CLIENT LIASON/PROJECT MANAGER

Kevin Lord, PE, RLS\$90.00/hr.

CLASSIFICATION

LABOR RATE

Architects.....	\$120-\$145.00/hr.
Clerical.....	\$54-\$75.00/hr.
Draftspersons	\$45-\$99.00/hr.
Geographic Information Systems (GIS).....	\$68-\$120.00/hr.
Housing Administration.....	\$53-\$99.00/hr.
Hydrogeologists.....	\$95-\$137.00/hr.
Planners	\$80-\$135.00/hr.
Principals.....	\$137-\$165.00/hr.
Professional Engineers.....	\$82-\$165.00/hr.
Project Manager.....	\$60-\$150.00/hr.
Registered Land Surveyors	\$85-\$135.00/hr.
Staff Engineers.....	\$73-\$102.00/hr.
Technicians	\$45-\$99.00/hr.
Wastewater Treatment Plant Operator.....	\$69-86.00/hr.

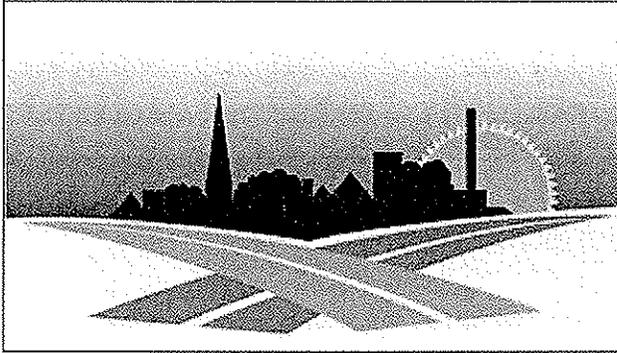
REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Fax	\$1.00/page
GPS Equipment.....	\$40/hour; 2 hour min.
Mailing/UPS.....	At cost
Mileage – (currently \$0.565/mile)	Rate set by Fed. Gov.
Nuclear Density Testing.....	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100.00/day
PC/CADD Machine.....	Included in labor rates
Robotics Geodimeter.....	\$30/hour; 2 hour min.
Stakes/Lathe/Rods	At cost
Total Station	Included in labor rates
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost

* Labor rates shall remain in effect until April 19, 2016.

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 17-13

VILLAGE PLANNER - SARAH PITTZ - VIERBICHER ASSOCIATES

Village Board Annual Meeting 4-16-13

Requested by: Village President Greg Schopp

Introduced by: Village President Greg Schopp

STATE OF WISCONSIN

VILLAGE OF JOHNSON CREEK

JEFFERSON COUNTY

RESOLUTION 17-13

VILLAGE PLANNER - SARAH PITTZ - VIERBICHER ASSOCIATES

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

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Village of Johnson Creek approve Sarah Pittz of Vierbicher Associates to be the Village Planner until April 15, 2014, 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 16th day of April 2013.

Greg Schopp, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer

MASTER PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT ("Agreement") is made as of April 16, 2013 by and between the VILLAGE OF JOHNSON CREEK (the Client) and VIERBICHER ASSOCIATES, INC. (the Consultant), which agree as follows:

SECTION I - SERVICES TO BE PERFORMED

1.1 Scope of Services

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

- 1.1.1 For day-to day activities, Consultant shall provide planning services authorized by the Client. These services intended to provide technical support to Client staff, review proposed development projects, assist the Client respond to daily needs and/or attend meetings. The compensation for day-to-day services will be on a time and expense basis as outlined in Section IV of this agreement and based on Attachment A – Rate Schedule.
- 1.1.2 When specific projects are implemented by the Client, a Professional Services Agreement (PSA) shall be executed by Consultant and the Client. The PSA shall include the project scope, schedule, fee and designated responsible parties. The compensation for specific project services will generally be based upon a fixed fee as outlined in Section IV of this agreement and the PSA.
- 1.1.3 Consultant intends to serve as the Client's professional representative for those services as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by Consultant for the Client are rendered on the basis of experience and qualifications and represent the professional judgment of Consultant. However, Consultant cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

