



**AGENDA
BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, December 19, 2011**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
4. PUBLIC HEARINGS
 - a. Resolution authorizing a **Conditional Use Permit** to allow a Limited Vehicle Service use in a C-2, Neighborhood Commercial District, for the property located at 2056 Liberty Avenue (Christensen) Plan Commission recommendation for denial 5-0
5. CITIZENS' PARTICIPATION
6. CONSENT AGENDA

All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the General Order of Business and considered at this point on the agenda.

- a. Approval of the **Minutes** of the Special and Regular Meetings of December 5, 2011
- b. Resolution approving appointment of **Election Inspectors** for 2012-2013 Election Cycle (Houseman)
- c. Resolution approving **Change of Agent** for Beloit Professional Baseball, Inc., d/b/a Beloit Snappers Baseball, located at 2301 Skyline Drive, to Matthew R. C. Bosen (Houseman) ABLCC recommendation for approval 7-0
- d. Resolution approving **Change of Agent** for Wal-Mart Supercenter #2352, located at 2785 Milwaukee Road, to Scott F. Greschner (Houseman) ABLCC recommendation for approval 7-0
- e. Resolution approving a **Two-Lot Certified Survey Map** for the properties located at 2357 and 2426 Field Crest Road (Christensen) Plan Commission recommendation for approval 5-0
- f. Application for **Zoning Map Amendment** to change the Zoning District Classification from PLI, Public Lands and Institutions District to C-2, Neighborhood Commercial District for property located at 1872 Porter Avenue (Christensen) Refer to Plan Commission
- g. Resolution authorizing the City Manager to apply for the **2012 HUD Lead Hazard Control Grant** (Christensen)

- h. Resolution approving **2012 Contract** Between the City of Beloit and Rock County Humane Society, Inc. (Jacobsen)
- i. Resolution authorizing **Final Payment** of Public Works Contract C11-13, Short Street Reconstruction (Flesch)
- j. Resolution approving **Office of Justice Assistance Law Enforcement Officer Grant Award-Beat Patrol** (Jacobs)

7. ORDINANCES – none

8. APPOINTMENTS

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- a. Consideration of cancellation of the January 3, 2012 City Council Meeting

10. CITY MANAGER'S PRESENTATION

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Resolution affirming local support for a **Tax Credit Application by Celadon Holdings** for Rehabilitation of Countryside Village Apartments (Christensen)
- b. Resolution approving **Cooperative Agreement** with the City of Janesville for Commercial Plumbing Inspection Services (Arft)
- c. Resolution authorizing the City Manager to enter into a **State/Municipal Agreement** with the Wisconsin Department of Transportation for the Design of the Fourth Street Bridge over Lenigan Creek (Flesch)
- d. Resolution authorizing the **Transfer of Funds** from the General Fund Master Contingency Fund (York)

12. ADJOURNMENT

** Please note that, upon reasonable notice, at least 24 hours in advance, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information to request this service, please contact the City Clerk's Office at 364-6680, 100 State Street, Beloit, WI 53511.

Dated: December 14, 2011
Rebecca S. Houseman
City of Beloit City Clerk
<http://www.ci.beloit.wi.us>

You can watch this meeting live on Charter PEG channel 98 or digital channel 992. Meetings are rebroadcast during the week of the Council meeting on Tuesday at 1:00 p.m., Thursday at 8:30 a.m. and Friday at 1:00 p.m.
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RESOLUTION
AUTHORIZING A CONDITIONAL USE PERMIT TO ALLOW
LIMITED VEHICLE SERVICE USE IN A C-2, NEIGHBORHOOD COMMERCIAL
DISTRICT, FOR THE PROPERTY LOCATED AT 2056 LIBERTY AVENUE

WHEREAS, the application of Miguel Servin for a Conditional Use Permit to allow a limited vehicle service use in a C-2, Neighborhood Commercial District, for the property located at 2056 Liberty Avenue, having been considered by the City Council of the City of Beloit, Wisconsin at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication on file in the office of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Beloit, Rock County, Wisconsin does hereby grant a Conditional Use Permit to allow a limited vehicle service use in a C-2, Neighborhood Commercial District, for the property located at 2056 Liberty Avenue in the City of Beloit, for the following described premises:

Lots 3, 4 & 5 of McGavok Heights Subdivision to the City of Beloit, County of Rock, State of Wisconsin. Said parcel contains 0.4017 acre, more or less.

As a condition of granting the Conditional Use Permit, the City Council does hereby stipulate the following conditions and restrictions upon the Conditional Use, which are hereby deemed necessary for the public interest:

1. This Conditional Use Permit authorizes limited vehicle service use within the existing building located at 2056 Liberty Avenue.
2. Applicant shall establish off-street parking for all existing and proposed land uses located at 2056 Liberty Avenue.
3. Before the conditional use is established, the main entrance driveway fronting Liberty Avenue shall be extended to the residential garage, widened to the specifications of the City Engineer, and paved to allow vehicles to turn around on site.
4. Before the conditional use may be established, four (4) additional off-street parking stalls must be established.
5. Before the conditional use may be established, off-street parking stalls must be striped.
6. No new, used, or waste tires or rims shall be displayed or stored outside the building located at 2056 Liberty Avenue.
7. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Community Development Director may approve minor changes administratively and allow accessory structures and uses that comply with and meet all of the standards and requirements of the City of Beloit Municipal Code.

Adopted this 19th day of December, 2011.

BELOIT CITY COUNCIL

Kevin D. Leavy, Council President

ATTEST:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Conditional Use Permit Application for the property located at 2056 Liberty Avenue

Date: December 19, 2011

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

Miguel Servin, the operator of Miguel's Tires and Rims, has filed an application for a Conditional Use Permit to allow a limited vehicle service use in a C-2, Neighborhood Commercial District, for the property located at 2056 Liberty Avenue.

Key Issues (maximum of 5):

- The subject property has retail space, a single-family residence, and an attached residential garage.
- The subject property is located at the intersection of a Liberty Avenue and Division Street, and is adjacent to residential land uses to the north, west, and south, and commercial land uses to the east.
- Proposed manner of operation with regard to parking does not meet the requirements for off-street parking specified in Section 8-101(c) of the Zoning Code.
- Local residents are opposing the proposed conditional use by written petition.
- The Plan Commission reviewed this item on December 7, 2011 and voted (5-0) to recommend denial of the Conditional Use Permit.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.):

- Consideration of this request supports Strategic Goal #4.

Sustainability (Briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment utilizing the four following eco-municipality guidelines.):

- **Reduce dependence upon fossil fuels – N/A**
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature – N/A**
- **Reduce dependence on activities that harm life sustaining eco-systems – N/A**
- **Meet the hierarchy of present and future human needs fairly and efficiently – N/A**

Action required/Recommendation:

- City Council consideration and action on the proposed Resolution.

Fiscal Note/Budget Impact: N/A

Attachments: Resolution, Staff Report to the Plan Commission, Written Petition from Local Residents

CITY OF BELOIT

REPORT TO THE BELOIT CITY PLAN COMMISSION



Meeting Date: December 7, 2011

Agenda Item: 3

File Number: CU-2011-05

Applicant: Miguel Servin

Owner: Michael & Cynthia Ross

Location: 2056 Liberty Avenue

Existing Zoning: C-2, Neighborhood Commercial District

Existing Land Use: Retail Store

Parcel Size: 0.40 Acre

Request Overview/Background Information:

Miguel Servin, the operator of Miguel's Tires and Rims, has filed an application for a Conditional Use Permit to allow a limited vehicle service use in a C-2, Neighborhood Commercial District, for the property located at 2056 Liberty Avenue. Limited vehicle service uses provide direct services to motor vehicles where the driver or passengers generally wait in the car or nearby while the service is performed. The applicant has proposed to sell used and new tires on site as well. The attached **Location and Zoning Map** shows the location of the parcel involved in this application. The adjacent zoning and land uses are as follows:

- North: R-1A, Single-Family Residential District; Single-Family Dwellings
- South: R-2, Two-Family Residential District
- East: C-2, Neighborhood Commercial District; Commercial
- West: R-1A, Single-Family Residential District

The limited vehicle service is a conditional use in the C-2 District. The justification for requiring a Conditional Use Permit is to allow the City Council to evaluate how the proposed use will impact surrounding land uses. If the Conditional Use Permit is approved, the City Council is authorized to impose conditions it deems necessary to reduce or minimize any potential adverse effects on surrounding properties.

Key Issues:

- The property at 2056 Liberty Avenue was built in 1958 and includes 1,684 square feet of single-family residential, 2,560 square-feet of retail space, and 1,439 square-feet for an attached residential garage, which is partitioned into two units.
- The subject property is located at the intersection of a principal arterial street (Liberty Avenue) and local street (Division Street).
- Previous businesses occupying the retail store space at 2056 Liberty Avenue have operated retail businesses that were personal services and sales oriented. The retail store space was occupied from 2001 to 2010 by Marx Dance Academy, a dance studio classified as a personal service-oriented retail use. Prior to 2001, the retail space was occupied by two accent furniture stores and a secondhand clothing store; all were sales-oriented retail uses.
- **Off-Street Parking:** The Zoning Ordinance requires a total of 9 off-street parking stalls for all current and proposed uses for this site. The site is estimated to have five (5) parking stalls that are not striped abutting the property on Division Street. The applicant has proposed off-site parking for his three (3) employees on Division Street, and the use of the off-street parking lot for customers. Section 8-101(c) of the Zoning Ordinance requires the applicant to establish off-street parking for all uses on site.
- **Circulation:** The applicant has proposed to operate and service customers at the site in the following manner:
 1. The customer will park their vehicle in the off-street parking lot abutting Division Street
 2. An employee will retrieve the customer's vehicle from the off-street parking lot abutting Division Street
 3. The employee will drive the customer's car North to the intersection of Division Street and Liberty Avenue
 4. Once traffic permits, the employee will make a right-hand turn on to Liberty Avenue and drive eighty-five (85) feet to the main entrance driveway that provides access to the attached residential garage where services will be provided.

- The proposed manner of operation is external to the site. The existing off-street parking lot has no connection to the main entrance where proposed services will be provided.
- The applicant has not proposed any changes to the exterior of the property or site at this time.
- The attached Public Notice was sent to thirty-four nearby property owners. Planning staff has received comments from a property owner on Division Street concerned about the potential of the proposed use to create traffic congestion at the intersection of Division Street and Liberty Avenue. The property owner stated that, "...parking was atrocious when there was a dance studio there. People would park in the driving lane along Division Street, which would create one lane of traffic. People would also park in yards..." The property owner mentioned that they will protest this proposed new use at this location by petition.
- The Fire Department, Assessor's Office, AT&T, Alliant Energy, and Charter Communications have reviewed this Conditional Use Permit application and do not have any comments or concerns regarding the proposed conditional use.
- The Housing Services Division is concerned about the manner of operation in the attached residential garage, and whether or not there is adequate space for the storage of all new, used, and waste tires and rims.
- The City Engineer raised concern about the external manner of operation at the property. The City Engineer also stated that movement should be internal to the site rather than external (i.e. circulation and off-street parking). The City Engineer stated that the site as it currently exists is inadequate for the proposed use. However, the following site improvements were recommended:
 1. A turn-around driveway at the main entrance on Liberty Avenue.
 2. The completion of surface pavement of the main entrance driveway aisle facing Liberty Avenue.

▪ **Findings of Fact**

Based on Section 2-504 of the Zoning Ordinance, the Plan Commission shall make a recommendation based on the following considerations:

- a. *Whether the establishment, maintenance, or operation of the conditional use will be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;*
 - The subject property is located at the intersection of a principal arterial street (Liberty Avenue) and a local street (Division Street). The off-street parking at this location abuts Division Street, which predominately serves neighboring residential land uses. As mentioned in the above key issues, the proposed manner of operation (i.e. off-site parking for employees along Division Street, and employees having to retrieve customer vehicles from Division Street and drive them to the main entrance driveway on Liberty Avenue) is problematic and may endanger public health, safety, and comfort.
- b. *Whether the conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted;*
 - Planning staff is concerned that the conditional use as proposed will be injurious to the use and enjoyment of nearby residential properties in the immediate vicinity. The off-street parking lot abuts Division Street, which is a local road that serves predominately residential land uses. Again, the main entrance to the proposed service area is located on Liberty Avenue, and is not connected to the off-street parking lot on site. The proposed manner of operation as proposed may create traffic congestions, slow the flow of traffic at the intersection of Liberty Avenue and Division Street, and impede resident's access to and from the area.
- c. *Whether the conditional use will substantially diminish or impair property values within the neighborhood of the subject property;*
 - The conditional use is not expected to diminish or impair property values in the neighborhood.
- d. *Whether the establishment of the conditional use will impede the normal and orderly development and improvement of the surrounding property;*
 - The establishment of the conditional use will not impede the normal and orderly development

- and improvement of the surrounding property. The area is fully developed.
- e. *Whether the exterior architectural design or site layout of the proposed conditional use is so dissimilar or otherwise incompatible with existing or proposed development in the immediate neighborhood that it will cause a depreciation in property values;*
 - Not Applicable.
 - f. *Whether adequate utilities, access roads, drainage or other necessary facilities will be available to serve the proposed use at the time of its occupancy or use;*
 - Adequate facilities and infrastructure are available to serve the conditional use.
 - g. *Whether adequate measures will be taken to minimize traffic congestion; and*
 - The establishment of the conditional use is not expected to generate a significant increase in traffic. According to Wisconsin's Department of Transportation, the area of Liberty Avenue that intersects with Division Street generates 4,700 average trips per day, and limited vehicle services uses generates between 7 to 9 average trips per day. However, the proposed manner of operation, the location of the off-street parking lot on the site, and the proposed off-site parking for employees along Division Street may create traffic congestion at the intersection of Liberty Avenue and Division Street.
 - At the initial and subsequent meetings, the applicant did not propose any changes to the site to minimize traffic congestion at this intersection.
 - h. *Whether the conditional use will comply with all applicable regulations of the Zoning Ordinance.*
 - The conditional use as proposed does not comply with Section 8-101(c) of the Zoning Ordinance, which requires that off-street parking must be provided for any change of use or manner of operation that results in requiring more parking spaces than the existing use.

Consistency with Comprehensive Plan and Strategic Plan:

The Comprehensive Plan recommends Neighborhood Commercial uses and a zoning district classification of C-2 for the subject property. The underlying zoning district classification is consistent with the Comprehensive Plan, as required by Section 66.1001(3) of Wisconsin Statutes. Consideration of this request supports City of Beloit Strategic Goal #4.

Sustainability: (Briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment utilizing the four following eco-municipality guidelines)

- **Reduce dependence upon fossil fuels** – N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
- **Meet the hierarchy of present and future human needs fairly and efficiently** – N/A

Staff Recommendation:

The Neighborhood Planning Division recommends **denial** of a Conditional Use Permit to allow the limited vehicle service use in a C-2, Neighborhood Commercial District, for the property located at 2056 Liberty Avenue, based on the above Findings of Fact.

However, in the event that the City Council decides to issue a Conditional Use Permit to allow the limited vehicle service in a C-2, Neighborhood Commercial District, for the property located at 2056 Liberty Avenue, the Neighborhood Planning Division recommends the following conditions of approval:

1. This Conditional Use Permit authorizes a limited vehicle service use within the existing building located at 2056 Liberty Avenue as long as the following conditions are met.
2. Applicant shall establish off-street parking for all existing and proposed land uses located at 2056 Liberty Avenue
3. Before the conditional use may be established, the main entrance driveway fronting Liberty Avenue shall be extended to the residential garage, widened to the specifications of the City Engineer, and paved to allow vehicles to turn around on site.
4. Before the conditional use may be established, four (4) additional off-street parking stalls must be established at 2056 Liberty Avenue in accordance with Section 8-101(c) of the Zoning Code
5. Before the conditional use may be established, existing and new off-street parking stalls must be striped.
6. No new, used, or waste tires or rims shall be displayed or stored outside the building located at 2056 Liberty Avenue
7. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Community Development Director may approve minor changes administratively and allow accessory structures and uses that comply with and meet all of the

standards and requirements of the City of Beloit Municipal Code.

Fiscal Note/Budget Impact: N/A

Attachments: Location & Zoning Map, Building Footprint Sketch, Applicant's Floor Plan Sketch, Site Photographs, Application, Letter submitted by applicant, LLC letter submitted by applicant, Public Notice, and Mailing List.

