

# VILLAGE OF JOHNSON CREEK

## MEETING NOTICE

125 Depot Street, Johnson Creek, WI

### Agenda

**Village Board**  
**May 23, 2016**  
**Village Hall**  
**5:30 p.m.**

1. Call to order - roll call
2. Pledge of Allegiance
3. Statement of Public Notice
4. Approve Finance Report - *pgs 1-23*
5. Ambulance/Fire-EMS, Building Inspector, Police - *For Information Only - pgs 24-27*
6. Department Schedules/Reports
7. Public Comment (limited to two minutes per person on agenda items only)
8. Notices and Discussion - *pgs 28-38*
9. Committee/Commission Reports
  - A. Committee of the Whole Meeting Minutes of May 9, 2016 - *for Information Only - pgs 39-41*
  - B. Plan Commission Minutes of May 9, 2016 - *for Information Only - pgs 42-43*
  - C. Joint Recreation Committee Meeting Minutes March 10 and May 12, 2016 - *for Information Only - pgs 44-47*
  - D. Tourism and Promotion Commission Minutes of May 2, 2016 - *for Information Only - pgs 48-49*
10. Interviews - Trustee Applicants - *pgs 50-53*
11. Election of Trustee to fill the unexpired term of Kelly Wollschlager, expiring April 17, 2018
12. Swearing in of New Trustee
13. Ordinance 08-16 Creating Section 150-2E (12) License to Sell Cider - *pg 54*
14. Ordinance 09-16 Re-Zoning from Planned Industrial (PI) to Planned Development (PD)/General Development Plan (GDP) for parcel: Lot 1, 28.8201 acres, of a CSM within the River Creek Centre subdivision located North of Resort Drive between Rainbow Lane and County Highway Y - *pgs 55-58*
15. **Consent Agenda - *may be approved with one motion***
  - A. Minutes:
    - I. Village Board April 25<sup>th</sup> - *pgs 59-63*
    - II. Special Village Board May 4<sup>th</sup> - *pg 64*
    - III. Special Village Board May 9<sup>th</sup> - *pg 65*
    - IV. Special Village Board May 12<sup>th</sup> - *pgs 66-68*
  - B. Plan Commission Recommendations:
    - I. Resolution 56-16 Revised Site Plan - Johnson Creek School District - 455 Aztalan St - *pgs 69-78*
  - C. Recommendation from Committee of Whole:
    - I. Refunding Comfort Suites Class B Reserve License Fees - *pg 40 (Minutes)*
    - II. Village Hall, Library, Fire Department parking lots - Scott Construction - *pg 41 (Minutes)*
    - III. Curb Cut at Village Hall less than 8% per Governmental Accountability Board - *pg 41 (Minutes)*
    - IV. Reduction of Speed Limit on Aztalan St. to 35mp in front of new JC Schools - *pg 40 (Minutes)*
  - D. Resolution 51-16 Petition for 2017 County Highway Aid - *pgs 79-82*
  - E. Resolution 52-16 Beer, Liquor Combination Licenses 2016-2017 - *pg 83*
  - E. Resolution 53-16 Cigarette, Amusement & Operators Licenses 2016-2017 - *pgs 84-85*
  - F. Resolution 54-16 Cabaret License-The Gobbler Theater, LLC 350 N. Watertown St - *pgs 86-87*
  - G. Resolution 55-16 Mobile Home Community Licenses 2016-2017 - *pg 88*
16. Discussion/Recommendation Public Administration Associates LLC - *pgs 89-91*
17. Discussion/Recommendation Jefferson County Soccer League
18. Discussion/Recommendation Crosswalk Improvements to Aztalan St. - *pgs 92-93*
19. Discussion/Recommendation Centennial Park - Parking Lot - *pgs 94-95*
20. Discussion/Recommendation Proposal for the Intersection County Trunk Y and River Rd - *pgs 95-97*
21. Discussion/Recommendation MSA Site Study Bell Park - *pg 98*
22. Discussion/Recommendation Ballfield Maintenance from Joint Recreation Committee - *pg 99*
23. Discussion/Recommendation Developers Agreement and Option to Purchase - North Resort Drive, LLC and BBC Land Ventures, LLC - *pgs 100-115*
24. Convene into Closed Session (*Pursuant to Wisconsin Statutes §§19.85(1)(c) considering compensation over which the governmental body has jurisdiction or exercises responsibility Village Clerk/Deputy Clerk.*)
25. Reconvene into Open Session
26. Action from Closed Session
27. Upcoming Meetings
  - A. Board of Review - June 13, 2016 - 4:00 p.m.
  - B. Plan Commission - June 13, 2016 - 5:00 p.m.
  - C. Committee of the Whole - June 13, 2016 - 5:30 p.m.
  - D. Village Board - June 27, 2016 - 5:30 p.m.
28. Adjourn

Agenda Posting Information	
Date	
Time	a.m. / p.m.
Initials	

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

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

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Check Register Report

Date: 05/13/2016

Time: 11:08 AM

Village of Johnson Creek

BANK:

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>							
37031	04/26/2016	Reconciled		JEFF REG	JEFFERSON CTY REGISTER OF	CSM SERENITY CT-RES 36-16	30.00
37032	05/06/2016	Printed		WI - SCTF1	WI SCTF	PIN# 3391640 CHILD SUPPORT	197.47
37033		Void	05/11/2016				0.00
37034	05/10/2016	Printed		JC POST OF	JOHNSON CREEK POST OFFICE	WATER/SEWER BILLS	371.96
37035	05/13/2016	Printed		APHE, LLC	APHE, LLC	CPR CARDS AND TEXT BOOKS	140.00
37036	05/13/2016	Printed		ASSOC APP	ASSOCIATED APPRAISAL	APRIL 2016 ASSESSING FEES	1,426.06
37037	05/13/2016	Printed		AUMANN'S	AUMANN'S SERVICE INC.	NEW MIRROR FOR SQUAD-PD	140.00
37038	05/13/2016	Printed		B-TEK	B-TEK ENTERPRISES, LLC	KERIO EMAIL ADD'L 5 USERS	124.88
37039	05/13/2016	Printed		BEACON ATH	BEACON ATHLETICS	LOC BALLFIELD BASE ANCHORS-DPW	97.44
37040	05/13/2016	Printed		BEERB	ZONA BEERBOHM	APRIL VH,LIB,FIRE CLEAN&CC	542.50
37041	05/13/2016	Printed		BENDLIN	BENDLIN FIRE EQUIPMENT, INC	HOSE, SUPPLIES-FD	372.26
37042	05/13/2016	Printed		BERTS TIRE	BERTS TIRE SERVICE LLC	TIRE REPAIR LAWN MOWER-WWTP	25.00
37043	05/13/2016	Printed		BOUND TO S	BOUND TO STAY BOUND BOOKS,	CHILDREN BOOKS-LIB	92.55
37044	05/13/2016	Printed		BUZZFEST	BUZZFEST	2ND INSTALLMENT-TOURISM	1,125.00
37045	05/13/2016	Printed		CARD	CARD SERVICE CENTER	ANNUAL MEETING GATHERING	184.35
37046	05/13/2016	Printed		CARD	CARD SERVICE CENTER	FIRE/EMS MONTHLY SOFTWARE	19.00
37047	05/13/2016	Printed		CARD	CARD SERVICE CENTER	JACKETS, FD LAPTOP MOUSE,	305.97
37048	05/13/2016	Printed		CARD	CARD SERVICE CENTER	OIL, FLAGS, ARBOR DAY TREE-DPW	536.33
37049	05/13/2016	Printed		CHARTER	CHARTER COMMUNICATIONS	INTERNET/CABLE- EMS HOUSE	137.00
37050	05/13/2016	Printed		CLASS C	CLASS C SOLUTIONS GROUP	BOLTS, MISC NUTS- DPW	10.81
37051	05/13/2016	Printed		CRAMER, MU	CRAMER, MULTHAUF & HAMMES,	TR VAC, TOURISM, BBC	9,752.50
37052	05/13/2016	Printed		CTW CORP	CTW CORPORATION	ANNUAL SERVICE PUMPS 2 & 3	614.00
37053	05/13/2016	Printed		CULLIGAN	CULLIGAN WATER	LAB GRADE WATER- WWTP	20.00
37054	05/13/2016	Printed		DAWN HAINE	DAWN M. HAINES	CLEANING - APRIL - PD	160.00
37055	05/13/2016	Printed		DEPPE	JAY DEPPE	COURSE REIMBURSEMENT- EMS	262.00
37056	05/13/2016	Printed		DETTMANN D	DETTMANN DAIRY FARM	SLUDGE SPREADING- WWTP	1,849.50
37057	05/13/2016	Printed		EMER. MED.	EMERGENCY MEDICAL	MEDICAL SUPPLIES- EMS	767.34
37058	05/13/2016	Printed		ENVIRO SPE	ENVIRONMENTAL SPECIALISTS	BELL, FIREMANS PORTA POT RENTAL	160.00
37059	05/13/2016	Printed		FIRST SUPP	FIRST SUPPLY MADISON	REPLACEMENT H2O PIPE - H2O	345.25
37060	05/13/2016	Printed		GALE	GALE	LARGE PRINT BOOKS-LIB	141.50
37061	05/13/2016	Printed		GALL'S INC	GALLS, AN ARAMARK COMPANY	BARRIER TAPE- PD	51.82
37062	05/13/2016	Printed		GENERAL CO	GENERAL COMMUNICATIONS,	SQUAD PROTECTIVE EQUIP- PD	2,778.91
37063	05/13/2016	Printed		GFC	GFC LEASING WI	COPIER -VH, PD, MAY JUNE LEASE	535.78
37064	05/13/2016	Printed		GFC	GFC LEASING WI	COPIER LEASE- LIBRARY	129.84
37065	05/13/2016	Printed		INGRAM	INGRAM BOOK CO	BOOKS- LIBRARY	616.95
37066	05/13/2016	Printed		JC WATER/S	JC WATER AND SEWER	VILLAGE DEPARTMENT WATER BILLS	984.09
37067	05/13/2016	Printed		JEFF HIGHW	JEFFERSON CTY HIGHWAY	2017 HIGHWAY AID-RES 53-16	2,132.00
37068	05/13/2016	Printed		JEFF TREAS	JEFFERSON CTY TREASURERS	DOG LICENSE MAY 2016	313.25
37069	05/13/2016	Printed		JEFFERSONF	JEFFERSON FIRE & SAFETY, INC	THERMAL CAMERA- FD	6,693.00
37070	05/13/2016	Printed		JOHNS DISP	JOHN'S DISPOSAL SERVICE,INC	942 RECYCLE 942 GARBAGE -APRIL	13,847.40
37071	05/13/2016	Printed		JOHNS FIRE	JOHN'S FIRE PROTECTION, LLC	ANNUAL FIRE EXTINGUISHER-PD	382.21
37072	05/13/2016	Printed		JOHNSON BL	JOHNSON BLOCK COMPANY, INC	1ST 2015 AUDIT THRU 3/31/2016	12,600.00
37073	05/13/2016	Printed		JC POST OF	JOHNSON CREEK POST OFFICE	WATER/SEWER MAILING PERMIT	215.00
37075	05/13/2016	Printed		JOHNSRUD	MARK JOHNSRUD	LWMMI CONFERENCE-MILEAGE	96.77
37076	05/13/2016	Printed		JONAS OFFI	JONAS OFFICE EQUIPMENT	OFFICE SUPPLIES - LIB, FD, VH	273.78
37077	05/13/2016	Printed		KING	KING LUMINAIRE CO INC	STREET LIGHT- DPW	815.00
37078	05/13/2016	Printed		KWIK TRIP	KWIK TRIP	VILLAGE FUEL PURCHASES-APRIL	728.21
37079	05/13/2016	Printed		LANGE ENT	LANGE ENTERPRISES, INC.	STREET SIGN- DPW	43.79
37080	05/13/2016	Printed		LARK	LARK UNIFORM,INC.	CLOTHING ALLOWANCE- PD	127.85
37081	05/13/2016	Printed		LEAGUE OF	LEAGUE OF WIS. MUNICIPALITI	2016 WIS CTFO REGISTRATION-DEP	105.00
37082	05/13/2016	Printed		LEAGUE OF	LEAGUE OF WIS. MUNICIPALITI	WOLLIN TRUSTEE TRAINING	70.00
37083	05/13/2016	Printed		MARIS ASSO	MARIS DAMBEKALN	BOOKS - LIBRARY	87.03
37084	05/13/2016	Void	05/13/2016				0.00
37085	05/13/2016	Printed		MENARDS	MENARDS	SUPPLIES-EMS, WWTP, FD, DPW	1,030.45
37086	05/13/2016	Printed		MICROMARK	MICROMARKETING LLC	LARGE PRINT BOOKS- LIBRARY	69.60
37087	05/13/2016	Printed		MID-STATE	MID-STATE EQUIPMENT	SKIDSTEER RES 34-16	39,948.00
37088	05/13/2016	Printed		MIDWEST EL	MIDWEST ELECTRIC	REPAIR DOOR LOCK- PD	85.00
37089	05/13/2016	Printed		MINNESOTA	MINNESOTA LIFE	LIFE INS- JUNE	632.10
37090	05/13/2016	Printed		MOTION	MOTION INDUSTRIES, INC	BEARING FOR RBC-EMERG REPAIR	3,201.98
37091	05/13/2016	Printed		MSA PROFES	MSA PROFESSIONALSERVICES	TRAFFIC STUDY,WWTP PLAN,CTY Y	16,783.17
37092	05/13/2016	Printed		NAPA	NAPA AUTO PARTS	EXHAUST CLAMP # 27-FD	10.79
37093	05/13/2016	Printed		NATIONAL P	NATIONAL PEN COMPANY, LLC	PROMOTIONAL PENS- LIBRARY	48.95
37094	05/13/2016	Printed		NORTH CENT	NORTH CENTRAL LAB INC	LAB SUPPLIES - WWTP	597.82
37095	05/13/2016	Printed		NORTHERN L	NORTHERN LAKE SERVICE INC	BACTERIA TESTING- H2O	60.00

Check Register Report

Date: 05/13/2016  
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Village of Johnson Creek

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>							
37074	05/13/2016	Printed		JC PUB SCH	JOHNSON CREEK PUBLIC	APRIL MOBILE HOME TAX	1,763.97
37096	05/13/2016	Printed		NOTARY REC	NOTARY RECORDS SECTION	NOTARY RENEWAL -PD	20.00
37097	05/13/2016	Printed		PINE CONE	PINE CONE TRAVEL PLAZA	VILLAGE FUEL PURCHASES- APRIL	1,147.41
37098	05/13/2016	Printed		QUILL CORP	QUILL CORPORATION	TONER- LIBRARY	357.94
37099	05/13/2016	Printed		R&R INS	R&R INSURANCE SERVICES, INC.	WORKMANS COMP/GEN LIAB	15,686.00
37100	05/13/2016	Printed		RAY OHERRO	RAY O'HERRON CO., INC.	BODY VEST- BULLET PROOF-PD	614.10
37101	05/13/2016	Printed		RELIANCE L	RELIANCE, LLC	REFUND RESERVE LIC,COMFORT S	10,000.00
37102	05/13/2016	Printed		RENNERT	RENNERT'S FIRE EQUIPMENT	SWITCH FOR EMERG LIGHTS # 23	21.50
37103	05/13/2016	Printed		RIVER CITY	RIVER CITY TRUCK REPAIR, INC	TRUCK 12 REPAIRS- DPW	991.42
37104	05/13/2016	Printed		SAFETY FIR	SAFETY FIRST INC	AIR PUMP REPAIR- FD	354.09
37105	05/13/2016	Printed		SCHNEIDER	SCHNEIDER PRINTING, INC.	RUMMAGE MAPS 2016/CARDS H20	215.00
37106	05/13/2016	Printed		SHERWIN IN	SHERWIN INDUSTRIES, INC.	RES. 32-16 CRACK FILLING TAR- DPW	18,356.12
37107	05/13/2016	Printed		STEVE'S CA	STEVE'S CAR-TRUCK SERVICE,	SERVICE WORK ON #703- EMS	220.70
37108	05/13/2016	Printed		STREICHERS	STREICHER'S	CLOTHING ALLOWANCE- PD	125.99
37109	05/13/2016	Printed		TDS	TDS	PHONES- WWTP, DPW, VH, FD, PD LIB	865.46
37110	05/13/2016	Printed		TEREX	TEREX UTILITIES, INC	BUCKET TRUCK REPAIRS- DPW	1,326.03
37111	05/13/2016	Printed		7613	TOWN & COUNTRY	WATER MAIN BREAK RES 49-16	5,149.30
37112	05/13/2016	Printed		UPSTART	UPSTART	SUMMER LIBRARY PROG SUPPLIES	350.72
37113	05/13/2016	Printed		US CELL	US CELLULAR	CELL PHONES/HOTSPOTS	438.46
37114	05/13/2016	Printed		USA BLUEBK	USA BLUEBOOK	HYDRANT FLUSHING SUPPLIES-H20	343.38
37115	05/13/2016	Printed		VANDEWALLE	VANDEWALLE & ASSOCIATES,	COMP PLAN, BRIOHN	3,253.85
37116	05/13/2016	Printed		VON RU	VON RUEDEN ANNIE	REIMBURSEMNET LUNCH - CLASS	9.00
37117	05/13/2016	Printed		W.S. DARLE	W.S. DARLEY	GATE VALVE- FD	313.49
37118	05/13/2016	Printed		WATER ACE	WATERTOWN ACE HARDWARE	WEED EATER PARTS- DPW	66.43
37119	05/13/2016	Printed		WATERTOWN	WATERTOWN DAILY TIMES INC	BOR, TRUSTEE, ANNEX, REZONE	985.55
37120	05/13/2016	Printed		WBI	WBI - MANEY - MILLER	PERMITS- APRIL	6,848.12
37121	05/13/2016	Printed		WE ENERGIE	WE ENERGIES	ST LIGHTS, FD, VH, CC, DPW, WWTP	19,663.97
37122	05/13/2016	Printed		WI - SCTF1	WI SCTF	PIN # 3391640 CHILD SUPPORT	197.47
37123	05/13/2016	Printed		WI - SCTF1	WI SCTF	PIN# 3391640 CHILD SUPPORT	197.47
37124	05/13/2016	Printed		WI JUSTICE	WI DEPT. OF JUSTICE	BACK GROUND CHECKS - APRIL	49.00
37125	05/13/2016	Printed		ZUERNIS	ZUERNIS	EDEN ST STEPS SUPPLIES	1,166.40

**Total Checks: 95** **Checks Total (excluding void checks): 217,144.55**

**Total Payments: 95** **Bank Total (excluding void checks): 217,144.55**

WATER	\$14,401.79
SEWER	\$67,788.16
TIF#2	\$2,097.60
TIF #3	\$21,693.56
LIBRARY	\$2,604.44
RM TAX	\$1,125.00
FIRE	\$9,799.02
EMS	\$2,996.96
CAP IMP	\$23,758.35
GENERAL	\$70,879.67
<b>TOTAL</b>	<b>\$217,144.55</b>

**Total Payments: 95** **Grand Total (excluding void checks): 217,144.55**

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

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

Check Register Report

Date: 05/17/2016

Time: 11:14 AM

Page: 1

Village of Johnson Creek

BANK:

Check Number	Check Date	Void/ Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>						
37126	05/17/2016	Printed	A ONE JAN	A ONE JANITORIAL	LIFT STATION CLEANER- WWTP	346.23
37127	05/17/2016	Printed	AIRGAS	AIRGAS USA, LLC	OXYGEN TANK RENTAL- EMS	165.33
37128	05/17/2016	Printed	DELTA DEN	DELTA DENTAL OF WISCONSIN	DENTAL INS- JUNE	1,424.90
37129	05/17/2016	Printed	GENERAL CO	GENERAL COMMUNICATIONS,	EQUIP FOR NEW SQUAD- PD	789.75
37130	05/17/2016	Printed	HD SUPP	HD SUPPLY WATERWORKS, LTD.	H20 METERS- H20	932.00
37131	05/17/2016	Printed	J & L TIRE	J & L TIRE INC.	TIRES/TIE RODS- TAHOE- PD	911.23
37132	05/17/2016	Printed	JAECKEL BR	JAECKEL BROS.INC	EMERG REPAIR-COM CENTER- H20	1,468.20
37133	05/17/2016	Printed	JEFF CLERK	JEFFERSON COUNTY CLERK	ELECTION pub, program- 4/5/2016	215.76
37134	05/17/2016	Printed	JOHNS FIRE	JOHN'S FIRE PROTECTION, LLC	ANNUAL FIRE EXTING INSPECT-DPW	269.98
37135	05/17/2016	Printed	JOHNSON BL	JOHNSON BLOCK COMPANY, INC	#2 AND #3 TIF ANNUAL REPORTS	700.00
37136	05/17/2016	Printed	JOHNSON DA	DAN JOHNSON	CLOTHING ALLOWANCE- PD	63.29
37137	05/17/2016	Printed	KAESTNER	KAESTNER AUTO ELECTRIC CO	GARAGE FLAG POLE- DPW	161.99
37138	05/17/2016	Printed	L.W. ALLEN	L.W. ALLEN, LLC.	LIFT STATION PUMPS-RES 35.16	24,372.24
37139	05/17/2016	Printed	LANGE ENT	LANGE ENTERPRISES, INC.	STREET SIGNS- DPW	194.41
37140	05/17/2016	Printed	MANESIS &	MANESIS & ASSOCIATES, LLC	350 N WATERTOWN-BOND REFUND	4,750.00
37141	05/17/2016	Printed	MENARDS	MENARDS	TOOLS, BATTERIES - WWTP, VH	170.56
37142	05/17/2016	Printed	NORTHERN L	NORTHERN LAKE SERVICE INC	SLUDGE TESTING- WWTP	747.60
37143	05/17/2016	Printed	PITNEY BO	PITNEY BOWES	POSTAGE MACHINE LEASE	172.44
37144	05/17/2016	Printed	QUILL CORP	QUILL CORPORATION	PRINTER, OFFICE SUPPLIES- PD	200.97
37145	05/17/2016	Printed	REYNOLDS	REYNOLDS HEATING	DUCT WORK GARAGE	361.76
37146	05/17/2016	Printed	SCHROEDER	SCHROEDER'S STANDARD	TAHOE OIL CHANGE AND MAINT- PD	52.35
37147	05/17/2016	Printed	SWEEP ALL	SWEEP ALL	STREET SWEEPING	2,775.00
37148	05/17/2016	Printed	UNITED IND	UNITED INDUSTRIAL	REPAIRS TO SLUDGE PRESS- WWTP	767.40
37149	05/17/2016	Printed	USA BLUEBK	USA BLUEBOOK	PRESSURE SENSOR-EMERG REPAIR	1,338.10
37150	05/17/2016	Printed	VILL OF JC	VILLAGE OF JOHNSON CREEK	ACCOUNT TRANSFER	100,000.00

**Total Checks: 25** **Checks Total (excluding void checks): 143,351.49**

**Total Payments: 25** **Bank Total (excluding void checks): 143,351.49**

**Total Payments: 25** **Grand Total (excluding void checks): 143,351.49**

WATER	\$2,704.18
SEWER	\$24,372.24
TIF#2	\$470.04
TIF #3	\$350.00
LIBRARY	\$118.35
RM TAX	\$0.00
FIRE	\$148.06
EMS	\$165.33
CAP IMP	\$789.75
GENERAL	\$114,233.54
<b>TOTAL</b>	<b>\$143,351.49</b>

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

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

## RESTRICTED, ASSIGNED & CASH ON HAND (BUDGET & DEBT PMT) 5/17/2016

<u>GENERAL FUND</u>	<u>Restricted/Assigned</u>	<u>Cash for Budget/Debt</u>
Checking , Payroll , Money Market (Remaining Expenditures: \$1,496,514.57)		\$829,130.30
EMS -FAP Funds (Restricted Use)	\$4,952.39	
Temp Acct Tax Collections (some funds for other jurisdictions)		\$3,165.69
Tree Fee Account	\$22,367.44	
Impact Fee Account (Parks Share and Public Works Share)	\$84,959.52	
West Side Street & Utility Improvement Fees	\$43,349.40	
	<b>\$155,628.75</b>	<b>\$832,295.99</b>
	<u>Restricted</u>	<u>Cash for Budget/Debt</u>
Checking, Money Market (Remaining Expenditures: \$447,393.20)		\$846,180.64
Depreciation Equipment Fund	\$186,768.62	
	<b>\$186,768.62</b>	<b>\$846,180.64</b>
	<u>Restricted/Assigned</u>	<u>Cash for Budget/Debt</u>
Checking, Money Market (Remaining Expenditures: \$423,908.73)		\$652,618.51
Assigned Account - Future WWTP	\$520,879.03	
Depreciation Equipment Fund	\$552,059.24	
	<b>\$1,072,938.27</b>	<b>\$652,618.51</b>
	<u>Restricted</u>	<u>Cash for Budget/Debt</u>
Checking, Money Market (Remaining Expenditures: \$1,092,339.29)		\$1,655,414.39
Bond Reserve/Redemption (held by Associated Trust)	\$821,011.79	
	<b>\$821,011.79</b>	<b>\$1,655,414.39</b>
	<u>Restricted</u>	<u>Cash for Budget/Debt</u>
Checking, Money Market (Remaining Expenditures: \$1,254,156.92)		\$2,863,167.04
Bond Reserve/Redemption (held by Associated Trust)	\$668,699.72	
	<b>\$668,699.72</b>	<b>\$2,863,167.04</b>
	<u>Assigned</u>	<u>Cash for Budget/Debt</u>
Checking (Remaining Expenditures: \$137,531.01)		\$81,018.83
Assigned Account	\$16,671.67	
Trust Account	\$24,218.26	
	<b>\$40,889.93</b>	<b>\$81,018.83</b>
	<u>Assigned</u>	<u>Cash for Budget/Debt</u>
Checking (Remaining Expenditures: \$69,206.95)		
	\$16,441.04	
	<b>\$16,441.04</b>	
	<u>Restricted/Assigned</u>	<u>Cash for Budget/Debt</u>
Checking, Money Market (Remaining Expenditures: \$422,123.93)		\$53,426.12
GO Bond Proceeds (Borrowed for property purchase)	\$228,962.76	
Assigned Account	\$10,218.55	
Impact Fee Account (Fire-EMS Share)	\$0.00	
	<b>\$239,181.31</b>	<b>\$53,426.12</b>
	<u>Restricted/Assigned</u>	<u>Cash for Budget/Debt</u>
Checking, Money Market (Remaining Expenditures: \$544,038.64)		\$0.00
G.O. Bond Proceeds	\$9,504.90	
Assigned Account	\$60,571.72	
	<b>\$70,076.62</b>	<b>\$0.00</b>
	<u>Restricted/Assigned</u>	<u>Cash for Budget/Debt</u>
<b>RESTRICTED, ASSIGNED &amp; CASH ON HAND (BUDGET &amp; DEBT PMT) 5/17/2016</b>	<b>\$3,271,636.05</b>	<b>\$6,984,121.52</b>

### BANK TOTALS

Premier Bank (Checking, Money Market)	\$103,077.12
Badger Bank (Checking, Money Market, CD's)	\$2,978,983.47
Local Government Investment Pool (LGIP)	\$0.00
Bank of Lake Mills (Money Market)	\$3,996,560.65
Landmark Credit Union (CD)	\$250,000.00
Summit Credit Union (Money Market)	\$237,996.98
Fort Community Credit Union (Money Market)	\$242,281.02
Partnership Bank (Money Market)	\$559,260.37
Greenwoods State Bank (Money Market)	\$397,886.45
Associated Trust (Bond Reserve)	\$1,489,711.51

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

<b>GENERAL ASSIGNED FUNDS UPDATE</b>				
Category	Balance	Remaining 2016 Expenditures	Projected Remainder	Description of Expenditures
Ambulance	\$4,808.92	\$0.00	\$4,808.92	
Community Center	\$0.00	\$10,000.00	-\$10,000.00	Tables & Chairs
CIS/Computers	\$4,676.66	\$24,500.00	-\$19,823.34	Software Upgrades/Community Survey/Equipment Replacement/Comprehensive Plan Update
DPW Projects	\$339.01	\$0.00	\$339.01	Blower-Crackfilling/Mower/
Municipal Building Repair	\$9,926.12	\$0.00	\$9,926.12	
Parks	\$18,065.47	\$0.00	\$18,065.47	
Police	-\$402.36	\$43,483.90	-\$43,886.26	Tactical Equipment/Computer & Dictaphone
Streets/St Light	-\$2,895.65	\$16,490.00	-\$19,385.65	Street Lighting Repair/Replacements/Street & Curb Painting
2014 Fund Balance	\$30,406.58	\$0.00	\$30,406.58	
<b>Totals:</b>	<b>\$64,924.75</b>	<b>\$94,473.90</b>	<b>-\$29,549.14</b>	

<b>FIRE/AMBULANCE ASSIGNED FUNDS UPDATE</b>				
	Balance	Remaining 2016 Expenditures	Projected Remainder	Description of Expenditures
<b>Fire/Ambulance Assigned Funds</b>	\$10,218.55	\$0.00	\$10,218.55	2016 projects are budgeted to be GO Debt

The General Assigned Fund shows a negative balance for the projected remainder as funds were used in 2015 to pay for projects that will be GO Debt. Once the money is borrowed the cash account will be reimbursed.

5/17/2016 Updated

### Impact Fee Report

Category	Balance (includes interest earned)	Remaining 2016 Expenditures	Projected Balance	2016 Expenditures	Projects per 2004 Impact Fee Study (Project Costs/Related Debt)
Public Safety	\$0.00	\$0.00	\$0.00		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	\$27,643.07	(\$4,095.00)	\$23,548.07	Debt Payments	Any collected goes to debt for 2005 \$1.925M GO Bonds
Public Works	\$57,316.45	\$0.00	\$57,316.45		Streetscape, Shoreline Restoration, Relocate Brush/Compost
<b>Total Impact Fees:</b>	<b>\$84,959.52</b>	<b>(\$4,095.00)</b>	<b>\$80,864.52</b>		
<b>West Side Street/Utility Fee</b>	<b>\$43,349.40</b>	<b>\$0.00</b>	<b>\$43,349.40</b>		Reconstruct Midge, West (Union to new subdivisions), Connector Streets (Hwy B to Chapel Hill and E/W Connector)
<b>Total Account:</b>	<b>\$128,308.92</b>	<b>(\$4,095.00)</b>	<b>\$124,213.92</b>		

6

NOTES:  
Includes Fees Paid as of: 5/17/2016

# ROOM TAX COLLECTION & DISTRIBUTION SUMMARY

Collections				
Tax Year	Village Tourism 70%	Interest	Parks 30%	Tax Collected
Previous Balance	\$9,987.56	0	0	\$9,987.56
2016	\$13,688.86	\$14.62	\$5,866.65	\$19,555.51
<b>Collected:</b>	<b>\$23,676.42</b>	<b>\$14.62</b>	<b>\$5,866.65</b>	<b>\$29,543.07</b>
Expenditures				
Tax Year	Tourism	Parks		Expenditures
2016	\$7,250.00	\$5,866.65		\$13,116.65
<b>Expended:</b>	<b>\$7,250.00</b>	<b>\$5,866.65</b>		<b>\$13,116.65</b>
Remaining Funds in Account				
Tourism Commission				Total Balance
<b>Balances:</b>	<b>\$16,441.04</b>	<b>\$0.00</b>		<b>\$16,441.04</b>

5/17/2016 Updated

2016 Expenditure Detail:		
	Tourism	Parks
Repay General for Centennial Pavilion (2016 tax)		
Fireman's Festival	\$2,500.00	
Robs Performance	\$2,500.00	
Buzzfest 1st Installment	\$1,125.00	
Buzzfest 2nd Installment	\$1,125.00	
<b>Total 2016 Expenditures:</b>	<b>\$7,250.00</b>	<b>\$5,866.65</b>



**RECEIVED**

**Village of Johnson Creek, WI**

**CLIENT LIAISON:**

APR 27 2016

Kevin Lord, P.E., P.L.S.  
Phone: (800) 446-0679  
Cell: (608) 712-2563  
klord@msa-ps.com

**DATE:**

April 21, 2016

**SERVICE DATES:**

March 13, 2016 – April 16, 2016

**R05114008 – VILLAGE OF JOHNSON CREEK TREATMENT PLANT FACILITY PLAN**

MSA has submitted the effluent limits request to the DNR. The DNR will provide us with updated effluent limits based on the 20-year projected loadings. The next phase will be to begin a summary evaluation of the unit processes at the treatment plant. In addition, we will also compile a list of suggested technologies and manufacturers for the Village to consider for upgrades.

**R05114017 – VILLAGE OF JOHNSON CREEK 2013-2016 GENERAL ENGINEERING**

**PHASE 100 – GENERAL MUNICIPAL**

Kevin Lord reviewed a proposal from a builder to raise the foundation elevation of Lot 56 within Chapel Hill subdivision by 1'. Some concerns for the property downhill from the revised elevation came up which the builder addressed and the request was approved.

**PHASE 175 – JC SCHOOL SITE PLAN REVIEW**

At the request of Mr. Garvey, Kevin Lord and Erik Sorensen met with school staff and Mark Johnsrud on March 15, 2016. The meeting was being requested by Mr. Garvey in respect to discussing a sidewalk connection along CTH B from Stonefield Drive westerly to access the school site. The school district requested a proposal from MSA with respect to the engineering and permitting associated with the sidewalk project. MSA followed up with Mr. Garvey with a proposal itemizing the needs of the project as we reviewed.

**PHASE 270 – NORTH RESORT DRIVE LLC SITE REVIEW**

Kevin Lord and Erik Sorensen reviewed site plan drawings and storm water plans for a proposed building to be located on the northerly side of Resort Drive. The site is planned to be developed in phases and MSA was reviewing the stormwater improvements were appropriate for the future phases and not just the immediate need. Site layout and utility comments were sent to the Developer to address. The developers set up a conference call on April 5 to go over the necessary permitting and site approvals in order to determine when construction could begin. Kevin Lord attended the Plan Commission and Village Board meeting on April 11, 2016 for approval of these documents subject to our comments.

**R05114027 – VILLAGE OF JOHNSON CREEK WRIGHT ROAD STORM WATER PLAN BIDDING & CONSTRUCTION**

Kevin Lord met with the Contractor on April 6, 2016 and walked the site to go over grading revisions necessary for the site. Some settling has occurred throughout the winter and areas of the drainage ditch is holding water that will have to be graded and restored. The Contractor is aware of the issues and what is expected although has to wait for the ground to dry out in order for the work to be completed. The

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PROJECT UPDATE



PROFESSIONAL SERVICES

**PROJECT UPDATE**

erosion control measures will be removed during this time by the Contractor. Eric Sorensen reviewed the site when in the Village for a meeting and noted the downstream culvert under Wright Road had the outfall nearly plugged and the area should be cleaned. Water was currently backed up into the inlets within Wright Road and above the outlet pipes for the pond which was not letting the pond drain as designed.