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

1.2 Authorization of Services

- 1.2.1 For day-to-day activities, the authorization to provide services shall come from the following Client officials:
- Village Administrator
 - Village Board President
- 1.2.2 For specific project services, written PSAs shall define the task requested, including the specific scope of services to be performed, the schedule, the basis for payment (if other than as defined in this Agreement), and special terms and conditions (if other than as defined in this Agreement). When requested by the Client, Consultant shall prepare draft PSAs and submit them to the Client for review and execution. Each PSA shall be executed by the authorized representatives of Consultant and the Client designated in this Agreement. Each PSA shall be deemed to incorporate the terms of this Agreement.
- 1.2.3 The Client's authorized representative may orally authorize Consultant to begin furnishing services. Within five (5) business days thereafter, Consultant shall submit to the Client a written PSA, as described immediately above, which shall confirm the oral PSA and provide for mutual execution by the parties. Such PSA will be deemed executed if not returned with comments within two (2) business days thereafter. If the Client disagrees with the terms or scope of written PSA, the verbal PSA shall be deemed

rescinded and all work pursuant thereto shall be discontinued until the parties have reached agreement on the terms of a written PSA.

1.3 Limit of Cost for Professional Services

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

1.4 Consultant's Authorized Representative

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

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

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

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

1.6 Plans, Drawings, Maps and Other Documents Produced.

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

Client shall have the unrestricted right to make, retain, use, publish and/or provide to the public or any third party copies of any such documents for any purpose whatsoever

as if the documents constituted work made for hire. It is expressly intended by the parties that no document which the Client has paid Consultant to produce shall be subject to any copyright or other protection from unlimited copying and use by the Client or persons acquiring the documents through the Client.

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

1.6.1 Consultant shall maintain copies of all plans, maps, reports, drawings, computations or other documents generated pursuant to any PSA, and make copies thereof available to the Client upon request. These copies shall be kept for thirteen (13) years after each PSA is subsequently complete. Digital copies shall be provided in any format requested by the Client (if Consultant has access to the necessary facilities to convert the data into the requested format) at any time, at Consultant's actual cost of converting and/or supplying paper or digital copies. Consultant shall not destroy its last remaining copy of any such document during the thirteen (13) year period noted above without first offering it to the Client for safekeeping.

1.7 Private Development Engineering.

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

SECTION II - THE CLIENT'S RESPONSIBILITIES

2.1 Client's Responsibilities

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

- 2.1.1 Furnish Consultant with reports, studies, site characterizations, regulatory orders, data, and other similar information in its possession relating to this agreement and each PSA. Unless otherwise specified, Consultant may rely upon information furnished by the Client's authorized officers and employees without independent verification.
- 2.1.2 Provide all criteria and full information as to Client's requirements including objectives and constraints, performance requirements, and budgetary limitations.
- 2.1.4 Schedule and properly notice public meetings. Assist with arranging other meetings deemed necessary for the implementation of projects. These meetings may include meetings with agencies, land owners, concerned citizens, etc.
- 2.1.5 Take reasonable steps to arrange for access to and make all provisions for Consultant to enter upon public and private lands as required for Consultant to perform its work under this agreement and any PSA.
- 2.1.6 Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that significantly affects the scope or time of performance or furnishing of Consultant's services, or any defect or nonconformance in Consultant's services or in the work of any Contractor.
- 2.1.7 Furnish data in the Client's possession prepared by others to Consultant relevant to any services rendered by this agreement or any PSA together with any existing professional interpretations of the foregoing.
- 2.1.8 Examine studies, reports, and other documents presented by Consultant, and render, in writing, decisions pertaining thereto.

- 2.1.9 Consultant shall not be responsible for the accuracy and completeness of data furnished by the Client, including, but not limited to, computations, record drawings, and maps furnished by the Client.
- 2.1.10 The Client agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as it may deem necessary for the project.