Location & Zoning Map

2056 LIBERTY AVENUE



CU-2011-05



1 inch = 47 feet

0 5 10 20 30 Feet

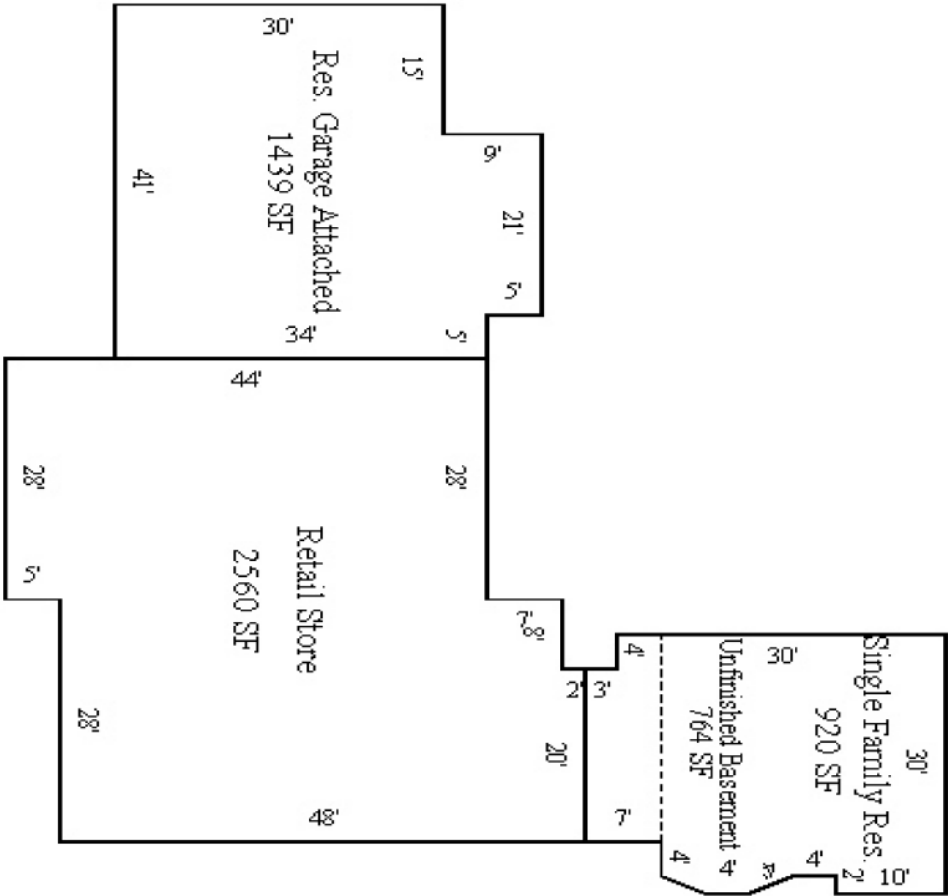
Legend

-  Zoning District
-  Parcels

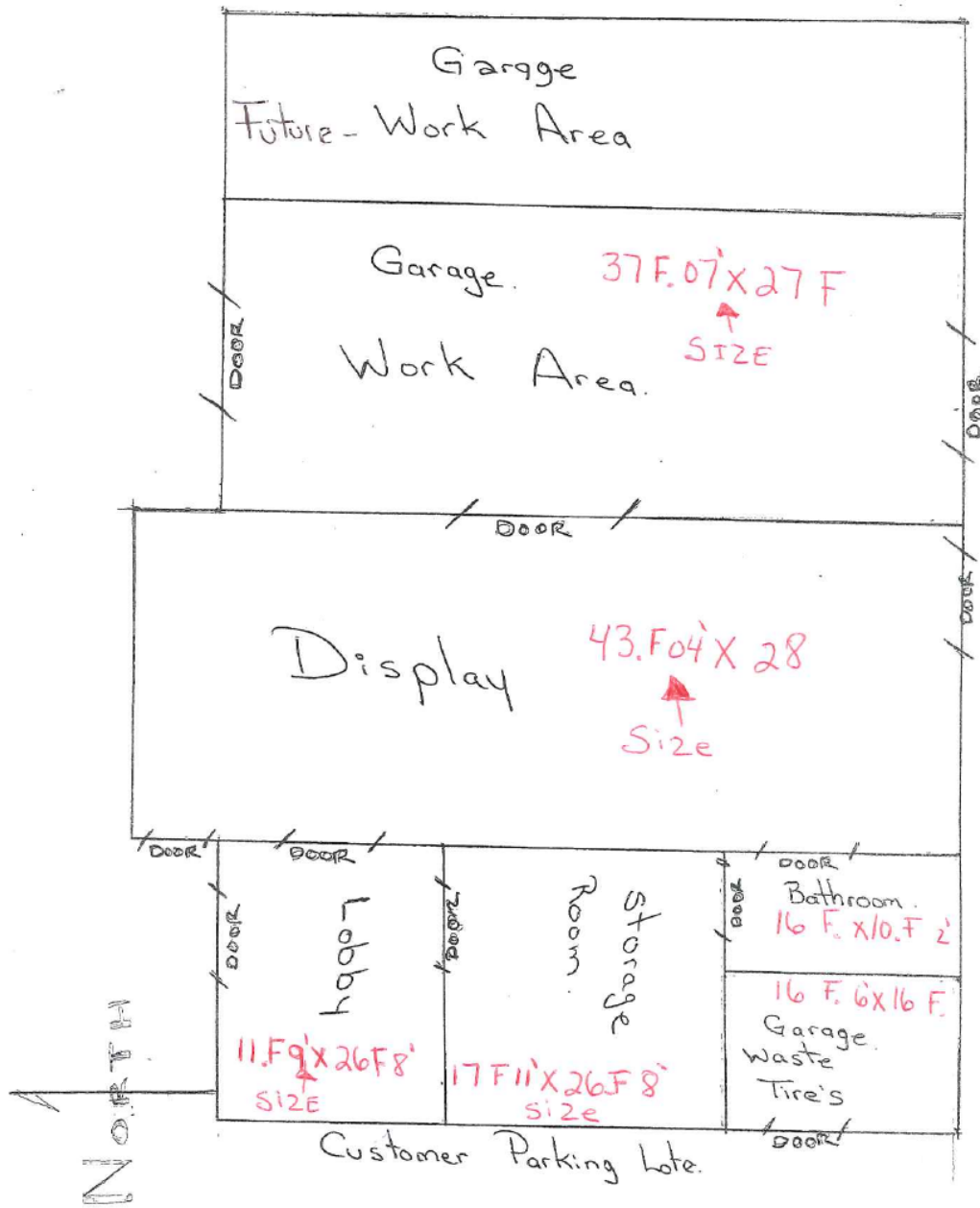
Map prepared by: Michael D. Lofton II
Date: November 11, 2011
For: City of Beloit, Neighborhood Planning
Date of Aerial Photography: April 2011

NEIGHBORHOOD PLANNING DIVISION

**2056 Liberty
Footprint Sketch**



Sketch by Apex I/vm



Floor Plan Sketch
Submitted by
Applicant



Figure 1: North view of property from Liberty Avenue



Figure 2: West view of property from Division Street

**Site
Photographs**



Figure 3: Off-Street Parking abutting Division Street



Figure 4: Main entrance to service area on Liberty Avenue

**Site
Photographs**

CITY of BELOIT

Neighborhood Planning Division

100 State Street, Beloit, WI 53511 Phone: (608) 364-6700 Fax: (608) 364-6609

Conditional Use Permit Application

(Please Type or Print)

File Number: CU-2011-05

1. Address of subject property: 2056 Liberty Ave. Beloit WI 53511

2. Legal description: Miguel's tires *Rim's LLC.

If property has not been subdivided, attach a copy of the complete legal description from deed.

Property dimensions are: 49 feet by 98 feet = _____ square feet.

If more than two acres, give area in acres: _____ acres.

3. Tax Parcel Number(s): 13480900

4. Owner of record: Michael & Cindy Ross Phone: (608) 290-1534

2750 So Highcrest Rd Beloit wis 53511
(Address) (City) (State) (Zip)

5. Applicant's Name: Miguel Servin

5229 S. County Rd. D. Apton WI 53501
(Address) (City) (State) (Zip)

(608) 756-6926 (608) 289-3586 Miguel-Services@yahoo.com.
(Office Phone #) (Cell Phone #) (E-mail Address)

6. All existing use(s) on this property are: Tires change new *used.
Rim's Sale and Tires Balance.

7. **THE FOLLOWING ACTION IS REQUESTED:**

A Conditional Use Permit for: New * Used tires change and Rim's
_____ in a(n) _____ Zoning District.

8. All the proposed use(s) for this property will be:

Principal use: New * Use tires * rim's sale and
replaced

Secondary use: _____

Accessory use: _____

9. Project timetable: Start date: _____ Completion date: 10-13-2011

10. I/We represent that I/we have a vested interest in this property in the following manner:

Owner AS

Leasehold, length of lease: 6 mos. to start w/option

Contractual, nature of contract: _____

Other, explain: _____

The applicant's signature below indicates the information contained in this application and on all accompanying documents is true and correct.

I/We, the undersigned, do hereby respectfully make application for and petition the City Plan Commission and City Council to grant the requested action for the purpose stated herein. I/We represent that the granting of the proposed request will not violate any of the required standards of the Zoning Ordinance of the City of Beloit. I/We also agree to abide by all applicable federal, state and local laws, ordinances, rules, and regulations.

Miguel
(Signature of Owner)

as owner
(Print name)

MIKE ROSS
110-12-2011
(Date)

(Signature of Applicant, if different)

(Print name)

(Date)

In order for your request to be heard and considered in a timely manner, you must submit the completed application, and all accompanying documents, to the Neighborhood Planning Division for acceptance by the filing deadline date prior to a scheduled Plan Commission meeting.

This application must be submitted with one copy of a scaled drawing showing the layout of the proposed development in accordance with all code requirements, and the \$275.00 application fee. Applicants will also be charged a fee for mailing public notices at the rate of \$0.50 per notice. An invoice for this fee will be sent to the applicant and these costs are typically between \$5.00 and \$15.00.

To be completed by Planning Staff

Filing fee: \$275.00 Amount paid: \$275.00 Meeting date: _____

No. of notices: _____ x mailing cost (\$0.50) = cost of mailing notices: \$ _____

Application accepted by: Michael D. Lofton, II Date: 10/20/11

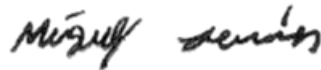
10/18/2011

To whom it may concern,

We are writing this letter to ask for an opportunity to open Miguel's Tires and rims on the location 2056 Liberty AVE. We promise to follow all the rules that are set for our business. We have already registered with the LLC (Limited Liability Company) our Federal Identification number is 45-3597812. We are ready to operate and open our business. We agree to change anything that we are told to change so we can meet the requirements with the Fire Department and the City of Beloit. We will be providing great services to our clients that choose to attend our location. We will be doing tire changes new and used. We will also be selling rims and patching tires. We are aware that by having our business operating we would be helping the economy of the city of Beloit WI by paying our taxes on time. We want to have great business but we are also trying to pay it forward because in our location we will have soda and vending machines that will not be a profit for us it will be a profit that will go to help the kids with cancer.

Thanks

Sincerely yours:



**Letter Submitted
by Applicant**

Gil

Leija

Tax & Business Accounting

925 E. Grand Ave. Beloit, WI. 53511
Phone: (414) 383-3214 Fax: (414) 383-3446
Email: tnkl@charter.net

**LIMITED LIABILITY COMPANY
“ Miguel’s Tires & Rims LLC ”**

Single-Member

Y E A R 2011

OPERATING AGREEMENT

**LLC Letter
Submitted by
Applicant**



NOTICE TO THE PUBLIC

November 22, 2011

To Whom It May Concern:

Miguel Servin, the operator of Miguel's Tires and Rims, has filed an application for a Conditional Use Permit to allow a limited vehicle service use in a C-2, Neighborhood Commercial District, for the property located at:

2056 Liberty Avenue

The applicant is proposing to sell new and used tires in addition to providing limited services to vehicles. The building at 2056 Liberty Avenue includes a single-family residence, retail space, and an attached residential garage.

The following public hearings will be held regarding this proposed Conditional Use Permit:

City Plan Commission: Wednesday, December 7, 2011, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

City Council: Monday, December 19, 2011, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

THE PUBLIC IS INVITED TO ATTEND THESE HEARINGS.

We are interested in your opinion.

Anyone bringing handouts to the Plan Commission meeting must bring ten (10) copies and submit them to the Recording Secretary before the meeting begins. Staff is unable to leave the meeting area to make copies.

For additional information, please contact Michael D. Lofton II in the Neighborhood Planning Division at (608) 364-6708 or loftonm@ci.beloit.wi.us. Comments will be accepted via telephone, email, and U.S. Mail.

CU-2011-05, Miguel Servin, 2056 Liberty Avenue

DENISE STEVENSON
2025 MERRILL ST
BELOIT, WI 53511

MALCOLM REED
2041 MERRILL ST
BELOIT, WI 535114848

DENNIS P & NITA L DASKAM
2049 MERRILL ST
BELOIT, WI 535114848

JOE JACOBSON
2057 MERRILL ST
BELOIT, WI 535114848

WILLIAM J & MICHELLE R EGGERS
1017 DIVISION ST
BELOIT, WI 53511

DAVID L & JENNIFER M FRITSCH
1002 DIVISION ST
BELOIT, WI 53511

SANDRA STENULSON
2129 MERRILL ST
BELOIT, WI 53511

DEWEY BREWER
2123 MERRILL ST
BELOIT, WI 535114821

JEFFREY J & HOLLY A KORBOL
1750 E RIDGE RD
BELOIT, WI 53511

LORRAINE BREWER
1030 DIVISION ST
BELOIT, WI 535112519

JED RICKELS
1037 DIVISION ST
BELOIT, WI 53511

JEFFREY J & HOLLY A KORBOL
2016 LIBERTY AVE
BELOIT, WI 53511

JEFFREY J & HOLLY A KORBOL
1750 E RIDGE RD
BELOIT, WI 53511

JOEL W & CHARLOTTE R VANDENBERG
2671 S NATURES RIDGE
BELOIT, WI 535114848

MICHAEL A & CYNTHIA A ROSS
2750 S HIGHCREST RD
BELOIT, WI 535114029

LESLIE & JEAN HOLLIS
1141 BITTEL ST
BELOIT, WI 53511

TODD D & TARI S RUDOLPH
2114 LIBERTY AVE
BELOIT, WI 53511

JAY & COLLEEN JOHNS
2120 LIBERTY AVE
BELOIT, WI 535114031

CEVIN KOLDEN
2126 LIBERTY AVE
BELOIT, WI 53511

H TIMOTHY & GLO GREGERSON
103 WOODLOCK FOREST
ROCKTON, IL 61072

JAMES SIZELOVE
169 BALDWIN ST
SHARON, WI 53585

ROBERT REINART
2025 LIBERTY AVE
BELOIT, WI 53511

SANDY MANNING
1127 RIDGEWAY ST
BELOIT, WI 53511

CRAIG WIEMERI
3648 BIRDSONG LN
JANESVILLE, WI 53545

RICHARD A & PHYLLIS M
CHRISTOPHERSEN
9149 W GROVE SHOOL RD
BELOIT, WI 53511

HONGTHI NGUYEN
1110 DIVISION ST
BELOIT, WI 53511

MACHELLE KELLY
2125 LIBERTY AVE
BELOIT, WI 53511

TROY SKILLING
2145 LIBERTY AVE
BELOIT, WI 53511

ROBERT REINART
2025 LIBERTY AVE
BELOIT, WI 53511

MATTHEW KLINKENBERG
1121 DIVISION ST
BELOIT, WI 535114013

JANICE LEE MARTIN
1120 DIVISION ST
BELOIT, WI 535114014

DONALD M & DEANNA M COLLINS
1121 BITTEL ST
BELOIT, WI 53511

GEORGE KIRKPATRICK
1130 RITSHER ST
BELOIT, WI 535114064

CAROL BARTRAM
1137 DIVISION ST
BELOIT, WI 535114013

WILLIAM NEHLS
1130 DIVISION ST
BELOIT, WI 535114014

LESLIE & JEAN HOLLIS
1141 BITTEL ST
BELOIT, WI 535114004

11-30-11

The following people object to the City of Beloit approving a Conditional Use Permit at 2056 Liberty Ave. to allow limited vehicle service. This objection is based on the problems the previous business at this location brought to traffic flow on and off Liberty Ave. to Division St. Traffic at times was often one lane due to the business not having adequate parking. (Vehicles were often met head on at the corner of Liberty and Division turning on and off these streets). In addition, the City of Beloit has allowed vehicle to be serviced at 1021 Liberty Ave., and that has been nothing but an eye sore for the neighborhood. We believe this could depreciate the value of our neighborhood.

Name & Address: ~~William~~ Michelle Eggers 1017 Division
608-363-8835

Name & Address: Shawn Gattke & Joe Jacobson
2057 Merrill Ave.

Name & Address: Peter Doskam
2049 Merrill Ave

Name & Address: John & Bibbi Jo Yountounis 2044 Merrill Ave

Name & Address: Joan & Rick Orr 2050 Merrill Beloit

Name & Address: Evelyn White 2058 Merrill Beloit

Name & Address: David Fritsch 1002 Division St. Beloit WI

Name & Address: Jenny Fritsch 1002 Division St. Beloit WI

Name & Address: Jed Rickels 1037 Division Beloit WI
Gina Brewer 1030 Division St Beloit WI





PROCEEDINGS OF THE BELOIT CITY COUNCIL

Special Meeting

December 5, 2011

5:30 p.m.

Presiding: James E. Van De Bogart and Kevin D. Leavy (arrived at 5:45 p.m.)
Present: Sheila De Forest, Charles Haynes, David F. Luebke, and Mark Spreitzer
Absent: Eric Newnham

1. Vice President Van De Bogart called the meeting to order at 5:30 p.m. in the 4th Floor City Manager's Conference Room at City Hall. Roll called showed Councilors De Forest, Haynes, Luebke, Spreitzer, and Van De Bogart present.
2. Councilor Haynes moved to adjourn into closed session Pursuant to Wis. Stats. 19.85(1)(e) to discuss the **possible purchase of real estate**. Councilor Luebke seconded. The motion carried, and the Council adjourned into closed session at 5:30 p.m. President Leavy entered the meeting at 5:45 p.m.
3. The Council continued in closed session pursuant to Wis. Stats. 19.85(1)(e) to discuss and develop negotiating strategies related to **collective bargaining**.
4. The Council continued in closed session pursuant to Wis. Stats 19.85(1)(c) to discuss the December 15th **Compensation Adjustment for the City Manager**.
5. Councilor Haynes moved to adjourn the meeting, and Councilor Van De Bogart seconded. The motion carried, and the meeting adjourned at 6:42 p.m.