**R05114031 – VILLAGE OF JOHNSON CREEK CTH Y INTERSECTION RECONSTRUCTIONS**

MSA staff prepared three general concepts of the CTH Y intersection and River Road showing truck movements within the intersection. MSA has contacted WE Energies and they are sending a field technician to the site in order to obtain an estimate for moving the poles and if this is an option the Village would consider.

A draft set of plans has been completed for the CTH Y and Resort Drive intersection which basically includes removing the existing curbed island, extending the concrete pavement into Resort Drive from where it stops to get past the turning movements and paving the remaining area where the island was removed. We are currently waiting the response on the cost from We Energies as it would be beneficial to bid out both the CTH Y intersection projects together.

**R05114032 – VILLAGE OF JOHNSON CREEK CENTENNIAL PARK PARKING LOT DESIGN**

The concept showing a one-way circulation within the parking lot was approved and MSA has begun to final design the parking lot. MSA has reviewed drainage and anticipates cutting down the area to allow for curb and gutter to meet the existing sidewalk and storage building grades. Lighting is being planned to utilize existing poles the Village has in stock and a lighting plan will be provided to verify it is compliant with the Village codes.



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REMIT TO:

MSA PROFESSIONAL SERVICES INC
PO Box 435
BARABOO WI 53913-0435

Village of Johnson Creek
125 Depot Street
PO Box 238
Johnson Creek, WI 53038

April 22, 2016
Project No: R05114008.0
Invoice No: 2
Project Manager: Gregory Gunderson
Client Liaison: Kevin Lord

Project R05114008.0 Village of Johnson Creek Treatment Plant Facility Plan
Professional Services from March 13, 2016 to April 16, 2016

Phase 100 Background Data
Task 101 Historical Loadings Update

Professional Personnel

Table with columns: Name, Hours, Amount. Rows: Castillo, Matthew (20.00), Gunderson, Gregory (3.00), Morrow, Patrick (.50), Weaver, William (15.75), Totals (39.25), Total Labor (4,252.50), Total this Task (4,252.50)

Task 102 Kickoff Meeting

Professional Personnel

Table with columns: Name, Hours, Amount. Rows: Gunderson, Gregory (4.00), Totals (4.00), Total Labor (476.00), Total this Task (\$476.00), Total this Phase (\$4,728.50)

Phase 200 Design Conditions

Task 201 Population Forecast

Professional Personnel

Table with columns: Name, Hours, Amount. Rows: Weaver, William (4.50), Totals (4.50), Total Labor (495.00), Total this Task (\$495.00)

Task 202 I/I Evaluation

Offices in Illinois, Iowa, Minnesota, and Wisconsin

For information, contact The Madison Office at: 608-242-7779 1-800-446-0679 Fax: 608-242-5664

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**Professional Personnel**

	<b>Hours</b>	<b>Amount</b>
Weaver, William	3.50	
Totals	3.50	
<b>Total Labor</b>		<b>385.00</b>
		<b>Total this Task \$385.00</b>
		<b>Total this Phase \$880.00</b>

-----  
Phase 400 Alternative Analysis  
-----  
Task 401 Alternative Screening

**Professional Personnel**

	<b>Hours</b>	<b>Amount</b>
Gunderson, Gregory	6.00	
Totals	6.00	
<b>Total Labor</b>		<b>714.00</b>
		<b>Total this Task \$714.00</b>
		<b>Total this Phase \$714.00</b>

-----  
Phase 500 Phosphorus Compliance Evaluation  
-----  
Task 503 Compliance Alternatives

**Professional Personnel**

	<b>Hours</b>	<b>Amount</b>
Weaver, William	2.75	
Totals	2.75	
<b>Total Labor</b>		<b>302.50</b>
		<b>Total this Task \$302.50</b>
		<b>Total this Phase \$302.50</b>

-----  
Phase 600 Final Report  
-----  
Task 601 Report Preparation

**Professional Personnel**

	<b>Hours</b>	<b>Amount</b>
Preskar, Deborah	1.00	
Totals	1.00	
<b>Total Labor</b>		<b>76.00</b>
		<b>Total this Task \$76.00</b>
		<b>Total this Phase \$76.00</b>

-----  
Phase 800 Administration  
-----  
Task 602 Client Meetings



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JCSchool, N. Resort Dr

REMIT TO: MSA PROFESSIONAL SERVICES INC PO Box 435 BARABOO WI 53913-0435

Village of Johnson Creek 125 Depot Street PO Box 238 Johnson Creek, WI 53038

April 22, 2016 Project No: R05114017.0 Invoice No: 36 Project Manager: Kevin Lord Client Liaison: Kevin Lord

Project R05114017.0 Village of Johnson Creek 2013 - 2016 General Engineering

Professional Services from March 13, 2016 to April 16, 2016

Phase 100 General Municipal Raise Foundation Lot 56 Chapel Hill Task 102 Correspondence

Professional Personnel

Table with columns: Name, Hours, Rate, Amount. Includes entries for Lord, Kevin and Totals for Labor and Task.

Phase 175 JC School Site Plan Review Task 176 Meetings

Professional Personnel

Table with columns: Name, Hours, Rate, Amount. Includes entries for Lord, Kevin, Sorensen, Erik and Totals for Labor.

Other Expenses

Table with columns: Expense, Amount. Includes Mileage entry and Totals for Task and Phase.

Phase 270 North Resort Drive LLC Site Review Task 271 Site Review

Offices in Illinois, Iowa, Minnesota, and Wisconsin

For information, Contact The Madison Office at: 608-242-7779 1-800-446-0679 Fax: 608-242-5664

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**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Lord, Kevin	7.25	90.00	652.50	
Sorensen, Erik	3.00	122.00	366.00	
Totals	10.25		1,018.50	
<b>Total Labor</b>				<b>1,018.50</b>

**Other Expenses**

Mileage	60.0 Miles @ 0.54	32.40	
<b>Total Other Expenses</b>		<b>32.40</b>	<b>32.40</b>

**Total this Task \$1,050.90**

**Total this Phase \$1,050.90**

**AMOUNT DUE THIS INVOICE \$1,642.30**



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APR 27 2016

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Interest at the rate of 1.5% per month on unpaid balance will be added to your next statement

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MSA PROFESSIONAL SERVICES INC  
PO Box 435  
BARABOO WI 53913-0435

Village of Johnson Creek  
125 Depot Street  
PO Box 238  
Johnson Creek, WI 53038

April 22, 2016

Project No: R05114027.0

Invoice No: 7

Project Manager: Kelsey Neddersen

Client Liaison: Kevin Lord

R05114027

Project R05114027.0

Village of Johnson Creek - Wright Road Storm Water Plan Bidding & Construction

**Professional Services from March 13, 2016 to April 16, 2016**

**Professional Personnel**

	Hours	Rate	Amount	
Lord, Kevin	2.00	90.00	180.00	
Sorensen, Erik	.50	122.00	61.00	
Totals	2.50		241.00	
<b>Total Labor</b>				<b>241.00</b>

**Other Expenses**

Mileage	60.0 Miles @ 0.54	32.40		
<b>Total Other Expenses</b>		<b>32.40</b>		<b>32.40</b>

**AMOUNT DUE THIS INVOICE \$273.40**

Offices in Illinois, Iowa, Minnesota, and Wisconsin

For Information, Contact The Madison Office at: 608-242-7779 1-800-446-0679 Fax: 608-242-5664



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APR 27 2016

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MSA PROFESSIONAL SERVICES INC  
PO Box 435  
BARABOO WI 53913-0435

Village of Johnson Creek  
125 Depot Street  
PO Box 238  
Johnson Creek, WI 53038

April 22, 2016  
Project No: R05114031.0  
Invoice No: 2  
Project Manager: Kelsey Nedderson  
Client Liaison: Kevin Lord

*R0512-16*

Project R05114031.0 Village of Johnson Creek - CTH Y Intersection Reconstructions  
**Professional Services from March 13, 2016 to April 16, 2016**

Phase 100 General Municipal  
Task 101 Project Management

**Professional Personnel**

	Hours	Rate	Amount
Lord, Kevin	1.00	90.00	90.00
Totals	1.00		90.00
<b>Total Labor</b>			<b>90.00</b>
<b>Total this Task</b>			<b>\$90.00</b>

Task 102 Correspondence  
**Professional Personnel**

	Hours	Rate	Amount
Nedderson, Kelsey	1.50	93.00	139.50
Totals	1.50		139.50
<b>Total Labor</b>			<b>139.50</b>
<b>Total this Task</b>			<b>\$139.50</b>

Task 103 Meetings  
**Professional Personnel**

	Hours	Rate	Amount
Lord, Kevin	.50	90.00	45.00
Totals	.50		45.00
<b>Total Labor</b>			<b>45.00</b>
<b>Total this Task</b>			<b>\$45.00</b>

Task 105 Drafting  
**Professional Personnel**

	Hours	Rate	Amount
Bongard, James	12.00	92.00	1,104.00
Totals	12.00		1,104.00
<b>Total Labor</b>			<b>1,104.00</b>

Offices in Illinois, Iowa, Minnesota, and Wisconsin

For information, contact The Madison Office at: 608-242-7779 1-800-446-0679 Fax: 608-242-5664

Project	R05114031.0	Village of Johnson Creek - CTH Y Interse	Invoice	2
			<b>Total this Task</b>	<b>\$1,104.00</b>
			<b>Total this Phase</b>	<b>\$1,378.50</b>
			<b>AMOUNT DUE THIS INVOICE</b>	<b>\$1,378.50</b>

Offices in Illinois, Iowa, Minnesota, and Wisconsin

For information, Contact The Madison Office at: 608-242-7779 1-800-446-0679 Fax: 608-242-5664





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BARABOO WI 53913-0435

10-541.100-540.100

Res 23-16

Village of Johnson Creek
125 Depot Street
PO Box 238
Johnson Creek, WI 53038

April 22, 2016
Project No: R05114032.0
Invoice No: 2
Project Manager: Kelsey Neddersen
Client Liaison: Kevin Lord

Project R05114032.0 Village of Johnson Creek - Centennial Park Parking Lot Design

Professional Services from March 13, 2016 to April 16, 2016

Phase 100 General Municipal
Task 101 Project Management

Professional Personnel

Table with 4 columns: Name, Hours, Rate, Amount. Includes entries for Lord, Kevin and Totals for Task 101.

Task 102 Correspondence

Professional Personnel

Table with 4 columns: Name, Hours, Rate, Amount. Includes entries for Porlier, Mark and Totals for Task 102.

Task 105 Drafting

Professional Personnel

Table with 4 columns: Name, Hours, Rate, Amount. Includes entries for Bongard, James and Neddersen, Kelsey, and Totals for Task 105.

Task 106 Plans

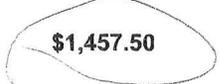
Offices in Illinois, Iowa, Minnesota, and Wisconsin

For information, contact The Madison Office at: 608-242-7779 1-800-446-0679 Fax: 608-242-5664

Handwritten signature

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Sorensen, Erik	1.50	122.00	183.00	
Totals	1.50		183.00	
<b>Total Labor</b>				<b>183.00</b>
		<b>Total this Task</b>		<b>\$183.00</b>
		<b>Total this Phase</b>		<b>\$1,457.50</b>
		<b>AMOUNT DUE THIS INVOICE</b>		<b>\$1,457.50</b>



Offices in Illinois, Iowa, Minnesota, and Wisconsin

For information, Contact The Madison Office at: 608-242-7779 1-800-446-0679 Fax: 608-242-5664

**Village of Johnson Creek, WI****CLIENT LIAISON:**

Kevin Lord, P.E., P.L.S.

Phone: (800) 446-0679

Cell: (608) 712-2563

klord@msa-ps.com

**DATE:**

February 18, 2016

**SERVICE DATES:**

January 17, 2016 – February 13, 2016

**R05114017 – VILLAGE OF JOHNSON CREEK 2013-2016 GENERAL ENGINEERING****PHASE 100 – GENERAL MUNICIPAL**

Kevin Lord worked with the Village to create a 5 year capital improvement plan for the roadways to be included with the LRIP application.

Kevin Lord reviewed and provided email comments on the proposed Serenity Court lot with respect to the area being a future water tower site and any concerns with the proposed house location as was shown. The main concern would be the water pressure depending on the elevation of the house anticipated.

**PHASE 265 – PARADISE LANE VACATION EXHIBIT AND LEGAL**

Kevin Lord finalized the legal description and exhibit of the portion of Paradise Lane to be vacated lying north of Resort Drive showing the existing utilities within the current roadway that would be affected. The existing easement documents were verified with the title reports received for the ALTA survey. Kevin Lord had a conference call with the Village staff, attorneys, and developers on January 26, 2016 to go over the exhibit and the utility rights within the vacated roadway and how to release each utility. Kevin Lord provided Chris James (Developers engineer) with some calculations done on the ponds in the Resort Drive area and the modifications done with three of the ponds last summer for review as he is reviewing stormwater options for the proposed site.

**R05114030 – UNION STREET – AZTALAN ST & MILWAUKEE ST TRAFFIC STUDY**

MSA staff reviewed the existing traffic counts collected and combined these counts with the anticipated school traffic from the traffic impact analysis (TIA) completed for the school site to determine the anticipated intersection queue lengths under alternate stop conditions. MSA evaluated the existing crossing and proposed alternatives for crossings and signage. The report was completed and sent to the Village for a review at this time.



PROFESSIONAL SERVICES

# INVOICE

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Interest at the rate of 1.5% per month on unpaid balance will be added to your next statement.

REMIT TO:

MSA PROFESSIONAL SERVICES INC  
PO Box 435  
BARABOO WI 53913-0435

Village of Johnson Creek  
125 Depot Street  
PO Box 238  
Johnson Creek, WI 53038

February 20, 2016

Project No: R05114030.0

Invoice No: 1

Project Manager: Brian Huibregtse

Client Liaison: Kevin Lord

Project R05114030.0 Union Street-Aztalan St & Milwaukee St Traffic Study

**Professional Services from January 13, 2016 to February 13, 2016**

Phase 100 Review & Recommendations

Task 101 Review & Recommendations

**Professional Personnel**

	Hours	Rate	Amount
Huibregtse, Brian	6.25	121.00	756.25
Katopodis, Erin	2.25	78.00	175.50
McDermott, Travis	.50	90.00	45.00
Ruhland, Kevin	.50	145.00	72.50
Totals	9.50		1,049.25

**Total Labor**

**1,049.25**

**Total this Task**

**\$1,049.25**

**Total this Phase**

**\$1,049.25**

Phase 200 Operational Review

Task 201 Operational Review

**Professional Personnel**

	Hours	Rate	Amount
Katopodis, Erin	5.25	78.00	409.50
Totals	5.25		409.50

**Total Labor**

**409.50**

**Total this Task**

**\$409.50**

**Total this Phase**

**\$409.50**

Phase 300 Memo & Exhibits

Task 301 Memo & Exhibits

**Professional Personnel**

	Hours	Rate	Amount
Huibregtse, Brian	10.00	121.00	1,210.00

Offices in Illinois, Iowa, Minnesota, and Wisconsin

For information, Contact The Madison Office at: 608-242-7779 1-800-446-0679 Fax: 608-242-5664

Project	R05114030.0	Union Street-Aztalan St & Milwaukee St T	Invoice	1
	Katopodis, Erin	6.50	78.00	507.00
	Ruhland, Kevin	1.50	145.00	217.50
	Totals	18.00		1,934.50
	<b>Total Labor</b>			<b>1,934.50</b>
			<b>Total this Task</b>	<b>\$1,934.50</b>
			<b>Total this Phase</b>	<b>\$1,934.50</b>

---

Phase	400	Project Coordination & Admin
Task	401	Project Administration

**Professional Personnel**

	Hours	Rate	Amount	
Benner, Jill	.50	80.00	40.00	
Huibregtse, Brian	.50	121.00	60.50	
Totals	1.00		100.50	
<b>Total Labor</b>				<b>100.50</b>
			<b>Total this Task</b>	<b>\$100.50</b>
			<b>Total this Phase</b>	<b>\$100.50</b>

**AMOUNT DUE THIS INVOICE** **\$3,493.75**

10 541,100 - 540.100



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**Johnson Creek Fire & Ems Dept**

Billing, Collection, & Data Management Services

155

**Income and Expenditures**

April 2016

All Phases

Charges	Billing Phase 1	Collections Phases 2 & 3	Total
Collection Placements / Charges	\$32,389.83	\$16,117.06	\$48,506.89
Interest on Delinquent Accounts	\$0.00	\$729.65	\$729.65
Insurance Interest	\$0.00	\$0.00	\$0.00
Transaction Fees	\$0.00	\$0.00	\$0.00
Probate Fees	\$0.00	\$0.00	\$0.00
Subtotal of Charges	\$32,389.83	\$16,846.71	\$49,236.54
Account Transfers	\$12,089.37	\$4,027.69	\$16,117.06
<b>Credit Summary</b>			
Total Credits - All Types	\$34,059.34	\$4,716.10	\$38,775.44
Total Credit Adjustments	\$24,984.42	\$0.00	\$24,984.42
Total Closed Account Adjustments	\$0.00	\$1,656.06	\$1,656.06
Total Payments Received (Applied to Acct Bal's)	\$9,074.92	\$3,060.04	\$12,134.96
Total Overpayments (OP)	\$0.00	\$0.00	\$0.00
Total Payments Received (plus overpayments)	\$9,074.92	\$3,060.04	\$12,134.96
Total Overpayment Returns (\$ not deposited)	\$0.00	\$0.00	\$0.00
Total Payments Received (less OP returns)	\$9,074.92	\$3,060.04	\$12,134.96
Less Payment Kept By (PKB, \$ kept by service)	\$0.00	\$0.00	\$0.00
Total Deposits	\$9,074.92	\$3,060.04	\$12,134.96
<b>Summary of Disbursement</b>			
Total Deposits & Payments Kept By	\$9,074.92	\$3,060.04	\$12,134.96
Less Overpayment Refunds (patient / ins reimbursement)	\$0.00	\$0.00	\$0.00
Gross Revenue	\$9,074.92	\$3,060.04	\$12,134.96
Total LifeQuest Fee	\$635.24	\$884.83	\$1,520.07
Probate Fees	\$0.00	\$0.00	\$0.00
Other / Fees			
Total Due LifeQuest			\$1,520.07
Total Service Revenue	\$8,439.68	\$2,075.21	\$10,514.89
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	\$8,439.68	\$2,075.21	\$10,514.89

Messages: Total Deposits EOM differ from bank statement by \$252.59 due to 3.31 \$252.59 Compare posted on 4.14, bit 5.16

Quality

Speed

Service



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N2930 State Road 22, Wautoma, WI 54982-5267

**Johnson Creek Fire & Ems Dept**

Billing, Collection, & Data Management Services

155

**Billing Summary**

April 2016

Phase 1 - 7.00%

Charges	Account Transfers	Transferred out of Phase 1	Total
Charges			\$32,389.83
Interest on Delinquent Accounts			\$0.00
Insurance Interest			\$0.00
Transaction Fees			\$0.00
Probate Fees			\$0.00
Subtotal of Charges			\$32,389.83
Account Transfers		\$12,089.37	\$12,089.37
<b>Credit Summary</b>			
Total Credits - All Types			\$34,059.34
Total Credit Adjustments			\$24,984.42
Total Closed Account Adjustments			\$0.00
Total Payments Received (Applied to Acct Bal's)			\$9,074.92
Total Overpayments (OP)			\$0.00
Total Payments Received (plus overpayments)			\$9,074.92
Total Overpayment Returns (\$ not deposited)			\$0.00
Total Payments Received (less OP returns)			\$9,074.92
Net Monthly Activity			\$9,074.92
<b>Summary of Disbursement</b>			
Total Deposits & Payments Kept By			\$9,074.92
Less Overpayment Refunds (patient / ins reimbursement)			\$0.00
Gross Revenue			\$9,074.92
Total LifeQuest Fee			\$635.24
Probate Fees			\$0.00
Other / Fees			\$635.24
Total Due LifeQuest			\$8,439.68
Total Service Revenue			\$8,439.68
Total Payment Kept By			\$0.00
Total Service Payable			\$0.00
Probate Fees			\$0.00
Other / Fees			\$0.00
Total Due Service			\$8,439.68

Messages:

Quality

Speed

Service



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N2930 State Road 22, Wautoma, WI 54982-5267

Billing, Collection, & Data Management Services

Johnson Creek Fire Department

Income and Expenditures

April 2016  
All Phases

155A

Charges	Billing Phase 1	Collections Phases 2 & 3	Total
Collection Placements / Charges	\$1,380.00	\$1,214.80	\$2,594.80
Interest on Delinquent Accounts	\$0.00	\$87.93	\$87.93
Insurance Interest	\$0.00	\$0.00	\$0.00
Transaction Fees	\$0.00	\$0.00	\$0.00
Probate Fees	\$0.00	\$0.00	\$0.00
Subtotal of Charges	\$1,380.00	\$1,302.73	\$2,682.73
Account Transfers	\$0.00	\$1,214.80	\$1,214.80
<b>Credit Summary</b>			
Total Credits - All Types	\$62.05	\$0.00	\$62.05
Total Credit Adjustments	\$0.00	\$0.00	\$0.00
Total Closed Account Adjustments	\$0.00	\$0.00	\$0.00
Total Payments Received (Applied to Acct Bal's)	\$62.05	\$0.00	\$62.05
Total Overpayments (OP)	\$0.00	\$0.00	\$0.00
Total Payments Received (plus overpayments)	\$62.05	\$0.00	\$62.05
Total Overpayment Returns (\$ not deposited)	\$0.00	\$0.00	\$0.00
Total Payments Received (less OP returns)	\$62.05	\$0.00	\$62.05
Less Payment Kept By (PKB, \$ kept by service)	\$0.00	\$0.00	\$0.00
Total Deposits	\$62.05	\$0.00	\$62.05
<b>Summary of Disbursement</b>			
Total Deposits & Payments Kept By	\$62.05	\$0.00	\$62.05
Less Overpayment Refunds (patient / ins reimbursement)	\$0.00	\$0.00	\$0.00
Gross Revenue	\$62.05	\$0.00	\$62.05
Total LifeQuest Fee	\$4.34	\$0.00	\$4.34
Probate Fees	\$0.00	\$0.00	\$0.00
Other / Fees	\$0.00	\$0.00	\$0.00
Total Due LifeQuest	\$4.34	\$0.00	\$4.34
Total Service Revenue	\$57.71	\$0.00	\$57.71
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	\$4.34	\$0.00	\$4.34
Total Due Service	\$4.34	\$0.00	\$4.34
Total Due Service EFT	\$57.71	\$0.00	\$57.71

Messages: Service revenue adjustment of \$4.34 due to March not having enough funds for revenue. bli 5.16

Quality

Speed

Service



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N2930 State Road 22, Wautoma, WI 54982-5267

Billing, Collection, & Data Management Services

Johnson Creek Fire Department

Billing Summary  
April 2016  
Phase 1 - 7.00%

155A

Charges	\$1,380.00
Charges	\$0.00
Interest on Delinquent Accounts	\$0.00
Insurance Interest	\$0.00
Transaction Fees	\$0.00
Probate Fees	\$0.00
Subtotal of Charges	\$1,380.00
Account Transfers	\$0.00
Transferred out of Phase 1	\$0.00
<b>Credit Summary</b>	
Total Credits - All Types	\$62.05
Total Credit Adjustments	\$0.00
Total Closed Account Adjustments	\$0.00
Total Payments Received (Applied to Acct Bal's)	\$62.05
Total Overpayments (OP)	\$0.00
Total Payments Received (plus overpayments)	\$62.05
Total Overpayment Returns (\$ not deposited)	\$0.00
Total Payments Received (less OP returns)	\$62.05
Net Monthly Activity	\$1,317.95
<b>Summary of Disbursement</b>	
Total Deposits & Payments Kept By	\$62.05
Less Overpayment Refunds (patient / ins reimbursement)	\$0.00
Gross Revenue	\$62.05
Total LifeQuest Fee	\$4.34
Probate Fees	\$0.00
Total Due LifeQuest	\$4.34
Total Service Revenue	\$57.71
Total Payment Kept By	\$0.00
Total Service Payable	\$0.00
Probate Fees	\$0.00
Other / Fees	\$0.00
Total Due Service	\$4.34
Total Due Service EFT	\$57.71

Quality

Speed

Service

re & EMS Activity Report-April 2016

Date	Time	Location	Level	Transported	Dispatched Description
4/1/2016	9:27	JC			Fire and EMS were dispatched for an accident, unknown injuries
4/1/2016	11:49	JC	BLS	yes	EMS responded to the UW cancer center for a patient needing transport
4/4/2016	10:06	JC	BLS	no	EMS responded to Dr. Court for an individual with low blood sugar
4/4/2016	15:32	Ixonia			Fire provided mutual aid to Ixonia fire
4/4/2016	16:58	JC	ALS	yes	EMS responded the cancer center for a transport
4/6/2016	6:59	Aztalan	BLS	yes	EMS responded for a medical alert alarm
4/6/2016	13:16	JC	ALS	yes	EMS and Fire responded for a two vehicle crash with injuries-703
4/6/2016	13:18	JC	BLS	yes	EMS and Fire responded for a two vehicle crash with injuries-704
4/7/2016	8:55	JC	ALS	yes	EMS responded for an individual with chest pain and shortness of breath
4/7/2016	12:05	JC		no	EMS responded for a life alert alarm
4/10/2016	18:05	Watertown-town	BLS	yes	EMS responded for an individual with a bad cough and trouble breathing
4/9/2016	15:54	JC			EMS responded for a suicidal subject
4/10/2016	8:55	JC	ALS	yes	EMS responded for an individual who had fallen-hip pain
4/11/2016	13:42	Farmington	ALS	yes	EMS responded for an individual who had flu type symptoms
4/12/2016	10:14	Watertown-town	ALS	yes	EMS responded for an individual who was weak
4/14/2016	8:36	JC			Fire Department responded for a natural gas leak
4/14/2016	8:50	JC	ALS	yes	EMS responded for an individual with chest pains and short of breath
4/14/2016	9:56	JC	BLS	no	EMS responded for an individual with abdominal pain
4/14/2016	18:13	JC	BLS	yes	EMS responded for an individual with a possible hernia
4/15/2016	13:01	JC	ALS	yes	EMS responded for an individual with chest pains and short of breath
4/15/2016	15:41				Fire responded for mutual aid to Watertown Fire Department
4/16/2016	10:34				Fire responded for mutual aid to Watertown Fire Department
4/16/2016	19:07	Aztalan		no	Fire and EMS were dispatched for a hot tub and truck fire
4/18/2016	0:15	JC	BLS	yes	EMS responded for an individual who had fallen
4/18/2016	17:38	Aztalan	ALS	yes	Fire and EMS responded for an accident with injuries
4/20/2016	12:19	Jefferson	ALS	yes	EMS provided mutual aid to city of Jefferson
4/21/2016	17:52	JC	BLS	no	EMS responded for an individual who had fainted-no transport
4/23/2016	21:03	Lake Mills	ALS	yes	EMS provided mutual aid to City of Lake Mills with a motorvehicle accident
4/26/2016	6:13	Aztalan	ALS	yes	Em responded for a head injury
4/26/2016	10:33	JC	ALS	yes	EMS and Fire responded for a two vehicle accident with injuries
4/26/2016	15:42	JC			Fire Department responded for a car fire
4/27/2016	13:48	JC	ALS	yes	EMS responded for an individual who was short of breath
4/28/2016	9:06	JC	BLS	yes	EMS responded for an individual who was unresponsive but breathing
4/28/2016	22:23	Lake Mills			Fire Department provided mutual aid to Lake Mills Fire
4/29/2016	3:25	JC	ALS	yes	EMS responded to Comfort Suites for an individual with stomach pain
4/30/2016	19:19	JC	ALS	yes	EMS responded for an individual with low blood pressure
4/30/2016	20:22	JC	BLS	no	EMS responded for an individual who was choking no transport needed
4/30/2016	21:53	Aztalan	ALS	yes	EMS and Fire responded for an individual who was having a medical reaction

MABAS

MABAS

MABAS

MABAS

Total Emergency Responses				
Johnson Creek	Farmington		Watertown	MABAS
24	1		2	4
Milford	Aztalan		Other	
	5		4	
Activity Report				
Date	Activity Conducted			
4/12/2016	live fire burn mock house			
4/21/2016	EMS Emergency Medical training			

**WBIMANEY - MILLER INSPECTIONS, LLC**  
 Building Inspector: Archie Stifney

**PLUMBING PERMITS**

Permit #	Date	Address	Parcel #	Owner	Contractor	Type	Fee	Est. Cost
P2016-010	4/4/2016	785 Summerset	141-0715-1841-068	Stonebrook Home	Gallitz Grading	S/W	110.00	\$950,000.00
P2016-011	4/4/2016	408 Abbey Ln	141-07141312-051	Kamuchey	Gallitz Grading	S/W	110.00	\$162,600.00
P2016-012	4/11/2016	223 First Street	141-0714-1311-05	Amer Legion	Gallitz Grading	Sewer Repa	50.00	\$1,800.00
P2016-013	4/11/2016	1113 Black Walnut	141-0715-0633-41	Loos Homes	Owner	NSF	170.00	\$200,000.00
P2016-014	4/18/2016	1133 Black Walnut Pt	141-0715-06933-36	Reucgert	Owner	Remodel	75.00	\$30,000.00
P2016-015	4/20/2016	110 Union Street	141-0714-1311-43	Holmann	Owner	Remodel	35.00	\$4,400.00
P2016-016	4/20/2016	408 Abbey Ln	141-0714-1312-051	Kamuchey	Pelikan Plumbing	NSF	148.00	\$8,645.00
P2016-017	4/25/2016	110 Lincoln	141-07	Avon	design Build	Sprinkler	35.00	\$1,000.00
P2016-018	4/25/2016	650 Meadowview	141-0715-1847-30	Loos Homes	Gallitz Grading	S/W	110.00	\$140,000.00
P2016-019	4/25/2016	785 Summerset	141-0715-1841-58	Etzel	Cornelstone Plumbing	NSF	179.00	\$12,000.00
<b>TOTAL</b>							<b>1,022.00</b>	<b>\$30,000.00</b>

**BUILDING PERMITS**

Permit #	Date	Address	Parcel #	Owner	Contractor	Type	Fee	Est. Cost
B2016-011	4/4/2016	405 Wright Rd	141-0715-0745-011	Auto Zone	Owner	Commercial	1,247.00	\$950,000.00
B2016-012	4/4/2016	785 Summerset	141-0715-1841-068	Brett Etzel	Stone Brook Homes	NSF	929.00	\$162,600.00
B2016-013	4/4/2016	101 N. Carol	141-0715-1832-03	Wood	Owner	deck	40.00	\$1,800.00
B2016-014	4/4/2016	408 Abbey	141-0714-1312-051	Kamuchey	Owner	NSF	951.00	\$200,000.00
B2016-015	4/6/2016	1133 Black Walnut	141-0715-0633-36	Reichert	Owner	Remodel	180.00	\$30,000.00
B2016-016	4/11/2016	404 Union	141-0714-1244-04	Garza	Engelbrecht	remodel	50.00	\$8,645.00
B2016-017	4/11/2016	1144 Red Oak	141-0715-0634-09	Werner	Owner	pool/deck	80.00	\$4,400.00
B2016-018	4/18/2016	215 Hunters Glen	141-0715-1841-009	Schuchardt	Owner	remodel	859.60	\$30,843.00
B2016-019	4/18/2016	405 Conersvey	141-0714-1243-054	Riley	Owner	Fence	30.00	\$1,000.00
B2016-020	4/18/2016	105 Green Ash	141-0715-0633-04	Loos Homes	Owner	NSF	562.00	\$140,000.00
B2016-021	4/20/2016	405 Hunters Glen	141-0715-1841-36	Kowalkoski	Owner	Deck	40.00	\$12,000.00
B2016-022	4/20/2016	110 Union Street	141-0714-1311-43	Holmann	Owner	Remodel	40.00	\$8,000.00
B2016-023	4/20/2016	218 Wendy Lane	141-0715-1837-03	Marten	Owner	Shed	30.00	\$2,200.00
B2016-024	4/25/2016	650 Meadowview	141-0715-1842-30	Johnsrud	Loos	NSF	1,044.00	\$246,533.00
B2016-025	4/25/2016	202 West St	141-0714-1244-22	Thomas	Owner	fence	25.00	\$500.00
B2016-026	4/27/2016	1100 Red Oak Circle	141-0715-0634-01	Ortega-Mendoza	Owner	Shed	50.00	\$17,000.00
B2016-027	4/27/2016	785 Summerset Dr	141-0715-1841-58	Etzel	Owner	Deck	40.00	\$3,000.00
B2016-028	4/27/2016	212 First Street	141-0714-1311-024	Konruff	Owner	deck	40.00	\$1,800.00
B2016-029	4/27/2016	515 Meadowview	141-0715-1842-11	Dewall	Michellini	garage	40.00	\$1,200.00
						Shed	108.00	\$30,000.00
<b>Total Fees</b>							<b>6,375.60</b>	

**ELECTRICAL PERMITS**

Permit #	Date	Address	Parcel #	Owner	Contractor	Type	Fee
E2016-010	4/6/2016	505 Highland	141-0714-041-16	Boiuznik	Wetzel	Remodel	35.00
E2016-011	4/11/2016	622 W Linmar	141-0715-0712000	Talbots	Alpha Elect	commercial	35.00
E2016-012	4/11/2016	1144 Red Oak	141-0715-0634-09	Werner	Owner	pool/deck	50.00
E2016-013	4/18/2016	110 Lincoln St	141-0715-0739-017	Avon	Midwest Elect	office remodel	35.00
E2016-014	4/18/2016	1133 Black Walnut Pt	141-0715-06933-36	Reucgert	Owner	remodel	71.20
E2016-015	4/20/2016	405 Hunters Glen	141-0715-1841-36	Kowalkoski	Owner	Remodel	105.00
E2016-016	4/20/2016	110 Union Street	141-0714-1311-43	Holmann	Owner	Remodel	105.00
E2016-017	4/25/2016	113 S. Carol	141-0715-1832-003	Village Terrace	Midwest Elect	Service	50.00
E2016-018	4/25/2016	405 wright	141-0715-0743-11	Auto Zone	Mille Elect	commercial	256.10
<b>TOTAL</b>							<b>742.30</b>

**HEATING & AC PERMITS**

Permit #	Date	Address	Parcel #	Owner	Contractor	Type	Fee
H2016-005	4/11/2016	1113 Black Walnut	141-0715-0633-41	Loos Homes	Dave Jones	NSF	170.00
H2016-006	4/18/2016	1133 Black Walnut Pt	141-0715-0633-36	Reucgert	Owner	remodel	106.25
H2016-007	4/20/2016	405 Hunters Glen	141-0715-1841-36	Kowalkoski	Owner	Remodel	105.00
H2016-008	4/20/2016	784 Summerset	141-0715-1841-55	Stonebrook Home	Delux Heating	NSF	179.00
<b>Total Fees</b>							<b>560.25</b>
<b>Total Fees</b>							<b>8,700.15</b>
<b>State Seal</b>							<b>0</b>
<b>20% Village Retainage</b>							<b>1740.03</b>
<b>Total Due Building Inspector</b>							<b>6,960.12</b>

# Incident Summary by Nature

## JOHNSON CREEK POLICE DEPT.

Incidents From: 4/1/2016 to: 4/30/2016

Date Run: 5/17/2016 2:31PM

Nature of Offense	Total
15 Day Equipment Warning	5
911 Hangups	3
Alarm - Business	2
Alarm - False	2
Alarm - Residential	1
Alcohol Operator License Check	5
All-Terrain Vehicle Violation	1
Animal Loose	1
Annoying Telephone Calls	2
Assist - Motorist	4
Assist - Other Law Enforcement Agency	2
Assist EMS	9
Assist Fire	2
Assist Jefferson County Sheriff Dept.	2
Assist State Patrol	1
BUSINESS CHECK	24
Child Custody Exchange	2
Criminal Damage to Property	1
Disorderly Conduct - Warning	3
Family Disturbance	1
Found Items / Property	2
Fraud	1
Harassment	2
Loud Noise	2
Miscellaneous Rules Violation	2
Municipal Violation	1
Obstructed Windshield	7
Operate Motor Vehicle While Intoxicated	1
Operating After Suspension	1
Operating Without Vehicle Insurance	1

<b>Nature of Offense</b>	<b>Total</b>
PARK CHECK	99
Parking - Misc. Violation	4
Parking Complaint - Non-Residential	1
Reckless Driving	2
Registration / Title Violation	1
Residence Check	1
Seatbelt Violation	1
Sexual Offense	1
Speed Warning	2
Speeding Violation	16
Suicidal Person	2
Suicide	1
Suspicious Person / Activity	2
Theft - All Other	1
Theft - Gas Drive Off	6
Theft - Retail/Shoplifting	1
Traffic Accident - Hit and Run	2
Traffic Accident - Personal Injury	3
Traffic Accident - Property Damage	7
Traffic Accident - Run Off	1
Traffic Violation	1
Traffic Violation - Warning	1
Trespassing	1
Truancy	6
Turn, Stop, Signal Violation	7
Unwanted Person	1
Vandalism	2
Village Ordinance Violation	4
Violation of Restraining Order / Court Order	1
Welfare Check	2
<b>Total Number of Offenses for Period:</b>	<b>273</b>

## Village of Johnson Creek Resident



### 2015 Consumer Confidence Report for Johnson Creek Waterworks PSC # 12801074

### *Village of Johnson Creek "Crossroads with a Future"*

This Annual Drinking Water Quality Report complies with state and federal drinking water regulations, which require us to produce and mail this information to our customers every year. Water quality data contained in this report is based on monitoring results from the calendar year 2015. Most of the language included in this report is required by federal regulations. Congress, the EPA, and Johnson Creek Water Utility want consumers to know the quality of their drinking water. The key piece of information most customers want to know; is my water safe to drink? Answer: YES it is safe to drink and we recommend it!