2.2 Client's Authorized Representative

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

SECTION III - PERIOD OF SERVICES

3.1 Completion of Services

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

3.2 Term of Agreement

The term of this annual Agreement shall commence as of the date set forth above, and shall run through April 16, 2014, unless either party gives written notice of its intention to terminate or amend the Agreement by giving at least thirty (30) days prior written notice to the other party. Revisions may not be implemented by either party without an executed Amendment to this Agreement.

3.3 Termination of Agreement

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

- 3.3.1 By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the



terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.

- 3.3.2 By Consultant upon seven days written notice if Consultant believes that Consultant is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
- 3.3.3 By Consultant upon seven days written notice if Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
- 3.3.4 By Consultant upon seven days written notice if the Client has failed to pay for previous services rendered and its account is more than 90 days past due.
- 3.3.5 By Client effective upon the receipt of notice by Consultant.
- 3.3.6 Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

SECTION IV – COMPENSATION

4.1 Day-To-Day Services.

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

4.2 Specific Project Services.

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

4.3 Compensation Terms

- 4.3.1 Charges for services will be based out of Consultant's office located in Madison.
- 4.3.2 The fees assume that the work will be completed within the schedule set forth in the PSA. If significant delays to the project occur, which are not due to the negligence of Consultant, e.g. decisions of Client, regulatory approvals, deferrals to the next calendar year, etc. Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- 4.3.3 Reimbursable expenses, e.g. , telephone, photocopying, etc., are included in the stated billing rates identified in the rate schedule on Attachment A and in fixed fees agreed upon in any individual PSA. Mileage over 50 round-trip miles will be charged as included on Attachment A.
- 4.3.4 When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant will make every effort to inform Client in a timely manner, even prior to incurring costs, if possible.
- 4.3.5 Invoices are submitted monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Time and expense fees will be submitted on the basis of actual time and expense incurred in accordance with Attachment A.
- 4.3.6 Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month.
- 4.3.7 Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or, as otherwise negotiated.

SECTION V – MISCELLANEOUS

5.1 Insurance.

Consultant shall maintain, throughout the term of this Agreement, insurance coverage for

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

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

5.2 Entire Agreement.

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

5.3 Governing Law.

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

5.4 Dispute Resolution.

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

- 5.4.1 The Client and Consultant agree to first negotiate all disputes between them in good faith.
- 5.4.2 If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association. The cost of any mediator shall be paid equally by the parties, and each party shall be responsible for its own legal and other costs of participating in the mediation.

Successors Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

5.5 Headings and References.

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

5.6 Severability.

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

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

VILLAGE OF JOHNSON CREEK

VIERBICHER ASSOCIATES, INC.

Greg Schopp, Village Board President

Rod Zubella, P.E.
President

Date: April 16, 2013

Date: April 16, 2013

Mark Johnsrud
Village Administrator

Sarah M. Pitz, AICP
Client Representative

Date: April 16, 2013

Date: April 16, 2013

M:\Johnson Creek, Village of\12107243_Planning Services\2013 Contract\JC Master Professional Service Agreement 0313 AMENDED.docx