Rebecca S. Houseman
City Clerk

www.ci.beloit.wi.us

Date Approved by Council:



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit, WI 53511
Monday, December 5, 2011

Presiding: Kevin D. Leavy
Present: Sheila De Forest, Charles Haynes, David F. Luebke, Mark Spreitzer and James E. Van De Bogart
Absent: Eric Newnham

1. The meeting was called to order at 7:03 p.m. in the Forum at Beloit City Hall.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
 - a. Vice President Van De Bogart presented a proclamation recognizing **Gaston Elementary School** for being named a **National "Blue Ribbon School"** to Superintendent Steve McNeal and former Principal Melody Wirgau. Principal Wirgau thanked the Council for the proclamation and support, and Superintendent McNeal said this award is deserved state-wide recognition for Gaston School, Ms. Wirgau, and Beloit. File 7148

4. PUBLIC HEARINGS – none
5. CITIZENS' PARTICIPATION – none
6. CONSENT AGENDA

Councilor Haynes moved to adopt the Consent Agenda, which consists of items 6.a. through 6.d., and Councilor Luebke seconded. The motion carried that the Consent Agenda be accepted, approved, adopted, or referred and acted upon as required by state and local codes by a vote of 6-0.

- a. **Minutes** of the Regular Meeting of November 21, 2011 were approved.
 - b. The resolution approving a **Temporary Class "B"/"Class B" Retailer's License** for a Visit Beloit event at 500 Public Avenue on December 9, 2011 was adopted. File 8497
 - c. The application for a **Conditional Use Permit** to allow a Limited Vehicle Service use in a C-2, Neighborhood Commercial District, for the property located at 2056 Liberty Avenue was referred to the Plan Commission. File 8520
 - d. The application for a **Certified Survey Map** for the properties located at 2357 and 2426 Field Crest Road was referred to the Plan Commission. File 8521
7. ORDINANCES – none
 8. APPOINTMENTS – none
 9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS
 - a. Councilor Luebke thanked the individuals from the Beloit Memorial High School Advanced Placement History class for attending the Council meeting to learn about local government.
 - b. Councilor De Forest thanked the students for coming and said that it was great to attend the celebration of Gaston School's award at the High School. She said that she is pleased with the school district's efforts to celebrate their schools.
 - c. Councilor Van De Bogart attended the Gaston celebration and said that it was an inspiring event. He reminded people to participate in the upcoming Holidazzle celebration and to be safe on the roads when the snow comes.

10. CITY MANAGER'S PRESENTATION

- a. Streets Superintendent Bruce Slagoski presented the **Snow Removal Program** to the Council and the public. He explained the details of the program including the various service levels and responsibilities of public works employees during snow plowing events. Councilor De Forest asked about the method for plowing streets, and Mr. Slagoski explained that the main roads are first, followed by the secondary arterial streets, and then the secondary streets. Councilor Van De Bogart inquired about the methods used to help extend the life of road infrastructure. Mr. Slagoski explained that the use of the geomelt product has increased their efforts to preserve vehicles, roadways, and bridges.

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Police Captain Bill Tyler presented a resolution approving a **Cooperative Agreement** regarding Analog to Digital conversion of Public Safety Radio Equipment. Captain Tyler explained the history of the agreement and indicated that Rock County would be taking over responsibility for the maintenance of their 911 communications equipment. Councilor De Forest moved to adopt the resolution, and Councilor Luebke seconded. The motion carried 6-0. File 4883
 - b. Fire Chief Brad Liggett presented a resolution authorizing the City Manager to enter into a **Contract with Andres Medical Billing**. He indicated that the City's current medical billing contract will expire on December 31, 2011. Chief Liggett said that his department published a request for proposals for a new contract, and Andres Medical Billing was the lowest responsible bidder. Councilor Van De Bogart moved to adopt the resolution, and Councilor Haynes seconded. The motion carried 6-0. File 8523
 - c. Chief Liggett presented a resolution authorizing the City Manager to enter into a **Contract with State Collection Service**. He indicated that Andres does not provide medical billing collection services and that this company is part of the state's contract. Councilor Luebke moved to adopt the resolution, and Councilor Haynes seconded. The motion carried 6-0 File 8523
 - d. Finance and Administration Director Paul York presented a resolution declaring **Doubtful Accounts**, authorizing amounts to be written off, and receiving and filing the 2011 Report of the Comptroller. He explained that the City has a policy to report and write off loans that are considered uncollectable and that most of the doubtful accounts are delinquent loans funded through the Community Development Block Grant and HOME loan programs. Councilor De Forest moved to adopt the resolution, and Councilor Spreitzer seconded. Councilor De Forest indicated that she is uncomfortable writing off delinquent accounts from banks and Beloit Riverfest. Mr. York indicated that writing off the loans does not cancel the debt but only removes it from the City's receivable accounts. Councilor De Forest moved to amend the resolution to remove Beloit Riverfest's \$5,000 debt from the resolution, and Councilor Van De Bogart seconded. The amendment carried 6-0. On the merits, the Council adopted the amended resolution 6-0. File 7779
12. At 8:04 p.m. Councilor De Forest moved to adjourn the meeting, and Councilor Spreitzer seconded. The motion carried 6-0.

Rebecca S. Houseman, City Clerk

www.ci.beloit.wi.us

Date approved by Council:

**RESOLUTION
APPROVING APPOINTMENT OF ELECTION OFFICIALS
FOR THE 2012-2013 ELECTION CYCLE**

WHEREAS, Wisconsin State Statutes mandate the appointment of Election Officials, including Chief Election Inspectors, Election Inspectors, Special Voting Deputies for Nursing Homes, and Board of Canvassers, on the Municipal level; and

WHEREAS, the City Clerk's office develops and maintains said list to provide coverage at all polling places and for all functions of the election process; and

WHEREAS, the election officials on the list have agreed to perform their functions and receive training according to the State Statutes; and

WHEREAS, the two major Rock County political parties have submitted their lists of nominees for election inspectors, and those individuals are included in this list per State Statutes.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Beloit approves the attached list of Election Officials for the following terms of office:

Chief Election Inspectors and Election Inspectors:	1/1/12-12/31/13
Special Voting Deputies for Nursing Homes:	1/1/12-12/31/13
Municipal Board of Canvassers:	1/1/11-12/31/12 and 1/1/13-12/31/14

BE IT FURTHER RESOLVED that the official list of Election Officials be maintained by the Office of the City Clerk and is open to public inspection.

Adopted this 19th day of December, 2011.

City Council of the City of Beloit

Kevin D. Leavy, President

ATTEST:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Appointment of Election Officials for the 2012-2013 Election Cycle

Date: December 19, 2011

Presenter(s): Rebecca Houseman

Department(s): City Clerk

Overview/Background Information:

In accordance with State Statutes, the Clerk's office has compiled a list of election officials to be appointed for the 2012-2013 election cycle. Statutes require that the City Council appoint election officials between December 1, 2011 and December 31, 2011 for the 2012-2013 election cycle. The Clerk's office requests that the City Council approve this list thereby appointing these election officials, whose positions are briefly described below.

Key Issues:

- Chief Inspectors, Inspectors, and Alternates:
 - 18 Chief Inspectors are designated on the attached list in alphabetical order. There are two Chief Inspectors at each polling place. Chief Inspectors are required to have at least six hours of election training during each appointment cycle to be certified.
 - 159 Election Inspectors and Alternates are designated on the attached list in alphabetical order. The number of inspectors per polling place varies with the size of the election and the number of wards at the polling place. Election Inspectors must be trained annually by the Clerk.
- Special Voting Deputies for Nursing Homes:
 - The two Special Voting Deputies for Nursing Homes are designated on the attached list. These individuals visit specified nursing homes prior to each election to allow those temporarily or permanently living in the facilities to vote by absentee ballot. These individuals are trained by the Clerk.
- Board of Canvass:
 - The two Board of Canvassers, along with the Clerk and Deputy Clerk, certify the results of each Spring City Council and Municipal Judge (even year) election. The two year term for the Board of Canvassers begins in odd years and ends in even years, which is why there are two cycles included in the Resolution.
- County political parties or party committeepersons may submit lists of nominees for election inspectors and special voting deputies by November 30, 2011. The Rock County Republican and Democratic parties submitted lists of nominees, and these individuals are included in the attached list. Although these nominees do not have previous election training, they will receive training from the Clerk prior to each election.

Conformance to Strategic Plan:

Consideration of this request supports *Strategic Goal #1*, which focuses on enhancing the quality of life for current and future generations.

Sustainability (Briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment utilizing the four following eco-municipality guidelines.):

- **Reduce dependence upon fossil fuels** – N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
- **Meet the hierarchy of present and future human needs fairly and efficiently** – Election officials ensure a safe, fair, open, and transparent election process.

Action required/Recommendation:

- City Council consideration of the attached Resolution

Fiscal Note/Budget Impact: Election officials are paid an hourly or daily stipend for working before, during, and/or after Election Day and for any associated training. The Clerk's office has included funding in the 2012 budget to pay election officials for the four scheduled elections and the associated training.

Attachments: Resolution and City of Beloit Election Official List

CITY OF BELOIT ELECTION OFFICIALS
January 1, 2012 through December 31, 2013

Chief Election Inspectors:

Nancy Acy	Veronica Chisholm	Jody Hanaman
Lina Bennett	Kay Clark	Juli Hanaman
Linda Beyer	Danielle Clifton	Mary Hanaman
Bonnie Campbell	Donna Conklin	Sandra Hanaman
William Campbell	Carolyn Consie	Jeannie Hansen
Ruth DeuVall	Rita Costrini-Norgal	Carolyn Harley
Terrie DeuVall	Shelley M. Cousin	Fleice Harrell
Carol Fryar	Wayne Crawford	Joan E. Herkis
Judith Goiffon	Donna Darling	Susan Hess
Carolyn Hansen	Robert Darling	Virginia Holt
Annie Dale Harrell	Judy Darnell	Carol Hutchison
Jacqueline Holmbeck	Jo Daugherty	Thomas Jessen
Judy Markee	Clifford Davis	Betty Johnson
Arnola Marks	Andrew DeuVall	Theresa Johnson
Judy Rasmussen	Karen M. Dittmar	Anna M. Jones
Joyce Ronan	Lucille Dolan	Sylvester Jordan
Opal Vance	Virginia Doran	Merlin Kenitzer
Shirley Williams	Wilma Dotter	Karen Kerr

Election Inspectors:

Roselyne Ackley	Clarence Drinkwater	Stephen Kirby
M. Joyce Anderson	Joan Drinkwater	Joanne Klett
Rosie L. Barnett Curry	Thera Du Bois	Marjorie Kline
Garnet Bauling	Jack Emerich	Grace Konter
Veronica Bauling	Marlene Emerich	Lois Krehoff
Barbara Baysinger	Jeanne Engleson	Nancy Kressin
Lawrence Baysinger	Lee Fassett	Jerry Ladwig
Glenda J. Beggs	Lois Ferrera	Nancy Ladwig
Charlotte Bestor	Laura Fields	Madge Lamia
Mary Blakeman	Linda M. Fish	Alice LaMont
Lorraine Brewer	Nora Fitzsimmons	Dorothy Larsen
Annie Brown	Marjorie Fizzell	Carolyn Lawrence
Bertha L. Brown	Robert Fizzell	Regina Leibfried
Esther Bushelle	Nora Gard	Anna L. Listenbee
Merla Bussan	Effie Garrett	Ludean Lockhart
Betty Jo Bussie	Sandra Gearhart	David Markee
Carole Campbell	Pamela George	Sue Marsden
Elizabeth Carpenter	Robert Gibson	Linda Marshall
Joyce Cawkins	Ruth Ginzberg	Patricia Marton
	Murry Givhan	Marilyn Massa
	Donna Gurholt	Inez Masuga

Constance Matusiak
Ruth Mauel
Julie McCauley
Cheri McConnell
Kathryn McCutcheon
Jade McQuitter
Barbara Mecca
Paul Merkle, Jr.,
Donna Messer
Joyce Metter
Mary Ann Meyer
Donna Miller
Rosemarie Moriarty
David P. Mork
Russell Mortimer
Ruth Mortimer
Mary Mowers
Terry Mullvain
Barbara Naish
Howard Naish
Karen Nelson
Linda Nelson
Gloria Olsen
Deanna Parish
Diana Parker
Will Parker
Donald Penewell
Jo Penewell
Virginia Peters
Edwin Petersen
Ingrid Petersen
Gwendolyn Pierce
Marilyn Plude
Dorene Priessnitz
Nancy Richardson
Joann Rosenow
Norma Saxon
James Schauer
Myrtle Schill
Marion Sheean
Lucy Sherrod
Jane Sholes
Gayle Skaugen
Lucile Smith

Margaret Sors
Michael Stluka
Theresa Stott
Sharon Swanson
Odell Thompson
Sandra Thorpe-Weeden
Jacqueline Ueland
Dorothy Vesper
Denise Warblow
Winnie Ward
Louise Ware
John Watrous
Edythe Weeden
Bonnie Wehrle
Glenn E. Weideman
Lois Weideman
Liz Weiderholt
Rene Wisdom
Ursa Worlds

NURSING HOME

DEPUTIES:

Jerry Ladwig
Nancy Ladwig

BOARD OF CANVASSERS:

1/1/11 – 12/31/12 and
1/1/13 – 12/31/14
Linda Beyer
Shirley Williams

Date Approved by City
Council:

**RESOLUTION APPROVING CHANGE OF AGENT
ALCOHOL BEVERAGE LICENSE**

WHEREAS, the agent of record for the Beloit Professional Baseball Association, Inc., d/b/a Beloit Snappers, 2301 Skyline Drive is Jeffrey S. Vohs; and

WHEREAS, the Alcohol Beverage License Control Committee has recommended that the agent be changed to Matthew R.C. Bosen.

NOW, THEREFORE, IT IS RESOLVED, that the new agent for Beloit Professional Baseball Association, Inc., d/b/a Beloit Snappers, 2301 Skyline Drive is Matthew R.C. Bosen.

Dated this 19th day of December, 2011.

Kevin D. Leavy, President

Attest:

Rebecca S. Houseman, City Clerk



**ALCOHOL BEVERAGE LICENSE CONTROL COMMITTEE
RECOMMENDATION**

TO: Beloit City Council
FROM: Alcohol Beverage License Control Committee
DATE: December 13, 2011
SUBJECT: Beloit Snappers Baseball

The Alcohol Beverage License Control Committee recommends approval of the Change of Agent to Matthew R. C. Bosen at Beloit Professional Baseball, Inc., d/b/a Beloit Snappers Baseball, 2301 Skyline Dr.

Recommendation for approval carried 7-0.

Rebecca Houseman
City Clerk

Original To Vince 12/5

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village City of Beloit County of Rock

The undersigned duly authorized officer(s)/members/managers of Beloit Professional Baseball Inc.
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Beloit Snappers Baseball
(trade name)

located at Pohlman Field, 2301 Skyline Drive, Beloit, WI 53511

appoints Matthew Ronald Clark Bosen
(name of appointed agent)
1740 Gateway Blvd. Apt 220 Beloit, WI 53511
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 4 years

Place of residence last year 1730 Gateway Blvd Apt 31 Beloit, WI 53511

For: Beloit Professional Baseball Association, Inc. DBA Beloit Snappers
(name of corporation/organization/limited liability company)

By: [Signature] President
(signature of Officer/Member/Manager)

And: [Signature] Treasurer
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Matthew Ronald Clark Bosen, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 11/2/11 Agent's age
(signature of agent) (date)

1740 Gateway Blvd. Apt 220 Beloit, WI 53511 Date of birth
(home address of agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on by Title
(date) (signature of proper local official) (town chair, village president, police chief)

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) (first name) (middle name) Bosen Matthew Ronald Clark			Social Security Number		
Home Address (street/route) 1740 Gateway Blvd. #220		Post Office	City Beloit	State WI	Zip Code 53511
Home Phone Number (608) 920-2866 (cell)		Age	Date of Birth	Place of Birth Maryville, IL	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- General Manager of Beloit Professional Baseball, Inc. DBA Beloit Snappers
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 4 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer license, brewery/winery permit or wholesale liquor manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name Nashville Sounds	Employer's Address 534 Chestnut St. Nashville, TN	Employed From 4/2007	To 10/2007
Employer's Name Southeast Missouri St.	Employer's Address 1 University Plaza Cape Girardeau, MO	Employed From 8/2005	To 12/2006

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

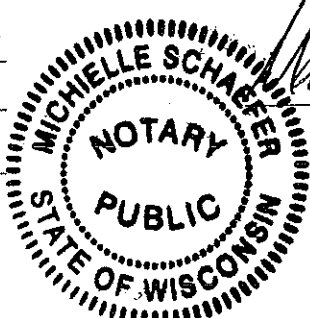
Subscribed and sworn to before me

this 2 day of December, 2011

Michelle Schaefer
(Clerk/Notary Public)

Matthew RC Bosen
(Signature of Named Individual)

My commission expires August 2, 2015



**RESOLUTION APPROVING CHANGE OF AGENT
ALCOHOL BEVERAGE LICENSE**

WHEREAS, the agent of record for the Wal-Mart Stores East, LP, d/b/a Wal-Mart Supercenter #2532, 2785 Milwaukee Road is Seaborn Attaway; and

WHEREAS, the Alcohol Beverage License Control Committee has recommended that the agent be changed to Scott F. Greschner.