### ***OUR DRINKING WATER SUPPLY IS IN COMPLIANCE WITH ALL STATE AND FEDERAL REGULATIONS.***

**Water System Information:** If you have questions, would like more information about this report or drinking water quality, please contact Aric Mindemann at 920-699-3341. You may also write to Water Utilities at the address above. We encourage all residents to attend the monthly Village Board meetings. For current meeting times and dates, please call the Village Hall at 920-699-2296. We welcome customer reports and comments so please contact us with any questions, comments, or concerns.

#### **Source(s) of Water**

Source ID	Depth (in feet)	Wisconsin Unique Well #	Common Name	Location	Water Source
2	360	BG007	Well #2	Depot Street	Wonewoc Sandstone Formation Groundwater
3	509	DW152	Well #3 Reconstructed	Grell Lane	Eau Claire Sandstone Formation Groundwater

**What keeps your water safe:** Johnson Creek's water source is treated naturally by a sandstone aquifer. Due to the source water's high quality, very little additional treatment is required. **Disinfection:** A small amount of chlorine is used to disinfect our water and minimize the risk of microbial contamination. The average free residual chlorine in the system is maintained at 0.20 – 0.80 parts per million. **Monitoring:** Bacteriological samples are taken three times monthly at representative sites in the distribution system in addition to daily testing for pH and chlorine residual. We conduct quarterly monitoring for radionuclides and annual testing for nitrates in the drinking water. **High Standards of Operation:** Utility staff strives to maintain high levels of operation and service by: identifying and acting proactively on circumstances that could potentially degrade water quality, regular cleaning of the distribution system by flushing the entire system twice per year to remove any accumulated sediments in the pipelines, and maintaining system pressure at all times.

**Watershed/Groundwater Protection:** Groundwater in Wisconsin doesn't move hundreds of miles. Most precipitation, which recharges groundwater, moves only a few miles from the point of recharge to the point of discharge. Water is part of a deeply interconnected system, what we pour down on the ground and in a drain ends up in our water as well as what we spew into the sky, it all ends up in our water. Everyday activities affect groundwater quality. Water should be considered an asset for present and future generations. The Village's Wellhead Protection Plan helps to better protect our water supply, and define and enforce The Municipal Well Recharge Area Overlay Zoning District #250-509 (available for viewing at the village hall). Together as a community we can help conserve water and protect our groundwater recharge areas to better manage the resource and allow the utility to optimally manage the water system. A summary of the source water assessment, prepared by the Wisconsin Department of Natural Resources for Johnson Creek Waterworks, is available upon request.

**Health Information:** Drinking water, including bottled water, may contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's safe drinking water hotline (800-426-4791). Some people may be more vulnerable to contaminants in drinking water than the general population. Immune-compromised persons such as those with cancer undergoing chemotherapy, those who have undergone organ transplants, those with HIV/AIDS or other immune systems disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. Environmental Protection Agency (EPA) guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbial contaminants are available from the EPA's safe drinking water hotline by calling 1-800-426-4791.

**Water Conservation: Lawn and Garden** Get quality information for effective lawn care methods to maximize lawn health and minimize watering. Have the soil tested to determine what nutrients are needed before applying fertilizer. A more expensive, but beneficial, test is the soil food web analysis. This test identifies the micro-organisms found in the soil. The quantity and types of micro-organisms are the key to establishing healthy soils. Consider the type of plantings best suited for local conditions by planting native flowers, grasses, and plants. Please voluntarily observe "alternate side" sprinkling (even calendar day = even street address, and odd calendar day = odd street address). Morning and evening watering (before 9 a.m. or after 7 p.m.) minimizes evaporation. Proper placement of the sprinkler will minimize loss to driveways and sidewalks. Leaving the grass clippings on the lawn and mulch use around plantings and gardens will reduce the evaporation loss. Electrical energy is needed to pump water from the wells and deliver it to our customers; conserving water is an effective way to conserve energy during electrical outages or shortages.

**Educational Information:** The sources of both tap and bottled drinking water include: rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land, or through the ground, it dissolves naturally occurring minerals and metals including radium. It can also pick up substances resulting from the presence of animals or from human activity. To ensure that tap water is safe to drink, EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. The Federal Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which shall provide the same protection for public health, although the FDA regulations are not as strict as the EPA limits imposed on all municipal water suppliers. Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.
- Pesticides and herbicides, which come from a variety of sources such as agriculture, urban storm water runoff and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also, come from gas stations, urban storm water runoff and septic systems.
- Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

**Radium Facts/Information:** Radium is a naturally occurring radioactive metal in the environment contained in many rock formations. Radium is a radionuclide formed by the decay of uranium and thorium. There are two forms of radium that can most likely be transferred from the rock into Wisconsin groundwater: Radium-226 (Ra-226), and Radium-228 (Ra-228). Ra-226 is found in the uranium-238 decay process, and Ra-228 is found in the thorium-232 decay process. Ra-226 is the most common isotope and is an alpha emitter with a half-life of about 1600 years. Ra-228 is a beta emitter and has a half-life of 5.76 years. These radium isotopes further decay to form isotopes of the radioactive gas radon. Stable lead is the final product of this radioactive decay series.

Additional information is available from a brochure put together by the WDNR called Radium in Drinking Water. The brochure and others are available at <http://www.dnr.state.wi.us> and additional information can be obtained from the Wisconsin Department of Health and Family Services, Watertown Health Department, Wisconsin Department of Natural Resources, and an on-line search on <http://www.epa.gov> using radium exposure and/or drinking water standards as the key words.

**Number of Contaminants Required to be Tested for Johnson Creek Waterworks:** This table displays the contaminants tested over the last five years including 2011 through 2015. The most recent results are shown, and any new parameters will be added as required the year after testing.

Contaminant Group	# Of Contaminants Tested For:
Inorganic Contaminants	16
Microbiological Contaminants	3
Radioactive Contaminants	4
Synthetic Organic Contaminants including Pesticides and Herbicides	25
Unregulated Contaminants	4
Volatile Organic Contaminants	20
Disinfection By-products	2

**Microbial Contaminants**

Contaminant (units)	MCL	MCLG	Counts of Positive	Sample Date	Violation	Typical Source of Contaminant
Coliform (TCR)	> / = 5% of samples	0	0	2015	NO	Naturally present in the environment

**Inorganic Contaminants (required to test every 5 years)**

Contaminant (units)	MCL	MCLG	Level Found	Range	Sample Date	Violation	Typical Source of Contaminant
ANTIMONY TOTAL (ppb)	6	6	<0.0010	<0.0010	03/18/14	NO	Discharge from petroleum refineries; fire retardants; ceramics; electronics; solder
BARIIUM (ppm)	2	2	0.411	0.39-0.56	03/18/14	NO	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits
CADMIUM (ppb)	5	5	<0.0010	<0.0010	03/18/14	NO	Corrosion of galvanized pipes; Erosion of natural deposits; Discharge from metal refineries; runoff from waste batteries and paints
CHROMIUM (ppb)	0.1	0.1	<0.0009	<0.0009	03/18/14	NO	Discharge from steel and pulp mills; Erosion of natural deposits
COPPER (ppm)	1300	1300	124.95	0.016 - 0.284	10/04/14	NO	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives
FLUORIDE (ppm)	4	4	0.20	0.20	03/17/14	NO	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories
LEAD (ppb)	15	0	1.93	0.16-3.70	10/04/14	NO	Corrosion of household plumbing systems; Erosion of natural deposits
NICKEL (ppb)	0.1	0.1	<0.0010	<0.0010-0.0014	03/18/14	NO	Nickel occurs naturally in soils, ground water and surface waters and is often used in electroplating, stainless steel and alloy products.
NITRATE (N03-N) (ppm)	10	10	<0.1	<0.1	03/18/14	NO	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
SODIUM (ppm)	n/a	n/a	5.0	4.1-5.9	03/18/14	NO	Land use practices and the earth.

**Radioactive Contaminants (Well #3 Entry Point)**

Contaminant (units)	MCL	MCLG	Level Found	Range	Sample Date	Violation	Typical Source of Contaminant
Gross Alpha (pCi/L)	15	0	2.93 avg.	1.6 – 4.8	2015	No	Erosion of natural deposits
Radium 226 – 228 Combined (pCi/L)	5	0	3.68 avg.	3.1 – 4.3	2015	No	Erosion of natural deposits

**Disinfection / Disinfection By-Products Organic Contaminants**

Contaminant (units)	MCL	MCLG	Level Found	Range	Sample Date	Violation	Typical Source of Contaminant
Chloroform (ppb)	n/a	n/a	<0.05	<0.05	9/15/15	No	By-product of chlorination
Bromodichloromethane (ppb)	n/a	n/a	<0.05	<0.05	9/15/15	No	By-product of chlorination
Total Trihalo-Methanes (TTHM's) (ppb)	80	0	<0.05	<0.05	9/15/15	No	By-product of chlorination

**Definition of Terms**

Term	Definition
AL	Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
MCL	Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water.
MCLG	Maximum Contaminant Level Goal: The level of a contaminant in drinking water below that there is no known or expected risk to health.
pCi/l	picocuries per liter (a measure of radioactivity)
ppm	parts per million, or milligrams per liter (mg/l)
ppb	parts per billion, or micrograms per liter (ug/l)

State of Wisconsin  
 DEPARTMENT OF NATURAL RESOURCES  
 Meukasha Service Center  
 141 NW Barstow St., Room 180  
 Meukasha, WI 53188

Scott Walker, Governor  
 Cathy Stepp, Secretary  
 Telephone (608) 574-2700  
 Fax (608) 574-2117  
 TDD 0-  


May 2, 2016

Mark Johnsrud, Village Administrator  
 VILLAGE OF JOHNSON CREEK  
 125 Depot Street  
 Johnson Creek, WI 53038

SUBJECT: Wastewater Facility Inspection  
 WPDES Permit No: WI-0022161-09-0  
 Inspection Date: 04/19/2016

Dear Mr. Johnsrud,

A compliance inspection of the Johnson Creek Wastewater Treatment Facility was performed on 04/19/2016. The purpose of the inspection was to determine compliance with the conditions of the WPDES permit and review wastewater operations and management activities at the plant. Findings and recommendations are found in the attached report. Please take the time to read it carefully.

The treatment plant was found in compliance with the effluent limits and all terms and conditions of the permit. The following recommendations or follow-up actions are needed:

1. Composite sampling should be on a 24 hour schedule. Currently, samples are being taken between ~2:30 pm and ~7:00 am, while the permit requires a 24 hour flow proportional sample for both influent and effluent.
2. Most recent soil test for DNR site #12338 should be submitted. According to the Department's records, the last soil test was taken in 2010. NR 204 requires soil tests to be taken every four years.

I want to thank Aric Mindemann for the time and cooperation in the performance of this inspection. Within 30 days, please provide a written response to this inspection report if any follow-up actions are noted above. If you have any questions regarding the report, feel free to call me at (262) 574-2135 or e-mail me at Amy.Garbe@wisconsin.gov.

Sincerely,

Amy Garbe  
 Wastewater Engineer

dnr.wi.gov  
 wisconsin.gov

Naturally WISCONSIN



**Wastewater Treatment Plant Compliance/Inspection Checklist**

Johnson Creek Wastewater Treatment Facility  
 P O Box 238 125 Depot Street Johnson Creek, WI 53038  
 OIC Name ANNETTA M VON RUEDEN  
 On-Site Representative  
 Responsible Official Mark Johnsrud 125 Depot Street Johnson Creek, WI 53038

Inspection Date 04/19/2016  
 Evaluated By Amy M Garbe  
 Effective Date 01/01/2015  
 Expiration Date 12/31/2019

Part A: ON-SITE INSPECTION			
Compliance Questions	Comments	Followup	

Facility Site Review			
Yes	1. Is a schematic diagram available of the treatment plant? If yes, attach.	Flow diagram submitted with permit application and attached.	
Yes	2. Are all liquid treatment train unit operations and processes operating satisfactorily?	Overall the treatment plant appears to be running well. Effluent violations are not an issue. See below for additional comments and attached photos. Screening - weekly hauled out Grit Chamber - influent sampler in grit, 2/week hauled Primary Clarifier - waste 15,000 gallons/week at night RBCs - Only 1 train running Secondary Clarifier - waste 8am - 8pm and maintain 6" sludge blanket, clarifier channels are cleaned weekly	

Subclass A2: Biological Treatment - Attached Growth Process			
Yes	A2-1. Does the appearance of the biological growth on the media look healthy?	Media is growing nicely on all stages of the RBCs. Nice light brown with some heavier clumps	
N/A	A2-2. For trickling filters and biotowers, is the center distribution column free of leakage?	RBCs	
N/A	A2-3. For trickling filters and biotowers, are all orifices of the distribution arms open and distributing wastewater evenly across the surface?	RBCs	
N/A	A2-4. For trickling filters with rock media, is the filter surface free of ponding?	RBCs	
Yes	A2-5. For RBC's, are rotations even with no loping observed?	Even rotation was observed on all RBCs	
N/A	A2-6. For RBC's that are air driven, is the air being supplied uniformly in the basin?	Existing RBCs are not air driven and no air is added to basin.	
No	A2-7. For RBC's, are the RBC basins periodically drained and cleaned of accumulating solids, grit, snails, etc.?	Basins have never been drained but no snails are seen on media.	
	A2-8. For RBC's that provide nitrification, do the final RBC stages look like they are nitrifying?	Plant appears to be providing nitrification based on effluent results, but final RBC stage does not appear very different from other stages. See attached photos.	
Yes	A2-9. For RBC's with load cells, are the shaft weights being regularly checked and recorded?	Monitored daily on the SCADA System	

Subclass D: Disinfection			
N/A	D-1. Is the chlorine contact tank cleaned regularly and absent of surface gas bubbles or floating clumps of sludge?	UV Disinfection	
N/A	D-2. Is chlorine (gas or liquid) adequately and completely mixed into the contact basin?	UV Disinfection	
N/A	D-3. If using chlorine gas, does the storage room meet all safety requirements?	UV Disinfection	
Yes	D-4. Are uv lamps submerged in the effluent channel?	Lamps out since disinfection season does not start until May	
N/E	D-5. Do uv sleeves need to be cleaned regularly to maintain disinfection efficiency?		

N/A	D-6. Are residual chlorine samples tested within 15 minutes of collecting the sample?	UV Disinfection	
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Subclass P: Biological Nutrient Removal (Phosphorus)			
No	P-1. Does the plant utilize in-line monitoring (ORP? dissolved oxygen) for monitoring anoxic, anaerobic and aerobic conditions?	Alum is added to the influent and also prior to the clarifiers	
No	P-2. Does the plant monitor ortho-P across treatment units?		
Yes	P-3. Are side streams monitored for phosphorus?	Just started testing the filtrate from the press	
N/A	P-4. Are detention times in anoxic and anaerobic selector tanks short enough to achieve good phosphorus removal?	Chemical addition	
N/A	P-5. Are process conditions optimized for BPR?	Chemical addition	
No	3. Are there any unique treatment units, processes or operations in the liquid treatment train? If yes, comment.	Typical municipal treatment plant	
Yes	4. Is effluent being discharged clear, free of floating solids or visible foam other than in trace amounts?	Effluent appears clear and free of solids	

Flow Measurement			
Yes	5. Is wastewater flow, influent and/or effluent, being accurately measured?	Influent - magnetic flow tube in manhole located east side of headworks Effluent - ultrasonic in parshall flume after UV disinfection	
Yes	6. Are flow monitoring devices calibrated annually?	Last calibrated Nov 2015	
No	7. Are there significant industrial/commercial contributors of wastewater to the plant? If yes, list in comments.	No significant industrial contributors	

Sampling and Testing			
No	8. Are wastewater influent, effluent, biosolids and groundwater samples, as applicable, being collected and tested as required by the WPDES permit?	Effluent sampler is started at ~2:30-3pm and samples are collected at 7am the following morning. Permit lists sample type as 24-hr flow prop composite and that is not occurring.	Sampling should be on a 24 hour schedule.
Yes	9. Are wastewater composite samplers being maintained at or less than 6C?	Influent 4 °C Hoses are changed monthly.	
Yes	10. Are sampling logs being used to record sample days, times, temperatures and collector?	Sample time is not recorded however the other information is being recorded.	
No	11. Were samples collected as part of this inspection? If yes, include state lab results.	No samples were collected as part of this inspection.	

Operations and Maintenance			
Yes	12. Is the Operator-in-Charge certified at the proper grade(s)?	Required: Advanced - A2, B, C, D, L, & P Annetta Von Rueden Held: Advanced - A2, A4, B, C, D, L & P OIT - A3 Additional certified operators on staff	
Yes	13. Is the treatment works and disposal system being properly operated and maintained, when in operation?		
Yes	14. Are process control tests being performed and recorded to properly operate and maintain the plant?	Bugs are typically looked at. Ciliates and some bristle worms are typically seen.	
Yes	15. Does the plant have a documented and implemented preventative maintenance program for major equipment?	All O&M work is in Jobs Cal program. Weekly work orders are generated and past maintenance is recorded.	
Yes	16. Is the permittee following the requirements contained in any approved management plan?	Facility has an approved land application management plan which is being followed.	

**Biosolids Treatment, Handling and Storage**

Yes	17. Are all unit operations and processes for biosolids/sludge treatment and storage operating satisfactorily?	Aerobic Digester 24 Hour reaction test and then on to sludge press 2 batches/week Sludge Lagoons - Just clear water in lagoons at the moment, will be pumped out this summer Have the ability to produce Class A sludge	
Yes	18. Are there any unique treatment units, processes or operations in the solids treatment train? If yes, comment.	Treatment plant is currently working with the Department to generate an approved Class A biosolid.	
Yes	19. Are biosolids/solids meeting all applicable sludge quality standards and processes standards before disposal or distribution?	All metals are meeting high quality limits. Pathogen Control- Fecal Coliform and Alkaline Stabilization Vector Attraction- pH adjustment of sludge	
No	20. Are biosolids/solids being landspread meeting all NR 204 or NR 214 landspreading requirements?	Soil test out of date for DNR site #12338.	Most recent soil test for DNR site #12338 should be submitted.
Yes	21. Are all biosolids/solids and land application reports completed and submitted on time?	52 form should have been reported as blank instead of reporting Class A sludge produced.	

**Part B: PERMIT AND REPORTING REQUIREMENTS**

Permit			
Yes	22. Is a copy of the current WPDES permit kept at the treatment plant?	Signed copy kept on site	
Yes	23. Was the WPDES permit reviewed with the operator-in-charge?		

Records/Reports			
Yes	24. Are all Discharge Monitoring Reports completed correctly and submitted on time?	Some past reports did not have mass (lbs/day) discharge reported. Late submittals is not a chronic issue.	
Yes	25. Are all other WPDES permit required reports completed correctly and submitted on time?	CMAR, Land App reports and compliance schedule reports are submitted on time.	
No	26. Were there any CMAR compliance recommendations made or actions required because of low CMAR grades (C, D or F)?	Only received B's or A's in the last few years.	
Yes	27. Were there any CMAR follow-up actions regardless of grades?	In the past there have been actions regarding preventative maintenance and I/I.	

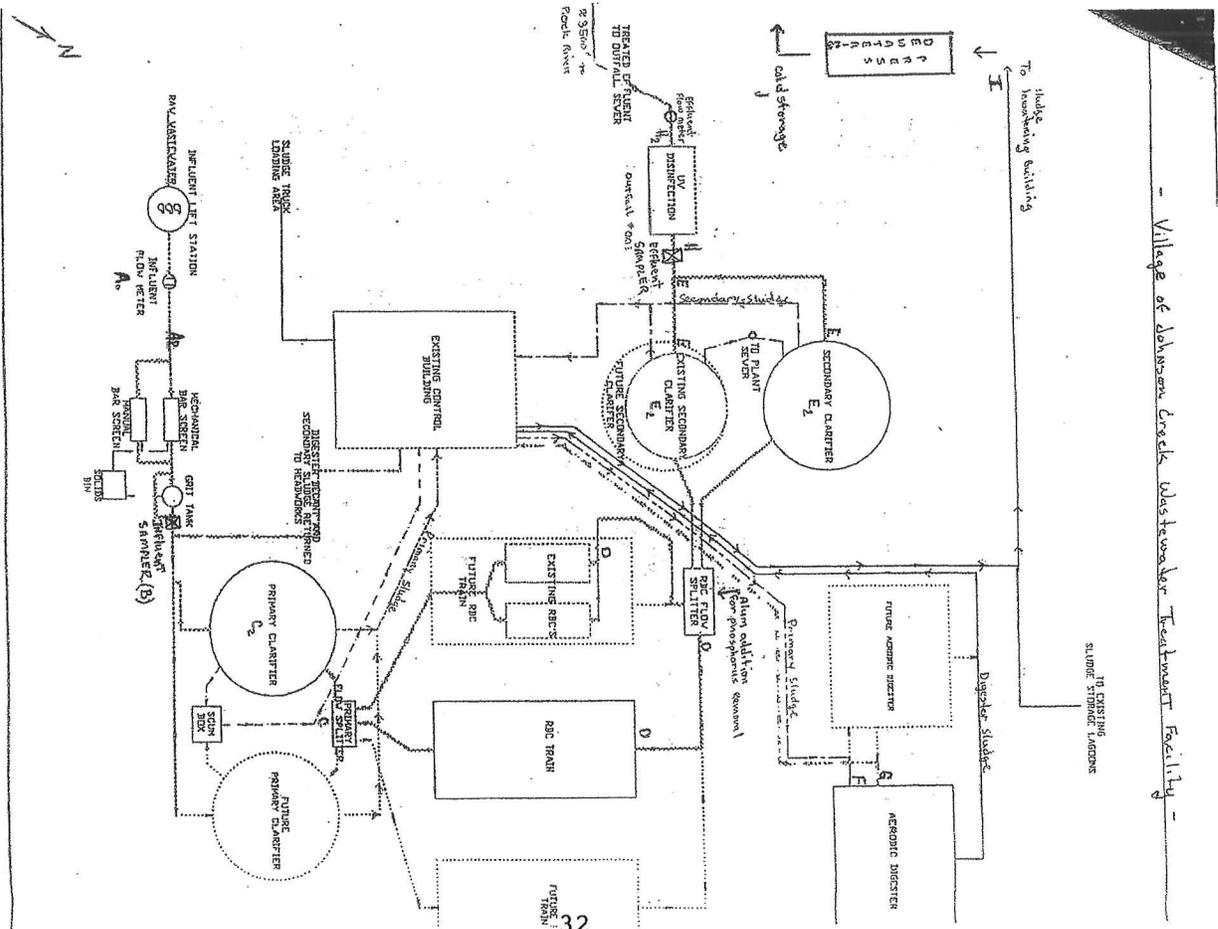
Compliance Schedules			
Yes	28. Is the permittee up to date on required actions as specified in the Schedule of Compliance?	Phosphorus compliance schedule - status report due 6/30/16 Land Application Management Plan - submitted/approved June 2015 CMOM Development - due by 8/1/16	

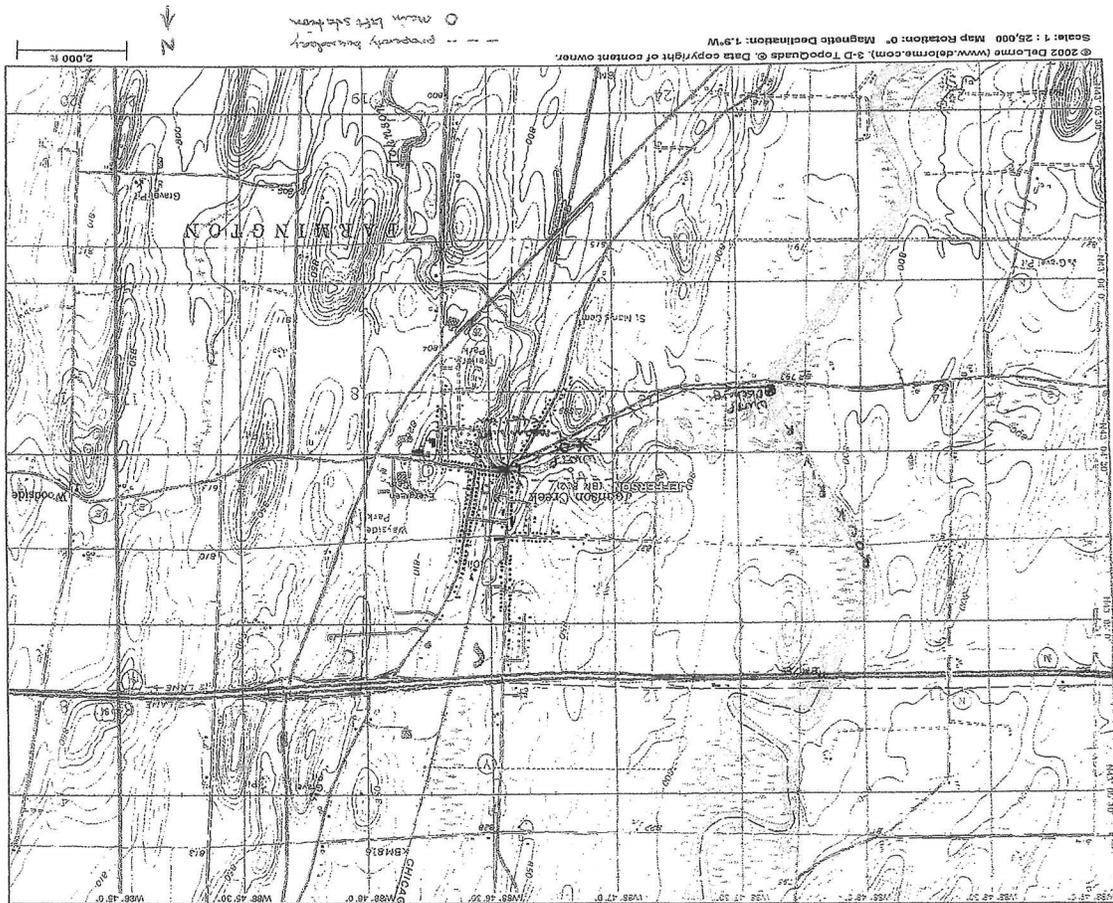
Sanitary Sewer Overflows			
No	29. Have any sanitary sewer overflows occurred since the last inspections?	No recorded SSOs have ever occurred at Johnson Creek	
Yes	30. Have SSOs been reported as required?	As part of CMOM, initial notification within 24 hours and written report within 5 days	
Yes	31. Does the facility have a documented collection system O&M or CMOM program?	CMOM is being developed and pieces are being added here and there. Typically 25% of system is cleaned per year and manholes are inspected. Lift stations receive twice/week checks and quarterly cleaning.	

**Part C: EFFLUENT / RECEIVING WATERS**

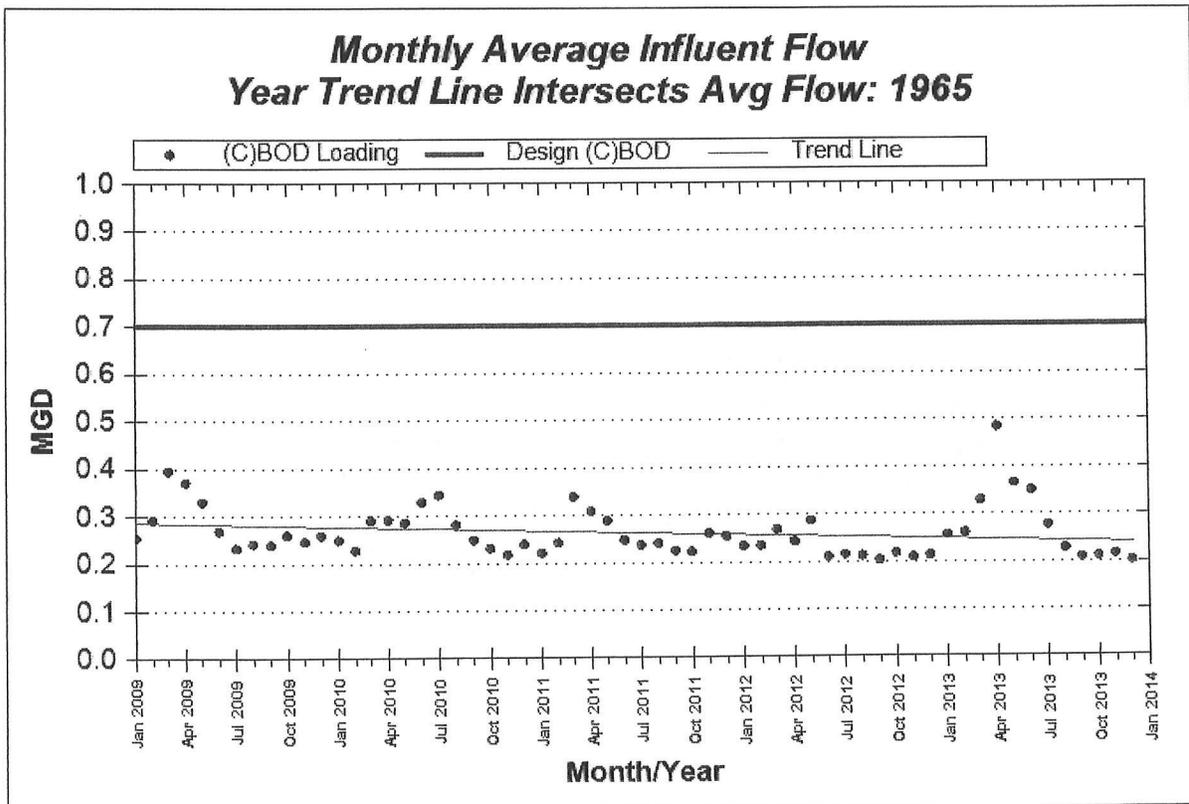
Effluent Limits			
Yes	32. Is the permittee in compliance with all effluent limits based on a review of discharge monitoring reports?	No effluent violations during this permit term.	