**ATTACHMENT A:
VIERBICHER ASSOCIATES, INC. RATE SCHEDULE
April 2013 to April 2014**

Section 1: Professional Staff Billing Rates

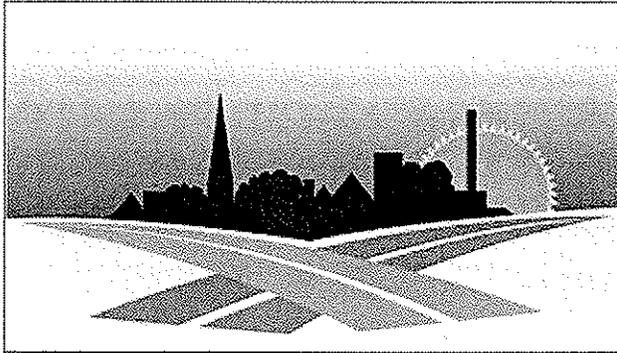
<u>Classification</u>	<u>Labor Rate</u>
Project Manager (Sarah Pittz, AICP)	\$115.00/hr
Senior Economic Developer (Gary Becker, CEcD)	\$175.00/hr
Economic Developer (Errin Welty)	\$115.00/hr
Planning Assistance (Ben Zellers, AICP, CNU-A)	\$100.00/hr
Landscape Architect & Graphics (Suzanne Vincent, PLA)	\$87.50/hr
GIS Analyst (Adam Carrico, EIT)	\$87.50/hr
Clerical	\$60/hr

Section 2: Reimbursable Expenses

<u>Classification</u>	<u>Rate</u>
Auto Mileage	\$0.60/mile for Miles in Excess of 50 (Each Trip)

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 18-13

DESIGNATION OF NEWSPAPER FOR LEGAL NOTICES WATERTOWN DAILY TIMES

Village Board Annual Meeting 4-16-13

Requested by: Village President Greg Schopp

Introduced by: Village President Greg Schopp

RESOLUTION 18-13

DESIGNATION OF NEWSPAPER FOR LEGAL NOTICES
WATERTOWN DAILY TIMES

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Village of Johnson Creek designate the Watertown Daily Times as the newspaper to publish legal notices until April 15, 2014, 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 16th day of April 2013.

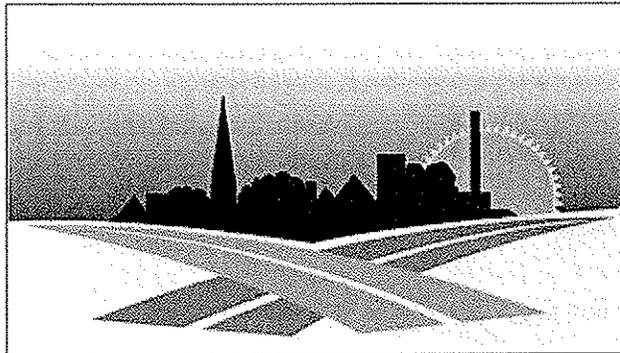
Greg Schopp, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer

Village of Johnson Creek

Crossroads With A Future



RESOLUTION 19-13

DESIGNATION OF PUBLIC DEPOSITORIES

Village Board Annual Meeting 4-16-13

Requested by: Village Clerk-Treasurer

Introduced by: Village President Greg Schopp

RESOLUTION 19-13

DESIGNATION OF PUBLIC DEPOSITORIES

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

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

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

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

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

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

Adopted by the Village Board of Trustees this 16th day of April 2013.

Greg Schopp, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer



2013

2013 New Municipal Officials Workshops

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

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

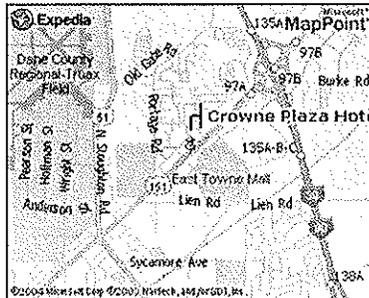
WORKSHOP LOCATIONS

May 10, 2013
Madison
Crowne Plaza Hotel, 4402 E. Washington Ave.

June 7, 2013
Kimberly
Liberty Hall/Hilton Garden, 800 Eisenhower Dr.

June 14, 2013
Eau Claire
Holiday Inn Campus, 2703 Craig Rd.