NOW, THEREFORE, IT IS RESOLVED, that the new agent for Wal-Mart East, LP, d/b/a Wal-Mart Supercenter #2532, 2785 Milwaukee Road is Scott F. Greschner.

Dated this 19th day of December, 2011.

Kevin D. Leavy, President

Attest:

Rebecca S. Houseman, City Clerk



**ALCOHOL BEVERAGE LICENSE CONTROL COMMITTEE
RECOMMENDATION**

TO: Beloit City Council
FROM: Alcohol Beverage License Control Committee
DATE: December 13, 2011
SUBJECT: Wal-Mart Supercenter #2532

The Alcohol Beverage License Control Committee recommends approval of the Change of Agent to Scott Greschner at Wal-Mart Stores East, LP, d/b/a Wal-Mart Supercenter #2532, 2785 Milwaukee Road.

Recommendation for approval carried 7-0.

Rebecca Houseman
City Clerk

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of BELOIT County of ROCK
 City

The undersigned duly authorized officer(s)/members/managers of WAL-MART STORES EAST, LP
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as WAL-MART SUPERCENTER #2532
(trade name)

located at 2785 MILWAUKEE ROAD, BELOIT, WI 53511

appoints SCOTT F. GRESCHNER
(name of appointed agent)
9596 ELDERADO ROAD, TOMAH, WI 54660
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 15 YEARS

Place of residence last year 9596 ELDERADO ROAD, TOMAH, WI 54660

For: WAL-MART STORES EAST, LP
(name of corporation/organization/limited liability company)

By Lori Cottrell Lori Cottrell-Assistant Secretary
(signature of Officer/Member/Manager)

And Andrea Lazenby Andrea Lazenby-Assistant Secretary
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, SCOTT F. GRESCHNER, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Scott F. Greschner 12/16/2011 Agent's age _____
(signature of agent) (date)
9596 ELDERADO ROAD, TOMAH, WI 54660 Date of birth _____
(home address of agent)

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(date) (signature of proper local official) (town chair, village president, police chief)

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
GRESCHNER		SCOTT		FRANK	
Home Address (street/route)		Post Office		City	
9596 ELDERADO ROAD				TOMAH	
Home Phone Number		Age		Date of Birth	
(608) 374-4748					
				State	
				WI	
				Zip Code	
				54660	
				Place of Birth	
				NEW RICHMOND, WI	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- AGENT** of **WAL-MART STORES EAST, LP**

(Officer/Director/Member/Manager/Agent)

(Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 15 YEARS
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. _____
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Wal-Mart Distribution #6085	525 Industrial Drive, Tomah, WI	05/01/2008	09/19/2011
Employer's Name	Employer's Address	Employed From	To
Wal-Mart Distribution #6025	6100 3M Drive, Menomonie, WI	07/01/1993	05/01/2008

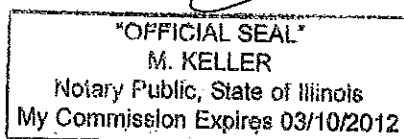
The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 18 day of November, 2011
[Signature]
(Clerk/Notary Public)

[Signature]
(Signature of Named Individual)

My commission expires 3.10.2012



Wisconsin Department of Revenue

**RESOLUTION
APPROVING A TWO-LOT CERTIFIED SURVEY MAP
FOR THE PROPERTIES LOCATED AT
2357 & 2426 FIELD CREST ROAD**

WHEREAS, Section 12.05(1)(c) of Chapter 12 of the Code of General Ordinances of the City of Beloit entitled “*Subdivision and Official Map Ordinance*” authorizes the City Council of the City of Beloit to approve, conditionally approve, or reject any minor subdivision of land within the City that involves the dedication of land to the public; and

WHEREAS, the attached two-lot Certified Survey Map for the properties located at 2357 & 2426 Field Crest Road, containing 29.6 acres, more or less, is located within the jurisdiction of the City of Beloit and involves the dedication of land to the public; and

WHEREAS, the Plan Commission of the City of Beloit has heretofore recommended approval of the attached two-lot Certified Survey Map, along with the dedication of land for a public street which pertains to the following described land:

**OF PART OF THE N.W. 1/4 OF THE N.W. 1/4 AND
PART OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 21,
T. 1 N., R. 13 E., OF THE FOURTH P.M., CITY OF БЕЛОIT,
ROCK COUNTY, WISCONSIN**

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Beloit does hereby approve the attached two-lot Certified Survey Map, subject to the following conditions:

1. The property owner shall apply to rezone proposed Lot 2 to R-1A, Single-Family Residential, by April 1, 2012.
2. The final CSM shall be recorded with the Rock County Register of Deeds, ideally by December 31, 2011.

Adopted this 19th day of December, 2011.

BELOIT CITY COUNCIL

Kevin D. Leavy, Council President

ATTEST:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Certified Survey Map (CSM) for the properties located at 2357 & 2426 Field Crest Road

Date: December 19, 2011

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

R.H. Batterman & Co., Inc. has submitted an Application for the Review of a Minor Subdivision and a two-lot Certified Survey Map (CSM) for the properties located at 2357 & 2426 Field Crest Road. According to Section 12.05(1)(c) of the Subdivision Ordinance, the Plan Commission shall recommend to the City Council approval, conditional approval, or rejection of any minor subdivision of land within the City that involves the dedication of land to the public.

Key Issues:

- The intent of the proposed CSM is to separate a 1.474-acre parcel for the existing single-family home in the northeast corner of the property located at 2357 Field Crest Road from the remainder of this primarily agricultural parcel. However, since the property located at 2357 Field Crest Road does not have any right-of-way frontage, the proposed CSM also involves the dedication of land to the public to create some frontage for both proposed lots.
 - As shown on the attachments, the proposed CSM extends the Field Crest Road right-of-way by 70 feet. This dedication creates 70 feet of right-of-way frontage for proposed Lot 2 and 92.46 feet of frontage for proposed Lot 1, which is 28.02 acres (the remainder of the parcel). A small triangular portion of the proposed dedication involves the property to the north (2426 Field Crest Road), which will retain 31.57 feet of frontage following this dedication.
 - Since there is an existing driveway leading from the existing end of Field Crest Road to the house, the proposed CSM includes an ingress/egress easement over a portion of proposed Lot 1 to benefit proposed Lot 2, which will preserve driveway access in the event that proposed Lot 1 is sold in the future.
 - The land to be dedicated to the public will not be improved as a public street until additional development occurs. Following this land division, proposed Lot 2 must be rezoned to R-1A, Single-Family Residential District.
 - The Plan Commission reviewed this item on December 7, 2011 and voted unanimously (5-0) to recommend approval of this Certified Survey Map, subject to the conditions recommended by the Neighborhood Planning Division.
-

Consistency with Comprehensive Plan and Strategic Plan:

- The Comprehensive Plan recommends Planned Neighborhood uses for the eastern 1/3 of the subject property and Community Commercial uses for the remainder of the subject property. This proposed land division, including the road dedication and reservation, is consistent with this recommendation. Consideration of this request supports City of Beloit Strategic Goal #4.
-

Sustainability:

- **Reduce dependence upon fossil fuels** – N/A
 - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
 - **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
 - **Meet the hierarchy of present and future human needs fairly and efficiently** – N/A
-

Action required/Recommendation:

- City Council consideration and action on the proposed Resolution
-

Fiscal Note/Budget Impact: N/A

Attachments: Resolution and Staff Report to the Plan Commission

CITY OF BELOIT

REPORT TO THE BELOIT CITY PLAN COMMISSION

Meeting Date: December 7, 2011

Agenda Item: 4

File Number: CSM-2011-09

Applicant: R.H. Batterman & Co., Inc.

Owner: John & Patricia A. Dabson
Living Trust and Dabson Marital Trust

Location: 2357 & 2426 Field Crest
Road

Existing Zoning: DH, Development
Holding District

Existing Land Use: Single-Family
Dwelling and Agricultural

Total Area: Approx. 29.49 Acres

Request Overview/Background Information:

R.H. Batterman & Co., Inc. has submitted an Application for the Review of a Minor Subdivision and a two-lot Certified Survey Map (CSM) for the properties located at 2357 & 2426 Field Crest Road. According to Section 12.05(1)(c) of the Subdivision Ordinance, the Plan Commission shall recommend to the City Council approval, conditional approval, or rejection of any minor subdivision of land within the City that involves the dedication of land to the public.

Key Issues:

- The intent of the proposed CSM is to separate a 1.474-acre parcel for the existing single-family home in the northeast corner of the property located at 2357 Field Crest Road from the remainder of this primarily agricultural parcel. However, since the property located at 2357 Field Crest Road does not have any right-of-way frontage, the proposed CSM also involves the dedication of land to the public to create some frontage for both proposed lots.
 - As shown on the attachments, the proposed CSM extends the Field Crest Road right-of-way by 70 feet. This dedication creates 70 feet of right-of-way frontage for proposed Lot 2 and 92.46 feet of frontage for proposed Lot 1, which is 28.02 acres (the remainder of the parcel). A small triangular portion of the proposed dedication involves the property to the north (2426 Field Crest Road), which will retain 31.57 feet of frontage following this dedication.
 - The land to be dedicated to the public will not be improved as a public street until additional development occurs.
 - Since there is an existing driveway leading from the existing end of Field Crest Road to the house, the proposed CSM includes an ingress/egress easement over a portion of proposed Lot 1 to benefit proposed Lot 2, which will preserve driveway access in the event that proposed Lot 1 is sold in the future.
 - Following this land division, proposed Lot 2 must be rezoned to R-1A, Single-Family Residential District.
 - The City Engineer has requested that the remainder of Field Crest Road be officially mapped as shown.
 - The City's other Review Agents have reviewed the proposed CSM and have not submitted any comments or concerns.
-

Consistency with Comprehensive Plan and Strategic Plan:

The Comprehensive Plan recommends Planned Neighborhood uses for the eastern 1/3 of the subject property and Community Commercial uses for the remainder of the subject property. This proposed land division, including the road dedication and reservation, is consistent with this recommendation. Consideration of this request supports City of Beloit Strategic Goal #4.

Sustainability:

- **Reduce dependence upon fossil fuels** – N/A
 - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
 - **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
 - **Meet the hierarchy of present and future human needs fairly and efficiently** – N/A
-

Staff Recommendation:

The Neighborhood Planning Division recommends **approval** of the attached two-lot Certified Survey Map (CSM) for the properties located at 2357 & 2426 Field Crest Road, subject to the following conditions:

1. The property owner shall apply to rezone proposed Lot 2 to R-1A, Single-Family Residential, by April 1, 2012.
 2. The final CSM shall be recorded with the Rock County Register of Deeds, ideally by December 31, 2011.
-

Fiscal Note/Budget Impact: N/A

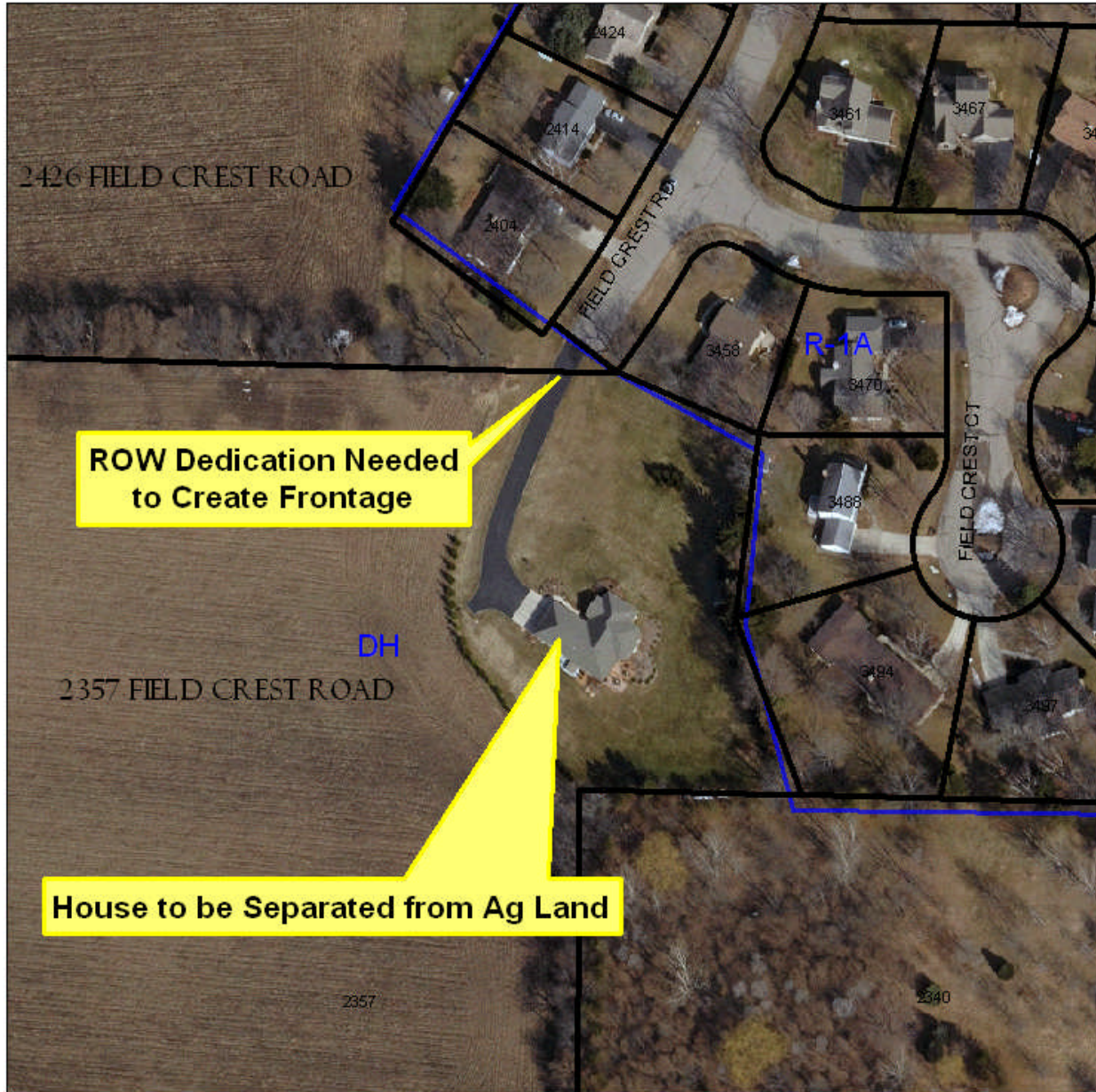
Attachments: Location & Zoning Map, CSM, and Application.

CSM-2011-09, 2357-2426 Field Crest Road, Council Report

Location & Zoning Map

2357 & 2426 Field Crest Road

CSM-2011-09



1 inch = 113 feet
0 25 50 100 150 Feet

Legend

- COB Parcels
- Zoning District







Map prepared by: Drew Pennington
Date: November 2011
For: City of Beloit, Neighborhood Planning
Date of Aerial Photography: March 2011

NEIGHBORHOOD PLANNING DIVISION

CERTIFIED SURVEY MAP

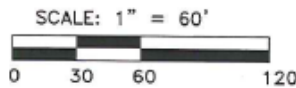
OF PART OF THE N.W. 1/4 OF THE N.W. 1/4 AND PART OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 21, T. 1 N., R. 13 E., OF THE FOURTH P.M., CITY OF BELOIT, ROCK COUNTY, WISCONSIN

Key:





-  Existing Property Lines
-  Proposed Property Lines
-  Proposed ROW Dedication
-  Proposed Easement
-  ROW Frontage for Lot 1
-  ROW Frontage for Lot 2



BEARINGS BASED UPON THE NORTH LINE OF THE NORTHWEST QUARTER THAT BEARS N 88°38'19" W IN THE WISCONSIN COUNTY COORDINATE SYSTEM ROCK DATUM



ORDER NO. 31256
 FOR: DON & TARA TINDER
 DATE: NOVEMBER 16, 2011
 BOOK/PAGE *SEE FILE
 File Name: J:\31250-31299\31256\31256.DWG
 Plotted on 11/16/11 at 13:44:08.
 SHEET 2 OF 4

- MONUMENT KEY
-  Iron Rebar Set 3/4" x 24"(1.5 Lbs./Ft.)
 -  Iron Pipes Found
 -  Iron Rebar Found
 -  Fences