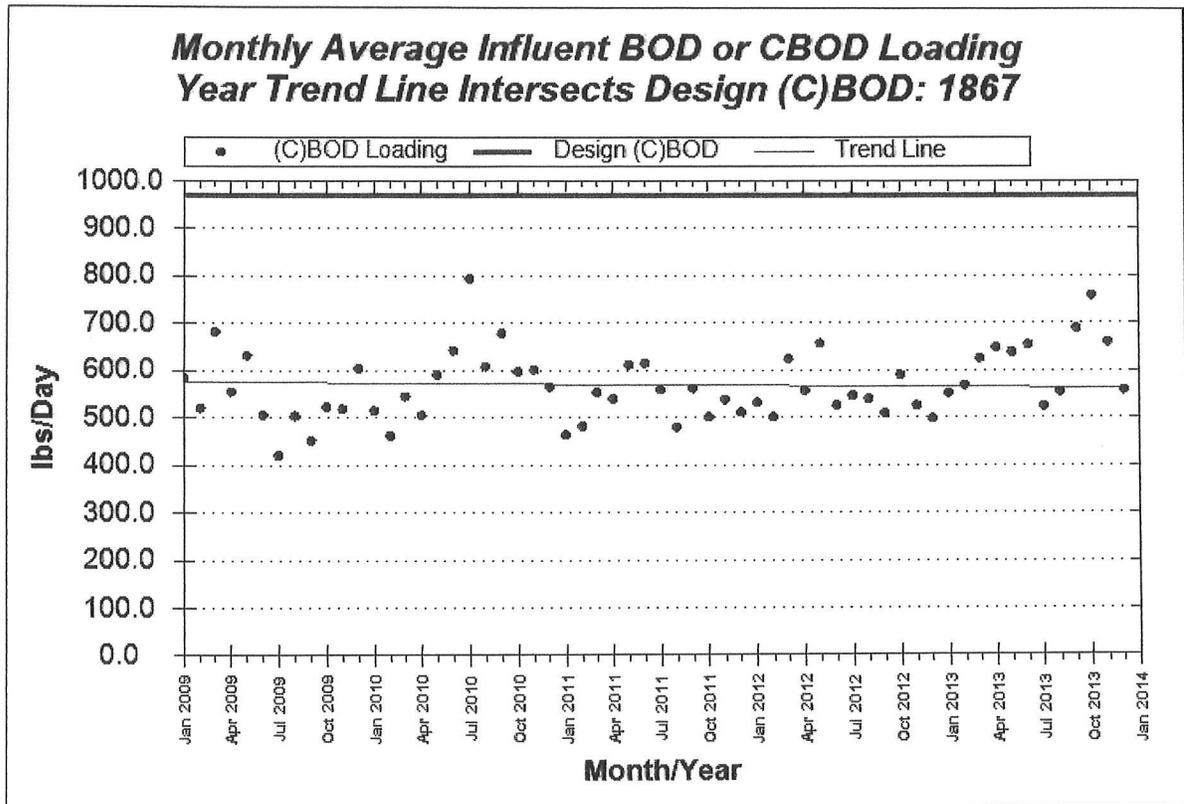
N/A	33. Is the permittee in compliance with all groundwater standards based on a review of groundwater monitoring forms?	No required groundwater monitoring.	
<b>Outfalls</b>			
No	34. Have you physically observed the effluent outfall?	Outfall is currently 3' under water located on the bank of the Rock River.	
N/E	35. If observable, does the outfall structure appear structurally sound and located as originally designed/constructed?	Plume is sampled annually in the Rock River.	
<b>Receiving Waters</b>			
N/E	36. Does the receiving water below the outfall appear acceptable compared to upstream water quality?		
<b>General Comments</b>			
No	37. Are there any general comments about this treatment facility?		
<b>SUBSTANTIAL COMPLIANCE DETERMINATION</b>			
Yes	38. Are all conditions of the permit, including standard conditions, being met?	All conditions and standard requirements of the current WPDES permit are being met.	
Yes	39. IS THE PERMITTEE IN SUBSTANTIAL COMPLIANCE WITH THE PERMIT? If not, please comment.	The permittee has been found to be in substantial compliance with their WPDES permit.	





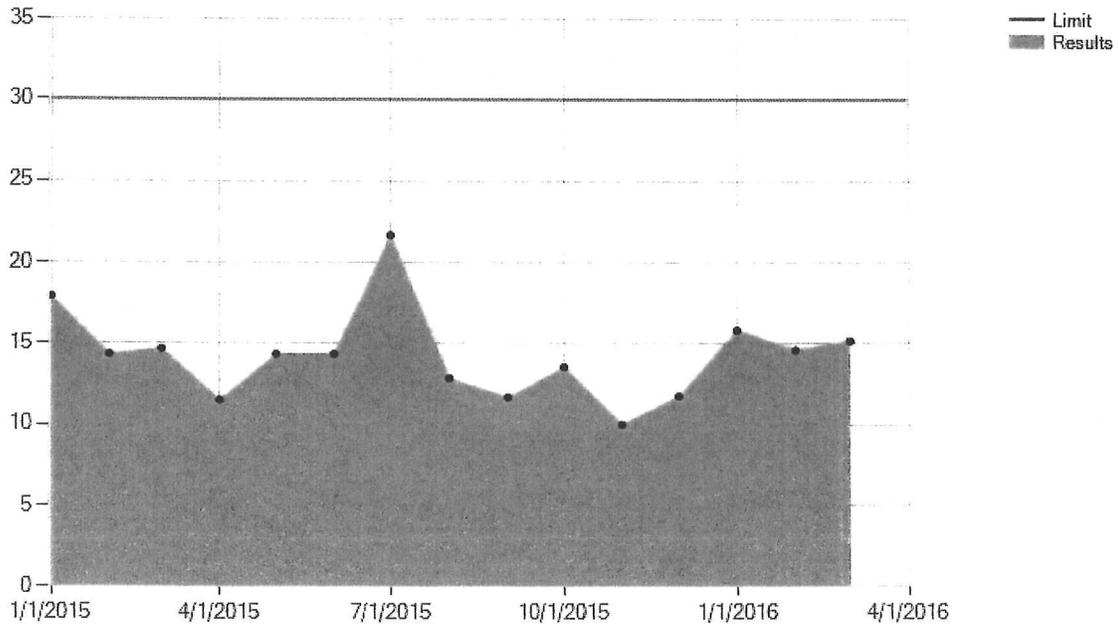
Facility: Johnson Creek Wastewater Treatment Facility  
 Years of CMAP Data: 2004 - 2013  
 Linear Equation used for Trend Line:  $y = -0.000784 x + 0.29$



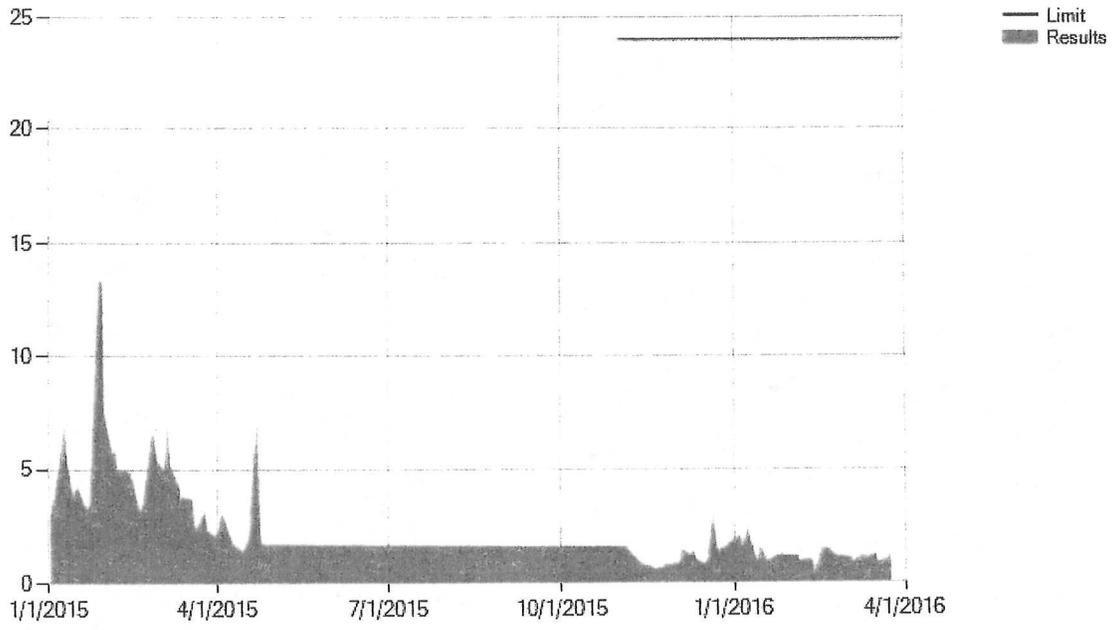


JOHNSON CREEK WASTEWATER TREATMENT FACILITY - 0022161-09-0

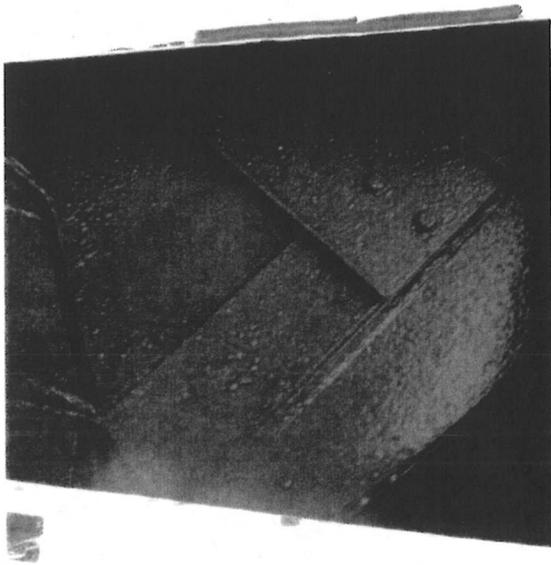
001 - BOD5, Total (mg/L) - Jan/2015 - Mar/2016 - Monthly Average



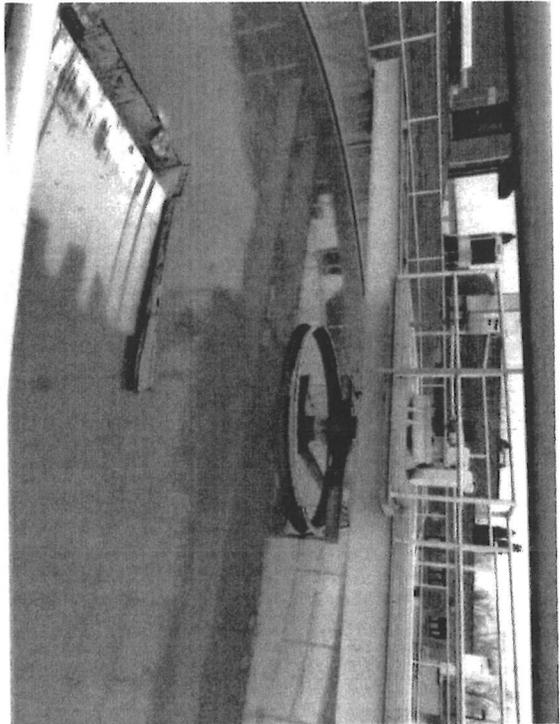
001 - Nitrogen, Ammonia (NH3-N) Total (mg/L) - Jan/2015 - Mar/2016 - Daily Maximum

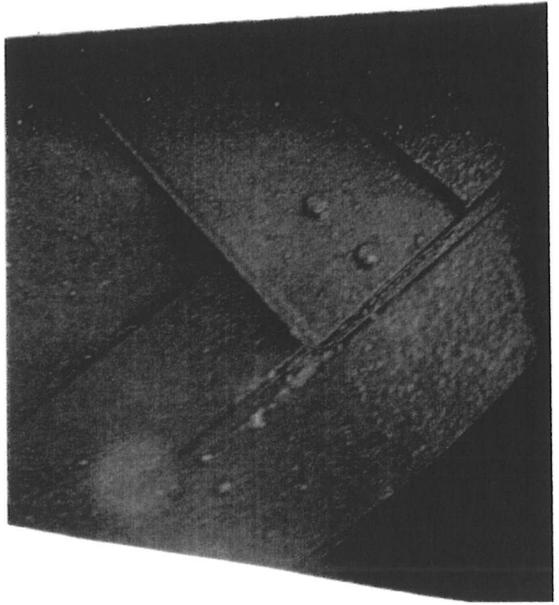


First Stage of the RBC



Primary Clarifier

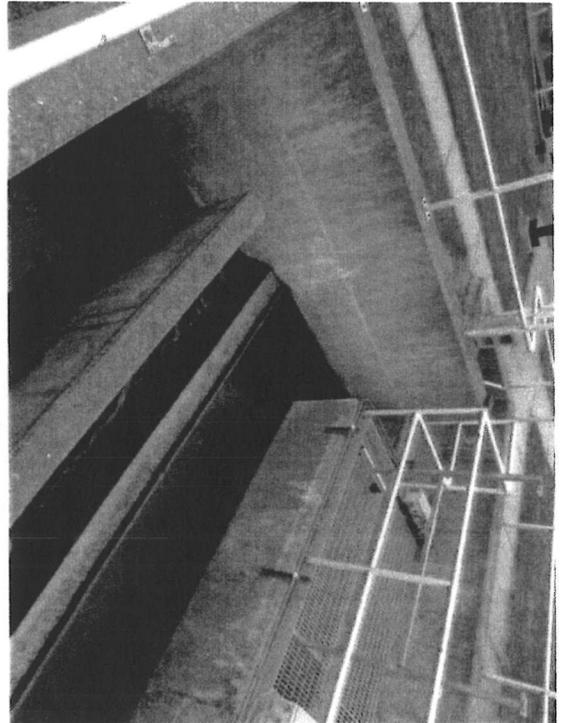




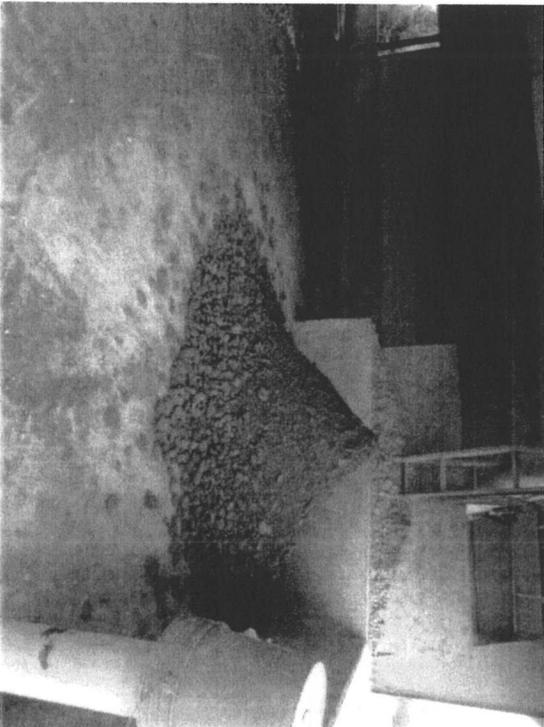
Last Stage of the RBC



Final Clarifier



Final Effluent



Biosolids



Waukesha County  
Department of Parks and Land Use

RECEIVED

MAY 16 2016

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

RE: HOME Investment Partnership Program (HOME) Participation Renewal (2017—2019)

Dear Mr. Johnsrud,

Your community, along with one hundred and one (101) communities in Waukesha, Washington, Jefferson, and Ozaukee counties, is currently participating in the HOME Investment Partnership program (HOME), as a HOME Consortium member. Your community recently executed a cooperation agreement that included an automatic renewal provision. Your current renewal period will expire on December 31, 2016.

Federal regulations require Waukesha County, as the lead agent, to provide you with a notice of the automatic renewal provision and your opportunity to opt-out of your participation in the HOME Consortium. The automatic renewal provision will continue your participation in the HOME Investment Partnership Program as a HOME Consortium member for the period of January 1, 2017 through December 31, 2019.

You are hereby notified that the cooperation agreement that you previously executed for participation in the HOME Program will be **automatically renewed** for the period of January 1, 2017 – December 31, 2019 unless Waukesha County and the Milwaukee office of the U.S. Department of Housing and Urban Development (HUD) receive a written notification of your decision to terminate your participation. Such written notification must be forwarded and received by Waukesha County and HUD on or before June 23, 2016.

Given the success of the HOME Investment Partnership Program, your past support and the benefit to the low and moderate income households in the four county area, I am confident that you will continue your participation. If you choose to continue your participation through the HOME Consortium, you will be ineligible for HOME participation in the HUD – State administered HOME Investment Partnership Program.

If your community **wishes to continue** its participation in the HOME Investment Partnership Program (HOME) for the 2017-2019 program years, **you can ignore this letter and no action is required. Your participation will be automatically renewed.**

**Community Development**

515 W. Moreland Blvd., AC320 • Waukesha, Wisconsin 53188-3878

Phone: (262) 548-7920 • Fax: (262) 896-8510 • [www.waukeshacounty.gov/communitydevelopment](http://www.waukeshacounty.gov/communitydevelopment)

Paul Farrow  
County Executive

Dale R. Shaver  
Director



RECEIVED  
MAY 16 2016

**Waukesha County**  
Department of Parks and Land Use

If you have any questions related to the HOME program, please contact Ms. Kristin Silva, Community Development Manager, at (262) 896-3370 or [ksilva@waukeshacounty.gov](mailto:ksilva@waukeshacounty.gov).

Sincerely,

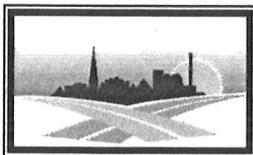
A handwritten signature in black ink, appearing to read "Paul Farrow".

Paul Farrow  
County Executive

**Community Development**

515 W. Moreland Blvd., AC320 • Waukesha, Wisconsin 53188-3878

Phone: (262) 548-7920 • Fax: (262) 896-8510 • [www.waukeshacounty.gov/communitydevelopment](http://www.waukeshacounty.gov/communitydevelopment)



President Swisher called the Committee of the Whole meeting to order at 5:30 p.m.

In attendance: President John L. Swisher, Trustees: Laurie Adams, Tim Semo, Donald Smith, Dale Theder and Steve Wollin. Also in attendance: Library Director Luci Bledsoe, WWTP Superintendent Aric Mindemann, Street Superintendent Lee Trumpf, Fire Chief Jim Wolf, Police Chief Gary Bleecker, Planner Mike Slavney, Attorney James Hammes and Clerk-Treasurer Joan Dykstra.

**Statement of Public Notice** – This meeting has been posted and noticed according to law.

**Public Comment**

Heidi Hartz – 337 West St. – Thanked Trustee Adams for her concerns on Aztalan St. crosswalk. She wants discussion for everyone to be able to make an informed decision. She thanked all who came out and said they want a safe way to school and there were 80 bikes/bikers to school the other day.

Paula Constable – 200 Steeple Ct - This is the largest Johnson Creek project and is not only for our kids but for adults in our community as they will be attending games. She thanked for considering moving the crosswalk away from the railroad trellis.

June McCaffery – 105 Aztalan St. - Asked they consider not running Chuck Schroeder business out and consider a walk behind the building of the Historical Society.

Chuck Schroeder – 108 Aztalan St. – Has operated the business for forty three years. Every time they do road work in front of his property they take more property from him, last time was 18-20 feet from his parking lot. In the winter time it is really bad with no place for the snow. It would be extremely difficult to see if kids are behind him trying to move around in his parking lot and heaven forbid if a child would get hit. He also can see his insurance company increase his rates. He just doesn't want his customers or him in the position of an accident. He recommended a crosswalk, put up a stop sign with amber lights, which would be easy and cheap and safe.

**Approve March 14, 2016 Committee of the Whole Meeting minutes**

A Theder/Adams motion carried to approve March 14<sup>th</sup> Committee of the Whole meeting minutes.

**Special Village Board minutes of March 14<sup>th</sup>, Village Board minutes of March 28<sup>th</sup>, Annual Village Board meeting of April 19<sup>th</sup> and Village Board meeting of April 25<sup>th</sup> – Information Only**

**Plan Commission Recommendations:**

**General Development Plan (GDP) for parcel: Lot 1, 28.8201 acres, of a CSM within the River Creek Centre subdivision located North of Resort Drive between Rainbow Lane and County Highway Y**

A Smith/Adams motion carried to recommend to the Village Board to approve the rezoning from Planned Industrial to Planned Development/General Development Plan for parcel: Lot 1, 28.8201 acres, of a CSM within the River Creek Centre subdivision located North of Resort Drive between Rainbow Lane and County Highway Y and if the expansion/addition does not move forward the property will revert back to all setbacks.

**JC School – Amended Site Plan**

A Wollin/Theder motion carried to recommend to the Village Board to approve the amended site plan which includes approved signage, lighting plan and subject to the addition of 1) an east-west sidewalk and crosswalk south of the school garden, connecting the high school gym with the football field; 2) a crosswalk connecting the high school gym with the baseball diamond, and a sidewalk running west to the concession stand – along the south side of the south parking lot; and, 3) the area around the concession stand should also be paved.

**ETZA – James Erb, Jr./Elizabeth Klucarich-Erb – Town of Milford**

A Semo/Adams motion carried to recommend to the Village Board to approve the ETZA for James Erb, Jr./Elizabeth Klucarich-Erb in the Town of Milford with the addition of the agricultural easement.

**Discuss – Traffic Study - Milwaukee St. and Aztalan St. Crosswalk from MSA**

Brian with MSA reviewed the traffic study on Milwaukee St. and Aztalan St. which included:

1. Install a stop sign on the south approach of intersection (preferred). This has the lowest cost and likely improves the safety of the crossing for pedestrians the most.
2. Installation of new warning signs on both sides of the crossing on Aztalan St. Advance warning signs on the south approach should also be included to increase the visibility and driver awareness of the crosswalk.
3. Installation of new warning signs with enhanced options similar to alternative 2, but would include additional enhancements to the warning signs at the crosswalk, such as LED lighting and likely the alternative with the highest cost for implementation.

He stated there is also an option to have a new crosswalk to the west approach of Jefferson St. This would be very costly and would be an uncontrolled crosswalk. Smith questioned a crosswalk on the other side of the bridge. That crosswalk would not be ADA compliant, there would also be grade issues, part of it is too far from the intersection and there would be safety issues, stated Brian.

**Open Public Hearing on Crosswalk Improvements to Aztalan St**

A Smith/Semo motion carried to open the public hearing at 6:05 p.m.

**Close Public Hearing**

A Smith/Semo motion carried to close the public hearing at 6:05 p.m.

**Discussion/Recommendation on Crosswalk Improvements to Aztalan St.**

After additional discussion a Swisher/Semo motion carried on a 5-1 roll call vote with Smith opposed to recommend to the Village Board to approve the additional stop sign at the current crosswalk with the best lighting including LED, and a ladder crosswalk.

**Refunding Comfort Suites Class B Reserve Fees**

Attorney Hammes stated Comfort Suites received an exempt class B license for a motel and we now have a reserved liquor license available, which they must now apply for. This is the \$10,000 reserve license which they must pay in addition to the regular fees. Previously we refunded the \$10,000 as an economic development grant. The Department of Revenue prohibits refunding the \$10,000 reserved liquor license fee after May 31<sup>st</sup>.

A Theder/Adams motion carried on a voice vote to recommend to the Village Board to approve the refund of the \$10,000 reserve liquor license as an economic development grant.

**Recommendation - Ordinance 08-16 Creating Section 150-2E (12) License to Sell Cider**

Attorney Hammes stated the state statutes changed concerning hard cider so we must amend our ordinance to sell the cider.

A Smith/Semo motion carried on a voice vote to recommend to the Village Board to approve Ordinance 08-16 creating section 150-2E (12) license to sell cider.

**Reduction of Speed Limit on Aztalan St. to 35mph in front of new JC Schools**

This was information from the County as they regulate that section of the road in front of the school.

A Theder/Wollin motion carried to recommend to the Village Board to ask for a reduction of the speed to 25mph in that section in front of the school.

COMMITTEE OF THE WHOLE  
May 9, 2016

**Discussion/Recommendation Jefferson County Chargers**

Representatives from the Jefferson County Chargers were present to introduce themselves. The Jefferson County Chargers is a new adult semi-pro football team. The players are active in the community and have high standards. They will be playing in Johnson Creek Saturday night at the high school. There will be lots of giveaway's and is a very family friendly atmosphere.

**Discussion/Recommendation Use of Centennial Park for the Jefferson County Soccer League**

The packet included the schedule of the games of the Jefferson County Soccer league. The games will be played at Centennial Park. They are currently using only the fields and not the concession stand. There are approximately ten teams with twenty members on a team with 200 to 300 people in attendance each Sunday. It is estimated there may be up to 190 vehicles present during the day. Semo questioned if this was an adult league and we must make them aware of the potential parking lot reconstruction for the need for alternate parking. Swisher said they are currently using the park on Sundays in May, as they were available. We currently don't charge for the use of the park and not sure if they charge the teams for playing. Semo recommended a minimal charge. Consensus was for a representative from the Jefferson County Soccer League attend the next Village Board meeting.

**Discussion/Recommendation Curb Cut at Village Hall less than 8% per Governmental Accountability Board**

An Adams/Semo motion carried on a voice vote to recommend to the Village Board to have staff get bids to make the curb cut at village hall less than 8% per Governmental Accountability Board.

**Village Hall, Library, Fire Department parking lots – update – Scott Construction**

A Smith/Wollin motion carried on a voice vote to recommend to the Village Board to allow Scott Construction come in and redo the village hall, library and fire department parking lots at no charge.

**Upcoming Meetings:**

**Board of Review** – May 12<sup>th</sup> 4 p.m. – 6 p.m.

**Village Board** – May 23, 2016 – 5:30 p.m.

**Next Meeting of the Committee of the Whole** – June 13, 2016– 5:30 p.m.

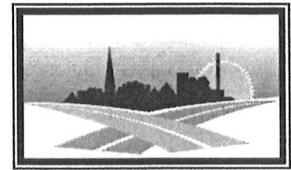
**Adjourn**

A Smith/Adams motion carried to adjourn at 5:43 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.

**PLAN COMMISSION**  
**MAY 9, 2016**



John Swisher, chair called the Plan Commission meeting to order at 5:00 p.m. In attendance: Plan Commissioners: Laurie Adams, David Armstrong, Mary Nimm, C. J. O'Neil, Matthew Silkey, John Swisher, Scott Thomas. Village Trustees in attendance: Tim Semo, Donald Smith, Dale Theder and Steve Wollin. Also in attendance: Village Planner Mike Slavney with Vandewalle & Associates, Village Attorney James Hammes and Clerk/Treasurer Joan Dykstra.

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

**Approve Minutes of April 11, 2016 and April 11<sup>th</sup>, Joint Village Board/ Plan Commission**

An Armstrong/Nimm motion carried unanimously on a 6-0-1 vote with O'Neil abstaining to approve the Plan Commission minutes of April 11<sup>th</sup> and the joint Village Board/Plan Commission minutes also of April 11<sup>th</sup>.

**Open Public Hearing: Re-Zoning from Planned Industrial (PI) to Planned Development (PD)/General Development Plan (GDP) for parcel: Lot 1, 28.8201 acres, of a CSM within the River Creek Centre subdivision located North of Resort Drive between Rainbow Lane and County Highway Y**

A Nimm/Thomas motion carried to open the public hearing at 5:02 p.m.

Nelson Williams, CEO, owner, general contractor and developer also of Trek, explained the modifications to the zoning to allow for a zero lot line on two halves of the parcel. This is needed to separate the first phase of the building from the second phase/future addition for financing purposes. The need is to split the lot in half on the western half of the building including the parking lot on one site and the second phase would be built on the adjacent site that will also be owned and under the same control, but two separate parcels.

Hammes asked why the reason for zero lot line. Williams said it was for financing and to get the deal done to get a loan for the building as a standalone project not knowing the future. There would be a separate loan on the other site when that moves forward in one to five years.

Hammes questioned what happens if the two additions do not move forward in the future? Williams stated they agree to a 15 year lease with irrevocable rights with two five-year extensions. Nothing will happen on this lot that isn't tied to the original tenant. If the additions do not happen, or they give up their option, they agree to reset to the existing covenants with the 50 foot set back on any building to make this a conforming site. This is so the tenant can build now and get a financing.

Slavney said we cannot do a zero lot line as part of the regular zoning. We can do this on this lot with customized rules through the general development plan. Hammes questioned if the development/tenant does not move forward if the zoning reverts back. Slavney said if the expansion does not happen they must, at that time, meet all setbacks. All buildings must conform to all setbacks.

Hammes stated the other certified survey map to combine all the lots has not been recorded as we need one ownership. Slavney said we need to amend the zoning first, to include that all buildings must convert back to all setbacks.

Thomas questioned the CSM combination. Hammes said the CSM's were approved in April. The recording of the approved CSM with the closing of the town properties has not been recorded nor has the CSM combining the annexed CSM with lots 1 and 2. There would be a third CSM if the project doesn't happen would require the 50' set back on the vacant lot.

Adams questioned the time frame. Williams said the tenant has option with a 10 year lease with two 5 year extensions. It will be on the tax roll as vacant property, stated Hammes.

**Close Public Hearing**

An Adams/Armstrong motion carried to close the public hearing at 5:13 p.m.

**Recommendation re: Re-Zoning - Planned Industrial (PI) to Planned Development (PD)/General Development Plan (GDP) for parcel: Lot 1, 28.8201 acres, of a CSM within the River Creek Centre subdivision located North of Resort Drive between Rainbow Lane and County Highway Y**

A Thomas/Nimm motion carried on a voice vote to recommend approving the rezoning from Planned Industrial to Planned Development/General Development Plan for parcel: Lot 1, 28.8201 acres, of a CSM within the River Creek Centre subdivision located North of Resort Drive between Rainbow Lane and County Highway Y and if the expansion/addition does not move forward the property will revert back to all setbacks.

**Johnson Creek School District – Amended Site Plan**

Planner Slavney said refinements have been made to the site plan showing the conceptual of the site of the athletic facilities, signage site, acceleration and deceleration lanes, with the pedestrian walk crossing the wetlands at a narrow point on a boardwalk -- out to CTH B and into the Village, the ground service building which is 40 x 60 is located on the east side of the lot, and the location of the concession stand at the athletic field.

Slavney said the lighting plan is great and will save the taxpayers a lot of money, and the main sign meets the code. Slavney recommended approving the amended site plan subject to the following:

1. Provide an east-west sidewalk and crosswalk south of the school garden, connecting the high school gym with the football field.
2. Provide a crosswalk connecting the high school gym with the baseball diamond, and a sidewalk west to the concession stand – along the south side of the south parking lot.
3. The area around the concession stand should also be paved.

Slavney said this is a complicated campus, so approval will be done in increments. Swisher questioned the landscape plan. Slavney stated we require formulas for landscape and we have seen a conceptual landscape plan and it will be revisited. Landscaping is required within one year of occupancy, though two years is reasonable on a site this large.

An Armstrong/Adams motion carried on a voice vote to recommend approving the amended site plan which includes approved signage, lighting plan and subject to the addition of 1) an east-west sidewalk and crosswalk south of the school garden, connecting the high school gym with the football field; 2) a crosswalk connecting the high school gym with the baseball diamond, and a sidewalk running west to the concession stand – along the south side of the south parking lot; and, 3) the area around the concession stand should also be paved.

**ETZA – James Erb, Jr./Elizabeth Klucarich-Erb – Town of Milford**

Scott Thomas explained there has been an agricultural easement included with the ETZA so not to create a land lock, even though it may never be built on.

An O’Neil/Nimm motion carried on a voice vote 6-0-1 with Thomas abstaining to recommend approving the ETZA James Erb, Jr./Elizabeth Klucarich-Erb – Town of Milford with the addition of the agricultural easement.

**Next Meeting** – June 13, 2016 - 5:00 p.m.

**Adjourn**

An Armstrong/Nimm motion carried to adjourn at 5:28 p.m.

Joan Dykstra  
Clerk – Treasurer

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

JOHNSON CREEK SCHOOL DISTRICT AND VILLAGE OF JOHNSON CREEK  
**Joint Recreation Committee Meeting Minutes**  
**Thursday, March 10, 2016**  
**District Office**  
**5:15 p.m.**

Chair Rick Wrench called the meeting to order

Members Present: Michael Garvey, Kellie Loeb, Rick Wrench, Randy Bieri, and Merisa Nicholson

Also Present: Recreation Director Ken Walters, Heidi Hartz, and Mark Johnsrud

Dr. Garvey verified that the meeting was properly posted pursuant to s.s. 19.84(1) Wis. Statutes

Motion by Garvey/Loeb to approve the agenda as posted. Motion Carried.

Mr. Walters presented an activity report of activities from fall of 2015 to date (attached).

Dr. Garvey presented the financial report for the 2014-15 school year as well as the 2015-16 school year through March 6, 2016.

Dr. Garvey announced that the District has posted for the new Johnson Creek Activities Director/Recreation-School Community Administrator/Dean of Students. Part of this position's responsibility will serve the recreation program. This will be in addition to the day to day activities of the recreation coordinator. The District will also add a clerical position.

Mr. Johnsrud asked that participant surveys be sent to all at end of each season. This will be coordinated with the new administrative and clerical staff. Mrs. Hartz suggested using survey monkey.

The next meeting will be May 12<sup>th</sup>, 2016 at 5:15 p.m. in the District Office.

Motion by Bieri/Nicholson to adjourn. Motion Carried.

Respectfully submitted,



Michael P. Garvey, Ph.D.

## Recreation Department Activity Report: March 10, 2016

Facebook™ is active. Likes are 220 up from 149 in February 2015. Our posting reach varies by activity. Example our softball posting reached over 1,000 people last year and our recent baseball announcement has reached 960 people and engaged 107; Soccer announcement reached 615 and engaged 37. By comparison, basketball posting reach was 132 people. People engaged is the number of people who've clicked, liked, commented on or shared our Page posts. Archery reached 34 people and Zumba classes reached 51 people.

### Activities:

#### Fall Soccer:

- Numbers were down in older aged groups; up in younger age
- 58 participants; 51 Grade 4k thru Grade 2. Seven total Grade 3 thru Grade 6.
- Colorful t-shirts purchased.
- Fields striped and goals placed; portable goals for 4K/5K

#### NFL Flag Football Co-Ed:

- Eighteen participants. Fielded three teams.
- NFL jerseys purchased.
- Fields striped at Centennial Park
- One team at the 4-5 grade level scrimmaged with Lake Mills and practiced at Centennial Park.
- Two teams at the 2-3 grade level practiced and competed against one another at Centennial Park. Scrimmages with Jefferson canceled because of playing conditions.
- End-of-season family football game was a FUN time for all. Great participation.

#### Trips:

- **Chicago's Magnificent Mile Shopping Trip** –Two shoppers; same as last year.

#### Youth Basketball (November thru February)

- Participation in League play totaled 46. Had volunteers at all grade levels. Rec Director coached at grade 3-4 practices and games;
- Basketball Clinic by High School Coach Hayes and players was successful. Participants numbered 80.
- The K thru 2<sup>nd</sup> grade program with assistance from high school coaches and players will not take place this year. Instead the HS boys program will be hosting Sunday open gyms for all grade levels starting soon. More info will be sent out after the HS season is over and boy's coaches get a chance to meet about this.

- Reserved gym space for 5 teams practicing for months of December thru February. Juggled practice dates and times to avoid conflicts with school sports.
- T-shirts were purchased for participants and polo shirts purchased for coaches.
- Conducted Turkey Free Throw contest at Thanksgiving. Participation about same as last year.
- Each JC grade school basketball team hosted a regular season game on Saturday, January 23. A second game was hosted on Saturday, February 13
- High school boys officiated and ran score table at January game and girls plus coaches did the February home game. A BIG THANK YOU!
- Parent co-ed basketball game scheduled for Sunday, March 13.

#### **Gearing up for Spring Baseball/Softball/Soccer**

- Looking for continuation of upward trend on participation.
- Pony level being added if enough interest.
- Submitted baseball and softball press release regarding registrations in Watertown Daily Times and Jefferson County Union newspapers.
- Met with Village and scheduled all baseball practices and games at Centennial & Fireman's Park
- Reserved school sites for softball games and practices and for t-ball and JPW practices
- Met with baseball community directors to schedule signup and scheduling dates. Discussion of umpire requirements and fees. Signups due mid-March and scheduling will take place mid-April.
- Discussed continuation of scrimmages regarding Flag Football Program and the possibility of scheduling games in the fall with Jefferson and Lake Mills.
- Opened an on-line registration site for spring sports. Feedback on ease of use has been favorable. <http://www.leaguelineup.com/welcome.asp?url=johnsoncreekjointrecreation>. Received 102 registrations to date for baseball. Registration closes March 16. Soccer deadline is March 25.
- Waiting for response from adjoining communities as to formation of an inter-city mini-soccer program for middle school recreation. Communities are Jefferson, Watertown, Fort and Lake Mills. Also sent flyer to eight private area schools. Watertown is big in soccer but will see if any interest. Jefferson is interested. Lake Mills thinks a middle school league is a great idea.
- Fort already participates in an outdoor league and they have an in house parent-led soccer program. They would be interested in an indoor soccer league though.
- Last fall we added an extra field for our 4K/5K soccer program. This spring we are adding four larger goals for our Grades 1 and 2.