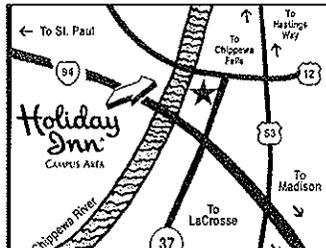
Crowne Plaza, Madison



Liberty Hall/Hilton Garden, Kimberly



Holiday Inn - Campus, Eau Claire



NEW Officials Workshops

At Three Locations

- ◆ Madison
- ◆ Kimberly
- ◆ Eau Claire

Agenda

2013 New Municipal Officials Workshops Registration

8:30 *Registration - Coffee*

9:00 **Welcome**
Dan Thompson, Executive Director, League of Wisconsin Municipalities

Framework of Wisconsin Local Government
Dan Thompson

Powers of City Councils and Village Boards
Claire Silverman, Legal Counsel, or Daniel Olson, Assistant Legal Counsel, League of Wisconsin Municipalities

Recognizing and Avoiding Conflicts of Interest
Claire Silverman, Legal Counsel, or Daniel Olson, Assistant Legal Counsel, League of Wisconsin Municipalities

10:45 *Break*

11:00 **Budgeting & Financial Oversight**
Tom Hoff, MBA, Financial Service Mgr., Eau Claire

Noon *Lunch (included)*

1:00 **Procedures for Local Government Meetings**
Larry Larmer, Professor Emeritus, Local Government Center, UW-Madison

2:15 *Break*

2:30 **Managing Public Works Activities**
Ben Jordan, Department of Engineering Professional Development, UW-Madison

Open Discussion

3:45 *Adjournment*

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

- Madison, Crowne Plaza Hotel, May 10, 2013
- Kimberly, Liberty Hall/Hilton Garden, June 7, 2013
- Eau Claire, Holiday Inn Campus, 2703 Craig Rd., June 14, 2013

Name (please type or print)	Position
_____	_____
_____	_____
_____	_____

Contact Person _____ (for questions regarding this registration)

Address _____ Municipality _____

Zip _____ E-mail _____

Payment Method
 Credit Card or Check

Card type _____
 (Master Card, Visa, or Discover)

Number _____ Exp _____ Vcode _____

Name on Card _____

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

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

Registration fees, less the \$10 processing fee, are refundable if the League receives the cancellation not later than three days before the institute. Refunds are not available for cancellations made within three days of the institute.

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

2013 REGIONAL DINNER MEETINGS

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

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

Darlington
May 2

Pewaukee
May 9

Stevens Point
May 16

Lake Delton
May 23

Green Bay
June 6

Eau Claire
June 13

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



2013

REGIONAL DINNER MEETINGS

At Six Locations

- ◆ Darlington
- ◆ Pewaukee
- ◆ Stevens Point
- ◆ Lake Delton
- ◆ Green Bay
- ◆ Eau Claire

LOCATIONS

2013 Regional Dinner Meeting Registration

May 2
Darlington
The Bridges Restaurant
201 Christensen Dr. (Super 8)

May 9
Pewaukee
Country Springs Hotel
2810 Golf Rd.

May 16
Stevens Point
Holiday Inn
1001 Amber Ave.

May 23
Lake Delton
Kalahari Resort
1305 Kalahari Dr.

June 6
Green Bay
Stadium View Restaurant
1963 Holmgren Way

June 13
Eau Claire
Holiday Inn Campus
2703 Craig Rd.

Please make the following reservation for the Regional Dinner Meetings

- Darlington, May 2, 2013
- Lake Delton, May 23, 2013
- Pewaukee, May 9, 2013
- Green Bay, June 6, 2013
- Stevens Point, May 16, 2013
- Eau Claire, June 13, 2013

Name (please type or print)	Position
_____	_____
_____	_____
_____	_____
_____	_____

Contact Person _____ (for questions regarding this registration)

Address _____ Municipality _____

Zip _____ E-mail _____

Payment Method

Credit Card or Check Card type _____
(Master Card, Visa, or Discover)

Number _____ Exp _____ Vcode _____

Name on Card _____

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

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

Registration fees, less the \$10 processing fee, are refundable if the League receives the cancellation not later than three days before the dinner. Refunds are not available for cancellations made within three days of the dinner.

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