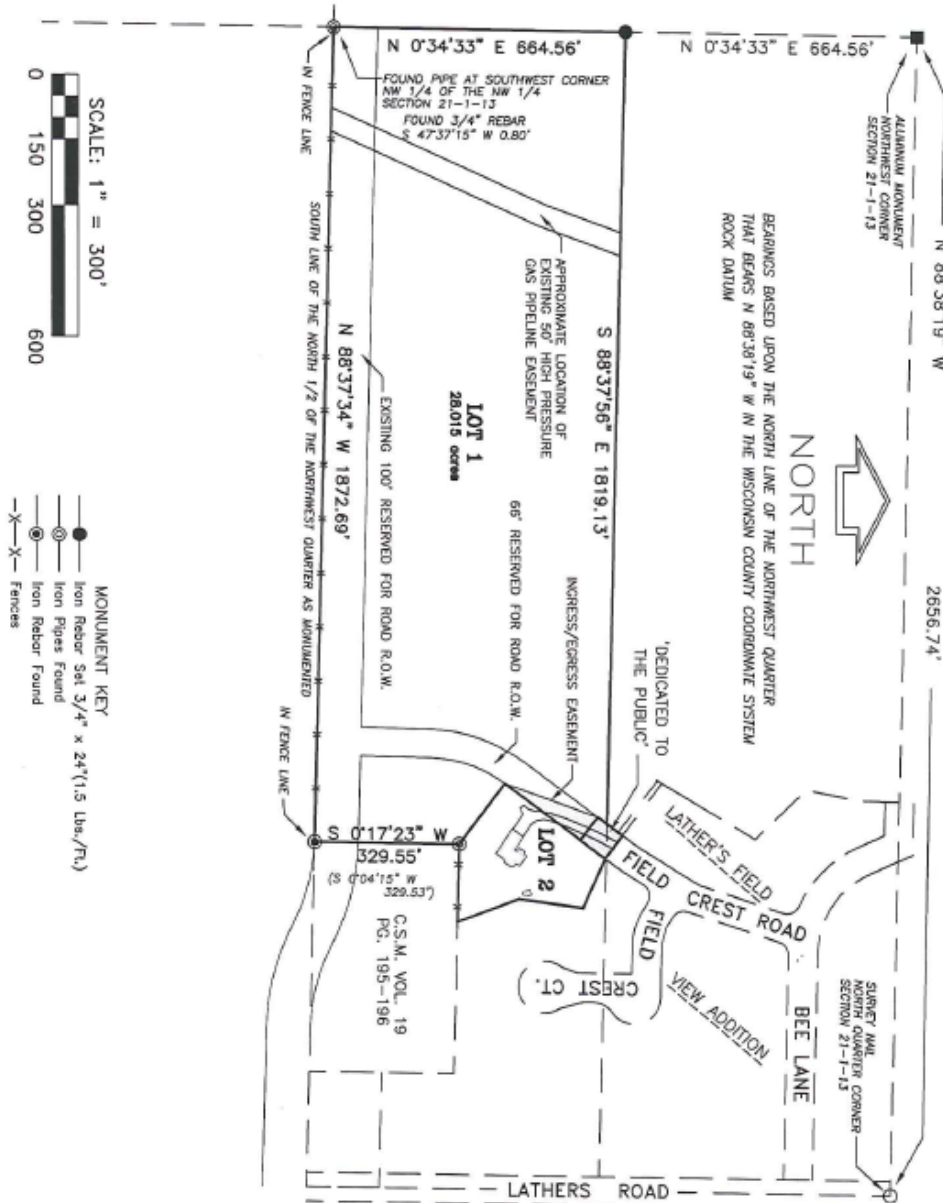
Batterman
 engineers surveyors planners



2657 Bartells Drive Beloit, Wisconsin 53511
 608.365.4464 www.tbatterman.com

CERTIFIED SURVEY MAP

OF PART OF THE N.W. 1/4 OF THE N.W. 1/4 AND
PART OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 21,
T. 1 N., R. 13 E., OF THE FOURTH P.M., CITY OF БЕЛОИТ,
ROCK COUNTY, WISCONSIN



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SHEET 1 OF 4

Batterman
engineers surveyors planners

2857 Bartels Drive Beloit, Wisconsin 53511
608.365.4464 www.rhbatterman.com

CERTIFIED SURVEY MAP

OF PART OF THE N.W. 1/4 OF THE N.W. 1/4 AND PART OF THE N.E. 1/4 OF
THE N.W. 1/4 OF SECTION 21, T. 1 N., R. 13 E., OF THE FOURTH P.M., CITY
OF BELOIT, ROCK COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE OF COMPLIANCE WITH STATUTE

State of Wisconsin) I, Jeffrey R. Garde, a Registered Land Surveyor, do hereby certify that I
County of Rock)^{ss.} have surveyed and mapped Part of the N.W. ¼ of the N.W. ¼ and part of the N.E.
¼ of the N.W. ¼ of Section 21, T. 1 N., R. 13 E. of the Fourth P.M., City of Beloit, Rock County, Wisconsin.

DESCRIBED AS FOLLOWS: Commencing at the Northwest corner of Section 21 aforesaid; thence South 00°34'33" West 664.56 feet along the West line of the N.W. ¼ of said Section 21 to the place of beginning; thence South 88°37'56" East 1819.13 feet; thence North 36°38'46" East 43.57 feet to the Southeasterly corner of Lot 6 of Lather's Field View Addition; thence along said Lather's Field View Addition as follows, South 53°19'30" East 66.00 feet; thence South 65°55'22" East 123.02 feet; thence South 07°22'43" West 147.32 feet; thence South 21°00'41" East 149.77 feet to the Southwest corner of Lot 15 of Lather's Field View Addition being also on the North line of Out-Lot 1 of a Certified Survey Map as recorded in Volume 19 on Pages 195-196 of Certified Survey Maps of Rock County; thence North 88°40'14" West 177.57 feet along the North line of said Certified Survey Map; thence South 00°17'23" West 329.55 feet to the Southwest corner of said Certified Survey Map; thence North 88°37'34" West 1872.69 feet to the Southwest corner of the Northwest Quarter of the Northwest Quarter marked with an iron pipe; thence North 00°34'33" East 664.56 to the place of beginning.

Containing 29.594 acres more or less.

Subject to any and all easements, agreements, covenants or restrictions, recorded or unrecorded.

That such map is a correct representation of all exterior boundaries of the land surveyed and the division of that land. That I have made such survey and map by the direction of the Owner of said land, and that I have complied fully with the provisions of Section 236.34 of the Wisconsin Statutes in surveying dividing and mapping the same. Given under my hand and seal, this 16th day of November, 2011 at Beloit, Wisconsin.

I hereby certify that the property taxes on the parent
parcel are current and have been paid as of
_____, 2011.

By: _____
Rock County Treasurer

Approved by the City of Beloit Council, this _____
day of _____, 2011.

By: _____

ORDER NO. 31256
DATE: NOVEMBER 16, 2011
FOR: DON & TARA TINDER

SHEET 3 OF 4

R. H. BATTERMAN & CO., INC.
Land Surveyors • Engineers • Planners
2857 Bartells Drive
Beloit, Wisconsin 53511

CERTIFIED SURVEY MAP

OF PART OF THE N.W. 1/4 OF THE N.W. 1/4 AND PART OF THE N.E. 1/4 OF
THE N.W. 1/4 OF SECTION 21, T. 1 N., R. 13 E., OF THE FOURTH P.M., CITY
OF BELOIT, ROCK COUNTY, WISCONSIN

OWNERS CERTIFICATE

I, Tara J. Tinder, Personal Representative for the estate of John & Patricia Dabson, Owners of the land described in the foregoing description, do hereby certify that I have caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on the plat. I also certify that this plat is required by Sections 236.10 and .12 of the Wisconsin Statutes to be submitted to the following for approval or objection: The City of Beloit City Council.

WITNESS the hand and seal of said Representative for the estate of John & Patricia Dabson, this _____ day of _____, 2011.

Tara J. Tinder, Personal Representative for
The estate of John & Patricia Dabson

State of Wisconsin)
County of) ss.

Personally came before me, this _____ day of _____, 2011,
the above-named Tara J. Tinder, Personal Representative for the estate of
John & Patricia Dabson to me known to be the person who executed the
foregoing certificate and acknowledge the same.

Notary Public, _____ County, Wisconsin

My Commission Expires _____

DOCUMENT NO. _____ RECEIVED FOR RECORD THIS _____ DAY OF _____ A.D. 2011
AT _____ O'CLOCK ____M. AND RECORDED IN VOLUME _____, PAGES _____ OF
CERTIFIED SURVEY MAPS OF ROCK COUNTY, WISCONSIN.

REGISTER OF DEEDS

ORDER NO. 31256
DATE: NOVEMBER 16, 2011
FOR: DON & TARA TINDER

SHEET 4 OF 4

R. H. BATTERMAN & CO., INC.
Land Surveyors • Engineers • Planners
2857 Bartells Drive
Beloit, Wisconsin 53511

CITY of BELOIT
Neighborhood Planning Division

100 State Street, Beloit, WI 53511 Phone: (608) 364-6700 Fax: (608) 364-6609

Application for Review of a Minor Subdivision

(Please Type or Print) § 2426 File Number: CSM-2011-09

1. Address of property: 2357 Field Crest Road
2. Tax Parcel Number(s): 22180010, 22180600
3. Property is located in (circle one): City of Beloit or Town of: Turtle; Beloit; Rock or LaPrairie
 In the NW Quarter of Section 21, Township 1 North, Range 13 East of the 4th P.M.
4. Owner of record: John & Patricia Dabson Living Trust (Tara Tinder) Phone: (608) 751-2022
2357 Lathers Road Beloit WI 53511
(Address) (City) (State) (Zip)
5. Surveyor's name: Batterman Phone: (608) 365-4464
2857 Bartells Drive Beloit WI 53511
(Address) (City) (State) (Zip)
6. Number of new lots proposed with this land division is 2 lot(s).
7. Total area of land included in this map: 29.6 +/- Acres
8. Total area of land remaining in parent parcel: 0
9. Is there a proposed dedication of any land to the City of Beloit? yes
10. The present zoning classification of this property is: DH
11. Is the proposed use permitted in this zoning district: Proposed R1A

12. **THE FOLLOWING ITEMS MAY NEED TO BE COMPLETED AND/OR ATTACHED:**
- Site Assessment Checklist;** is required if the total area of CSM is over 5 acres.
 - Pre-application meeting;** a pre-application meeting was held on 10/31/2011 with City of Beloit Staff.
 - Developer's Statement;** as required by section 12.02(7) of the Subdivision Ordinance.
 - Phase One Environmental Assessment;** as per section 12.05(1)(c) of the Subdivision Ordinance.
 - Certified Survey Map;** one copy as required by section 12.05(1) of the Subdivision Ordinance.

The applicant's signature below indicates the information contained in this application and on all accompanying documents is true and correct. The undersigned does hereby respectfully make application for and petition the City Plan Commission or City Council for approval of this Certified Survey Map for the purpose stated herein. The undersigned also agrees to abide by all applicable federal, state and local laws, rules, and regulations.

Tara Jean Tinder / TARA JEAN TINDER / 11-15-2011
(Signature of applicant) (Name of applicant) (Date)

This application must be submitted at least 21 days prior to the Plan Commission meeting date.

Review fee: <u>\$150 plus \$10 per lot</u>	Amount paid: <u>\$170.⁰⁰</u>
Scheduled meeting date: <u>Dec. 7, 2011</u>	
Application accepted by: <u>Dee Pennington</u>	Date: <u>11/16/11</u>

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Zoning Map Amendment Application for the property located at 1872 Porter Avenue – Council Referral to the Plan Commission

Date: December 19, 2011

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

AZR Financial Inc. has submitted an application for a Zoning Map Amendment to change the zoning district classification from PLI, Public Lands and Institutions District to C-2, Neighborhood Commercial District, for the property located at 1872 Porter Avenue.

Key Issues (maximum of 5):

- The applicant has submitted this application in an effort to increase the number of permitted uses of the subject property.
- The PLI District is a special purpose district that is intended to accommodate major public and quasi-public uses such as schools, parks, and public buildings. The C-2, Neighborhood Commercial District is primarily intended to accommodate neighborhood-oriented retail sales and service uses.
- In September 2011, the Planning Division discovered that the applicant is operating an unauthorized circuit board assembly use in this building, which was constructed as a convent affiliated with Beloit Catholic High School and used by Rock County OIC for 20 years. A Notice of Violation was issued, and the applicant applied for a Use Variance to allow a circuit board assembly use in a PLI District, which was denied by the Board of Appeals on November 8, 2011.
- The circuit board assembly use is not allowed in the C-2 District, and the applicant must relocate this assembly operation by January 16, 2012 per an agreement with the Planning Division. The application states that the applicant intends to operate a business that repairs computers and office equipment on the subject property. Repair-oriented retail sales/service uses are permitted by right in the C-2 District.
- The Comprehensive Plan recommends Neighborhood Commercial uses and a zoning district classification of C-2 for the subject property.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.):

- Consideration of this request supports Strategic Goal #4.

Sustainability (Briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment utilizing the four following eco-municipality guidelines.):

- Reduce dependence upon fossil fuels – N/A
- Reduce dependence on chemicals and other manufacturing substances that accumulate in nature – N/A
- Reduce dependence on activities that harm life sustaining eco-systems – N/A
- Meet the hierarchy of present and future human needs fairly and efficiently – N/A

Action required/Recommendation:

- Referral to the Plan Commission for the January 4, 2012 meeting
- This item will most likely return to the City Council for a public hearing and possible action on January 17, 2012

Fiscal Note/Budget Impact: N/A

Attachments: Application

CITY of BELOIT

NEIGHBORHOOD PLANNING DIVISION

100 State Street, Beloit, WI 53511

Phone: (608) 364-6700

Fax: (608) 364-6609

Zoning Map Amendment Application Form

(Please Type or Print)

File No.: ZMA-2011-06

1. Address of subject property: 1872 PORTER Avenue (off)

2. Legal description: Lot: _____ Block: _____ Subdivision: _____

(If property has not been subdivided, attach a copy of the complete legal description from deed.)

Property dimensions are: _____ feet by _____ feet = _____ square feet.

If more than two acres, give area in acres: _____ acres.

3. Tax Parcel Number(s): 12510532

4. Owner of record: AZR FINANCIAL Phone: _____

616 S. MAIN ST. JANESVILLE WI 53545
(Address) (City) (State) (Zip)

5. Applicant's Name: SAM S.

(Address) (City) (State) (Zip)

(Office Phone #) (Cell Phone #) (E-mail Address)

6. **THE FOLLOWING ACTION IS REQUESTED:**

Change zoning district classification from: PL1 to: C-2

All existing uses on this property are: PROPOSED COMMERCIAL/RETAIL

7. All the proposed uses for this property are:

Principal use(s): COMPUTER/CIRCUIT BOARD REPAIR OF OFFICE EQUIPMENT

Secondary use(s): OTHER RETAIL RENTAL SPACES

Accessory use(s): _____

8. I/we represent that I/we have a vested interest in this property in the following manner:

- Owner
- Leasehold, Length of lease: _____
- Contractual, Nature of contract: _____
- Other, explain: _____

9. Individual(s) responsible for compliance with conditions (if any), if request is granted:

Name(s): _____ Phone: _____

(Address) (City) (State) (Zip)

The applicant's signature below indicates the information contained in this application and on all accompanying documents is true and correct.

I/we, the undersigned, do hereby respectfully make application for and petition the City Plan Commission and City Council to grant the requested action for the purpose stated herein. I/we represent that the granting of the proposed request will not violate any of the required standards of the Zoning Ordinance of the City of Beloit. I/we also agree to abide by all applicable federal, state and local laws, ordinances, rules, and regulations.

ARR Financial Inc. John Williams Pres. ARR FINANCIAL INC 11/15/11
 (Signature of Owner) (Print name) (Date)

 (Signature of Applicant, if different) (Print name) (Date)

In order for your request to be heard and considered in a timely manner, you must submit the completed application and all accompanying documents to the Neighborhood Planning Division for acceptance by the filing deadline date prior to a scheduled Plan Commission meeting. This application must be submitted with the \$275.00 application fee. Applicants will also be charged a fee for mailing public notices at the rate of \$0.50 per notice. An invoice for this fee will be sent to the applicant, and it is typically between \$5.00 and \$20.00.

To be completed by Planning Staff	
Filing Fee: <u>\$275.00</u>	Amount Paid: <u>\$275.⁰⁰</u> Meeting Date: <u>Dec. 21, 2011</u>
Number of notices: _____	x mailing cost (\$0.50) = cost of mailing notices: \$ _____
Application accepted by: <u>Dea Permyton</u>	Date: <u>11/15/11</u>
Date Notice Published: _____	Date Notice Mailed: _____

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR THE 2012 HUD LEAD
HAZARD CONTROL GRANT**

WHEREAS, the State of Wisconsin has set a goal to eliminate childhood poisoning in the state, and

WHEREAS, the City of Beloit's Consolidated Plan includes goals for creating a lead-safe environment in Beloit's housing stock; and

WHEREAS, the Lead Hazard Control Grant funds will allow us to meet some of the needs addressed in the Consolidated Plan.

NOW THEREFORE BE IT RESOLVED, that the City Manager is authorized to apply for the Lead Hazard Control Grant funds in the amount of \$1.6 million in cooperation with Rock County and the City of Janesville for the prevention and elimination of childhood lead poisoning in the City of Beloit.

Adopted this 19th day of December, 2011

Kevin D. Leavy, City Council President

Attest:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Approval to apply for HUD 2012 Lead Hazard Control Grant in cooperation with Rock County and the City of Janesville

Date: December 19, 2011

Presenter(s): Julie Christensen

Department(s): Community Development

Overview/Background Information:

Lead poisoning is still a major issue facing Wisconsin's children, and Beloit is on the state's list of high risk communities. The most recent data shows that 3,488 children were poisoned in Wisconsin in 2007, 73 of those cases were children in Beloit. Lead poisoning contributes to increased cost for medical needs, special education and the juvenile justice system which costs Wisconsin \$14,037,259 annually. In 2009, the consortium of the City of Beloit, City of Janesville and Rock County received a HUD Lead Hazard Reduction Grant of \$1.1 Million. The City of Beloit has utilized its portion through the Housing Rehabilitation Loan program to make 59 dwelling units lead safe for the children of Beloit, with more projects currently underway. The funds from this grant will continue to be used to provide resources to home owners and landlords to make their dwellings lead safe for children.