JOHNSON CREEK SCHOOL DISTRICT AND VILLAGE OF JOHNSON CREEK  
**Joint Recreation Committee Meeting Minutes**  
**Thursday, May 12, 2016**  
**District Office**  
**5:15 p.m.**

Kellie Loeb called the meeting to order.

Members Present: Michael Garvey, Kellie Loeb, Rick Wensch (arrived around 5:20 p.m.), Donald Smith, Steve Wollin, and Merisa Nicholson

Also Present: Recreation Director Ken Walters, Chad Hayes, Patty Swanson, and Heidi Hartz

Dr. Garvey verified that the meeting was properly posted pursuant to s.s. 19.84(1) Wis. Statutes

Motion by Wollin/Loeb to approve the agenda as posted. Motion Carried.

Motion by Garvey/Loeb to reappoint Merisa Nicholson as the non-voting citizen representative to the Committee. Motion Carried.

Mr. Walters delivered his Recreation Director's report sharing numbers of participants in recreations programs and reviewed the programs.

Mrs. Nicholson asked about coaches getting a list of outstanding participant fees. Mr. Walters will provide to the coaches.

Mrs. Swanson volunteered to organize concessions. Dr. Garvey will work with her.

Dr. Garvey will work with Mr. Walters and Mr. Hayes to identify student workers to lead concessions and field preparation.

Mr. Walters was told that the Village owned fields would be groomed by Village staff. Mr. Wollin will check into this.

Dr. Garvey reviewed the last financial statement as an orientation for the new Committee members.

Dr. Garvey introduced Chad Hayes who has been hired as the Johnson Creek Activities Director/Recreation-School Community Administrator/Dean of Students beginning July 1, 2016.

Motion by Wollin/Garvey to adjourn. Motion Carried.

Respectfully submitted,

Michael P. Garvey, Ph.D.

**TOURISM AND PROMOTION COMMISSION**  
**May 2, 2016**



Chairperson Swisher called the meeting to order at 5:30 p.m. In attendance: Members Laurie Adams, Brett Perucco, David Rousayne, Pit Soni and ex-officio John L. Swisher. Absent and excused: Merisa Nicholson. Also in attendance: Administrator Mark Johnsrud.

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

**Approve Tourism and Promotion Commission Minutes of April 4, 2016**

An Adams/Perucco motion carried to approve the April 14, 2016 Tourism and Promotion Commission minutes.

**Public Comment - none**

**Letter from Johnson Creek Chamber of Commerce**

An Adams/Rousayne motion carried to table until the position is hired.

**Tourism and Promotion Grant – Rob’s Performance Motorsports – Spyderfest**

A Perucco/Adams motion carried to approve the contract with Rob’s Performance Motorsports for Spyderfest in the amount of \$5,000.

**Tourism and Promotion Grant – Johnson Creek Fireman’s Festival**

A Rousayne/Perucco motion carried 3-0-1 with Adams abstaining to approve a contract with the Johnson Creek Fireman’s Festival in the amount of \$5,000.

**Tourism and Promotion Grant – Buzzfest**

An Adams/Perucco motion carried 4-0 to approve a contract with Buzzfest in the amount of \$2,250.

**Tourism and Promotion Grant – Johnson Creek Chamber of Commerce**

An Adams/Rousayne motion carried 4-0 to approve a contract with the Johnson Creek Chamber of Commerce contingent upon the date of hiring for the director position.

**2016 Room Tax Budget Update**

No action was taken, for information only.

**Presentation – Jefferson County Economic Development Consortium – Executive Director Genevieve Coady**

Executive Director Genevieve Coady was present and reviewed the capital campaign and had a power point on ways to promote tourism between the Village and JCEDC.

**Discuss Tourism Promotion and Development Funding Applications**

**Jefferson County Cancer Coalition – Ride for a Cure – Rock River Power Sports**

A Rousayne/Adams motion carried 4-0 to approve a \$500 commitment to Rock River Power Sports for the Jefferson County Cancer Coalition – Ride for a Cure.

**Jefferson County Chargers Semi-Pro Football**

An Adams/Rousayne motion carried to approve a \$1,000 contract with Jefferson County Chargers Semi-pro football.

**Convene in Closed Session – did not convene into closed session**

*Pursuant to Wisconsin Statutes §§19.85(1)(e) deliberating or negotiating the investing of public funds whenever competitive or bargaining requires a closed session – – Tourism and Promotion Grant Contract: Jefferson County Cancer Coalition a Ride for Cure – Rock River Powersports and Jefferson County Chargers Semi-Pro Football*

**Reconvene in Open Session – did not convene into closed session**

**Action from Closed Session – did not convene into closed session**

**Determine Next Meeting - July 18<sup>th</sup>**

**Adjourn**

A Soni/Perucco motion carried to adjourn at 6:52 p.m.

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John L. Swisher, Chair  
Tourism and Promotion Commission

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

**Joan Dykstra**

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**From:** fred.albertz@yahoo.com  
**Sent:** Wednesday, May 11, 2016 9:50 PM  
**To:** joand@johnsoncreekwi.org  
**Cc:** johns@johnsoncreekwi.org  
**Subject:** Village Trustee Position

RECEIVED  
MAY 12 2016

Village Trustees,

I didn't submit nomination papers for the spring election because I was facing some very serious surgeries. I have survived so far and would really appreciate your consideration to fill the vacant board position. My desire to serve the village has always been a priority in my day to day activities.

The current situation regarding our administrative needs is something that I believe I could be a great help with since I have been involved with each administrator since Judy Weter. I feel that the board really needs to review all of our needs and our job description.

I believe that the board has moved forward a lot and I would like a chance to be part of it.

Sincerely,  
Fred Albertz

Sent from my iPad

**Letter of Interest**  
**RE: Village Trustee Vacancy**

May 13<sup>th</sup>, 2016

Village of Johnson Creek  
ATTN.: Village Board  
125 Depot Street  
Johnson Creek, WI 53038

RECEIVED  
MAY 13 2016

Current Trustees:

My name is Randall E. Bieri and I am writing you today to formally express my interest in the vacant position on the village board and ask to continue to serve the people of Johnson Creek by again filling said vacancy left by trustee.

As most of you know, I do come to you with very recent experience in the type of position that I am now looking to fill as I was granted the honor to serve out the remainder of the vacancy the board had in both 2014 & 2015. During this time I served I have increased my level of experience, comfort in the position, and knowledge of the issues to be expected. I have also had others commend me on keeping a level-headed attitude during debates, and have extended my duties and responsibilities as a board member by taking additional committee positions where it has been felt I am best suited.

For those that require to know more about me I, along with my wife Gina, have resided in the village of Johnson Creek for about 6 years at this time. We have three young children, ages 7, 5, and the youngest is about 2 ½. I have been very proud to call Johnson Creek my home and expect to raise and school my three kids here for many years to come. Now that we have put down roots and named Johnson Creek our family's home I would like to continue making efforts to do my part in providing my family, along with all the residents of our village, with the best environment possible here by assisting in providing a government body that serves in a fair, courteous, and fiscally responsible.

Outside of the recent board position I have now been working for approximately 8.5 years at Terra Engineering & Construction Corp. and currently hold the title of Project Manager/ Estimator for utility construction projects. The skills I have acquired here along with previous leadership and management positions held through prior employers I believe further enhance what I bring to the duties required for this trustee position. At Terra Engineering & Construction I have the duties of solving problems, scheduling work, and managing crews. Through bidding and monitoring project's completions I am tasked to think of the most productive, safe, & economical way to get work complete. I am accustomed to seeking out different options and quotes toward work needed, and I am intimately familiar with the bidding and approval process our village's contracts can go through.

My work schedule of weekday business hours does normally allow for me to attend the required meeting timeslots held in evenings by the board. Also, I fully meet the requirements as put forth per the village posting of being a community-minded resident who is an eligible elector of the Village of Johnson Creek.

I want to thank you again for your careful consideration of my letter of interest. I hope to further work with you all toward the betterment of our amazing village of Johnson Creek.

Sincerely,



Randall Bieri  
425 Whispering Way  
Home#: (920)691-1268  
Mobile#: (414)839-1700  
Email: RandyBieri@AOL.com

Village of Johnson Creek  
125 Depot St.  
P.O. Box 238  
Johnson Creek, Wi. 53038

RECEIVED

MAY 16 2016

Steven L. Brown  
330 West St.  
Johnson Creek, Wi.

May 14, 2016

Johnson Creek Village Board,

*This letter is to inform you of my interest in fulling the vacant trustee position. I have lived in the village my whole life. I grew up on Watertown St. and West St. and after marriage in 1975; my wife and I have lived at 330 West St. We have three children and eight grandchildren.*

*I have seen many changes to our community through the years, including growth in business and housing. If chosen to this position, I would help to guide our village to continue growth and prosperity.*

*I try to make good decisions about situations when they arise. Having served forty years as a volunteer on fire and ems services in our village, I held all officer positions, except Chief. I have had to make many life and property calls and decisions which have made me see things different way. These decisions were made in the best interest of residents and the department.*

*I have served on several village committees' thru the years, such as: Police & Fire Commission, Zoning Board of Appeal and Economic Development Board. Also serving in the past, on the church council, and a member of the Johnson Creek Historical Society.*

*Having attended many board meetings thru the years, I feel that I understand the board's processes. So in closing, I would like you to consider myself to the board position with confidence that I would be able to represent the residents of this community and perform the job making the best decisions.*

*Respectfully,*

Steven L. Brown



RECEIVED  
MAY 09 2016

May 8, 2016  
Village of Johnson Creek  
Village Board

Please except this letter of intent for your consideration of me filling the vacant position on the Village Board.

I have been a resident of the village at 220 Steeple Court since March of 2012. My wife and I have found living in the Village of Johnson Creek to be a very positive experience and feel our village is one of the most decent places we could have chosen to live. With that said I also feel it is important to be involved with our community to help assure the community is always moving and growing in a positive direction.

I am an employee of Bock Water Heaters in Madison as the Director of Product Support. Bock is a manufacturer of commercial water heaters and is a 100% ESOP, employee owned company that manufacture and sell water heaters throughout North America.

I appreciate your consideration of me to fill the vacant position on our Village Board.

Please feel free to contact me with any questions or concerns.

Thanks Again,

David A. Rousayne  
220 Steeple Ct  
Johnson Creek WI 53038  
Cell: 413-478-3200  
davidr@bockwaterheaters.com

## ORDINANCE 08-16

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**CREATING SECTION 150-2E (12)  
LICENSE TO SELL CIDER**

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

SECTION 1: Section 150-2E(12) of the Village Code of the Village of Johnson Creek is hereby created to read as follows:

**(12) License to Sell Cider.**

In this paragraph, "cider" means any alcohol beverage that is obtained from the fermentation of the juice of apples or pears and that contains not less than 0.5 percent alcohol by volume and not more than 7.0 percent alcohol by volume. "cider" includes flavored, sparkling, and carbonated cider. Any applicant requesting issuance of a Class "A" license may also apply for issuance of a "Class A" license authorizing the sale of cider on the premises described in the Class "A" license if all of the following apply:

- a. The application is made for a "Class A" license containing the condition that retail sales of intoxicating liquor are limited to cider.
- b. The applicant holds a Class "A" license issued in accordance with the provisions of this Code and Wis. Stat. § 125.25 for the same premises for which the "Class A" license application is made.

There shall be no annual fee required for issuance of a "Class A" license under this subsection. Notwithstanding anything contained in this Code, or in Chapter 125 to the contrary, a person issued a "Class A" license under this subsection may not make retail sales, or provide taste samples, of any intoxicating liquor other than cider.

SECTION 2: All ordinances or parts of ordinances conflicting with or contravening the provisions of this ordinance are hereby repealed.

SECTION 3: 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 May, 2016.

\_\_\_\_\_  
John L. Swisher, Village President

ATTEST:

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

ORDINANCE 09-16

ORDINANCE ESTABLISHING PLANNED INDUSTRIAL (PI) ZONING CLASSIFICATION AND APPROVING GENERAL DEVELOPMENT PLAN

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

SECTION 1: The following described property shall, from and after enactment and publication of this Ordinance, be zoned in the Planned Industrial (PI) zoning classification:

Lot 1, a parcel consisting of 3.431 acres, more or less, and Lot 2, a parcel consisting of 6.138 acres, more or less, as depicted on the Certified Survey Map appended to this Ordinance.

Lot 5 and Lot 6 of the River Creek Centre Plat together with that portion of the Paradise Lane right-of-way which was vacated by action of the Village Board and which areas were attached to Lots 5 and 6 respectively, which parcels are depicted more particularly on the Certified Survey Map appended to this Ordinance.

SECTION 2: The General Development Plan submitted to and approved by the Village Plan Commission and Committee of the Whole on May 9, 2016, which General Development Plan is incorporated herein by reference is approved and adopted by enactment and publication of this ordinance.

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 May, 2016.

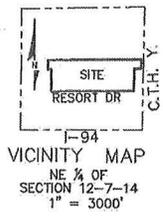
\_\_\_\_\_  
John L. Swisher, Village President

ATTEST:

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

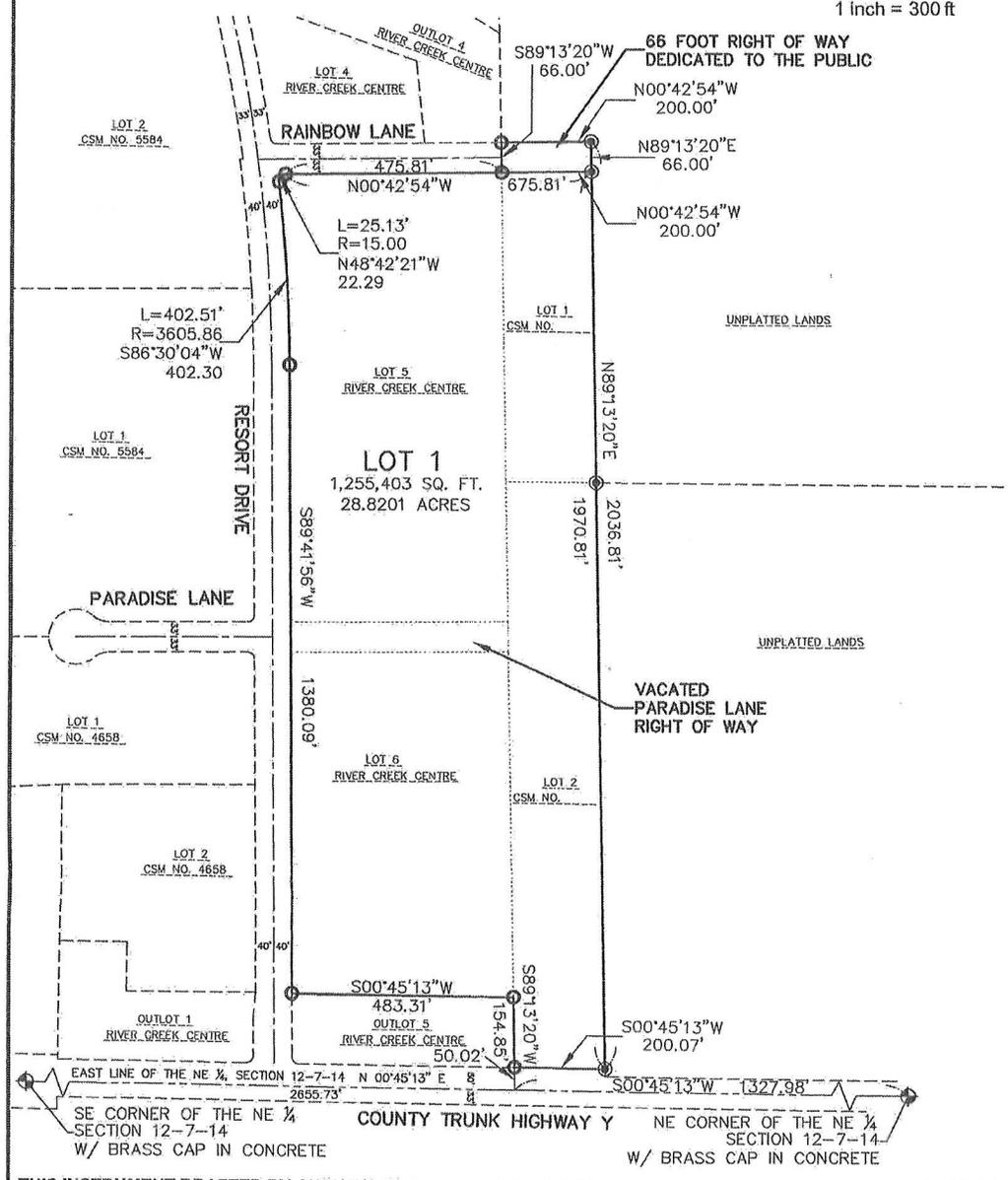
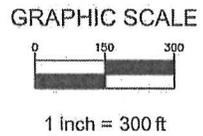
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 5 AND LOT 6 OF RIVER CREEK CENTRE, AND LOT 1 AND LOT 2 OF CSM \_\_\_\_\_, IN THE NORTHEAST ¼ OF SECTION 12, TOWN 7 NORTH, RANGE 14 EAST, IN THE VILLAGE OF JOHNSON CREEK, JEFFERSON COUNTY, WISCONSIN.



- INDICATES IRON PIPE FOUND
  - INDICATES IRON PIPE SET
- ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
- ALL BEARINGS SHOWN ARE REFERENCED TO EAST LINE OF THE NE ¼ OF SECTION 12, T7N, R14E, WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE, AND ALL BEARINGS ARE REFERENCED TO GRID NORTH.

**CJ**  
engineering  
civil design and consulting  
9205 W. Center Street  
Suite 214  
Milwaukee, WI 53222  
PH. (414) 443-1312  
www.cj-engineering.com



THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON, S-2851

PAGE 1 OF 3

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 5 AND LOT 6 OF RIVER CREEK CENTRE, AND LOT 1 AND LOT 2 OF CSM \_\_\_\_\_, IN THE NORTHEAST ¼ OF SECTION 12, TOWN 7 NORTH, RANGE 14 EAST, IN THE VILLAGE OF JOHNSON CREEK, JEFFERSON COUNTY, WISCONSIN.

## SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) SS  
MILWAUKEE COUNTY)

I, CHRISTOPHER JACKSON, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A DIVISION OF LANDS LOCATED IN THE NORTHEAST ¼ OF SECTION 12, TOWN 7 NORTH, RANGE 14 EAST, IN THE VILLAGE OF JOHNSON CREEK, JEFFERSON COUNTY WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST ¼ OF SECTION 12, THENCE S 00°45'13" W ALONG THE EAST LINE OF SAID NORTHEAST ¼ SECTION 1327.98 FEET, THENCE S 89°13'20" W, 50.02 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY TRUNK HIGHWAY Y AND TO THE POINT OF BEGINNING; THENCE S 89°13'20" W, 154.85 FEET; THENCE S 00°45'13" W, 483.31 FEET TO THE NORTH RIGHT OF WAY LINE OF RESORT DRIVE; THENCE S 89°41'56" W ALONG SAID NORTH RIGHT OF WAY LINE OF RESORT DRIVE, 1380.09 FEET TO A POINT ON A CURVE AND THE NORTH RIGHT OF WAY LINE OF RESORT DRIVE; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE OF RESORT DRIVE, 402.51 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 3605.86 FEET, AND WHOSE CHORD BEARS S 86°30'04" W, 402.30 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE OF RESORT DRIVE, 25.13 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 15.00 FEET, AND WHOSE CHORD BEARS N 48°42'21" W, 22.29 FEET TO THE EAST RIGHT OF WAY LINE OF RAINBOW LANE; THENCE N 00°42'54" W ALONG SAID EAST RIGHT OF WAY LINE OF RAINBOW LANE, 475.81 FEET; THENCE S 89°13'20" W, 66.00 FEET; THENCE N 00°42'54" W, 200.00 FEET; THENCE N 89°13'20" E, 2036.81 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY TRUNK HIGHWAY Y; THENCE S 00°45'13" W ALONG SAID WEST RIGHT OF WAY LINE OF COUNTY TRUNK HIGHWAY Y, 200.07 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,255,403 SQUARE FEET OR 28.8201 ACRES

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF THE NORTH RESORT DRIVE LLC, OWNERS OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE STATUTES OF THE STATE OF WISCONSIN AND THE REGULATIONS OF THE VILLAGE OF JOHNSON CREEK IN SURVEYING, DIVIDING, MAPPING AND DEDICATING THE SAME.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

CHRISTOPHER A. JACKSON  
PROFESSIONAL LAND SURVEYOR, S-2851  
STATE OF WISCONSIN

CJ ENGINEERING, LLC  
CHRIS JACKSON, RLS, PE  
9205 W. CENTER ST. STE 214  
MILWAUKEE, WI 53222

THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON, S-2851

PAGE 2 OF 3

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

BEING A REDIVISION OF LOT 5 AND LOT 6 OF RIVER CREEK CENTRE, AND LOT 1 AND LOT 2 OF CSM \_\_\_\_\_, IN THE NORTHEAST ¼ OF SECTION 12, TOWN 7 NORTH, RANGE 14 EAST, IN THE VILLAGE OF JOHNSON CREEK, JEFFERSON COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

NORTH RESORT DRIVE LLC, AS OWNER, DOES HEREBY CERTIFY THAT IT HAS CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS MAP.

IN WITNESS WHEREOF, NORTH RESORT DRIVE LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY NELSON WILLIAMS, MANAGING MEMBER, AND ITS SEAL TO BE AFFIXED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
NELSON WILLIAMS  
MANAGING MEMBER OF NORTH RESORT DRIVE LLC

STATE OF WISCONSIN)  
WAUKESHA COUNTY) SS

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016, THE ABOVE NELSON WILLIAMS, TO ME KNOWN TO BE MANAGING MEMBER OF NORTH RESORT DRIVE LLC AND THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF WISCONSIN  
MY COMMISSION EXPIRES \_\_\_\_\_, 2016

CERTIFICATE OF VILLAGE OF JOHNSON CREEK PLAN COMMISSION AND VILLAGE BOARD

I, MARK JOHNSRUD, VILLAGE ADMINISTRATOR OF JOHNSON CREEK, HEREBY CERTIFY THAT THIS CERTIFIED SURVEY MAP IS APPROVED BY THE VILLAGE PLAN COMMISSION AND VILLAGE BOARD, AS COMPLYING WITH THE VILLAGE OF JOHNSON CREEK SUBDIVISION ORDINANCES.

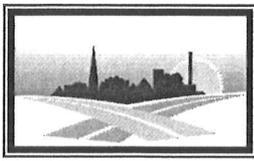
\_\_\_\_\_  
MARK JOHNSRUD, VILLAGE ADMINISTRATOR

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

CJ ENGINEERING, LLC  
CHRIS JACKSON, RLS, PE  
9205 W. CENTER ST. STE 214  
MILWAUKEE, WI 53222

THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON, S-2851

PAGE 3 OF 3



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

In attendance: President John L. Swisher, Trustees: Laurie Adams, Tim Semo, Donald Smith, Dale Theder and Steve Wollin. Also in attendance: Administrator Mark Johnsrud, Library Director Luci Bledsoe, Street Superintendent Lee Trumpf, Fire Chief Jim Wolf, Police Chief Gary Bleecker, Wastewater/Water Superintendent Aric Mindemann, Engineer Kevin Lord, 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 Theder/Semo motion carried on a 6-0 roll call vote to approve disbursements in the amount of \$199,406.70.

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

**Department Schedules/Reports**

Library Director Luci Bledsoe distributed information on the library's new collection of Playaway Launch pads for children ages 3-5 and offered an update on the new tablet technology program for older adults called Sip & Swipe Café®...the library now has 13 adults registered to be learners and four adults registered to be coaches. In addition, she shared some statistics from the library's cartridge recycling program, which they have participated in since 2001 and has had a great environmental impact of keeping these items out of the landfill.

Fire/EMS Chief Jim Wolf said on April 9<sup>th</sup> they went to a grain bin rescue class, April 15<sup>th</sup> Velero toured the fire station and we will tour Velero in August. The department completed CPR training for twelve high school students and the breakfast was a success this past weekend serving 630 people.

Street Superintendent Lee Trumpf stated the park restrooms are open, lawn mowing has begun and will be spraying weeds, routing and crack filling with street painting after the routing and crack filling.

Police Chief Bleecker reported they are having issues in getting the mobile speed board working. There was a burglary at Tappers, a juvenile suicide attempt and still dealing with mental health issues.

Water/Sewer Superintendent Aric Mindemann was not present but had prepared a summary for the board:

1. Last week we had a facility inspection from the WI Dept. of Natural resources. They were extremely happy with the way the facility is operating. And will be sending us a report within the next couple of weeks. 2. We are roughly 2/3rds done with the spring flushing and we should finish up by the end of the week if not early next week, as we also have meter route to take care of this week. 3. The water tower is scheduled to get washed the first part of May, so that's great news because it really needs it. 4. The skid loader is in at Mid-state equipment and we should be able to take delivery of it tomorrow or Wednesday.

**Approve Village Board Meeting Minutes of March 28<sup>th</sup>, Joint Plan Commission and Village Board meeting minutes of April 11<sup>th</sup>, Special Village Board minutes of April 11<sup>th</sup> and annual meeting minutes of April 19<sup>th</sup> 2016.**

A Semo/Smith motion carried to approve Village Board Meeting Minutes of March 28<sup>th</sup>, Joint Plan Commission and Village Board meeting minutes of April 11<sup>th</sup>, Special Village Board minutes of April 11<sup>th</sup> and annual meeting minutes of April 19<sup>th</sup>.

## VILLAGE BOARD MEETING

April 25, 2016

### Public Comment

Lisa Schmidt - 205 Red Fox Drive, questioned the master plan for the parks and would like to see it. There has been concern for the cost of these projects and the basketball court is very expensive and is a limited use.

### Notices and Discussion

Items in the packet included:

- Letter from DOT regarding the Great Lakes Basin Transportation, Inc. – railroad proposal in Wisc. Semo stated it looks like they are going up to Milton right now and does not involve us.
- Sponsorship check from American Transmission Co. to assist with funding our Arbor Day activities. They donated \$250.
- DOT - Local Roads Improvement Program (LRIP). The agreement secures funds and authorizes them to proceed with the project for Aztalan St. and Milwaukee St. asphalt purchase in the amount of \$13,793.94.
- Trustee Semo said the Friends of the Library did walking tacos at the rummage sale this past weekend and took in \$200. The Library also had a used book sale that they did well on.
- President Swisher said there is a letter in the packet from Attorney Hammes regarding the agenda notices for closed session at village board meetings. Hammes said there was no wrong doings on our part and moving forward will have more information in the description.
- President Swisher distributed a letter from Ralph Hutchens regarding the basketball court at Bell Park bringing a negative consequence for our small community.

### Administrator Report

Administrator summary by Mark Johnsrud:

- LRIP funding of Aztalan St – WDOT has awarded the Village \$13,793.94 in Local Road Improvement Program funding toward the estimated costs of completing a mill and overlay of Aztalan St. from the railway bridge to the Village corporate limits.
- American Transmission Company (ATC) Arbor Day Grant. ATC donated \$250 for the planting of a tree within the Village in commemorating Arbor Day.
- Jefferson County Economic Development Consortium (JCEDC) Johnsrud met with Steve Stevens of Power 10, a firm drafting a capital campaign for the Jefferson County Economic Development Consortium to attract talent and develop the workforce, increase economic competitiveness of business, implement marketing campaign and stimulate innovation in Jefferson County. A feasibility study is underway to determine whether private and public sector leaders are supportive of a stepped approach to economic and community development to drive growth in Jefferson County
- Economic Development – AutoZone has broken ground on construction of a commercial auto parts store between Midpoint Eatery and Sports Put an Taco Bell at 405 Wright Road. A draft development agreement was presented to Steve Kearns in January of this year. Steve Kearns has been recontacted for completion of the development agreement for the Kearns Auto development underway at 777 Wright Road. Village Board consideration of the development agreement is expected on May 23<sup>rd</sup>.
- Wright Road – Village Engineer, Kevin Lord, inspected the stormwater pond on the Village owned Johnson Creek Wright Road subdivision. A stormwater outfall pipe on the west side of Wright Road was found to be plugged with debris. DPW staff removed the debris and cleaned the outfall. Iverson Construction is to remove silt fencing on the site.
- Village Hall/Library Parking Lot – The village was not happy with the seal coating of the Village Hall and Library parking lot and the company was going to come back and redo. Recommendation was to bring to the Committee of the Whole for discussion to see if re doing the seal coating is the answer or to redo the parking lot by raising it two inches and ask for a refund.

**Committee/Commission Reports**

Included in the packet were minutes from April 11<sup>th</sup> Plan Commission, April 19<sup>th</sup> Personnel & Finance Committee, April 19<sup>th</sup> Improvement & Services Committee, April 19<sup>th</sup> Protection & Welfare and April 4<sup>th</sup> Tourism and Promotion Commission.

**Proclamation 02-16 Arbor Day – April 29, 2016**

A Semo/Theder motion carried to proclaim April 29, 2016 as Arbor Day and a tree will be planted within the Village.

**Proclamation 03-16 Municipal Clerks Week – May 1-7, 2016**

A Semo/Wollin motion carried to proclaim May 1- 7 as Municipal Clerks week.

**Resolution 45-16 Service Appreciation – Randy Bieri**

A Smith/Theder motion carried to approve Resolution 45-16 service appreciation to Randy Bieri.

**Resolution 46-16 Service Appreciation – Fred Albertz**

A Semo/Wollin motion carried to approve Resolution 46-16 service appreciation to Fred Albertz.

**Resolution 47-16 Service Appreciation – Kelly Wollschlager**

A Semo/Adams motion carried to approve Resolution 47-16 service appreciation to Kelly Wollschlager.

**Resolution 48-16 Additional Operators Licenses 2015-2016**

Additional operators' licenses at Midpoint Eatery & Sports Pub, included: Sandra E Locke, Jason L. Marin, Melissa F. Monroe, Justin J. Rageth, Kassandra L Reed and Melanie Jo Schloesser.

A Theder/Semo motion carried to approve Resolution 48-16 Additional Operators Licenses 2015-2016.

**Resolution 49-16 Approve Emergency Repair to Water Main – Deer Crossing and CTH B**

This resolution authorizes payment of \$5,149.30 to Town & Country Underground Utility Construction, Inc. for the emergency repair of the water main at the intersection of Deer Crossing and CTH B.

A Smith/Semo motion carried on a 6-0 roll call vote to approve Resolution 49-16 approving an emergency repair to the water main at Deer Crossing and CTH B.

**Discussion/Recommendation - Professional Services Agreement - Vandewalle and Associates - Resolution 50-16**

After much discussion, a Semo/Theder motion carried on a 6-0 roll call vote to approve Resolution 50-16 a professional services agreement with Vandewalle and Associates.

**Discussion/Recommendation Professional Services Agreement - MSA – Resolution 51-16**

After much discussion, an Adams/Wollin motion carried 5-1 with Semo opposed to send to the Committee of the Whole for more information as to the total dollar amount spent on current projects and past projects as related to engineering cost.

**Discussion/Recommendation Administration Policy - Internal Controls – 2016-2017- Resolution 52-16**

Johnsrud explained the only changes in the internal controls were the dates for the budget. Swisher questioned why we have the depositories listed in this document as they were approved at the annual meeting. Johnsrud explained this document is used by staff daily for where deposits can be made, purchases, budget information, etc. Swisher asked why the one lawnmower did not come back to the village board before the purchase. Johnsrud said it fell below the \$7,500 purchase price and as part of the internal controls did not have to go before the village board. Trumpf said the two lawn mowers were

## VILLAGE BOARD MEETING

April 25, 2016

different size and fell below the \$7,500. Johnsrud said in River Falls, the department head can purchase up to \$5,000 and the Administrator \$50,000. Lake Mills department heads can spend up to \$1,000 and the Administrator \$15,000 without pre-approval from the village board. Hammes said this is the policy that is in effect and the board should move forward with this policy or take to Committee of the Whole for discussion.

An Adams/Wollin motion carried 4-2 on a roll call vote with Semo and Smith dissenting to refer to Committee of the Whole for more discussion.

### **Discussion/Recommendation Bell Park - Basketball Court**

The question was if there would be a cost savings if the projects were to be combined? Engineer, Kevin Lord said there could be a small savings on the engineering. Hammes said you first need to know the location of the projects in order to get the specifications and what Lord gave were estimates. Johnsrud said diggers hotline has been out and all services have been flagged. The estimate that Lord presented was for a unisex bathroom with a mini pavilion, not as large as Centennial Park, but would have room for four picnic tables under the shelter. If the pavilion was placed in the south west corner it will be more expensive as you would need to pump uphill. The size of the building was 22x36. We do have the opportunity to borrow funds now, per financial advisor David Anderson with Public Financial Management (PFM). Adams questioned using Jamie Guld to reduce the cost. Attorney Hammes said we can not contract with Jamie Guld. Swisher asked do we want to move forward with all or part of the projects. Smith asked that we get a site plan as one project with a location and a 3d concept and bring back to the Committee of the Whole for recommendation. Lord said it would cost between \$3,000 and \$4,000 to do a survey and 3d plan.

A Smith/Semo motion carried on a 4-2 roll call vote with Adams and Theder dissenting for Engineer Lord prepare a 3d survey with two locations, option A and B with estimated costs for both the basketball court and shelter and bring back to committee of the whole.

### **Discussion/Recommendation Bell Park – Restroom and Shelter**

See above motion.

### **Discussion/Recommendation – River Road and County Y Intersection Design – Presented by Village Engineer**

Engineer Lord presented the redesign of the River Road and County Y intersection which widens the intersection, extends the culvert, relocates the light poll, maintains the bike lanes but we must get a temporary easement from the property owner on the southeast corner of the intersection. The power polls will not have to moved. This is at an estimated cost of \$135,000 without moving poles otherwise \$150,000. We will do the bid specs and will get the true costs. The bids will be received back in June, with August/September construction. This will be done in phases.

A Theder/Smith motion carried on a 6-0 roll call vote to move forward on the design for the River Road and County Y intersection.

### **Process for Appointment to Fill Two Year Term of Trustee Kelly Wollschlager**

A Semo/Theder motion carried to approve the posting and paper insertion forof the opening of a two year trustee position with a letter of interest to be received by May 16<sup>th</sup> and brought before the village board on May 23<sup>rd</sup>.

### **Convene in Closed Session**

An Adams/Theder motion carried on a 6-0 roll call vote to convene into closed session at 7:55 p.m. *Pursuant to Wisconsin Statutes §§19.85(1)(e) deliberating or negotiating the purchasing of public property, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require*

VILLAGE BOARD MEETING  
April 25, 2016

*a closed session* – Discussion of Development Agreement with North Resort Drive, LLC for the construction of a \$12 million dollar manufacturing building within Tax Increment Finance District 3 at 150 Resort Drive.

**Reconvene in Open Session**

A Smith/Semo motion carried on a 6-0 roll call vote to reconvene into open session at 8:55 p.m.

**Action from Closed Session**

Johnsrud reported out that authority was given to Attorney Hammes and Mark to renegotiate the development agreement.

**Upcoming meetings:**

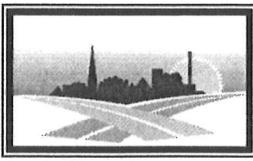
- a. Plan Commission Meeting: May 9, 2016 at 5:00 p.m.
- b. Committee of the Whole Meeting: May 9<sup>th</sup> at 5:30 p.m.
- c. Board of Review: May 12<sup>th</sup> from 4:00 p.m. to 6:00 p.m.
- d. Next Village Board: May 23<sup>rd</sup> at 5:30 p.m.

**Adjourn**

A Semo/Adams motion carried to adjourn at 8:57 p.m.

Joan Dykstra  
Village Clerk - Treasurer

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



President Swisher called the Special Village Board meeting to order at 6:02 p.m. The Pledge of Allegiance was recited.

In attendance: President John L. Swisher, Trustees: Laurie Adams, Tim Semo, Donald Smith, Dale Theder and Steve Wollin. Also in attendance: Attorney James Hammes and Clerk-Treasurer Joan Dykstra.

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

Administrator Johnsrud said the board did not have to go into closed session on his behalf and can be discussed in open session.

**Convene in Closed Session**

A Wollin/Adams motion carried on a 4-2 roll call vote with Semo and Smith dissenting to convene into closed session at 6:03 p.m. pursuant to Wisconsin Statutes §§19.85(1)(c) considering performance evaluation over which the governmental body has jurisdiction or exercise responsibility/ Village Administrator.

**Reconvene in Open Session**

A Smith/Wollin motion carried to reconvene into open session at 7:37 p.m.

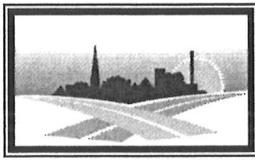
**Action from Closed Session** - none

**Adjourn**

A Swisher/Theder motion carried to adjourn at 7:38 p.m.

Joan Dykstra  
Village Clerk - Treasurer

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



President Swisher called the Village Board meeting to order at 6:47 p.m. The Pledge of Allegiance was recited.

In attendance: President John L. Swisher, Trustees: Laurie Adams, Tim Semo, Donald Smith, Dale Theder and Steve Wollin. Also in attendance: Library Director Luci Bledsoe, Street Superintendent Lee Trumpf, Fire Chief Jim Wolf, Police Chief Gary Bleecker, Wastewater/Water Superintendent Aric Mindemann, Attorney James Hammes and Clerk-Treasurer Joan Dykstra.

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

**Convene in Closed Session**

An Adams/Wollin motion carried on a 4-2 roll call vote with Semo and Smith opposed to convene into closed session at 6:48 p.m. *Pursuant to Wisconsin Statutes §§19.85(1)(c) considering compensation/severance agreement of any public employee over which the governmental body has jurisdiction or exercises responsibility/Village Administrator.*

**Reconvene in Open Session**

A Wollin/Semo motion carried 6-0 on a roll call vote to reconvene into open session at 7:02 p.m.

**Action from Closed Session**

A Semo/Smith motion carried on a 6-0 roll call vote to approve the separation agreement with Mark Johnsrud, as presented.

**Discussion/Recommendation Public Administration Associates, LLC**

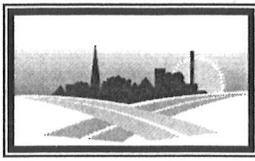
Included with the packet was information and possible future action materials from Public Administration Associates, LLC for hiring of a new Administrator.

**Adjourn**

A Smith/Semo motion carried to adjourn at 7:06 p.m.

Joan Dykstra  
Village Clerk - Treasurer

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



President Swisher called the Village Board meeting to order at 6:18 p.m. The Pledge of Allegiance was recited.

In attendance: President John L. Swisher, Trustees: Laurie Adams, Tim Semo, Donald Smith, Dale Theder and Steve Wollin. Also in attendance: Library Director Luci Bledsoe, Street Superintendent Lee Trumpf, Fire Chief Jim Wolf, Police Chief Gary Bleecker, Wastewater/Water Superintendent Aric Mindemann, Engineer Kevin Lord, Planner Mike Slavney with Vandewalle & Associates, Attorney James Hammes and Clerk-Treasurer Joan Dykstra.

**Statement of Public Notice** – This meeting has been posted and noticed according to law.

**ETZA – James Erb, Jr./Elizabeth Klucarich-Erb – Town of Milford**

A Wollin/Semo motion carried to approve the ETZA James Erb, Jr./Elizabeth Klucarich-Erb – Town of Milford with the addition of the agricultural easement.

**Soil Borings on North Resort Drive, LLC**

This was for information only for soil borings on North Resort Drive, LLC.

**Discussion/Recommendation Water Tower Inspection and Cleaning**

Water/Wastewater superintendent Aric Mindemann recommended that the village use Lane Tank Co. to do the five year inspection of the village's water tower and external cleaning of the tower at the same time in the amount of \$5,450. Bids were also received from KLM in the amount of \$5,650.

A Semo/Smith motion carried on a 6-0 roll call vote to approve Lane Tank for water tower inspection and cleaning.

**Discussion/Recommendation Office Procedures/Interim Internal Controls**

President Swisher said over the last couple days, with speaking with the department heads, a list has been created on needed direction and how to move forward. The following is a list in no particular order.

Office Procedures/Interim Internal Controls

- Department Heads – who contact?
- Emergency contact for - Aric WWTP, Chief Jim Wolf Fire/EMS, Chief Gary Police Department all 24/7?
- Signing of invoices of checks that need to go out prior to approval at Village Board meeting (charge card, Utility bills, etc.)
- Invoices over \$1,000 max for department head – who approves
- Resident Complaints/Concerns
- Coding of bills – certain bills – not sure where Mark included in budget
- Sign/approve Department Head time cards
- Sign/approve Department Head vacation request - and if department head is not available who approves
- Asphalt on Aztalan St. – Spoke with Brian with Jefferson County and they accepted the Payne/Dolan asphalt with WK Construction doing the millwork.
- Approve sign permits
- COW/VB Agendas/packets
- Contact for TIF questions
- Contact for new businesses

SPECIAL VILLAGE BOARD MEETING  
May 12, 2016

- Contact for zoning questions - have had several
- Combine lots request received– signed by Zoning Administrator? - Planner Slavney
- Calculate and make payments for all TIF #2 incentives before June 30<sup>th</sup>
- Terms agreement with Kearns – must payout before June 30<sup>th</sup>
- Johnson Creek Chamber – director? hiring
- Johnson Creek Chamber – payment from room tax for director and how much, prorated?
- Representation on Tourism Commission – Communication/Budget – Agenda/packets
- The representative for CIC (Community Innovation Committee) - Agenda/Packets
- JCEDC – representative – Genevieve Coady 674-8710
- Administrator Meetings – Ben Wehmeier – County Administrator 674-7101 (Fire District)
- Newsletter
- Auditor - Review the audit with questions they have before final – also with Public Financial Management
- Capital Outlay – decisions – Borrowing
- Procedure for incoming phone questions regarding Mark – or do we need statement? No – just state he is no longer with the village
- Do we need termination letter on website? - No
- Dan’s Washboard – dry cleaning building where at?
- Chicken Permits
- Waste Water Facility Plan Study

Sign permits – send on to Vandewalle

A Wollin/Theder motion carried 6-0 to increase department head purchases from \$1,000 to \$2,500.

A Smith/Wollin motion carried 6-0 for emergency situations above the \$2,500 up to \$7,500 approval by Personnel & Finance Chair and if not available to the Village President.

New businesses – TIF questions – available land send to Attorney Hammes and he will get back to the village board. Any zoning questions refer to Planner Slavney.

Resident Complaints/concerns – direct to Village President

Department Head time cards – Semo/Smith motion carried for the chair of Personnel & Finance or Village President to sign department head time cards.

Tourism Committee agendas/packets/contracts – Adams/Wollin motion carried for Village President and Clerk Treasurer to work together.

Contact for department heads – after discussion an Adams/Semo motion carried that the Village President would be the point person for the department heads 24/7.

Signing checks/invoices for payment for checks that must go out prior to village board meeting. A Semo/Theder motion carried for the Village President to initial the checks/invoices to make timely payments.

Village Board/Committee of the Whole agendas/packets. An Adams/Semo motion carried for the Village President and Clerk/Treasurer prepare the agendas/packets.

SPECIAL VILLAGE BOARD MEETING

May 12, 2016

Community Innovation Committee - Recommended to put a hold on their Committee meetings.

Newsletter - Recommendation was to continue the monthly newsletter. Donald Smith will prepare the May newsletter regarding the Eden Street steps project completed by the Scouts. Library Director Bledsoe will do the June and August newsletter with the Firemen's Festival committee preparing the July newsletter. All newsletter information must be coordinated with Deputy Clerk Trebatoski.

Capital Outlay – Dave Anderson with Public Financial Management will be in attendance at the June 13<sup>th</sup> Committee of the Whole for the borrowings of capital outlay items/projects.

Hammes recommended using a consent agenda for all routine agenda items and then be able to spend more time on other issues.

**Discussion/Recommendation Public Administration Associates, LLC**

Theuder and Semo recommended to proceed with the hiring, the sooner the better.

A Smith/Semo motion carried on a 6-0 roll call vote to authorize signing the contract with Public Administration Associates, LLC in the amount of \$8,000 plus expenses and advertising. There is a questionnaire for each of the trustees to fill out as to what is important in looking for the next administrator. Semo/Smith recommended meeting one on one.

**Adjourn**

A Wollin/Smith motion carried to adjourn at 7:30 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.

RESOLUTION 56-16

REVISED SITE PLAN  
JOHNSON CREEK SCHOOL DISTRICT  
455 AZTALAN STREET

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

**WHEREAS**, the Plan Commission and the Village Board approved Resolution 82-14 a Site Plan for the Johnson Creek School District on parcel 141-0714-1331-000 and parcel 141-0714-1342-000 on August 25, 2014, and

**WHEREAS**, conditions of receiving the site plan approval required the following:

- 1) Submittal of a landscaping, photometric lighting and sign plan, and
- 2) Submittal of a Certified Survey Map to combine the parcels and show any public easements, and
- 3) Revision of the changes to CTH B as approved by the County in accordance with the site plan, and
- 4) Revision of the pedestrian access in accordance with the site plan, and
- 5) Providing utility easements to complete sanitary and water utility connections, and
- 6) Connecting emergency drive to Stonefield Drive in accordance with the site plan, and
- 7) Final approval of the Village Planner and Village Engineer, and

**WHEREAS**, the Johnson Creek School District submitted a photometric lighting plan in December of 2015 of which was approved by the Village Planner as submitted, and

**WHEREAS**, the Johnson Creek School District has submitted a revised site plan with pedestrian access to CTH B, a 20' water utility easement crossing the property from CTH B to the south property line and a monument sign of 104 sq. ft. including an electronic message sign of 18 square feet, and

**NOW THEREFORE BE IT RESOLVED**, that the Plan Commission recommends that the Board of Trustees of the Village of Johnson Creek approve a revised Site Plan (250-127) to the Johnson Creek School District at 455 Aztalan Street to permit:

- 1) A monument sign not to exceed 104 square feet with an electronic message sign not to exceed 18 square feet, and
- 2) Provide an east-west sidewalk and crosswalk south of the school garden, connecting the high school gym with the football field.
- 3) Provide a crosswalk connecting the high school gym with the baseball diamond, and a sidewalk west to the concession stand – along the south side of the south parking lot.
- 4) The area around the concession stand should also be paved.

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

**PASSED AND ADOPTED** by the Village Board of Trustees this 23<sup>rd</sup> day of May, 2016

\_\_\_\_\_  
John L. Swisher, Village President

ATTEST:

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

Zoning \_\_\_\_\_

Office Use
Permit No. _____
Parcel # _____

### SIGN PERMIT

Zoning Code - Chapter 250-111

Village of Johnson Creek

125 Depot Street, P.O. Box 238, Johnson Creek, WI 53038  
Email: [info@johnsoncreekwi.org](mailto:info@johnsoncreekwi.org) Web: [www.johnsoncreek-wi.us](http://www.johnsoncreek-wi.us)  
920-699-2296 Phone 920-699-2292 Fax

Address 455 AZTALAN ST

Owner JOHNSON CREEK SCHOOL DIST

Business Name JOHNSON CREEK Schools

Business Mailing Address PO Box 39, Johnson Creek WI 53038

Phone No 920 699 2811 Fax No 920 699 2801

Email Address gorvey.m@johnsoncreekschools.org

Sign Erector JCSJ Phone No 920 699 2811

Sign Erector's Address PO Box 39 Johnson Creek WI 53038

The undersigned hereby agrees that all work shall be done in accordance with this application, all ordinances of the Village of Johnson Creek and all laws and order of the State of Wisconsin.

Type of Sign Public Information Value of Sign \$ \$15,000

Sign Information:		Setback Information:	(from Property Lines)
Overall Height	<u>104.25</u>	Front:	
Area (Square feet)		Rear:	
Number of faces:	<u>2</u>	Side:	

#### SUBMITTAL REQUIREMENTS

- **Attach site plan for ground signs or site plan & building elevations(s) for wall sign(s)**  
A site plan showing the setbacks from the property lines, buildings, existing & proposed site improvements, including but not limited to parking areas, driveways, sidewalks, buildings, green area, landscaping and other signs; and the proposed location of the sign must be attached to this application. If sign requires Plan Commission review, you will be contacted with further instructions.

- **Colored rendering of each sign.**

Showing the dimensions and text of each sign.

**Note: Signage cannot be located in public right-of-way, required green space, parking stalls/aisles or in a vision triangle.**

- **Fee payment (\$2.50 per square foot) \***

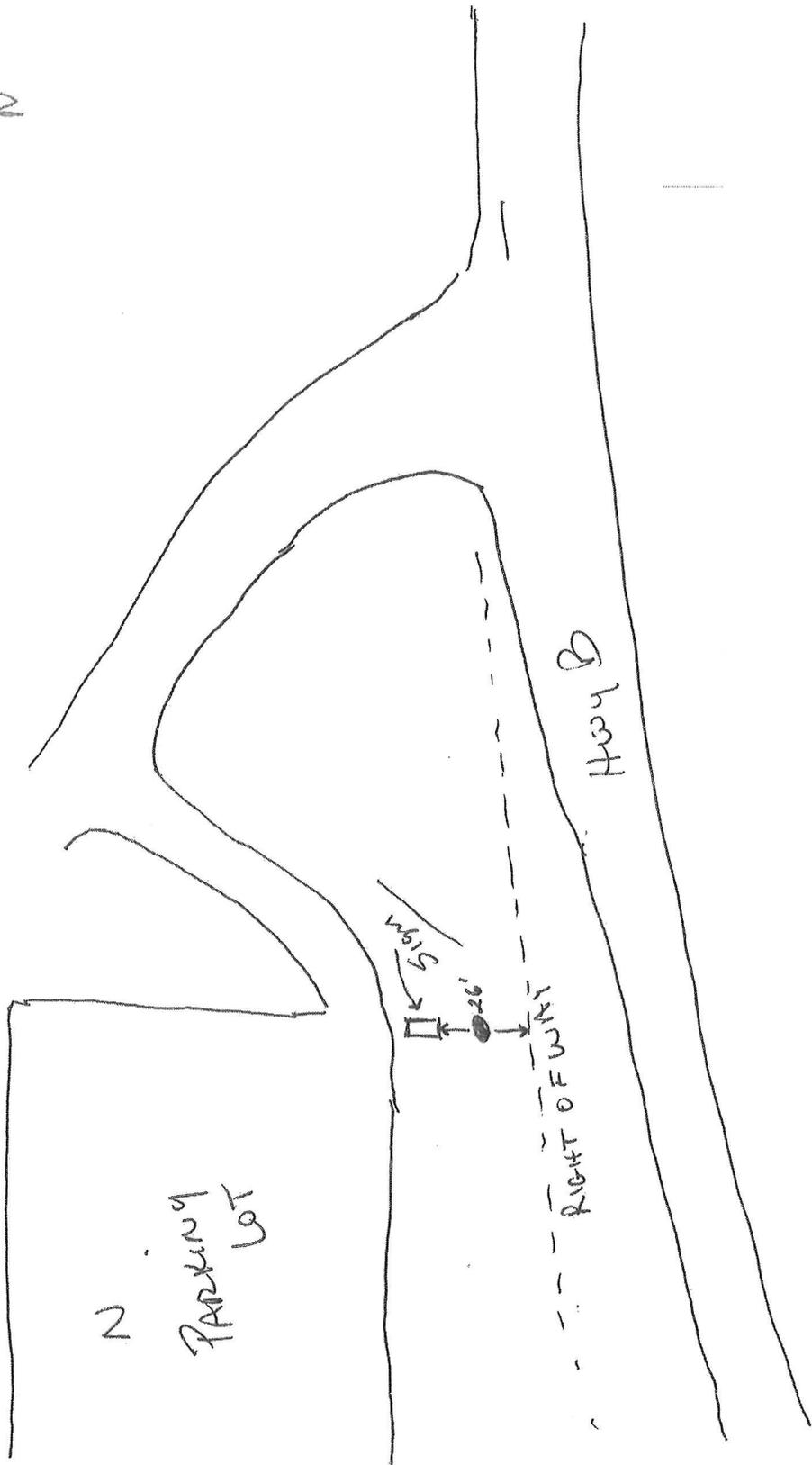
\* Failure to obtain permit prior to commencement of work will result in a fee of double the permit fee.

I verify that the information submitted is accurate to the best of my knowledge.

Applicant's Signature \_\_\_\_\_ Date: \_\_\_\_\_

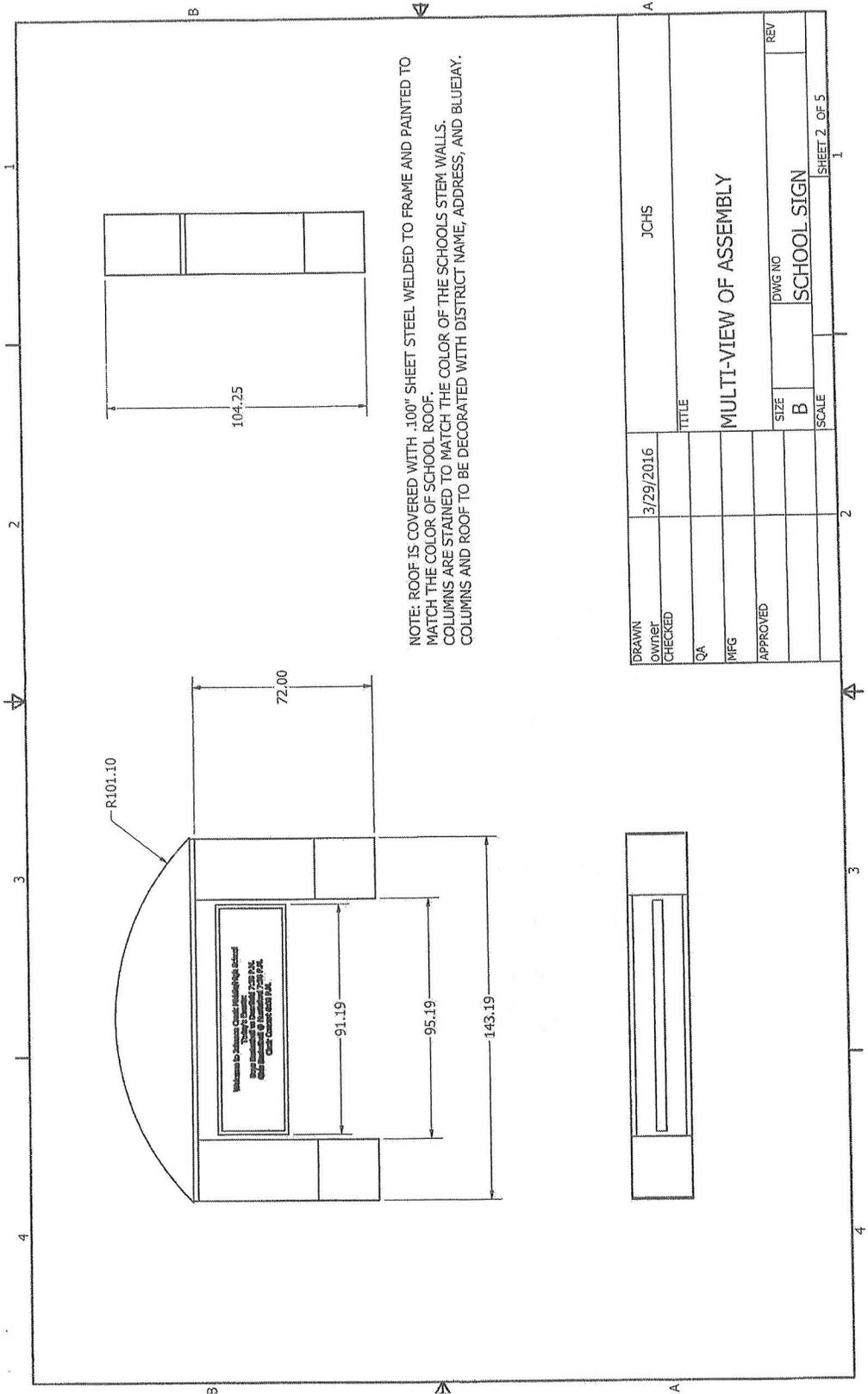
For Office Use Only:			
Number of signs _____	Sign area (sq. ft) _____	x \$2.50/sq. ft. :\$ _____	
Fee Received: \$ _____	Date: _____	By: _____	
SIGN 01-435.200			
Approved: Yes _____ No _____	Date: _____	By: _____	

S:\MS Word\Applications\Sign Permit 2015.doc

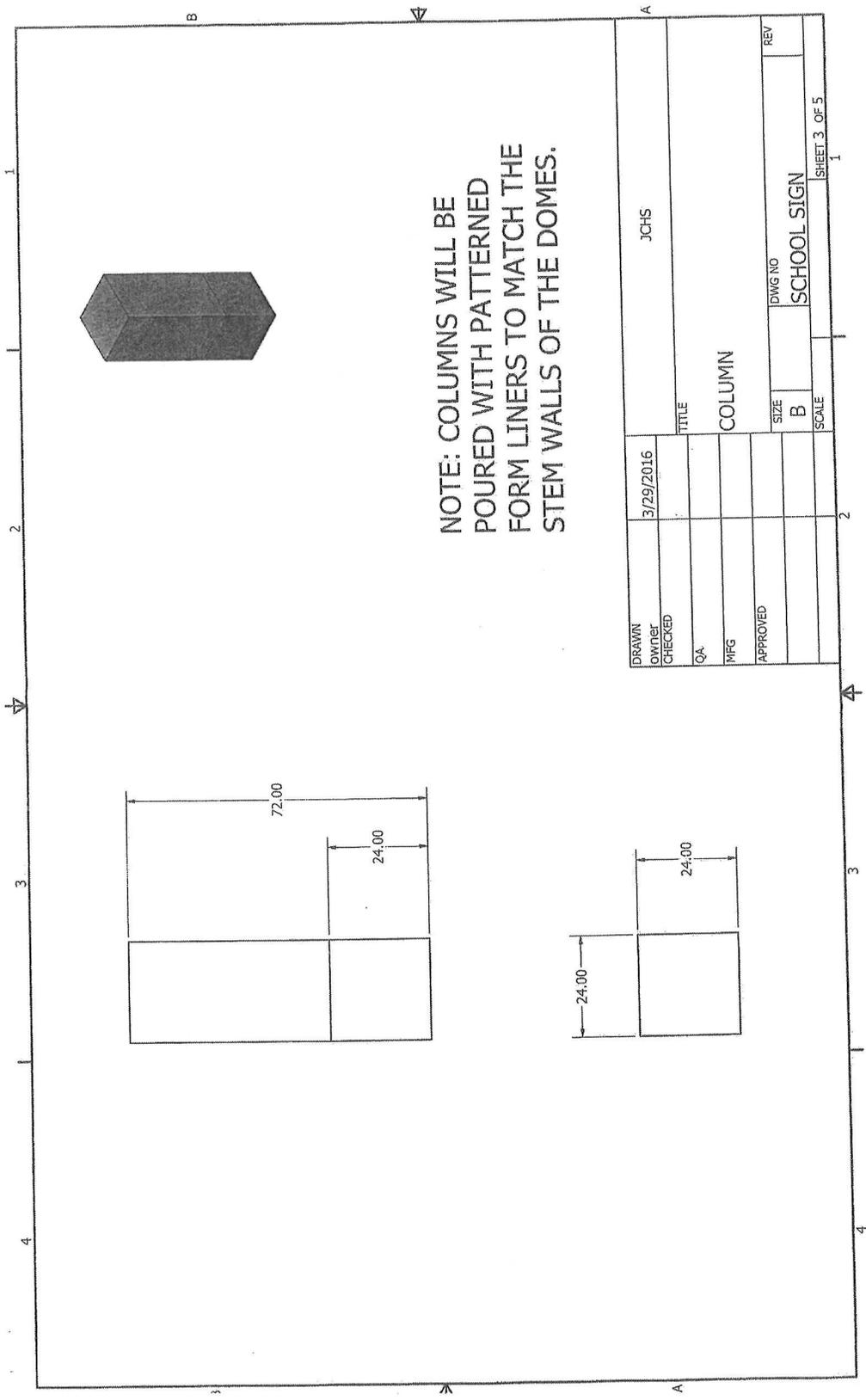








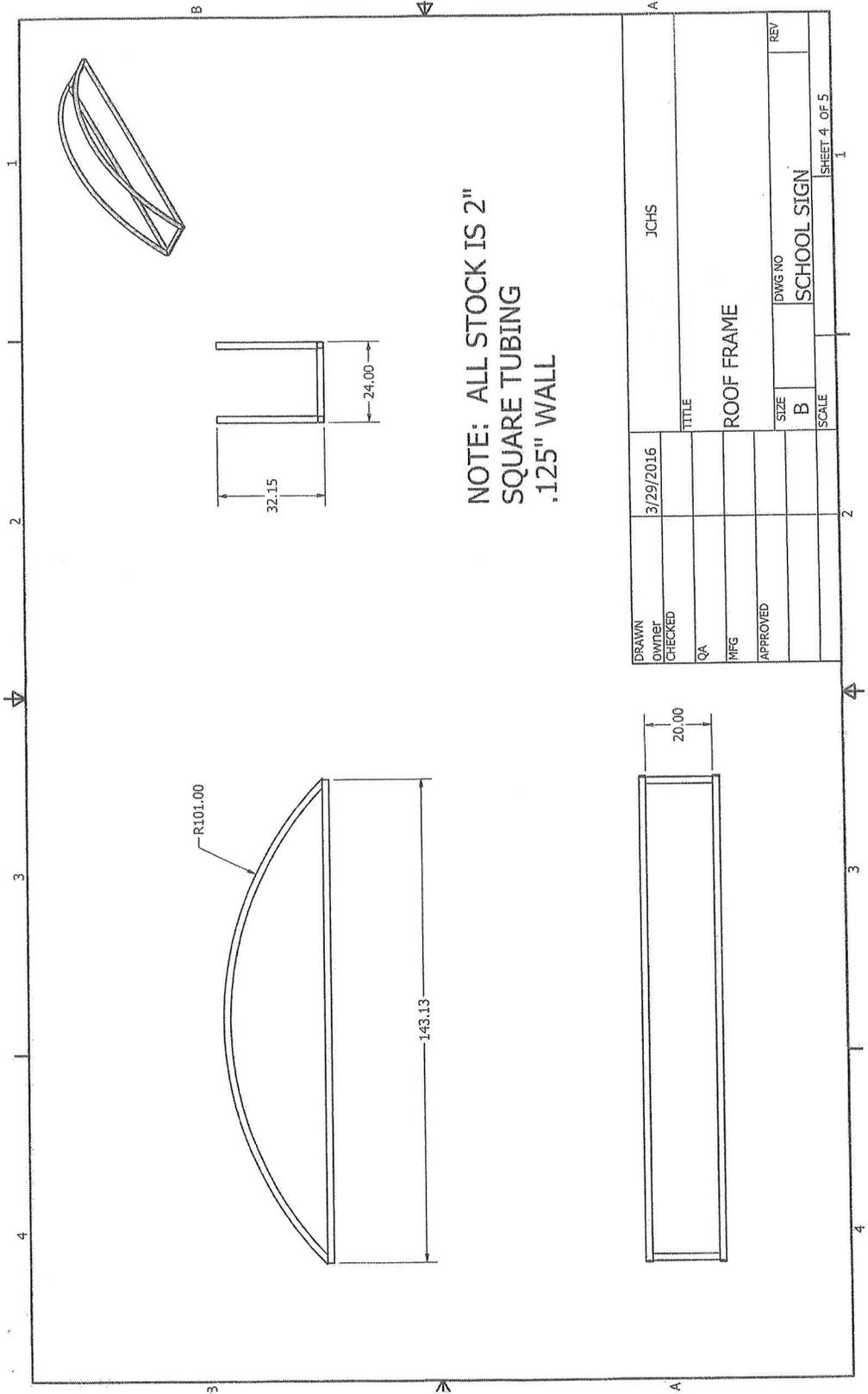
DRAWN	3/29/2016	JCHS	
OWNER		TITLE	
CHECKED		MULTI-VIEW OF ASSEMBLY	
QA		SIZE	DWG NO
MFG		B	SCHOOL_SIGN
APPROVED		SCALE	
			SHEET 2 OF 5

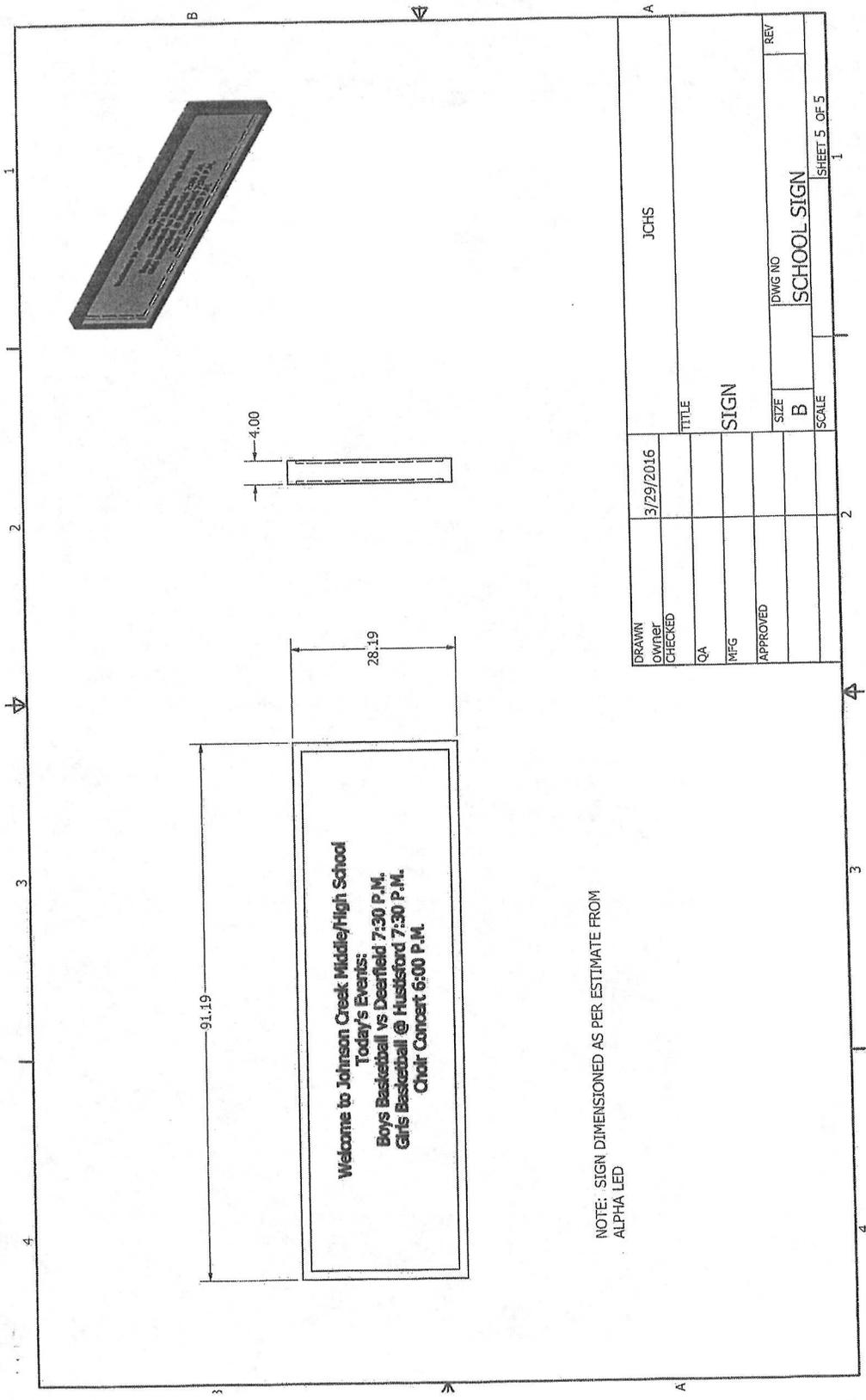


NOTE: COLUMNS WILL BE  
POURED WITH PATTERNED  
FORM LINERS TO MATCH THE  
STEM WALLS OF THE DOMES.