Key Issues (maximum of 5):

1. The City of Beloit is proposing to apply for the lead grant in cooperation with Rock County and the City of Janesville.
2. The grant will be used to provide funding to home owners and landlords to make their dwelling units lead safe for children.
3. Rock County will be the lead agency.
4. Local match is required and will consist of in-kind contributions, CDBG and NSP funds from the City of Beloit or cash match provided by the property owner. This match will have no budgetary implications for the City of Beloit.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.):

This grant conforms to the following goals:

3. Proactively partner with individuals and businesses to promote a safe and healthy community, minimize personal injury, prevent loss of life, and protect property and natural resources.
4. Apply sound, sustainable practices to promote a high quality community through historic preservation, community revitalization and successful new development.

Sustainability (Briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment utilizing the four following eco-municipality guidelines.):

- **Reduce dependence upon fossil fuels**
N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
This grant allows us to reduce the amount of lead in the environment
- **Reduce dependence on activities that harm life sustaining eco-systems**
This will allow us to reduce a substance that is harmful to life sustaining eco-systems.
- **Meet the hierarchy of present and future human needs fairly and efficiently**
Allows current and future generations to live in dwellings that are healthy and safe.

If any of the four criteria are not applicable to your specific policy or program, an N/A should be entered in that space.

Action required/Recommendation:

Approval of a resolution authorizing the City Manager to apply for Lead Hazard Control Grant funds from the Department of Housing and Urban Development in cooperation with Rock County and the City of Janesville for \$1.6 million which will be shared between the partners.

Fiscal Note/Budget Impact:

There will be no financial impact to the general fund. Matching funds will consist of in-kind, CDBG and NSP funds.

**RESOLUTION APPROVING 2012 CONTRACT BETWEEN
THE CITY OF БЕЛОIT AND ROCK COUNTY HUMANE SOCIETY, INC.**

WHEREAS, the City of Beloit (hereinafter “City”) has annually entered an animal control services agreement with Rock County Humane Society, Inc. (hereinafter “Humane Society”); and

WHEREAS, the Beloit City Council finds that it is in the best interest of the City and its residents to contract with Humane Society for animal control purposes; and

WHEREAS, the current contract with Humane Society expires on December 31, 2011; and

WHEREAS, the attached 2012 contract provides continuing service by the Humane Society to the City.

The City Council of the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached contract for animal control services between the City and Humane Society be, and the same is hereby, approved.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and he is hereby, authorized to enter into this contract on behalf of the City.

Adopted this 19th day of December, 2011.

City Council of the City of Beloit

Kevin D. Leavy, President

Attest:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: 2012 Animal Control contract between the City of Beloit and the Rock County Humane Society

Date: December 19, 2011

Presenter(s): Beth Jacobsen

Department(s): City Manager's Office

Overview/Background Information:

The Rock County Humane Society (RCHS) has provided the City of Beloit with animal control services for over ten years. Outsourcing this service is the most efficient way to carry out this service due to legal and technical standards for humane animal care. In addition to their adoption services, the RCHS assists the City of Beloit Police Department with transporting stray animals and dangerous dogs, which they then domicile or quarantine. Due to space limitations and the poor condition of their facility, the RCHS notified the City of Beloit that they cannot continue to provide animal control services to the City of Beloit. This year, the City of Beloit explored alternative options for animal control services and a long-term solution was not identified. In August, the Cities of Beloit and Janesville sent out an RFP for animal controls services and no responses were received. The City of Beloit continues to work with the City of Janesville and the RCHS, with the intention of finding a County-wide solution to the County-wide animal control problem.

To decrease our dependence on the RCHS's Humane Officer, this year the Police Department sent a Police Officer to Humane Officer Training through the state of Wisconsin. The Officer is trained on the State laws as they apply to caring for animals. The Officer is also training in handling stray animals and investigating animal cruelty.

In 2010, the City paid the RCHS \$129,039. To date in 2011, the City has processed payments to the RCHS in the amount of \$174,942 (December bill still pending). The proposed 2012 contract is identical to the 2011 contract; however, it includes a 3% increase in the monthly Humane Officer fees (\$6,052) for a total annual fee of \$72,624, in addition to pick up, admit, quarantine, and care fees.

Key Issues (maximum of 5):

1. Due to space and staffing limitations, RCHS cannot provide animal control services to the City of Beloit on a long-term basis.
2. Providing animal control services in-house is not feasible for the City of Beloit.
3. The City of Beloit and the City of Janesville are the largest financial contributors and users of the RCHS animal control services. Animal control policies in bordering municipalities and towns are not consistent.
4. Rock County lacks alternative vendors for animal control and sheltering of stray animals.
5. The Cities of Beloit and Janesville are committed to working together to find a long-term County-wide vendor for animal control services.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.):

This contract supports the City's commitment to service delivery which protects the natural and built environment, maintains economic competitiveness, and contributes to a high quality living experience in Beloit.

Sustainability (Briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment utilizing the four following eco-municipality guidelines.):

- **Reduce dependence upon fossil fuels – N/A**
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature – N/A**
- **Reduce dependence on activities that harm life sustaining eco-systems – N/A**
- **Meet the hierarchy of present and future human needs fairly and efficiently**

Animal control services contribute to the health and safety of residents and animals in the City of Beloit.

Action required/Recommendation:

Approval of the 2012 contract with the Rock County Humane Society.

Fiscal Note/Budget Impact:

As noted above, the animal control contract with the RCHS increases annually. Additional funds were added in 2012 to the animal control line item in the Police Department's budget. Adequate funds are available in the Police Department's 2012 Budget for the 2012 contract.



Purchase of Services Agreement

Contract Term: January 1, 2012 through December 31, 2012

Municipality: City of Beloit

Contact: Larry Arft

Address: 100 State St.
Beloit, WI 53511

THIS SERVICES AGREEMENT (the "Agreement"), made and entered into on the 1st day of January, 2012, by and between the MUNICIPALITY of the City of Beloit (the "MUNICIPALITY") and Rock County Humane Society ("RCHS"), a not-for-profit corporation located at 222 S. Arch Street in Janesville, WI.

RECITALS

- 0.1 WHEREAS, the MUNICIPALITY desires to purchase services from RCHS for the care, treatment, and humane disposal of stray animals located within the geographic limits of the MUNICIPALITY; and
- 0.2 WHEREAS, RCHS, a Wisconsin not-for-profit corporation that is independent of the MUNICIPALITY, is presently situated to provide animal shelter and care services; and
- 0.3 WHEREAS, at all times this Agreement shall be construed in a manner so as to maximize the welfare of the animals who are the subject hereof and who are cared for by RCHS pursuant to the terms of this Agreement; and
- 0.4 WHEREAS, the MUNICIPALITY's and RCHS's fiscal year runs from January 1 through December 31 of each calendar year; and
- 0.5 WHEREAS, RCHS maintains a principal place of business located at 222 S. Arch St., Janesville, Wisconsin 53548; and
- 0.6 WHEREAS, RCHS is a person entering into a contract with a political subdivision as defined in Wis. Stat. § 173.15(1) and acknowledges its obligations under Wis. Stat. § 173.15(2) in relation to said contract; and
- 0.7 WHEREAS, the MUNICIPALITY, and municipalities vested with jurisdiction have the authority and/or obligation to enforce: (i) Chapter 951 of the Wisconsin Statutes ("Crimes Against Animals"); (ii) Chapter 174 of the Wisconsin Statutes ("Dogs"); (iii) Chapter 173 of the Wisconsin Statutes ("Animals; Humane Officers").

AGREEMENT

Now, therefore, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the MUNICIPALITY and RCHS as follows:

1.0 SERVICES

RCHS agrees to provide the services fully incorporated herein by reference. In the event of a conflict between the MUNICIPALITY and RCHS, or the terms of this Agreement, the terms of this Agreement are controlling.

2.0 COST AND PAYMENT

MUNICIPALITY shall pay for services detailed in this Agreement on a fee for service basis as invoiced monthly. MUNICIPALITY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein.

3.0 **TERM OF AGREEMENT**

3.1 Term. The term of this Agreement shall commence on the first day of January 2012 or as of the date by which all parties have executed this Agreement, whichever is later, and this Agreement shall terminate on December 31, 2012, unless sooner agreed to in writing by the parties or renewed by mutual agreement. The Agreement may also be terminated before December 31, 2012 if subject to termination under Section 6.0.

3.2 Completion of Obligations. RCHS shall complete its service obligations under this Agreement no later than the Expiration Date, and MUNICIPALITY shall not be liable for any services performed by RCHS other than during the term of this Agreement. RCHS shall not be obligated to complete any services other than during the term of this Agreement.

3.3 Renewal Procedures. This Agreement shall not renew automatically and nothing in this Agreement shall be construed as requiring the MUNICIPALITY or RCHS to renew the Agreement.

4.0 **DEFINITIONS**

As used in this Agreement, the following words shall have the meanings provided below:

4.1 Companion Animals: Dogs, cats, rabbits, guinea pigs, hamsters, mice, ferrets, birds, fish, reptiles, amphibians, invertebrates, or any other species of domestic animal sold, transferred, or retained for the purpose of being kept as a household pet, except livestock, as defined in subsection 4.3.

4.2 Exotic Animal: An animal that is not normally domesticated in the United States or that is wild by nature.

4.3 Livestock: Horse, bovine, sheep, goat, pig, llama, alpaca, farm-raised deer, rabbit raised for food, or domestic fowl, including farm-raised game bird.

4.4 Redemption: The identification and verification of ownership of a stray animal and the return of the animal to its owner.

4.6 Stray: A companion animal found wandering at large whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort.

4.7 Unclaimed: A companion animal that is found stray whose owner has failed to redeem the animal.

4.8 Wild Animal: The definition of wild animal as defined by the *Wisconsin Department of Natural Resources*.

5.0 **DESCRIPTION OF SERVICES**

5.1 Cooperation. RCHS agrees to use commercially reasonable methods in working with all MUNICIPALITY departments, agencies, employees, and officers and the employees and officers of the Department of Public Health - Rock County in providing the services described herein. The MUNICIPALITY agrees to use commercially reasonable methods in working with RCHS in order to enable RCHS to provide the services described herein and in paying for such services.

5.2 RCHS Personnel. RCHS agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the MUNICIPALITY. RCHS shall ensure that its personnel are instructed that they do not have any direct contractual relationship with the MUNICIPALITY. Except as otherwise provided in this Agreement, MUNICIPALITY shall have no authority over any aspect of RCHS' personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.3 Transportation of Animals. MUNICIPALITY is not purchasing transportation services from RCHS, and RCHS shall have no obligation to pick-up or transport animals not covered by this Agreement.

5.4 24-hour Availability. RCHS will provide, or assure the availability of, stray animal receiving services 24 hours a day, 7 days a week. The shelter will be open to stray receiving during normal business hours and on-call staff will respond to the shelter outside of normal business hours within a reasonable

amount of time and weather permitting. Stray animals are not to be left on RCHS property without proper personnel present to receive them.

5.5 Services for Stray Companion Animals.

WHEREAS, the MUNICIPALITY acquires stray animals and is desirous of a proper place to keep such animals where they will receive humane care; and

WHEREAS, RCHS is an organization devoted, among other things, to the care of animals and has facilities to provide for proper care in a humane way for stray animals.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

1. RCHS agrees to accept for shelter, stray companion animals from officials of the MUNICIPALITY and citizens who find stray animals within the Municipality and provide the animals with food, shelter, water, and humane care.
2. This Agreement shall include companion animals only as defined in section 4.1.
3. The MUNICIPALITY shall pay RCHS a flat fee per animal admitted into the facility. This fee will include the state mandated seven (7) day holding period for normal stray or ten (10) days for state mandated rabies hold (see Paragraph 8 below). In the event RCHS should decide to keep the animal longer than the seven day stray hold period, it shall be at the expense and cost of RCHS. The MUNICIPALITY's fees are the following per animal:

<u>Stray Admitting and Care Fee Dogs and Cats</u>	<u>Stray Admitting and Care Fee Small Animal (rabbit, bird, gerbil, etc.)</u>
2012: \$130.00 per unclaimed animal \$ 65.00 per claimed animal	2012: \$60.00 per unclaimed animal \$30.00 per claimed animal

4. Humane Care Officer (HCO) functions shall include:
 - a. Provide for pick up and intake of confined stray companion animals seven days per week during normal business hours of 8am to 5pm, excluding holidays.
 - b. Provide for meeting an officer and intake of stray companion animals seven days per week outside of normal business hours from 5pm until 8am or 24 hours on holidays.
 - c. Provide assistance to the City and the police department with their investigations of complaints of cruelty, neglect, emergency complaints, or animal bite cases during normal business hours (8am to 5pm) seven days per week, excluding holidays.
 - d. Provide assistance to the City and the police department with emergency requests outside of normal business hours (5pm to 8am) seven days per week or 24 hours on holidays for an additional \$50 per call request.

HCO functions shall be billed on a flat monthly rate of \$6,052.00 per month.

5. In the event that the MUNICIPALITY should request RCHS to hold an animal for longer than the stray or quarantine hold period (i.e. police evidence holds, seized animals, etc.), the MUNICIPALITY shall notify RCHS in writing and the MUNICIPALITY agrees to pay RCHS at the extended rate of \$20.00 per day beyond the normal unclaimed animal cost. Notwithstanding the foregoing, in the event an owner of a stray animal seeks to continue to enforce their ownership rights over the animal such that RCHS is obligated to continue to provide custodial care to the animal beyond the 7-day period identified above by court order the MUNICIPALITY shall continue to reimburse RCHS at the rate of \$20.00 per day. RCHS will notify the MUNICIPALITY if an owner enforces his/her ownership rights by court order.
6. In the event that an animal is claimed by the owner, the owner shall pay RCHS a redemption fee to offset admitting and care day expenses prior to the release of said animal. The MUNICIPALITY will be billed at half the usual rate for claimed animals. RCHS shall require proof that the animal is currently

immunized against rabies or require payment of a rabies voucher before releasing an animal to its owner.

7. RCHS shall maintain suitable office hours for the convenience of the public and for the purpose of transacting business in connection with the duties under this contract and for the purpose of receiving animals or for the redemption of animals.
8. RCHS will cooperate with the Rock County Health Department by following the procedures required with respect to stray animals having bitten a member of the public. Said animals will be quarantined for ten days and/or euthanized and submitted for rabies testing in accordance with the State Rabies Control Program, Section 95.21, Wisconsin Statutes. The MUNICIPALITY shall be financially responsible for normal admitting and care costs, extended and dangerous care expenses plus the fees charged by a veterinarian to perform the mandated three rabies observations during the ten day quarantine. The Rock County Health Department shall pay for stray biter animals that require immediate euthanasia upon intake and rabies testing. In the event the animal is an owned animal, RCHS shall have no responsibility for the intake of owned biter animals or owned animals whose owners have failed to quarantine.

Quarantine and Rabies Observation Fee

2012: \$350

9. Injured and ill animals shall be transported, if condition requires, to the MUNICIPALITY's designated veterinary facility for assessment and/or treatment as such facility shall recommend at the sole expense of the MUNICIPALITY. RCHS shall not authorize nor incur outside private veterinary service expenses for stray animals. RCHS does not have a shelter veterinarian but will make every reasonable effort to treat minor medical conditions at the shelter at the expense of RCHS. RCHS will make the determination as to which animals need veterinary medical care for animals in their care.
10. The MUNICIPALITY will take calls concerning animals running at large and will apprehend animals running at large. RCHS responds to pick up of confined animals only.
11. Abandonment of animals on RCHS property by MUNICIPALITY officials or instructing citizens to leave animals on RCHS property after hours will result in immediate termination of contract and will be referred to local law enforcement.
12. RCHS shall keep current and accurate records in compliance with state statute 173.17, and they shall be open and available for inspection by the MUNICIPALITY at all reasonable times.
13. RCHS shall submit an itemized statement to the MUNICIPALITY no later than 30 days following the last day of the billable month, and the MUNICIPALITY agrees to remit payment within 30 days of receipt of the invoice. In the event that a fee is disputed, the MUNICIPALITY is responsible for payment in full while the accuracy of the billing is verified. Any disputes upheld will be credited on the next month's statement. The parties agree to, as expeditiously as possible, resolve the dispute as promptly as possible and without undue delay.
14. RCHS agrees to comply with the rules, regulations, and statutes of the State of Wisconsin and the Municipal Codes of the MUNICIPALITY as those statutes, rules, regulations, and provisions of the Code pertain to the areas of stray animals.
15. RCHS will notify the MUNICIPALITY whenever a stray animal is redeemed by its owner. Notification will accompany the monthly billing statement.
16. This Agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this Agreement, and it supersedes and replaces any and all prior contemporaneous agreements and understandings, oral or written, in connection therewith, between the parties hereto. This Agreement may be modified only upon written consent of the parties hereto.

5.5.1 RCHS shall have the sole and exclusive right under this Agreement to provide those admitting services that it deems in its professional judgment are in the best interest of the animal and the shelter environment in which the animal is maintained.

5.5.2 Custodial care shall include for each animal cared for under the terms of this Agreement, the provision of: (i) adequate food and water to maintain the animal's health; (ii) daily health check and appropriate vaccines, medications, and testing; and (iii) adequate shelter as required by Wis. Stat, §951.44.

5.5.3 Necessary and appropriate veterinary care and treatment, beyond that provided every animal upon admission and the daily custodial care shall be provided as determined necessary and appropriate at the sole discretion of RCHS.