DRAWN	3/29/2016	JCHS
OWNER		
CHECKED		
QA		TITLE
MFG		COLUMN
APPROVED		SIZE
		B
		DWG NO
		SCHOOL SIGN
		SCALE
		1

SHEET 3 OF 5





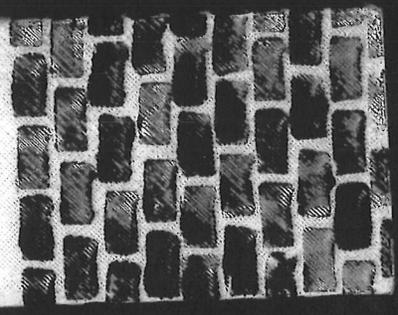
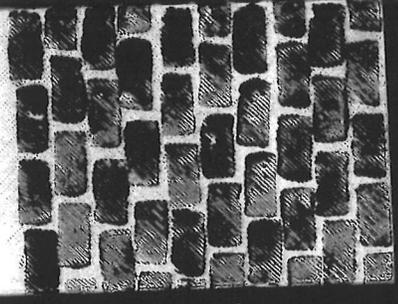
NOTE: SIGN DIMENSIONED AS PER ESTIMATE FROM ALPHA LED

DRAWN	3/29/2016	JCHS
OWNER		
CHECKED		
QA		TITLE
MFG		SIGN
APPROVED		SIZE
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		SCALE
		1
		DWG NO
		SCHOOL SIGN
		REV
		1
		SHEET 5 OF 5

**JOHNSON CREEK SCHOOLS**



455  
AZTALAN



RESOLUTION 51-16

PETITION FOR 2017 COUNTY HIGHWAY AID

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

WHEREAS, Jefferson County has approved a resolution to appropriate funds for the improvement of highways within the Village of Johnson Creek,

WHEREAS, the total improvement costs is \$4,264 based on 21.32 miles of Village Streets,

WHEREAS, Jefferson County's share is 50% or \$2,132,

WHEREAS, as of January 1, 2015 there is \$62,415.54 in the Johnson Creek Road Construction Fund for work done by Jefferson County for paving, seal coating, etc. for roads in Johnson Creek,

NOW THEREFORE BE IT RESOLVED, that the Committee of the Whole recommends that the Village Board approves petitioning Jefferson County for payment of County Highway Aid in the amount of \$2,132, and the Village of Johnson Creek pay their 50% share in the amount of \$2,132 to be coded to account number 01-134.310 Highway Advances to County.

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

PASSED AND ADOPTED by the Village Board of Trustees this 23rd day of May 2016.

John L. Swisher, Village President

ATTEST:

Joan Dykstra, Clerk – Treasurer



Jefferson County Highway Department  
 1425 S. Wisconsin Drive  
 Jefferson, WI 53549  
 920-674-7266 920-674-7289 fax

William T. Kern  
 Highway Commissioner  
 Highway Account Specialist  
 Alice Fischer

April 25, 2016

RECEIVED

Joan Dykstra, Village Clerk  
 Village of Johnson Creek  
 P.O. Box 238  
 Johnson Creek, WI 53038

APR 2 / 2016

Dear Joan,

This letter is in regards to the County Road Aid Petition Money. This year it has been decided to handle the County Road Aid similar to last year. Like last year, we have decided that the municipalities should only send in their portion of the funds and that the Highway Department will match these funds in 2017. This means that in April of 2017, we will be applying our matching funds to your account so that the full amount can be used in 2017 for road construction projects.

We would appreciate having the enclosed petition form and your municipalities' portion of the petition monies returned to the County Highway Office by **June 30, 2016**. The petition is being mailed to you in duplicate. Please return the original to the Highway Office after your village meeting in order that the Highway Committee can report to the County Board of Supervisors. The duplicate is for your files.

The Village of Johnson Creek has 21.32 miles of village streets, according to the mileage established by the Wisconsin Department of Transportation. Therefore, the municipalities' amount of the petition that is due by June 30, 2016 is \$2,132.00. The county share amounting to \$2,132.00 will be applied to the municipalities account in April of 2017.

Enclosed is a copy of County Road Aid Resolution No. 2005-02. On April 19, 2005, the County Board of Supervisors adopted Resolution No. 2005-02 establishing the procedure for County Road Aid to towns, villages and cities for road projects. The most notable change in County Road Aid is that the Jefferson County Highway Department has the right of first refusal on future road construction projects.

We again offer the cooperation and help of our Highway Department if you wish to consult us regarding proposed street work in the Village of Johnson Creek. Please notify our office if you are going to do any construction, so that our staff may assist you in assessing your needs and making recommendations.

The Highway Department has moved to their new location. Please update your records of our new address of 1425 S. Wisconsin Drive, Jefferson, WI 53549.

If there are any questions regarding this or other matters related to our department, please contact me or another member of our staff.

Sincerely,

JEFFERSON COUNTY HIGHWAY DEPARTMENT

William T. Kern  
 Highway Commissioner

NOTE: Petition and check for municipalities' portion of petition **MUST** be in our office by June 30. If there is a concern with the date please contact our office.

**PETITION FOR COUNTY HIGHWAY AID**

The Village of Johnson Creek, Jefferson County, Wisconsin, hereby petitions the Board of Supervisors of the County of Jefferson as follows:

1. That heretofore, to-wit, on the 23rd day of May, 2016, at a lawful meeting of the governing body of said municipality a resolution was duly adapted to appropriate funds for the improvement of highways in said municipality at a cost estimated as follows:

Local municipality share \$2,132.00 (to be paid by June 30)

County of Jefferson share \$2,132.00 (to be applied to account in April)

Total improvement costs \$4,264.00

2. That the County of Jefferson share of the appropriation does not exceed the maximum of \$100.00 per mile of local roads in said municipality.
3. That said municipality is willing to abide by the rules set forth in Resolution No. 2005-02 adopted April 19, 2005, and to offer the Jefferson County Highway Department a right of first refusal for the work.

4. According to the resolution, Village of Johnson Creek takes the position of **(must check one)**:

Will participate in County Road Aid this year.

Does not wish to participate in County Road Aid this year.

WHEREFORE, said municipality requests that the Board of Supervisors of the County of Jefferson grant this petition for County highway aid in the sum of \$ \$2,132.00 in accordance with the provisions of s.83.14 and s. 83.03(1) of the Wisconsin Statutes and in accordance with the resolutions of said Board of Supervisors heretofore adopted.

Dated this 23rd day of May, 2016.

*Village of Johnson Creek*

\_\_\_\_\_  
John L. Swisher, Village President

\_\_\_\_\_  
**NOTE: Petition and check for municipalities' portion of petition MUST be in our office by June 30**

RESOLUTION NO. 2005-02

WHEREAS, Resolution No. 172, adopted March 11, 1969, establishes the procedure for county aid to towns, villages and cities for road projects, and

WHEREAS, Section 83.14, Wis. Stats., provides that the County is not obligated to aid town or village construction in excess of \$2,000 per year, and

WHEREAS, the County may provide discretionary aid under Section 83.03, Stats., in excess of \$2,000, and

WHEREAS, previous County Board policy is to provide aid to towns, villages and cities at the rate of \$100 per mile of roads within their respective municipalities, and

WHEREAS, it is desirable when discretionary aid is granted that the County Highway Department have the opportunity to perform the work,

NOW, THEREFORE, BE IT RESOLVED that filing a petition for county road aid in excess of \$2,000 in any year shall require the petitioning municipality to offer the work to the County Highway Department prior to entering into a contract with another party.

BE IT FURTHER RESOLVED that municipalities carrying over balances shall not be required to offer the Highway Department a right of first refusal for the work if said work is contracted for in 2006.

*Fiscal Note: The 2005 budget contains \$92,874 for this program. Requiring municipalities to offer the work under this program to the County Highway Department may result in greater utilization of Highway Department forces and savings from greater economies of scale. It is not anticipated that this resolution will have a significant fiscal impact.*

AYES \_\_\_\_\_26\_\_\_\_\_

NOES \_\_\_\_\_1\_\_\_\_ (Bockmann)

ABSENT \_\_\_3\_\_\_

Requested by  
Highway Committee

04-19-05

RESOLUTION 52-16

BEER, LIQUOR COMBINATION LICENSES  
2016-2017

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

WHEREAS, applications have been received and filed with the Village Clerk for various municipal licenses,

WHEREAS, the applicant must meet the provisions of Johnson Creek Municipal Code Chapter 150-7C. "no license shall be issued for operation of any premises upon which there is an obligation owed the Village or other financial claim, as set forth in Section 15-19, remain delinquent or are unpaid".

NOW THEREFORE BE IT RESOLVED, that licenses be issued to the following individuals/firms for the purpose so stated for the year ending June 30, 2017.

**CLASS A LIQUOR & BEER**

IGAS, LLC, DBA: Johnson Creek Mobil, Ramkrishna Subedi, agent, 403 South Street  
Kwik Trip, Inc. #487, Brian L Weihert, agent - 465 Village Walk Ln.  
Loeder Oil Co, Inc, DBA: Linmar BP, Daniel L. Loeder, agent, 880 E. Linmar Ln

**CLASS B COMBINATION LIQUOR AND BEER**

Fiesta Garibaldi of Johnson Creek, LLC owned by Jose H. Rebollar, Jose H. Rebollar, agent, 310 Milwaukee St.  
Highway Harrys Inc., Crystalyn J. Glover, agent, 710 Glover Lane  
Kim Leitner, DBA: Tappers Bar & Grill, LLC, Kim Leitner, agent, 125 Milwaukee Street

**CLASS B COMBINATION LIQUOR AND BEER – BONA FIDE CLUB**

Schlesner Burri Post #305, The American Legion Department of Wisconsin, Marlene Schultz, agent, 223 First Street

**CLASS B REER AND CLASS C WINE**

The Gobbler Theater, LLC, Daniel Manesis, agent, 350 N. Watertown Street

**CLASS B COMBINATION LIQUOR AND BEER – RESERVE**

Midpoint Eatery and Sports Pub, Inc, Patrick Smith, agent, 385 Wright Road  
Reliance, LLC, DBA: Comfort INN & Suites, Miteshkumar Shah, agent, 725 Paradise Lane

BE IT FURTHER RESOLVED, that these licenses are issued subject to compliance and the Village Clerk-Treasurer has the authority to effectuate this Resolution.

PASSED AND ADOPTED by the Village Board of Trustees this 23<sup>rd</sup> day of May, 2016

\_\_\_\_\_  
John L. Swisher, Village President

ATTEST:

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

RESOLUTION 53-16

**CIGARETTE, AMUSEMENT AND OPERATORS LICENSES  
2016-2017**

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

**WHEREAS**, the following applications have been received and filed with the Village Clerk for various municipal licenses, and

**WHEREAS**, all applicants must meet the provisions of Johnson Creek Municipal Code Chapter 150-7C, and

**NOW THEREFORE BE IT RESOLVED**, that the licenses be issued to the following individuals/firm for the purpose so stated for the year ending June 30, 2017;

**CIGARETTE LICENSES**

- IGAS, LLC, DBA: Johnson Creek Mobil - 403 South Street
- Kwik Trip Inc #487 - 465 Village Walk Ln
- Patio of Marshfield, Inc, DBA: Pine Cone Travel Plaza – 685 W. Linmar Ln
- Loeder Oil Co Inc, DBA: Linmar BP – 880 E. Linmar Ln

**AMUSEMENT LICENSES**

- AMC Showplace Theatres, Inc – 420 Village Walk Ln – 8 machines
- IGAS, LLC, DBA: Johnson Creek Mobil - 403 South St. - 2 machines
- Fiesta Garibaldi of Johnson Creek LLC owned by Jose H. Rebollar – 310 Milwaukee St. - 5 machines
- Midpoint Eatery and Sports Pub, Inc.-385 Wright Rd. – 6 machines
- Patio of Marshfield, Inc, DBA: Pine Cone Travel Plaza - 685 W. Linmar Ln. - 3 machines
- Schlesner Burri Post #305, The American Legion - 223 First St. -2 machines
- Kim Leitner, DBA: Tappers Bar & Grill, LLC - 125 Milwaukee St. - 8 machines

**OPERATORS LICENSES:**

- Schlesner-Burri -** Regina M. Hohmann
- American Legion Post 305** Monica L. Latsch
- Michael P. Ninmann
- Marlene M. E. Schultz
- Larry E. Waldmann

- Fiesta Garibaldi of Johnson Creek, LLC**
- owned by Jose H. Rebollar** Hannah A. Grockowski
- Dionicio C Leon

- Highway Harry’s** Ashley L. Antisdell
- Michelle L. Briggs
- Donald A. Frank
- Jessica L. Melchior
- Michael R. Smith
- Elita D. Talamantes
- Sarah N. Tavanello

- Independent** Joshua J Braunschweig

**Kwik Trip - #487**

Chris A. Canadeo  
Pamela J. Frohmader  
Renee S. Garlock  
Amber G. Gonska  
Lori M. Hogan  
Terri A. Jimenez-Schulze  
Steven D. Keller  
Paige D. Kramer  
LaVon L. LaDien  
Toni E. Martin  
Luis R. Molina  
Dawn A. Pint  
Stephanie L. Roe  
Gregory S Sireno  
Michelle A. Solem  
Lauren A. Stout  
Mary E. Taylor  
Daniel A. Wagand  
Lisa S. Watters  
Tiffany M. Willing  
Wendelin A. Zastrow

**Loeder Oil/Linmar BP**

Jeffrey A. Brunk  
Jaime E. Findorff  
Sandra L. Glascock  
Sandra J. Hilt  
Daniel J. Korte  
Donald L. Lundy  
Harold E. O'Marrah  
Kevin A. Waddell

**Midpoint Eatery and Sports Pub**

Sandra E Locke  
Melissa F Monroe  
Justin J Rageth  
Kassandra L Reed  
Melanie Jo Schloesser

**Reliance LLC/ DBA Comfort Inn**

Brandon L. Kracht

**Tappers Bar & Grill, LLC**

Jenna Arndt  
Marylyn A. Becker  
Farren R. Graham  
Justin T. Hall  
Lauri A. Kelleher  
Janet M. Roth  
Janelle Schick  
Candra Seekamp  
Amber M. Woods

**BE IT FURTHER RESOLVED**, that these licenses are issued subject to compliance with all municipal code requirements for reissuance of the license and the Village Clerk-Treasurer has the authority to effectuate this resolution.

**PASSED AND ADOPTED** by the Village Board of Trustees this 23<sup>rd</sup> day of May 2016.

\_\_\_\_\_  
John L. Swisher, Village President

ATTEST:

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

RESOLUTION 54-16

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**CABARET LICENSE  
THE GOBBLER THEATER, LLC  
350 N WATERTOWN ST**

---

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

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

**WHEREAS**, Daniel A. Manesis for The Gobbler Theater, LLC has requested an annual Cabaret License expiring June 30, 2017, at 350 N Watertown St, and

**NOW THEREFORE BE IT RESOLVED**, that the Village Board grants an annual Cabaret License at 350 N. Watertown St to Daniel A. Manesis at 350 N Watertown St, and

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

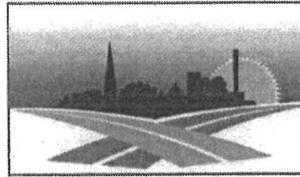
**PASSED AND ADOPTED** by the Village Board of Trustees this 23<sup>rd</sup> day of May 2016.

Attest:

\_\_\_\_\_  
John L. Swisher, Village President

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

Village of Johnson Creek  
125 Depot Street  
P.O. Box 238  
Johnson Creek, WI 53038  
Phone (920) 699-2296  
Fax (920) 699-2292



Crossroads with a Future

### CABARET LICENSE APPLICATION – CHAPTER 115

115-2 No person, firm or corporation operating any Class B licensed premises shall permit, allow or offer live entertainment for its customers without first obtaining a Village cabaret license as provided hereinafter.

<b>Cabaret License Fees:</b>	<b>Annual (115-6 expires June 30<sup>th</sup>)</b>	<b>\$300</b>	<b>\$ <u>300.00</u></b>
	<b>Short-term (3 days or less)*</b>	<b>\$ 35</b>	<b>\$ _____</b>
	<b>Application Fee</b>	<b>\$ 25</b>	<b>\$ <u>25.00</u></b>
	<b>Total Amount Due</b>		<b>\$ <u>325.00</u></b>

\*Date(s) Event: 7/1/16 to 6/30/17 Time(s) Event: \_\_\_\_\_ to \_\_\_\_\_

Location Address: 350 N. Watertown St, Johnson Creek, WI 53038

Specific Premise(s) to be licensed: 350 N Watertown St, Johnson Creek, WI 53038  
(Attach a map of the location/premise)

Name of Business and/or Event: The Gobbler Theater, LLC

Name of Owner/Company of Premise: DANIEL A MANESIS

Contact Phone #: 414-333-4358

Please list any experience in operating a Cabaret licensed event with dates and location:  
NONE

Have you been convicted of violating any federal, state or local laws? Yes  No  (Circle One) and list

Will you be serving alcohol?  Yes / No (Circle One)

If Yes:

Do you have a Class B Beer and/or Liquor license?  Yes / No (Circle One)

Do you have a Class B Picnic license? Yes /  No (Circle One)

Signature of Owner/Applicant: [Signature] Date: 4-20-2016

At the time of filing the application, the license fee and application fee shall be paid to the Village Clerk. This application must be completed at least 30 days prior to date of event.

Amount Paid at time of application: (CABA) \$ _____	Cash or Check# _____
Signature of Clerk: _____	Date: _____ Res#: _____
Signature of Administrator: _____	Date: _____
Signature of Chief of Police: _____	Date: _____

S:\MS Word\Applications\Cabaret.doc

RESOLUTION 55-16

MOBILE HOME COMMUNITY LICENSES  
2016/2017

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

**WHEREAS**, applications have been received and filed with the Village Clerk for Mobile Home Community licenses,

**WHEREAS**, the applicants have met the provisions of Johnson Creek Municipal Code Chapter 150-7(C) which requires all taxes, assessments or other financial claims due to the Village to be paid.

**NOW THEREFORE BE IT RESOLVED**, that a license be issued to the following Mobile Home Communities for the year ending June 30, 2017:

- Back Acres Mobile Home Park, LLC – 105 Aztalan St. 50 spaces or less
- Village Terrace Mobile Home Park, LLC – 212 Mary St. 150 spaces or less

**BE IT FURTHER RESOLVED**, the Village Clerk-Treasurer have the authority to effectuate this Resolution.

**PASSED AND ADOPTED** by the Village Board of Trustees this 23<sup>rd</sup> day of May 2016.

\_\_\_\_\_  
John L. Swisher, Village President

ATTEST:

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

## Joan Dykstra

---

**From:** Public Administration Associates, LLC <paassoc@northnet.net>  
**Sent:** Wednesday, May 18, 2016 10:27 AM  
**To:** joand@johnsoncreekwi.org  
**Subject:** Village Administrator Search Process  
**Attachments:** Attributes of AdministratorJC16.doc; PositionAnnouncementJohnsonCreek09.doc

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Joan-

While we cannot attend a meeting in Johnson Creek on Monday due to a prior commitment in Grafton, we can get the process started by gathering input from you and the Village Board members.

I've attached a survey asking for the attributes you would desire in a new Administrator, and the position announcement from the 2009 search. We would ask each board member to complete the survey (select the most important attributes) and either email it directly back to us, or deliver it to you (Joan) at your Monday evening meeting.

We will need a decision by the board as to the salary range to include in the position announcement. I will provide you with an analysis of salaries of similarly sized Wisconsin communities on Monday so that you will have that information for your Monday evening meeting.

I would propose to write the position announcement on Tuesday for placement (after a final OK from you) late Tuesday or Wednesday, May 24<sup>th</sup> or 25<sup>th</sup>. We are suggesting a closing date of June 17<sup>th</sup>. We would like to meet with the Board during the week of June 20<sup>th</sup> to June 24<sup>th</sup> to review all applicants and select 8 to 10 semi-finalists. We would anticipate the next meeting to be July 5<sup>th</sup>, 6<sup>th</sup>, or 7<sup>th</sup>, depending on your availability, with the final interviews perhaps on July 15<sup>th</sup> and 16<sup>th</sup>. These dates are tentative and can be adjusted to reflect the board's needs.

We look forward to working with you and Johnson Creek again.

Denise & Bill Frueh  
PAA

The Village of Johnson Creek is seeking a new Village Administrator.

Please indicate your assessment of the **five most important** areas of experience and personal qualities he/she should possess. (Put a check mark beside the five attributes selected in both categories)

**Experience in certain municipal endeavors:** (indicate the five most important)

- Industrial Development/Redevelopment
- Commercial/downtown Development/Redevelopment
- Sound fiscal policies (budget development and financing)
- Capital Improvement Planning and Execution
- Community Planning (incl. Land Use)
- Labor Relations (Employee Union Negotiations & Personnel Management)
- Tax Incremental Financing
- Managing Public Safety (Fire and Police)
- Neighborhood Revitalization
- Public Works and Engineering Management
- Parks Management
- Grant Writing (County, State and Federal)
- A verifiable record of community accomplishments in past employment
- Other \_\_\_\_\_

**Personal Qualities:** (indicate the five most important)

- Integrity
- Vision
- Innovative (thinks outside the box)
- History of stable tenures in other municipalities
- Dynamic Leadership Skills
- Open and Positive Communication Skills (public relations)
- A team builder and leader in addressing community problems
- A collaborative style in carrying out Village Board policies
- A strong work ethic (committed to public service)
- Works harmoniously with elected officials (including other governmental entities)
- Other \_\_\_\_\_

**Submitted By:** \_\_\_\_\_  
**Village Board Member**

**Thank you for your input!**

## **Johnson Creek, WI (Population 2,122)**

### **Village Administrator**

“Crossroads with a Future” defines this progressive, rapidly growing, civic oriented community located midway between Madison and Milwaukee on I-94. Seven Member Board elected on a non-partisan basis. \$3M total budget; 16 FT employees. Salary \$60K to \$80K plus benefits, DOQ.

Desire bachelor's, prefer master's degree with at least 2 years municipal experience in local government administration including strong background in economic and community development, TIF, and finance and budget administration. Experience in code enforcement, public safety and personnel management, including collective bargaining; strong leadership and communication skills, knowledge of planning, grant writing, zoning and long range planning, and public works. Visit community web site at [www.johnsoncreek-wi.us/](http://www.johnsoncreek-wi.us/).

Send cover, resume, salary history and references to Public Administration Associates, LLC, P. O. Box 282, Oshkosh, WI 54903; e-mail [paassoc@northnet.net](mailto:paassoc@northnet.net); phone 920-235-0279; by March 6, 2009. Confidentiality must be requested by applicant and cannot be guaranteed for finalists.



# Memo

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**To:** Johnson Creek Village Board  
**From:** Brian Huibregtse PE, MSA Professional Services  
**Subject:** Committee of the Whole Recommendation – Aztalan St/Milwaukee St Traffic Study  
**Date:** May 18, 2016

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During the May 9, 2016 **Committee of the Whole** meeting, it was recommended by the committee to install a stop sign at the south approach of the Union Street/Aztalan Street & Milwaukee Street intersection. Below is the text from the Traffic Study that includes both Pros & Cons for this alternative. It also should be noted that as part of the recommendation from the committee, ‘Ladder’ style crosswalk pavement markings should be added to the existing crossing. The installation of this type of pavement markings is estimated to be \$500.

1.) *Install a stop sign on the south approach of intersection (PREFERRED)*

*This alternatives includes the installation of a stop sign for northbound Aztalan Street traffic resulting with the intersection operating as an all-way stop. As part of this alternative, ‘all-way’ sign plaques would need to be installed for southbound and westbound traffic, warning flags installed on each approach to notify drivers of the change, a new stop bar pavement marking and a stop ahead sign should be considered for the south approach. Below is a list of the pros and cons of this alternative.*

*Pros:*

- a) Requires vehicles to stop at this location, with or without the presence of pedestrians. Requiring vehicles to stop reduces the concern that Decision Sight Distance is not met on the south approach.*
- b) Reduces chances that pedestrians misinterpret safe gaps in traffic that would allow them to safely cross the roadway.*
- c) This alternative has the lowest cost and likely improves the safety of the crossing for pedestrians the most.*

*Cons:*

- a) The delay and queueing of vehicles on the north and east approach of the intersection will slightly increase.*
- b) Delay will increase on the south approach of the intersection due to the new stop condition. The anticipated queueing of vehicles at full build would be between 2-3 vehicles.*

---

**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 WEB ADDRESS: [www.msa-ps.com](http://www.msa-ps.com)

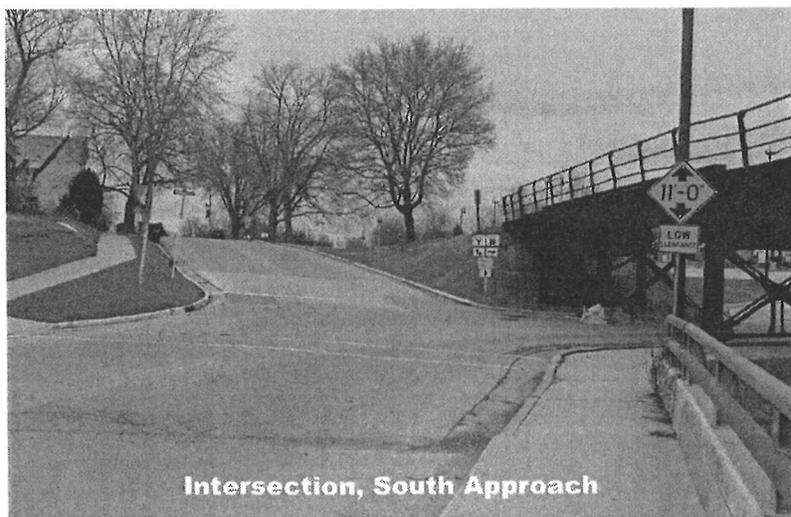
- c) *The location of the stop sign would need to be placed at the location of the existing low clearance bridge warning sign. The bridge sign would need to be relocated onto the existing structure or on an overhead sign structure. Coordination with the railroad and the county would likely be required to discuss relocation of the bridge clearance sign. It is recommended that advance warning for the low clearance bridge be considered south of the intersection.*
- d) *A new stop bar pavement marking is required on the south approach, adding additional cost to the alternative.*
- e) *Changing the traffic control of the intersection on the south approach from 'free' to 'stop' will likely increase the likelihood of rear end collision in the short term.*
- f) *Trucks utilizing Aztalan Street will now be forced to stop at the intersection at all times. Due to the hill on Union Street with a grade >10%, stopped trucks could have difficulties climbing the hill, especially in poor weather conditions. It should be noted that whenever a pedestrian is present in the crosswalk, these vehicles are already required to stop regardless of the weather conditions.*

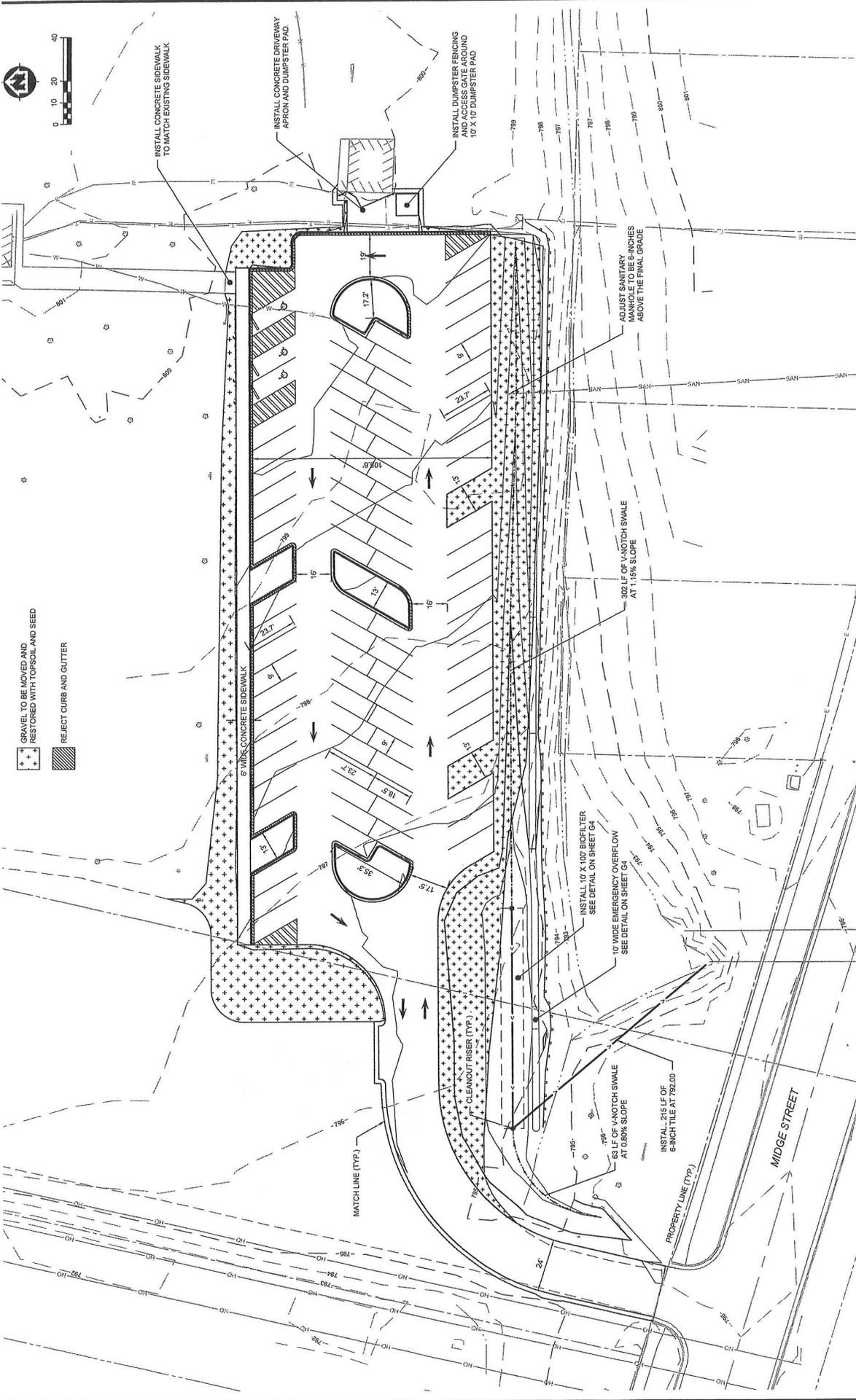
*Estimated Cost:*

*The cost to relocate and install new signs and add the stop bar would be less than \$1,500. If an overhead sign installation is required, an additional \$3,500 would be required per unit.*

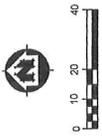
**Additional Notes or Action Items:**

- Additional coordination with Jefferson County and potentially the railroad will be required to determine the best location for the low clearance (11'0") sign that is located where the new stop sign is required. Relocation of the low clearance sign may be required on a new overhead sign support or on the bridge itself.
- The Village could consider enhancements to the Stop Sign, such as LED outlines, if driver compliance is not being achieved. Costs for this type of installation per sign could be between \$2,500 and \$4,500 depending on the type of set up.
- It is recommended the both warning flags and a Stop Ahead Warning sign be installed as part of this recommendation due to the change in intersection control.





- GRAVEL TO BE MOVED AND RESTORED WITH TOPSOIL AND SEED
- REJECT CURB AND GUTTER



PROPOSED SITE PLAN	DATE: 05/14/02
CENTENNIAL PARK PARKING LOT	SHEET: ST 2
VILLAGE OF JOHNSON CREEK	
JEFFERSON COUNTY, WISCONSIN	
<b>MSA</b> ARCHITECTURE   ENGINEERING   ENVIRONMENTAL PLANNING   PLANNING   SURVEYING (608) 241-7779 (toll-free) 846-6279 Fax: (608) 245-5664 Web: www.msa.com	REVISION NO. BY DATE 1. BY KIN DATE 2. BY KIN DATE 3. BY KIN DATE
PRELIMINARY	
PROJECT NO.: 21474 PROJECT DATE: 05/14/02 DRAWN BY: KIN CHECKED BY: KIN DATE: 05/14/02	SCALE: AS SHOWN DATE: 05/14/02



**PROFESSIONAL SERVICES**

More ideas. Better solutions.®

# Memo

**To:** Johnson Creek Village Board  
**From:** Kevin Lord, MSA Professional Services, Inc.  
**Subject:** Project Action Items  
**Date:** May 18, 2016

## Centennial Park

Items to consider prior to bidding:

- Landscaping needs
- Dumpster Fencing
- Gate at overflow parking
- Additional Power Drop
- Current Schedule –
 

May 23, 2016	Village Board Authorize to seek Bids
June 2, 2016	First Advertisement published
June 9, 2016	Second Advertisement published
June 17, 2016	Open Bids
June 20, 2016	Provide information to Village for Board Packets
June 27, 2016	Village Award of Contract
July 2016	Contracting and Preconstruction Meeting
Aug/Sep 2016	Construction
- Estimated Cost – Currently at \$170,000 of which \$5,000 is landscaping (Construction)

## CTH Y Intersections

Items to consider prior to bidding:

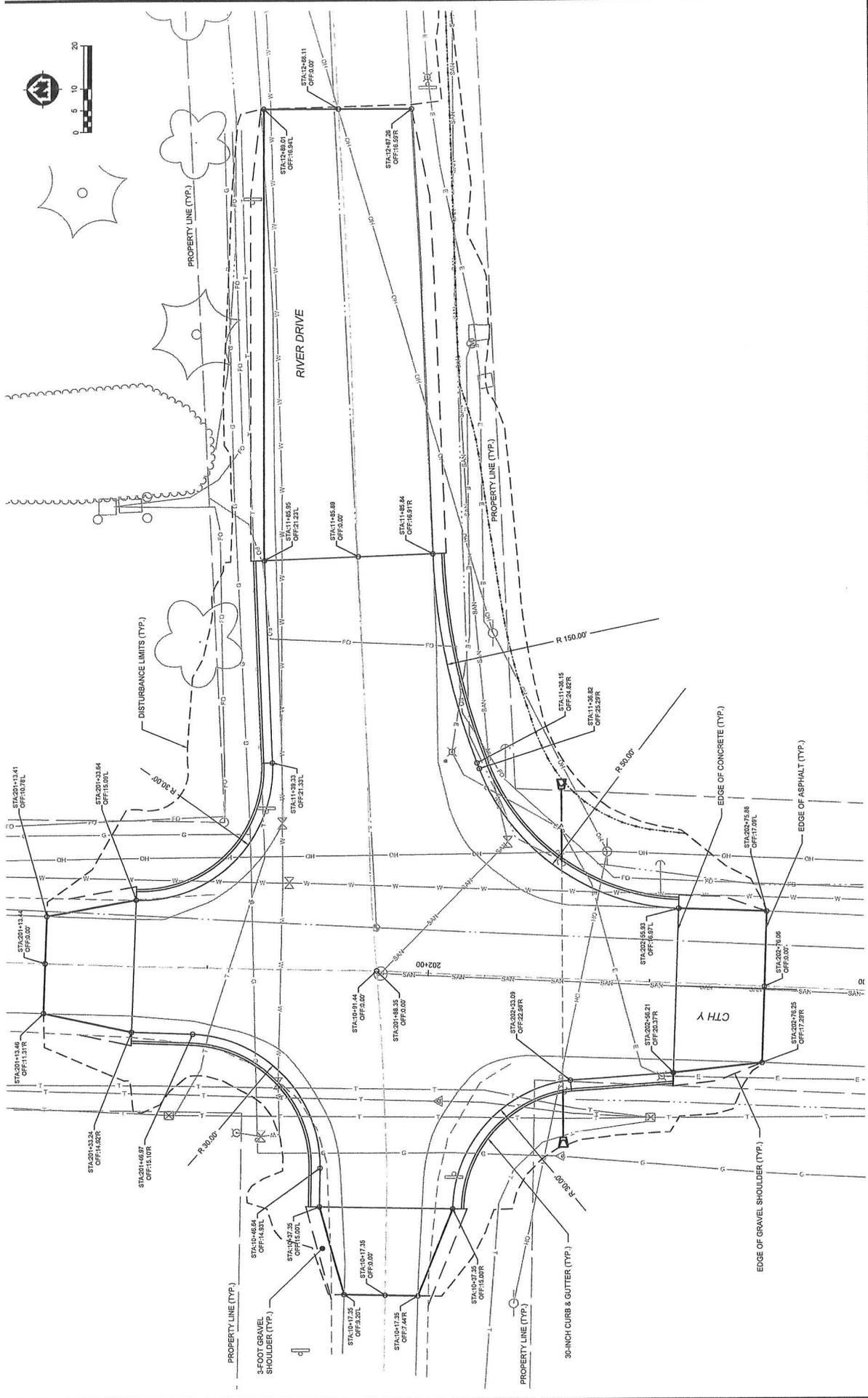
- Property Acquisition
- Depending on process, acquiring property can be a 6 to 9 month process
- Intersection with Resort Drive could move forward on the same schedule as Centennial Park or could wait a month if we want to try and reach out to landowners.
- Estimated Cost –
 

Resort Drive Intersection	\$33,700 (Construction)
River Road Intersection	\$128,500 (Construction)

### 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 WEB ADDRESS: [www.msa-ps.com](http://www.msa-ps.com)





PROJECT NO. 05114031		SCALE: AS SHOWN		DATE: JUNE 2004	
PROJECT DATE: 05/11/04		DRAWN BY: JTB		CHECKED BY: NSL	
P.L.:		DATE: 05/11/04		DATE: 05/11/04	
PLOT DATE: 05/11/04		PLOT NO. 05114031.001		PLOT DATE: 05/11/04	
<b>PRELIMINARY</b> <small>DESIGN SUBJECT TO CHANGE WITHOUT NOTICE</small>					
<b>MSA</b> <small>ARCHITECTURE   ENGINEERING   ENVIRONMENTAL</small> <small>2001 International Ln, Madison, WI 53704</small> <small>(608) 243-7779 (608) 446-0079 Fax: (608) 243-5664</small> <small>www.msa-engineers.com</small>					
<b>CTH Y INTERSECTION RECONSTRUCTIONS</b> <small>VILLAGE OF JOHNSON CREEK</small> <small>JEFFERSON COUNTY, WISCONSIN</small>					
<b>ROADWAY PLAN</b> <small>REV 2</small>					

**Bell Park Restroom/Shelter/Basketball Court**

Previous Schedule Discussed:

- April 25, 2016 Approval of Village to begin the design
- June 27, 2016 Approval of Board to seek bids for project
- July 7, 2016 First advertisement of the project
- July 14, 2016 Second advertisement of the project
- July 22, 2016 Open bids for the project
- August 8, 2016 Committee of the Whole recommends project
- August 22, 2016 Village Board approves project
- September 19, 2016 Estimated start of construction
- Spring 2017 Estimate completion of construction

Currently one month behind this schedule and construction would not begin until October. Probably should realistically consider 2017 for construction and bid over the winter.

Estimated Cost -	Basketball Court	\$74,883.00 (Construction and Engineering)
	Restroom/Shelter SW Corner	\$236,614.00 (Construction and Engineering)
	Restroom/Shelter NE Corner	\$198,093.10 (Construction and Engineering)

## Lisa Trebatoski

---

**From:** Joan Dykstra <joand@johnsoncreekwi.org>  
**Sent:** Friday, May 13, 2016 10:55 AM  
**To:** lisat@johnsoncreekwi.org  
**Subject:** FW: Rec committee

---

**From:** John Swisher [mailto:johns@johnsoncreekwi.org]  
**Sent:** Friday, May 13, 2016 10:23 AM  
**To:** Joan Dykstra <joand@johnsoncreekwi.org>; simplysigns@tds.net  
**Subject:** Fwd: Rec committee

agenda we will discuss.

**From:** "simplysigns@tds.net" <simplysigns@tds.net>  
**To:** 'John Swisher' <johns@johnsoncreekwi.org>  
**Sent:** 5/13/2016 10:15 AM  
**Subject:** Rec committee

hi John

we had a recreational committee meeting last night and they were wondering if we could put it on the agenda to discuss and recommend how we can get the fields dressed and that's the ball fields with the new dresser machine that was bought last year for doing the in fields they were thinking that would be done by the lawnmowing group with the parks directors directions.

Steve

=====  
This electronic mail message and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. Dissemination, forwarding, printing, or copying of this electronic mail without the consent of the sender is strictly prohibited. If you are not the intended recipient or the person responsible for delivering the electronic mail to the intended recipient, be advised that you have received this electronic mail in error; please immediately notify the sender by return mail.

## DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made by and between the Village of Johnson Creek, Wisconsin, a Wisconsin municipal corporation with offices located at 125 Depot Street, Johnson Creek, WI 53038 (the “Village”), North Resort Drive LLC, a Wisconsin limited liability company (herein referred to as the “Developer”), and BBC Land Ventures, LLC (“West Parcel Owner”).

### WITNESSETH:

**WHEREAS**, the Developer and West Parcel Owner propose to purchase, from the Village 19.058 acres more or less (Lots 5 and 6 of River Creek Centre Plat), together with vacated right-of-way; and

WHEREAS, the Developer and West Parcel Owner propose to acquire additional lands of adjacent Real Estate (as herein defined) from Private Parties which lands consist of approximately 9.34 total acres identified as Lots 1 and 2 on the attached Exhibit A (“Private Parcels”); and

**WHEREAS**, the Developer proposes to construct and develop a two hundred thousand (200,000 ±) square foot light manufacturing and distribution facility (the “Building”) on the land being purchased from the Village and the Private Parcel, which combined parcels consist of 28.4 acres of land, more or less and is referred to herein as the Project Parcel and depicted more fully as set forth on Exhibit B; and

**WHEREAS**, the Village has determined that the development and improvement of the Project Parcel is consistent with economic development goals approved by the Village when creating TID No. 3; in which the property is currently located; and

**WHEREAS**, the Village has determined that “but for” the commitment by the Village to assist the Developer in the acquisition and development of the Project Parcel, the Developer would not undertake the proposed development; and

**WHEREAS**, the Village has determined that the proposed development will create additional full time and part time jobs, and will generally benefit the economic development and climate of the Village and Jefferson County.

**WHEREAS**, in accordance with a general development plan approved by the Village Board on May 9, 2016, the Village has authorized the Developer and West Parcel Owner to submit a certified survey map, as more fully set forth on Exhibit C, which would divide the parcel into two parcels, the first being the “West Parcel” and the second being the “East Parcel,” both of which are depicted on Exhibit C;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and

sufficiency of which are acknowledged by both the Village and the Developer, the parties agree as follows:

## **SECTION 1 - – PURPOSE; LAND; DEFINITIONS; EXHIBITS**

**1.1. Purpose of the Agreement.** In order to facilitate development of the real estate, to promote community development, industry and job creation and to expand and enhance the tax base within the Village, the Village will provide a development incentive in the form of a cash grant in the form of \$888,857.00 as described more particularly in Section 2 of this Agreement. The parties intend to enter into this Agreement and to record the understandings and undertakings of the parties and to provide a framework within which the development of the real estate may proceed.

**1.2. Description of the Project.** Developer agrees to construct and operate a manufacturing warehouse facility on the East Parcel in accordance with the site plan to be submitted to and approved by the Village, in accordance with the terms and conditions of this Development Agreement. The business activity contemplated by the Developer is referred to herein as the “Project.”

### **1.3. Definition of Assessed Valuation.**

The term “Assessed Value” and/or “Assessed Valuation,” as those terms are used in this Agreement, shall refer to the assessed value of the improvements which the Developer is obligated to construct on the East Parcel described in this Agreement. These terms shall not include, for the purposes of this Agreement, the underlying assessed value of the real estate conveyed by the Village to the Developer.

## **SECTION 2 - ECONOMIC DEVELOPMENT INCENTIVES**

**2.1. Conveyance of Real Estate.** The Village agrees to convey, based upon the terms set forth in the Option Agreement, as amended and attached hereto as Exhibit D, and by Warranty Deed, free and clear of all liens and encumbrances, excepting recorded restrictions of record and any real estate taxes obligations accruing subsequent to the date of conveyance, fee title to parcels known as Lots 5 and 6 of River Creek Centre subdivision within the Village of Johnson Creek consisting of 19.4801 acres as shown on the attached Exhibit E (herein the “Real Estate” or “Property”).

A. The Village’s obligation to convey the Real Estate shall be subject to the following conditions:

(1) Submittal, approval and recording of a certified survey map, depicting the Private Parcels and the Real Estate as provided in this section; and

(2) Approval of all site plans and execution of this Development Agreement by both the Village and the Developer.

B. The Developer’s obligation to accept the conveyance of the parcel and meet all of the obligations set forth in this Development Agreement shall be subject to the following conditions:

(1) The Village's approval of the Developer's requested rezoning and plan submission, including the conditional use of a food production facility on the Property; and

(2) The issuance of an NOI and Wetland General Fill Permit from the Department of Natural Resources.

(3) Developer being able to obtain, on or before August 1, 2016, a conventional loan commitment letter for a loan in an amount of not less than \$12,000,000 with a term of five years amortized over twenty years and the interest rate fixed at not greater than 4.5%.

(4) The Village's approval of a certified survey map creating the West Parcel and East Parcel, subject to an agreement by Developer that in the event that the building addition is not constructed on the West Parcel in accordance with the tenant's lease and option contained therein, then in that event, Developer shall, at Developer's option, either (i) convey that portion of real estate within the West Parcel to the East Parcel as may be necessary to make the East Parcel a conforming lot pursuant to Village ordinances; or (ii) combine the West Parcel and East Parcel into one lot;

The Developer shall commence construction of the site improvements on the East Parcel as depicted on the approved site plans within ninety (90) days following conveyance of title from Village to Developer, but not later than September 1, 2016 ("Construction Commencement Date"). In the event the Developer fails to commence construction (which may consist of grading activity) of the proposed improvements on or before the Construction Commencement Date, subject to force majeure or an Act of God, the Village may, at its option, require the Developer to reconvey the Real Estate to the Village.

**2.2. Economic Development Grant.** As an additional incentive to assist the Developer in this Project, the Village agrees to reimburse the Developer the Developer's actual cost of site preparation for the West Parcel and East Parcel provided however that the amount of reimbursement shall be limited to an amount not greater than eight hundred eighty-eight thousand eight hundred fifty-seven and 00/100 dollars (\$888,857.00)("Grant Funds"). As used herein the term "site preparation" includes the Developer's actual costs associated with stormwater collection, conveyance and detention, grading of the Real Estate, construction of the site utilities, placement of other gravel and fill materials required by the site plans in order to allow placement of the concrete for the Building footprint to a height within six (6) inches of the grade, placement of gravel and fill material to prepare the Real Estate for parking lots and access roads and on-site and off-site storm water detention facilities required in order to comply with the administrative codes of the State of Wisconsin, as well as local and county ordinances. The administrative rules include, but are not limited to, Wisconsin NR151 – Notice of Intent (NOI) rules for construction, operation and maintenance of storm water management facilities for the Real Estate development. The term "site preparation" does not include landscaping costs, engineering, architectural, legal or other administrative or other costs associated with supervising and installation of the site preparation work. The Village shall reimburse the Developer's actual cost of site preparation within thirty (30) days of completion of the Building ("Village Reimbursement Date"), provided however, that the

Developer shall have provided to the Village invoices and other documentation which establishes the Developer's site preparation costs as that term is defined in this paragraph.

**2.3. Impact Fees.** The Developer agrees, subject to its simultaneous receipt of the Grant Funds, to pay an impact fee of forty-six thousand and 00/100 dollars (\$46,000.00) on the Village Reimbursement Date. The Village agrees to waive all other the impact fees which would be charged by the Village ordinances for this Project.

**2.4. Reimbursement of Fees and Costs.** Developer shall be required to pay all building permit, electrical permit, erosion control, HVAC, plumbing, occupancy, and fire inspection fees, and to reimburse the Village for administrative costs association with the planning, engineering, development and legal review of the Development Agreement in this Project. Those fees and expenses shall be charged in accordance with the terms of the Village ordinance, provided however that the total amount of these fees and reimbursable costs shall not exceed the lesser of one percent (1%) of the cost of construction, including site preparation work, or eighty-eight thousand five hundred dollars (\$88,500). The Village shall invoice the Developer, from time to time, as reimbursable costs are incurred, and the Developer shall pay those costs within thirty (30) days of being invoiced. Permit fees shall be paid prior to issuance of the required permit. The cap on permit fees and costs as set forth in this Section 2.4 shall include any and all fees and costs from other governmental agencies and services contracted by the Village.

### SECTION 3 - OBLIGATIONS OF DEVELOPER

**3.1. Development of the Real Estate.** Developer agrees to develop and improve the East Parcel by constructing a manufacturing warehouse facility of not less than 200,000 square feet, with an assessed value (improvements), for real estate taxation purposes, of not less than twelve million dollars (\$12,000,000.00).

It is understood by the parties that development of the Real Estate cannot proceed until (i) Developer acquires the Private Parcels; (ii) the Village has approved and recorded a certified survey map creating the West Parcel and East Parcel along with a zero building setback between the West Parcel and East Parcel (subject to the terms set forth in Paragraph 2.1(B)(4) above).

Developer agrees to timely prepare and submit to the Village, County and State, for review and approval, all site plans for development and improvement of the Real Estate, and to secure these approvals in a timely manner so that construction of the Developer's facility can be commenced on or before the Construction Commencement Date.

**3.2. Local Subcontractors.** It is agreed by Developer that Developer shall use Developer's best efforts to engage local subcontractors, as well as local suppliers for materials. The term subcontractor is as defined in Wis. Stat. § 66.0901(1)(d). The word "local" shall mean that the subcontractors and suppliers of materials have their principal place of business within the Village of Johnson Creek, or within a fifty (50) mile radius of the Village of Johnson Creek. The Developer further agrees to provide to the Village Engineer a list of all subcontractors and it further agrees to use its best efforts to ensure that eighty percent (80%) of all work performed by subcontractors for construction shall be performed by subcontractors located within the Village, or fifty (50) miles of the

Village of Johnson Creek. In determining whether the eighty percent (80%) threshold has been met the parties shall measure based upon the dollar values of said work. If Developer does not meet this requirement, it may request a waiver from the Village Engineer providing reasons for the request of the same. The requirements set forth in this Section does not apply to precast, steel, fixtures, furnishings and equipment.

**3.3. Compliance with Planning and Zoning Use.** Developer, at its own expense, shall obtain all approvals, permits and licenses as may be required by any governmental or non-governmental entity in connection with the Project. Any conditions imposed on Developer to obtain any approval, permit or license must be acceptable to the Village. Notwithstanding the foregoing, the Village agrees to rezone the Real Estate from the current Planned Business Zoning Classification to the Planned Industrial (PI) zoning classification which rezoning will allow and permit the Developer to construct a light manufacturing and warehouse facility on the Real Estate. The Real Estate shall not be used for any use or purpose which is inconsistent with the Master Plan of the Village or this Agreement, unless such use is approved by the Village.

**3.4. Tax Incremental District Payments.** It is the intent of the Village and the Developer that the Village be allowed to recover costs associated with the acquisition and conveyance of the Real Estate, as well as the economic development incentive referred to herein, in accordance with the provisions of the Tax Incremental Finance District laws of the State of Wisconsin as set forth in Wis. Stat. § 66.1105. As an inducement to the Village to enter into this Agreement, Developer guarantees that Developer will faithfully perform all terms, covenants, conditions and obligations of this Development Agreement, and that the Developer shall, without limitation, construct improvements on and otherwise develop the East Parcel in accordance with the terms of the Development Agreement. Developer represents and warrants:

**A.** The minimum assessed value of improvements to be constructed by the Developer on the East Parcel, commencing as of January 1, 2018, and continuing through the calendar year of 2023, shall have an assessed valuation of not less than twelve million dollars (\$12,000,000).

**B.** The Property shall not be assessed for property taxes until January 1, 2017.

**3.5. Deficiency PILOT.** Developer guarantees that the assessed value of the development on the East Parcel shall be equal to or greater than the minimum assessed value as set forth in paragraph 3.1 above. Developer further guarantees that from and after completion and occupancy of the property, or as of January 1, 2018, whichever occurs first, and continuing for a period of ten (10) years or continuing so long as TID No. 3 remains in existence, whichever is shorter, the assessed value of the development shall not be less than twelve million dollars (\$12,000,000).

In the event the assessed value of the development is less than twelve million dollars (\$12,000,000) for any tax year, beginning with the tax year of January 1, 2018, and continuing for a period of ten (10) years or during the existence of TID No. 3, whichever is shorter, then in that event the Developer will pay to the Village a payment in lieu of taxes (PILOT) as set forth in this paragraph. The amount of the PILOT shall be calculated

by first determining the difference between the guaranteed assessed valuation of the development (\$12,000,000), and deducting from this guaranteed assessed value the actual assessed value as determined by local and/or state taxing authorities. The amount of the PILOT will then be determined by multiplying this difference by the total tax rate of all taxing authorities, as shown on the real estate tax bill for the East Parcel, issued for that tax year in question. The PILOT deficiency shall be due to the Village on or before January 31<sup>st</sup> of any tax year (i.e. if there is a deficiency in the assessment for January 1, 2019, the PILOT deficiency would be due to the Village on or before January 31, 2020).

By way of illustration, assume that the real estate tax assessment is ten million dollars (\$10,000,000). The difference between the guaranteed assessment (\$12,000,000) and the actual assessment (\$10,000,000), is (\$2,000,000). Assume further that the mill rate for all taxing jurisdictions (the Village, the County, the State, the School District and the Vocational District) is twenty (\$20) dollars. Based on these assumptions, the deficiency PILOT is \$40,000 ( $\$2,000,000 \times \$20/\text{thousand} = \$40,000$ ).

**3.6. Deferred Special Assessment.** The Developer guarantees payment of any deficiency PILOT referenced in paragraph 3.5 above, by consenting to the levy of a deferred special assessment on the East Parcel in accordance with the provisions of Wis. Stat. § 66.0703.

The Village, by approval and execution of this Development Agreement, hereby levies with the Developer's consent and approval, a Deferred Special Assessment on the East Parcel in accordance with the provisions of Wis. Stat. § 66.0703. Developer hereby waives, pursuant to Wis. Stat. § 66.0703(7)(b), and any other applicable provisions, any and all requirements of the Wisconsin statutes which must be met prior to the imposition of Special Assessments including, but not limited to, the notice and hearing requirements of Wis. Stat. § 66.0703 and the notice requirements of Wis. Stat. § 66.0715(3), and agrees that the Village has levied the Deferred Special Assessment referenced herein as against the East Parcel described in this Development Agreement. Developer acknowledges that the Deferred Special Assessment is levied for the purpose of securing repayment of any PILOT deficiency, including accrued interest thereon, which may be owed to the Village under the terms of this Development Agreement.

In the event that the Deferred Special Assessment is not timely paid, then in that event, the Deferred Special Assessment shall be placed on the tax roll and collected with all the real estate taxes and assessments which burden the East Parcel.

The Developer further waives any right to appeal from the Deferred Special Assessment, and stipulates that the amount of the Deferred Special Assessment levied against the East Parcel has been determined on a reasonable basis and has benefitted the East Parcel.

### **3.7. Restrictions on Transfer or Sale of Real Estate.**

**A. Notice of Intent to Transfer.** The East Parcel may not be sold, transferred, or otherwise conveyed for a period of ten (10) years, or until termination of TID NO. 3, whichever occurs earlier, without first obtaining the Village's written approval, which approval shall not be unreasonably withheld.

**B. No Transfer to Exempt Entities.** The East Parcel may not be sold, transferred or conveyed to, or leased or owned by any entity or used in any manner which would render any part of the East Parcel exempt from real property taxation, unless the purchaser; transferee, lessee or owner first executes a written agreement satisfactory to the Village Attorney and Village Board providing for annual payments in lieu of taxes (PILOT) to the Village. Any agreement shall provide that the amount of an Annual PILOT payment due the Village shall be determined by multiplying the fair market value (using tax assessment definitions, rules and procedures) of the tax exempt portion of the East Parcel by the total tax rate of all taxing authorities shown on the real estate tax bills issued by the Village.

**C. Assignees and Transferees Bound by Agreement.** Any assignee or purchaser or transferee of any portion of the East Parcel shall be bound by the terms and conditions of this Agreement, which shall run with the land and be binding upon all such assignees, purchasers and transferees. The Developer shall not sell or transfer any portion of the East Parcel to any entity unless and until the Developer has provided the Village with written evidence satisfactory to the Village Attorney that such assignee or entity has agreed in writing to be bound by the terms of this Agreement. Any such sale, transfer or conveyance of any portions of the East Parcel shall not relieve the Developer of its obligations hereunder.

**3.8. Insurance.** For a period of ten (10) years or the life of TID NO. 3, whichever is longer, Developer shall maintain, and shall require that any purchasers or transferees of any portion of the East Parcel maintain, insurance in such amounts and against such risks both generally and specifically, with respect to the East Parcel, as are customarily insured against in developments of like size, kind and character, including customary builders risk insurance during construction and customary casualty, property and liability insurance, with deductibles in accordance with reasonable industry practice. Notwithstanding, Developer shall carry casualty insurance for the Project at not less than the replacement value and further agrees and covenants to apply, and to require any purchasers or transferees of any portion of the East Parcel to apply, any and all insurance proceeds to rebuild the Project, maintain the Project and East Parcel and to name the Village as an additional insured to the extent of this covenant provided in this Section. Developer shall provide to the Village certificates of all such insurance.

**3.9. Indemnity:** Developer shall indemnify and hold harmless the Village, its officers, employees and authorized representatives from and against any and all liabilities, including, without limitation, losses, damages, costs, and expenses, including reasonable attorney fees and costs, arising out of any third-party claims, causes of action, or demands made against or suffered by the Village solely on account of this Agreement, unless such claims, causes of action, or demands: (a) relate to the Village failing to perform its obligations to Developer; or (b) arise out of any willful misconduct of Village. At Village's request, Developer shall appear for and defend the Village, at Developer's expense, in any action or proceeding to which the Village may be made a party by reason of any of the foregoing. Notwithstanding the above, the indemnity set forth in this Section 3.9 shall specifically exclude: (i) any remediation required by any federal or state agency having jurisdiction for environmental contamination which may have existed on the Real Estate during the time in which Village owned the Real Estate; and (ii) any claims, causes of action or demands which arise out of or relate to the

Village's ownership of the Real Estate; or (iii) any claims, causes of action or demands which arise out of or relate the period of time prior to Developer's ownership of the Real Estate.

**3.10. Record Retention.** Developer understands and acknowledges that the Village is subject to the Public Records Law of the State of Wisconsin. As such, Developer agrees to retain all records as defined by Wisconsin Statute §19.32(2) applicable to this Agreement for a period of not less than seven (7) years. Likewise, Developer agrees to assist the Village in complying with any public records request that the Village receives pertaining to this Agreement. Additionally, Developer agrees to indemnify and hold the Village, its officers, employees and authorized representatives harmless for any liability, including without limitation, reasonable attorney fees relating to or in any way arising from Developer's actions or omissions which are the sole cause of the Village's inability to comply with the Public Records law. In the event Developer decides not to retain its records for a period of seven (7) years, then it shall provide written notice to the Village whereupon the Village shall take custody of said records assuming such records are not already maintained by the Village. This provision shall survive termination of this Agreement.

#### **SECTION 4 - VILLAGE OBLIGATIONS**

**4.1. Conveyance of Real Estate and Additional Storm Water Detention Area.** The Village shall convey to the Developer the Real Estate. The Village shall convey to the Developer such easements or other conveyances as may be required in order to comply with all applicable stormwater management codes and regulations in accordance with the River Creek Centre subdivision storm water plan as approved by the State of Wisconsin and the development stormwater plan within the approved site plan. This agreement does not supersede the Storm Water Management Practice Maintenance Agreement within the River Creek Centre subdivision as approved by the Village Board and record dot the Property. The Storm Water Management Practice Maintenance Agreement is attached hereto as Exhibit F. Additionally, the Village shall, at Village's expense, increase the size of the pond located on Outlot 5 of River Creek Centre, as more fully set forth on the attached Exhibit G, such that the pond is of sufficient size to accommodate two (2) expansions of the building to be constructed on the East Parcel, which expansions would occur on the West Parcel, totaling approximately two hundred seventy-eight thousand (278,000) square feet ("Pond Expansion"). The Village shall complete the Pond Expansion on or before June 30, 2017.

**4.2. Extension of Utilities.** The Village shall, at the Village's sole expense, extend sewer, water, natural gas and electric utility lines and connections to the lot line of the Real Estate. The Developer shall be responsible for extension of telecommunication services to the Real Estate, those services including but not limited to telephone service, internet service, and cable television service.

**4.3. Village Performance Subject to Required Government Approvals.** The Developer acknowledges that various specific undertakings of the Village require approvals from the Village Board (and other Village bodies) and other public bodies, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. The Village's agreements are conditioned upon the

obtaining of all such approvals in the manner required by law. The Village cannot assure that all such approvals will be obtained; however, it agrees to use good faith efforts to obtain them on a timely basis.

**4.4. Conditions Precedent to Village Obligations.** In addition to the contingencies set forth above, the Village's obligations under this Agreement are conditioned upon the provisions set forth herein.

**A. Existence.** Developer shall have provided a certified copy of Developer's formation documents and a good standing certificate issued by the appropriate governmental authority of the state of Developer's organization.

**B. Due Authorization.** Developer shall have provided such resolutions or other authorizations as may be required by the Village so as to guarantee that the Developer has the authority to execute this Development Agreement and carry out all terms, conditions and obligations imposed upon the Developer under the terms of this Development Agreement.

**C. No Violation or Default.** Developer shall not be in violation of any of its governing documents or other contracts. Developer shall not be in material default under the terms of any other agreement or instrument to which Developer is a party or an obligor. Developer shall be in material compliance with all provisions of this Agreement.

**D. Plans and Specifications.** The plans and specifications for development of the Real Estate shall have been approved by the Village Plan Commission and Village Board.

**E. Insurance.** Developer shall have delivered to the Village certificates of insurance required under this Agreement showing the Village as an additional insured on all property and casualty insurance policies issued to the Developer. Said insurance shall not be cancelled, non-renewed nor have any material changes without providing thirty (30) days advanced written notice to the Village.

**F. Approvals and Permits.** The Developer shall at its expense have obtained all necessary approvals and permits necessary to undertake the Project on the Real Estate, including but not limited to, site plan review, zoning approvals, and any other local, state or federal approvals or permits.

## **SECTION 5 - REPRESENTATIONS, WARRANTIES AND COVENANTS**

Developer represents and warrants to and covenants with the Village, and the Village represents and warrants to and covenants with Developer as respectively follows:

**5.1. Financial Statements/No Material Change.** All financial statements, or other contracts, documents, and agreements which the Developer may furnish to the Village or its agents are true and correct. There has been no material change in the business operations of Developer since the date of the last financial statement furnished to the Village except pursuant to the conduct of its ordinary business, all financial statements or other contracts, documents and agreements which the Developer may

furnish to the Village from time to time, are accurate and complete and that no material change in the business operations has occurred between the date of preparation and submission of those documents and continuing through the conveyance of the Real Estate which is the subject matter of this agreement.

**5.2. Taxes.** Developer has paid, and will pay when due, all federal, state and local taxes, and shall promptly prepare and file returns for accrued taxes. If necessary, Developer shall pay when due all payments in lieu of taxes and special charges required under the terms of this Agreement.

**5.3. Compliance with Zoning:** Developer covenants that the Real Estate upon completion of the Project, will conform and comply in all respects with applicable federal, state, local and other laws, rules, regulations and ordinance, including, without limitation, zoning and land division-laws, building-codes and environmental laws.

**5.4. Payment:** All work performed or materials furnished for the Project, other than the Public Improvements, will be fully paid for by Developer.

**5.5. Certification of Facts.** No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer, to the Village pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

**5.6. Due Authorization.** The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary corporate action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally. The Village represents and warrants to Developer that it has the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by Village under this Agreement.

**5.7. No Conflict.** The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's Articles of Organization or Operating Agreement or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer.

**5.8. No Litigation.** There is no litigation or proceeding pending or threatened against or affecting Developer or the Project or any guarantor that would adversely affect the Project, Developer or any guarantor or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

**5.9. No Default.** No default, or event which with the giving of notice or lapse of title or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

**5.10. No Subordination.** The Village shall not subordinate any interest it has in this Agreement for any reason, unless it is determined to be in the best interests of the Village. Any requests for subordination shall be submitted, in writing, explaining why the request is in the best interests of the Village. Said request shall be received by the Village not less than forty five (45) days prior to any Village Board action on said request. Said subordination may only be approved by the Village Board.

**5.11. Notification.** Developer shall:

**A.** As soon as possible and in any event within five (5) business days after the occurrence of any default, notify Village in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Developer with respect thereto.

**B.** Promptly notify Village of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Developer contained in this Agreement to be untrue.

**C.** Notify Village, and provide copies, immediately upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Developer or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Developer or any guarantor under any environmental laws, rules, regulations or ordinances or which seeks damages or civil, criminal or punitive penalties from or against Developer or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

## **SECTION 6 - DEFAULT**

### **6.1. Developer's Default.**

(1) **Remedies.** In the event (i) any representation or warranty of Developer herein or in any agreement or certificate delivered pursuant hereto shall prove to have been false in any material respect when made or (ii) of Developer's default hereunder which is not cured within thirty (30) days after written notice thereof to Developer, the Village shall have all rights and remedies available under law or equity with respect to said default.

**B. Remedies are Cumulative.** All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

**C. Failure to Enforce Not a Waiver.** Failure of the Village to enforce any provision contained herein shall not be deemed a waiver of the Village's

rights to enforce such provision or any other provision in the event of a subsequent default.

## **6.2. Villages Default.**

**A. Remedies.** In the event of the Village's default hereunder which is not cured within thirty (30) days after written notice thereof to the Village, Developer shall have all rights and remedies available under law or equity with respect to said default. In addition, and without limitation, Developer shall have the following specific rights and remedies:

- (1) Injunctive relief;
- (2) Action for specific performance; and
- (3) Action for money damages.

**B. Remedies are Cumulative.** All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

**C. Failure to Enforce Not a Waiver.** Failure of Developer to enforce any provision contained herein shall not be deemed a waiver of Developer's rights, to enforce such provision or any other provision in the event of a subsequent default.

**6.3. Mediation of Disputes Required.** Unless the parties agree otherwise, prior to litigation and as a condition precedent to bringing litigation, any party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. In the event of impasse at mediation, the aggrieved party may then commence an action. However, the parties shall be bound to agree to alternative dispute resolution as ordered by the Court.

## **SECTION 7 - MISCELLANEOUS PROVISIONS**

**7.1. Nondiscrimination.** In the performance of work under this Agreement, Developer agrees not to discriminate against any employee or applicant for employment nor shall the development or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry and that the construction and operation of the Project shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

**7.2. No Personal Liability.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the Village or Developer, have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

**7.3. Force Majeure.** No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the

terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause; provided however that any such event of Force Majeure shall not be the basis of a delay of more than ninety (90) days.

**7.4. Parties and Survival of Agreement.** Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties, and indemnifications contained herein "shall survive the termination or expiration of this Agreement.

**7.5. Notices.** Any notice, demand, certificate or other communication under this Agreement shall be given in writing, and deemed effective: (a) when personally delivered; (b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or (c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the Village:           Attn: Village Clerk  
                                  Village of Johnson Creek  
                                  125 Depot Street  
                                  P.O. Box 238  
                                  Johnson Creek, WI 53038-0238

With a Copy to:         Attn: Village Attorney  
                                  Attorney James W. Hammes  
                                  Cramer, Multhauf & Hammes, LLP  
                                  P.O. Box 558  
                                  Waukesha, WI 53187-0558

To the Developer:       North Resort Drive LLC  
                                  3885 N. Brookfield Road, Suite 200  
                                  Brookfield, WI 53045

With a Copy to:         Attn: Developer Attorney  
                                  Attorney Lisa Wood  
                                  Davis & Kuelthau, sc  
                                  111 E. Kilbourn Avenue, Suite 1400  
                                  Milwaukee, WI 53202

**7.6. Governing Law.** This Agreement shall be governed by the laws of the State of Wisconsin and shall be deemed to have been drafted through the combined efforts of both parties of equal bargaining strength: Any action at law or in equity relating to this

Agreement shall be instituted exclusively in the courts of the State of Wisconsin and venued in Jefferson County. Each party waives its right to change venue.

**7.7. Execution in Counterparts.** This Agreement may be executed in several counterparts, each which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

**7.8. Severability.** Should any part, term, portion or provision of this Agreement or the application thereof to any person or circumstance be in conflict with any state or federal law or otherwise be rendered unenforceable, it shall be deemed severable and shall not affect the remaining provisions, provided that such remaining provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.

**7.9. Memorandum of Agreement.** Promptly upon its acquisition of the Real Estate and prior to the recording of any mortgage, or other security instrument against any portion of the Real Estate, the Developer agrees that the Village may record this Agreement, or a memorandum thereof with the Register of Deeds for Jefferson County, Wisconsin. Any such memorandum shall be in form and substance reasonably acceptable to the Village and the Developer.

**7.10. Covenants Running With Land:** All of the covenants, obligations and promises of Developer set forth herein shall be deemed to encumber the Development and run with the land described in Exhibit E and shall bind any successor, assignee or transferee of Developer until such time as this Agreement is terminated.

**7.11. Amendments.** No agreement or understanding changing, modifying or extending this Agreement shall be binding upon either party unless in writing, approved and executed by the Village and Developer.

**7.12. Entire Agreement.** This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the Village, granting approvals or conditions attendant with such approval, the specific action of the Village shall be deemed controlling.

**IN WITNESS WHEREOF,** the parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representatives of Developer and the Village this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**DEVELOPER:**  
North Resort Drive LLC

BY: \_\_\_\_\_  
\_\_\_\_\_, Member

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF JEFFERSON        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above-named \_\_\_\_\_ a Member of the Developer, North Resort Drive LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, WI  
My Commission expires: \_\_\_\_\_

**VILLAGE OF JOHNSON CREEK, WISCONSIN:**

BY: \_\_\_\_\_  
John Swisher, Village President

Attest:

\_\_\_\_\_  
Joan Dykstra, Village Clerk

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF JEFFERSON        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above-named John Swisher and Joan Dykstra, the Village President and Village Clerk for the Village of Johnson Creek, Wisconsin, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Jefferson County, WI  
My Commission expires: \_\_\_\_\_

This instrument drafted by:

Attorney Lisa Wood  
Davis & Kuelthau, sc  
111 E. Kilbourn Avenue, Suite 1400  
Milwaukee, WI 53202