5.5.4 Redemption services shall include all reasonable attempts to identify, locate, make contact with, and provide written notice to an animal's owner in order to arrange for either the surrender of the animal or the return of the animal to its owner. Said efforts will be made within the statutory 7-day holding period. Notwithstanding the foregoing, the parties acknowledge that the owners of some stray animals are never known or even identified such that RCHS' ability to find the owner is a legal impossibility.

5.5.5 The decision to euthanize an animal shall be within the sole and absolute discretion of RCHS. RCHS agrees to abide by the applicable statutory holding periods before euthanizing any animal unless it is medically or behaviorally unsafe to do so.

6.0 TERMINATION OF AGREEMENT

6.1 Termination; No Cause. Either party may terminate this Agreement, for any reason, at any time upon 90 days' written notice.

6.2 Immediate Termination for Cause. The following constitutes grounds for immediate termination by the non-breaching party:

6.2.1 RCHS' violation of any State, Federal or local law, or failure by RCHS to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.

6.2.2 RCHS' failure to carry applicable licenses or certifications as required by law.

6.2.3 RCHS' failure to comply with its invoicing and/or reporting requirements.

6.2.4 The MUNICIPALITY's failure to pay RCHS the monthly payment within 30 days of receipt of said invoice.

6.2.5 Abandonment of animal on RCHS property by MUNICIPALITY officials or MUNICIPALITY citizens under the direction of MUNICIPALITY.

6.3 30-Day Termination for Cause. In the event either party engages in a material breach of this Agreement other than as described in section 6.2, above, the non-breaching party shall thereupon have the right to terminate this Agreement by giving the breaching party thirty (30) days written notice of the termination.

7.0 INSURANCE AND INDEMNIFICATION

7.1 Indemnification of MUNICIPALITY. RCHS shall indemnify, hold harmless and defend MUNICIPALITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which MUNICIPALITY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of RCHS furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions

of MUNICIPALITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of RCHS under this paragraph shall survive the termination of this Agreement.

7.2 Insurance. In order to protect itself and MUNICIPALITY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, RCHS shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. RCHS shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. In the event any action, suit or other proceeding is brought against MUNICIPALITY upon any matter herein indemnified against, MUNICIPALITY shall give reasonable notice thereof to RCHS and shall cooperate with RCHS' attorneys in the defense of the action, suit or other proceeding.

8.0 ASSIGNMENT/TRANSFER

RCHS shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of MUNICIPALITY unless otherwise provided herein, provided that claims for money due or to become due RCHS from MUNICIPALITY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to RCHS shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. RCHS shall promptly provide notice of any such assignment or transfer to MUNICIPALITY.

9.0 NO WAIVER BY PAYMENT OR ACCEPTANCE

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by MUNICIPALITY of any breach of the covenants of this Agreement or a waiver of any default of RCHS and the making of any such payment or acceptance of any such service or product by MUNICIPALITY while any such default or breach shall exist shall in no way impair or prejudice the right of MUNICIPALITY with respect to recovery of damages or other remedy as a result of such breach or default.

10.0 INVOICING

RCHS agrees to create such invoices as are required for proper billing detail. With respect to such invoices, it is understood that time is of the essence and that the failure of RCHS to comply with the time limits set forth may result in the withholding of payments by MUNICIPALITY otherwise due RCHS under the terms of this Agreement.

11.0 AFFIRMATIVE ACTION

RCHS agrees to adopt an affirmative action plan to increase in its partners, associates, and employees members of under-represented groups in all of its departments, job classifications, and salary categories. In the event that RCHS subcontracts any portion of this Agreement, RCHS will include, in its subcontracts, a requirement that its subcontractors adopt an affirmative action plan. RCHS will also include a requirement that its subcontractors include a similar requirement in their contracts with their subcontractors. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of that ordinance.

12.0 NONDISCRIMINATION

RCHS will not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. In the event any portion of this Agreement is subcontracted by RCHS, said subcontract shall include a provision prohibiting the subcontractor from discriminating against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of said ordinance.

The witness signed below, warrants that s/he has the legal authority to execute this Agreement on behalf of the MUNICIPALITY and/or RCHS and to receive the consideration specified in it, and that neither s/he nor RCHS have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

CITY OF БЕЛОIT

ROCK COUNTY HUMANE SOCIETY

By: _____
Larry N. Arft, City Manager

By: _____
(signature)

ATTEST:

(print name)

By: _____
Rebecca S. Houseman, City Clerk

Its _____
(print title)

APPROVED AS TO FORM:

Date: _____

By: _____
Thomas R. Casper, City Attorney

I hereby certify that there are sufficient funds available to pay the liability incurred by the City of Beloit pursuant to this Agreement.

By: _____
Paul York, City Comptroller
111209 1539

**RESOLUTION
AUTHORIZING FINAL PAYMENT OF
PUBLIC WORKS CONTRACT C11-13,
SHORT STREET RECONSTRUCTION**

WHEREAS, work under this contract has been completed satisfactorily and in conformance with the requirements of the contract, and

WHEREAS, the city engineer, comptroller, and attorney recommend final payment to the contractor, therefore

NOW, THEREFORE, BE IT RESOLVED, that E & N Hughes Co., Inc. be paid \$5,262.31 as the final payment for Contract C11-13, Short Street Reconstruction, as recommended by the City Engineer.

Dated at Beloit, Wisconsin this 19th day of December 2011.

City Council of the City of Beloit

Kevin D. Leavy, President

ATTEST:

Rebecca S Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Award Final Pay for C11-13, Short Street Reconstruction

Date: December 19, 2011

Presenter(s) Michael Flesch, City Engineer

Department(s): Public Works/Engineering

Overview/Background Information:

E & N Hughes Co., Inc. has completed construction of project C11-13 Short Street, and has submitted all of the required paperwork and bonds. Final payment now needs to be issued.

Key Issues (maximum of 5):

1. E & N Hughes Co., Inc. was the low bidder for this project, and they have completed construction to the satisfaction of Engineering.
2. The contractor is due \$5,262.31 for the completion of the project.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.):

Sustainability (Briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment utilizing the four following eco-municipality guidelines.):

- Reduce dependence upon fossil fuels
N/A
- Reduce dependence on chemicals and other manufacturing substances that accumulate in nature
N/A
- Reduce dependence on activities that harm life sustaining eco-systems
N/A
- Meet the hierarchy of present and future human needs fairly and efficiently
N/A

If any of the four criteria are not applicable to your specific policy or program, an N/A should be entered in that space.

Action required/Recommendation:

The Engineering Division recommends approval of the final payment to E & N Hughes Co., Inc. for \$5,262.31

Fiscal Note/Budget Impact:

Funds are available in the 2011 CIP budget.

CITY OF BELOIT
DEPARTMENTAL CORRESPONDENCE

TO: Michael Flesch, City Engineer

FROM: Bill Frisbee, Storm Water Engineer

DATE: November 29, 2011

SUBJECT: Final Payment Contract C11-13
Short Street Reconstruction

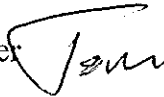
The work on this project was completed on October 7, 2011. I have inspected the work and find it to be satisfactory and in compliance with the requirements of the contract. The contractor has asked for final payment. The project was inspected by city staff. The final payment quantities have been approved by the contractor.

The original contract amount was for \$154,764.25, and the final contract amount is \$159,479.42. The increase in cost was primarily due to quantity changes. Payments to date under this contract total \$154,217.11. All lien waivers from subcontractors are on file.

Therefore, I recommend a final payment in the amount of \$5,262.31 be made to E & N Hughes Co. Inc.

CITY OF BELOIT
DEPARTMENTAL CORRESPONDENCE

TO: Bill Frisbee

FROM: Thomas R. Casper 

DATE: December 6, 2011

SUBJECT: **Final Payment Public Works Contract C11-13**
Short Street Reconstruction
E & N Hughes Co., Inc.

I have reviewed the materials you sent over for final payment approval on the above contract. Everything appears in order and you may process the matter in your normal fashion.

/tdh
encs.

**RESOLUTION APPROVING OFFICE OF JUSTICE ASSISTANCE
LAW ENFORCEMENT OFFICER GRANT AWARD – BEAT PATROL**

WHEREAS, the City of Beloit has annually received Law Enforcement Beat Patrol Grants from the Office of Justice Assistance going back to approximately 1994; and

WHEREAS, attached is a grant offered by the State of Wisconsin Office of Justice Assistance for the year 2012 in the amount of \$161,912.00; and

WHEREAS, said amount has been included in the approved 2012 budget document.

NOW, THEREFORE, the City Council of the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Office of Justice Assistance Law Enforcement Officer Grant Award – Beat Patrol be accepted and the same is hereby approved.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and he is hereby, authorized to execute the grant document and do all other things necessary to implement the City's acceptance of said grant.

Adopted this 19th day of December, 2011.

City Council of the City of Beloit

Kevin D. Leavy, President

Attest:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Law Enforcement Officer Grant Award (Beat Patrol 2012-BP-01-7413-3)

Date: December 13, 2011

Presenter: Chief Norm Jacobs

Department: Police Department

Overview/Background Information: The 2012 Beat Patrol Grant is the third year of funding for the 2010-2012 cycle for this grant. The department has received grant funding for beat patrol since 1994. This award represents a 10% reduction from the past two years, due to State cutbacks in funding. The 2012 award total is \$161,912.00. This includes a local match of \$40,478.00 and state funds of \$121,434.00. This award represents two sworn positions in the department. This grant eligibility will be evaluated in 2012 for eligibility for 2013-2015 grant funding. Factors to be considered for future funding are crime rate and number of sworn positions in the department. Funds cannot be used to supplant local resources.

Key Issues (maximum of 5):

This agreement provides for the acceptance of the third year award of the 2010-2012 Beat Patrol Grant.

This agreement insures that up to two sworn positions will be funded in 2012.

This action will allow the department to receive State funds in the amount of \$121,434.00.

This action is critical to allow uninterrupted funding source for currently funded sworn officers. If this grant funding was not accepted, we would see a net increase of \$121,434.00 in the General Obligation Debt in order to fund these positions.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.

- Proactively partner with individuals and businesses to promote a safe and healthy community, minimize personal injury, prevent loss of life and protect property and natural resources
- Approval is consistent with acceptance of Beat Patrol Funds since 1994.

Sustainability (Briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment utilizing the four following eco-municipality guidelines.

- Reduce dependence upon fossil fuels N/A
- Reduce dependence on chemicals and other manufacturing substances that accumulate in nature N/A
- Reduce dependence on activities that harm life sustaining eco-systems N/A
- Meet the hierarchy of present and future human needs fairly and efficiently N/A

If any of the four criteria are not applicable to your specific policy or program, an N/A should be entered in that space.

Action required/Recommendation:

Staff recommends adoption of this Resolution.

Fiscal Note/Budget Impact:

Approval will help maintain 2012 projected patrol staff level.

Attachments:

Resolution



State of Wisconsin

SCOTT WALKER
Governor

1 S. Pinckney Street
Suite 615
Madison, WI 53703-3220

Phone: (608) 266-3323
Fax: (608) 266-6676
<http://oja.wi.us>

LAW ENFORCEMENT OFFICER GRANT AWARD
Beat Patrol
2012-BP-01-7413-3

The Office of Justice Assistance (OJA), hereby awards to the **City of Beloit**, (hereinafter referred to as the **Grantee**), the amount of **\$161,912** for programs or projects pursuant to Wisconsin Statute S. 16.964.

This grant may be used until **December 31, 2012** for the programs consistent with the budget and general conditions in Attachment A, subject to any limitations or conditions set forth in Attachments B and/or C, if included.

The Grantee shall administer the programs or projects for which this grant is awarded in accordance with the applicable rules, regulations, and conditions of the Office of Justice Assistance. The submitted application is hereby incorporated as reference into this award.

This grant shall become effective, and funds may be obligated (unless otherwise specified in Attachments A and/or B) when the Grantee signs and returns one copy of this grant award to the Office of Justice Assistance.

SCOTT WALKER
Governor
State of Wisconsin

BY: _____

DARCEY VARESE
Acting Deputy Director
Office of Justice Assistance

12/1/2011
Date

The (Grantee), **City of Beloit**, hereby signifies its acceptance of the above-described grant on the terms and conditions set forth above or incorporated by reference therein.

GRANTEE: **City of Beloit**

BY: _____

NAME: **Larry Arft**

TITLE: **City Manager**

Date

**OFFICE OF JUSTICE ASSISTANCE
ATTACHMENT A**

Grantee: City of Beloit
Project Title: Beat Patrol
Grant Period: From January 1, 2012 To December 31, 2012
Grant Number: 2012-BP-01-7413-3 Program Area: 01

APPROVED BUDGET

		<u>State GPR & Local Match</u>
Personnel		\$108,885
Employee Benefits		\$53,027
Travel (Including Training)		
Equipment		
Supplies & Operating Expenses		
Consultants		
Other		
STATE GPR TOTAL	<u>\$121,434</u>	
LOCAL CASH MATCH	<u>\$40,478</u>	
TOTAL APPROVED BUDGET	<u>\$161,912</u>	<u>\$161,912</u>

Special Notes:

1. Grant monies that a city receives under this grant may be used for salary and fringe benefits only. Overtime is unallowable.
2. The positions funded must be created on or after April 20, 1994 and result in a net increase in the number of uniformed law enforcement officers assigned to beat patrol duties.
3. This grant may not supplant existing local resources.
4. For each year that a city receives a grant, the city shall provide matching funds of at least 25% of the amount of the grant.
5. The grantee will provide OJA with the date of hire, the name of each person hired, and the date of termination.
6. **Based on the final financial report due on January 31, 2013, the grantee shall reimburse OJA any funds paid to the grantee in excess of the actual allowable salary and fringe benefit costs for calendar year 2012.**
7. If officer funded changes from what is approved in your application, you should notify OJA.

**LAW ENFORCEMENT OFFICER PROGRAM
ACKNOWLEDGEMENT NOTICE**

Grantee: City of Beloit Date December 1, 2011
Project Title: Beat Patrol Grant No. 2012-BP-01-7413-3

The following reporting requirements apply to your grant award. The Financial Report (G2) form can be found on the OJA website: <http://www.oja.wi.gov>

PROGRESS REPORTS (QPR) must be submitted on a scheduled basis into the OJA Egrants system. Narrative reports on the status of your project are due to OJA on:

<u>4/12/2012</u>	<u>7/12/2012</u>	<u>10/12/2012</u>	<u>1/31/2013 Final</u>
------------------	------------------	-------------------	------------------------

NOTE: Reports due 4/12 include January, February and March program activity.
Reports due 7/12 include April, May and June program activity.
Reports due 10/12 include July, August and September program activity.
Reports due 1/12 include October, November and December program activity.

FINANCIAL REPORTS serve two functions: to report fiscal status and to request funds. Reports may be submitted monthly but, at a minimum, are due to OJA on:

<u>4/12/2012</u>	<u>7/12/2012</u>	<u>10/12/2012</u>	<u>1/31/2013 Final</u>
------------------	------------------	-------------------	------------------------

G-2 forms may be found on our website at <http://www.oja.wi.gov/> under Document Search – Criminal Justice - Forms.

NOTE: Reports due 4/12 include January, February and March program activity.
Reports due 7/12 include April, May and June program activity.
Reports due 10/12 include July, August and September program activity.
Reports due 1/12 include October, November and December program activity.

OTHER: _____

ACKNOWLEDGEMENT

The materials referenced above were received and reviewed by the appropriate members of this organization. I also acknowledge receipt of the Grant Award and any attached Special Conditions, as well as receipt of the General Conditions which were previously provided in the Instructions for Filing and Application. I understand that this grant is awarded subject to our compliance with all Conditions, Regulations, and Obligations described in the above materials.

_____, Project Director
Date William Tyler

December 20, 2011

**APPOINTMENT REVIEW COMMITTEE
REPORT TO CITY COUNCIL
APPOINTMENT RECOMMENDATION**

The undersigned Kevin D. Leavy, duly elected President of the Beloit City Council, subject to confirmation by the Beloit City Council, does hereby appoint the following citizen members to the vacancies and terms indicated below, said appointments being pursuant to nominations made and approved by the Appointment Review Committee at the regular meeting held December 19, 2011:

Kevin D. Leavy, President
Beloit City Council

Appointments

Board of Review

Incumbent **Howard Naish** to a term ending December 31, 2016

Community Development Authority

Incumbent **Tom Johnson** to a term ending December 31, 2015

Equal Opportunities and Human Relations Commission

Alexis D. Siatos, 614 Broad St., #114 (replacing Yadira Guadarrama) to a term ending June 30, 2013

Municipal Golf Committee

Incumbent **Ida Lenz** to a term ending December 31, 2014

Municipal Library Committee

Theron Seitz, 717 Harrison Avenue (replacing Jorge A. Hernandez) to a term ending June 30, 2013

PLEASE ANNOUNCE THE FOLLOWING VACANCIES

Appointment Review Committee (1 vacancy for resident)
Board of Ethics (1 vacancy for former City Councilor)
Board of Review (1 vacancy [as Alternate] for resident)
Community Development Authority (1 vacancy for resident)
Disabled Parking Enforcement Assistance Council (3 vacancies for residents with disabled plates)
Equal Opportunities and Human Relations Commission (1 vacancy for residents)
Municipal Golf Committee (1 vacancy for youth representative)
Park, Recreation & Conservation Advisory Commission (1 vacancy for youth, 1 vacancy for resident)
Plan Commission (1 vacancy for resident)
Traffic Review Committee (1 vacancy for resident)

**RESOLUTION AFFIRMING LOCAL SUPPORT FOR HOUSING TAX
CREDIT APPLICATION BY CELADON HOLDINGS FOR REHABILITATION OF
COUNTRYSIDE VILLAGE APARTMENTS**

WHEREAS, Countryside Village Apartments is an existing multi-family residential development located at 2101 Freeman Parkway in the City of Beloit; and

WHEREAS, Celadon Holdings has submitted an accepted Offer to Purchase the property located at 2101 Freeman Parkway and has developed a plan to rehabilitate the site, the interior of the units, the exterior of the buildings, and to construct a clubhouse and detached garages; and

WHEREAS, Celadon Holdings intends to apply for Section 42 Housing Tax Credits to fund these improvements; and

WHEREAS, the City Council deems the availability of safe, attractive, and affordable housing to be in the public interest; and

WHEREAS, Celadon Holdings' letter to the City Manager dated December 13, 2011 and the scope of work summary, preliminary site plan, and preliminary elevations accompanying said letter describe and illustrate the rehabilitation of the Countryside Village Apartments into a safe, attractive, and affordable housing development; and

WHEREAS, the application requires the City affirm its support of the proposed plan.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby affirm its support of the application by Celadon Holdings to the Wisconsin Housing and Economic Development Authority for Section 42 Housing Tax Credits to rehabilitate and enhance the Countryside Village Apartments located at 2101 Freeman Parkway as described and illustrated in Celadon Holdings' letter to the City Manager dated December 13, 2011 and the scope of work summary, preliminary site plan, and preliminary elevations accompanying said letter, and does hereby authorize the Council President and/or City Manager to execute any and all forms and letters expressing local support.

Adopted this 19th day of December, 2011.

BELOIT CITY COUNCIL

Kevin D. Leavy, Council President

ATTEST:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Consideration of a Resolution Affirming Local Support for an Application by Celadon Holdings for Section 42 Tax Credits to Rehabilitate and Enhance the Countryside Village Apartments

Date: December 19, 2011

Presenter: Larry Arft

Department: City Manager

Overview/Background Information:

Celadon Holdings has submitted an accepted Offer to Purchase the property located at 2101 Freeman Parkway (Countryside Village Apartments) and has developed a plan to rehabilitate the site, the interior of the units, the exterior of the buildings, and to construct a clubhouse and detached garages by utilizing Section 42 Housing Tax credits from the Wisconsin Housing and Economic Development Authority (WHEDA). The application to WHEDA requires that the local government affirm its support for the project.

Key Issues (maximum of 5):

- Celadon Holdings submitted a letter to the City Manager dated December 13, 2011 and a scope of work summary, preliminary site plan, and preliminary elevations that describe and illustrate the rehabilitation of the Countryside Village Apartments into a safe, attractive, and affordable housing development.
 - The Housing Services Division has issued the former owner of the subject property a plethora of citations for various property maintenance violations.
 - According to Celadon Holdings, the proposed improvements total more than \$10 Million.
 - If the tax credits are awarded, the City Council must review and approve a PUD – Master Land Use Plan and a Zoning Map Amendment to PUD, Planned Unit Development District, before the improvements described and illustrated in the attachments move forward. Following City Council approval of the PUD, Planning staff will review and approve detailed site and architectural plans.
-

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.):

- Consideration of this request supports Strategic Goal #4.
-

Sustainability (Briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment utilizing the four following eco-municipality guidelines.):

- **Reduce dependence upon fossil fuels** – The rehabilitation and enhancement of an existing multi-family residential development that is located near goods, services, employment opportunities, and bus routes will reduce dependence upon fossil fuels.
 - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
 - **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
 - **Meet the hierarchy of present and future human needs fairly and efficiently** – The proposed rehabilitation is expected to improve the quality and livability of this multi-family residential development, which will have a positive impact on current and future residents and the entire neighborhood.
-

Action required/Recommendation:

- City Council consideration and action on the proposed Resolution
-

Fiscal Note/Budget Impact: No city funds are required for this project.

Attachments: Resolution, Celadon Holdings' Letter Dated December 13, 2011, and Supporting Documents

December 13, 2011

Mr. Larry N. Arft
City Manager, City of Beloit
100 State Street
Beloit, Wisconsin 53511

Dear Mr. Arft:

Attached herein is Celadon's redevelopment proposal for the proposed Prairie Family Apartments complex located at 2101 Freeman Parkway in Beloit, Wisconsin.

We plan to spend in excess of \$10 million in hard costs in repositioning the property. We intend to utilize local subcontractors and material suppliers. It is our goal to completely change the look of the buildings so anyone driving by with memories of the old project will be left with the impression that Prairie Family Apartments is a completely new development. New perimeter landscaping and the construction of new garages will provide perimeter screening for our neighbors. We understand the history of the existing facility and want to provide the project with new life and direction.

The interior renovation will be a gut rehab with new MEP systems; interior finishes, plumbing fixtures, cabinetry and lighting. We will build a clubhouse to enhance our onsite management's presence and provide a number of amenities for our residents, including an Internet café, clubroom, and exercise facilities.

Attached to this letter is a scope of work summary, which provides more detail about our renovation plan. We of course will retain a local architectural firm to provide detailed construction plans and specifications that will be submitted to the building department for permit review.

We look forward to presenting our renovation concept to the City Council on the 19th. We know that WHEDA is aware of this project, which scores very well, and would like to see the property come out of foreclosure and be redeveloped. Furthermore, we have already identified an investor who will provide the equity necessary to implement the robust scope of work described herein.

It will be very important for WHEDA to know that the City of Beloit supports this project. If we are approved on the 19th, it would be great if we could receive a letter of support from the mayor or similar elected official. I can certainly provide samples of previous support letters that we have received as a starting point if that would be helpful.

Feel free to contact me directly ahead of the 19th should you have any questions at 312-343-3285. Thank you.

Sincerely,



Scott T. Henry
Principal, Celadon Holdings, LLC

CELADON HOLDINGS

Prairie Family Residences
2101 Freeman Parkway

Redevelopment Proposal



Presented by:
Celadon Holdings, LLC and Brinshore Development, LLC

Date of Proposal: December 13, 2011

Prairie Family Residences Scope of Work Summary

2101 Freeman Parkway Beloit, WI

SITE

GREEN COMPONENT: Remove existing asphalt paving and sub-base. Install new gravel sub-base, 1-1/2" binder, new permeable pavers, and new pavement striping. Provide new site and building Energy Star rated lighting.

New property monument signage.

GREEN COMPONENT: Install rain barrels at building perimeters.

Trim and prune mature landscaping. Fertilize and repair existing grass. Install new landscaping around new monument signage and clubhouse.

Construct new 2,500 square foot clubhouse. Interior to include management offices, clubroom, computer center, fitness center, kitchen, and public restrooms. The facility will offer free wifi internet access. A tot lot will be constructed proximate to the clubhouse area.

60 new garages will be constructed with hardiplank siding and gabled asphalt roofs. Four new dumpster pads with split face block

BUILDINGS - EXTERIOR

Remove existing roofing system and install new framing to achieve new roofline. Install new ice and water shield over the decking. Provide and install new 30 year Energy Star rated asphalt shingles meeting required .15 reflectance standards over the new felt paper. Install new metal drip edge flashing at all roof eaves and rakes. Install new vinyl soffit at overhang.

GREEN COMPONENT: Provide labor and materials to insulate the roof framing areas of the structure. New insulation shall be GreenFiber Natural (or approved equal) blown-in fiberglass with a minimum coverage of 24" and will provide an R-52 rating at completion.

GREEN COMPONENT: Provide labor and materials to insulate the exterior wall with Certain Teed or approved equal R-24 batt insulation between new wall framing at exterior masonry wall. New insulation to be installed uncompressed.

GREEN COMPONENT: Remove existing siding and waterproofing down to the sheathing. Provide labor and material to install tyvek over 3/8" fanfold polystyrene thermal insulation or approved equal. Incorporate, flash, and tape tyvek into penetrations per manufacturer's recommendations. Install new hard-plank siding.

GREEN COMPONENT: Remove all existing windows. Provide and install new double glazed, vinyl replacement Energy Star and low E windows in styles to match existing. Installation to include screens, insulated glazing, locks, weather stripping, and weep holes. Bathroom windows to be obscured glazing.

Repair and tuckpoint existing masonry. Mason to use Type-S mortar, color to be gray. All joints to be wire brushed and raked clean of deleterious material.

All storm sump pumps will be replaced.

GREEN COMPONENT: Provide new building signage and Energy Star rated exterior lighting.

BUILDINGS – COMMON INTERIORS

Provide and install common area storefront doors and glazing with key fob entry. Provide new pre-hung insulated raised panel steel door at apartment main entries. Door installation to include adjustable threshold, weather stripping, hotel locks and hardware w/key fob, new interior and exterior molding. Contractor to repair all cracks in drywall or plaster around new door with texturing to match existing.

GREEN COMPONENT: Furnish and install new low VOC floor underlayment in landings of each central staircase. Install slip resistant finish on stairs and landings of each central staircase. Install new handrails.

GREEN COMPONENT: Paint common area walls with low VOC paint and install new Energy Star light fixtures.

BUILDINGS – UNITS

Replace all kitchen cabinets and countertops. Provide and install new kitchen lower and upper cabinets. Installation to include toe kick. Provide and install fully formed no-drip laminated countertop with molded back splash over new base cabinets.

GREEN COMPONENT: Provide and install new Energy Star refrigerator, dish washer, and stove.

GREEN COMPONENT: Clean and prepare the interior painted surfaces (walls, ceilings, closets, doors, trim, windows, etc.) for application of new paint. New paint to be top grade low VOC paint (DeVoe, Benjamin Moore, Pittsburg, or other approved equal). Provide labor and materials to apply paint to surfaces. Trim, kitchen and bathrooms to receive semi-gloss enamel.

GREEN COMPONENT: Furnish and install new low VOC floor underlayment in hallway, kitchen, dining room, living room and entry. Install bamboo flooring using Bostik (or approved equal) urethane adhesive.

GREEN COMPONENT: Furnish and install new low VOC floor underlayment in bath. Install ceramic tile on floor and walls.

GREEN COMPONENT: Furnish and install new low VOC floor underlayment in bedrooms. Install continuous jute filament, 100% Sorona fiber, 32 oz carpet with low VOC pad.

GREEN COMPONENTS: Install new medicine cabinet, new wall hung cabinets for storage, new Energy Star light fixtures and bath accessories. Refinish or repair existing bathtubs and ceramic tile. Install new high efficiency toilets.

GREEN COMPONENT: Install new Energy Star ceiling fans and light fixtures.

GREEN COMPONENT: Remove existing heating system from the property. Furnish and install Rheem (or equivalent) Energy Star rated 92% AFUE gas fired furnace with direct vent and programmable thermostat. Install 3 1/2 ton AC system, 15 SEER condensers and matching evaporator coil. Install new ductwork as required. Install new supply and return grilles.

GREEN COMPONENT: Furnish and install Rheem Fury High Energy Efficiency (or equivalent) 40 gallon, glass lined, gas fired water heater meeting Energy Star's energy factor of .62. Contractor to provide gas piping/connection, proper direct venting, controls, temperature relief valve, and drain pan.



Prairie Family Residences

Presented by Celadon Holdings, LLC and Brinshore Development, LLC

December 19, 2011

The Celadon Holdings Team



- 18 years of combined experience in the LIHTC industry
- Real estate development experience in a variety of roles, including:
 - Design, development and construction risk management
 - Market analysis
 - Financial analysis and modeling
- Significant underwriting experience with senior apartment properties in Chicago and throughout the US

Scott Henry, Principal

- 10 yrs experience with JPMorgan; led group responsible for evaluating development risk for 800+ real estate properties
- Licensed architect
- LEED trained and Renewable Energy Management certificate holder
- CCIM (Certified Commercial Investment Member)
- Certified Credit Compliance Professional (C3P) program

Thad Garver, Principal

- 14 yrs professional experience with financial analysis, including 4 yrs in real estate acquisitions for JPMorgan and 3 yrs of Wall Street real estate investment banking experience
- Responsible for financial due diligence on over \$200 million of investor equity for real estate investments
- CFA (Chartered Financial Analyst) professional designation

Brinshore Development

- Established 1993
- Based in Northbrook, IL
- 4,300 units in 40 residential communities valued at over \$1 Billion
- Specializing in mixed income rental and for sale housing
- Experience in Master Planned Communities
- Track record of working with communities in Wisconsin
- LEED Accredited Professionals on staff



BRINSHORE DEVELOPMENT L.L.C.

Brinshore Development

Leading Midwest Housing Developer

- Milwaukee, WI
- Rockford, IL
- Indianapolis, IN
- Bloomington, IL
- Canton, IL
- Champaign-Urbana, IL
- Chicago, IL
- Galesburg, IL
- Highland Park, IL
- Joliet, IL
- Mattoon, IL
- Melrose Park, IL
- Rock Island, IL
- Ft. Madison, IA



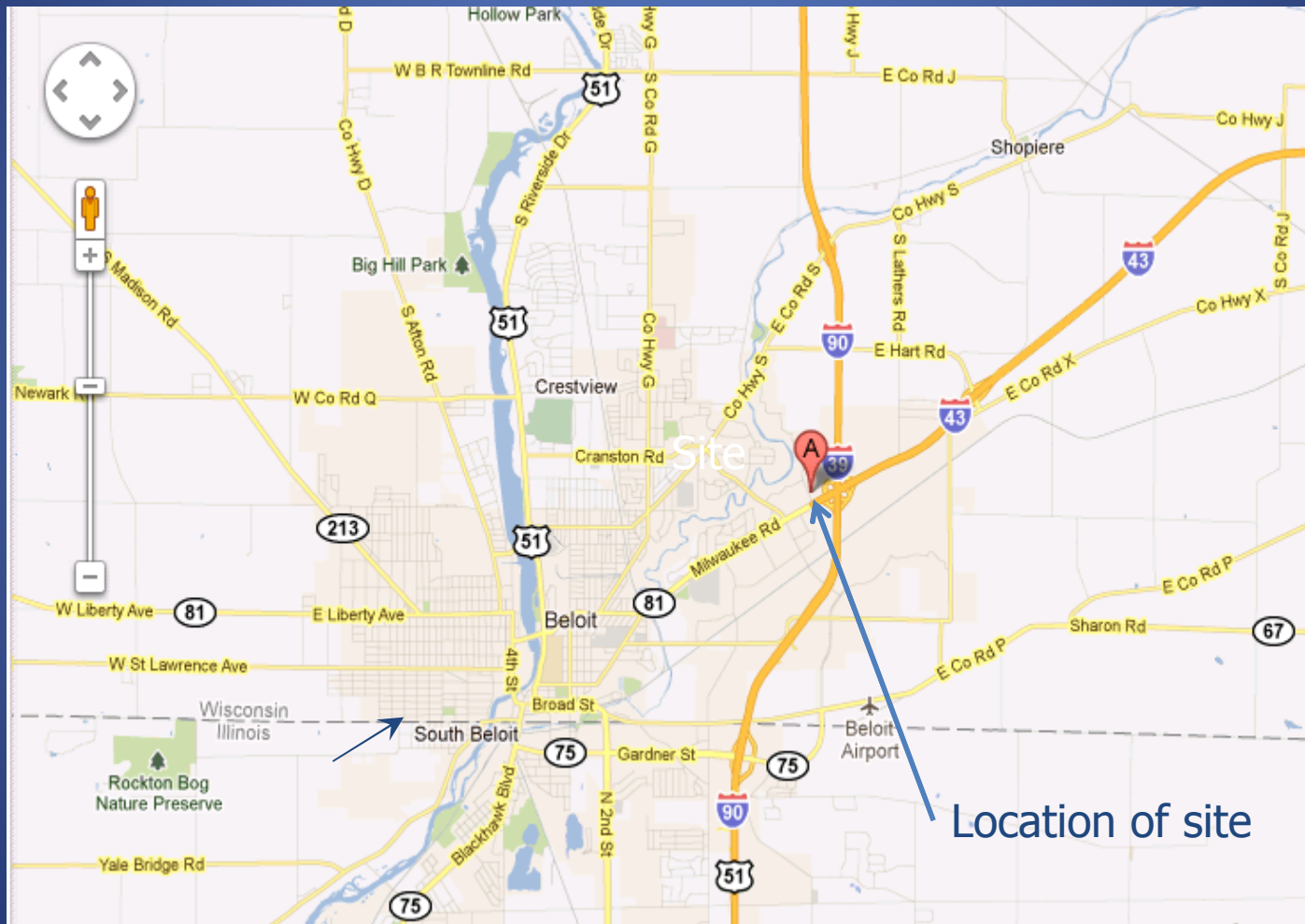
BRINSHORE DEVELOPMENT L.L.C.

Prairie Family Residences

Project Summary

- Total gut renovation.
 - Demolition and removal of all interior finishes, cabinetry, doors, plumbing fixtures, and deteriorated interior framing.
 - New roofs, windows, exterior hardiplank.
 - New plumbing, electric, and HVAC systems
 - New cabinetry, doors, fixtures, and finishes.
 - See attached appendix for scope detail
- New amenity package
 - New clubhouse
 - Onsite management, business center, internet café with free wifi, exercise room, and community center.
- Attractive location, proximate to retail, other services and interstate 41
- Multifamily:
 - 112 total units; 48-2BRs and 64-3BRs

Property map



View of existing building exteriors



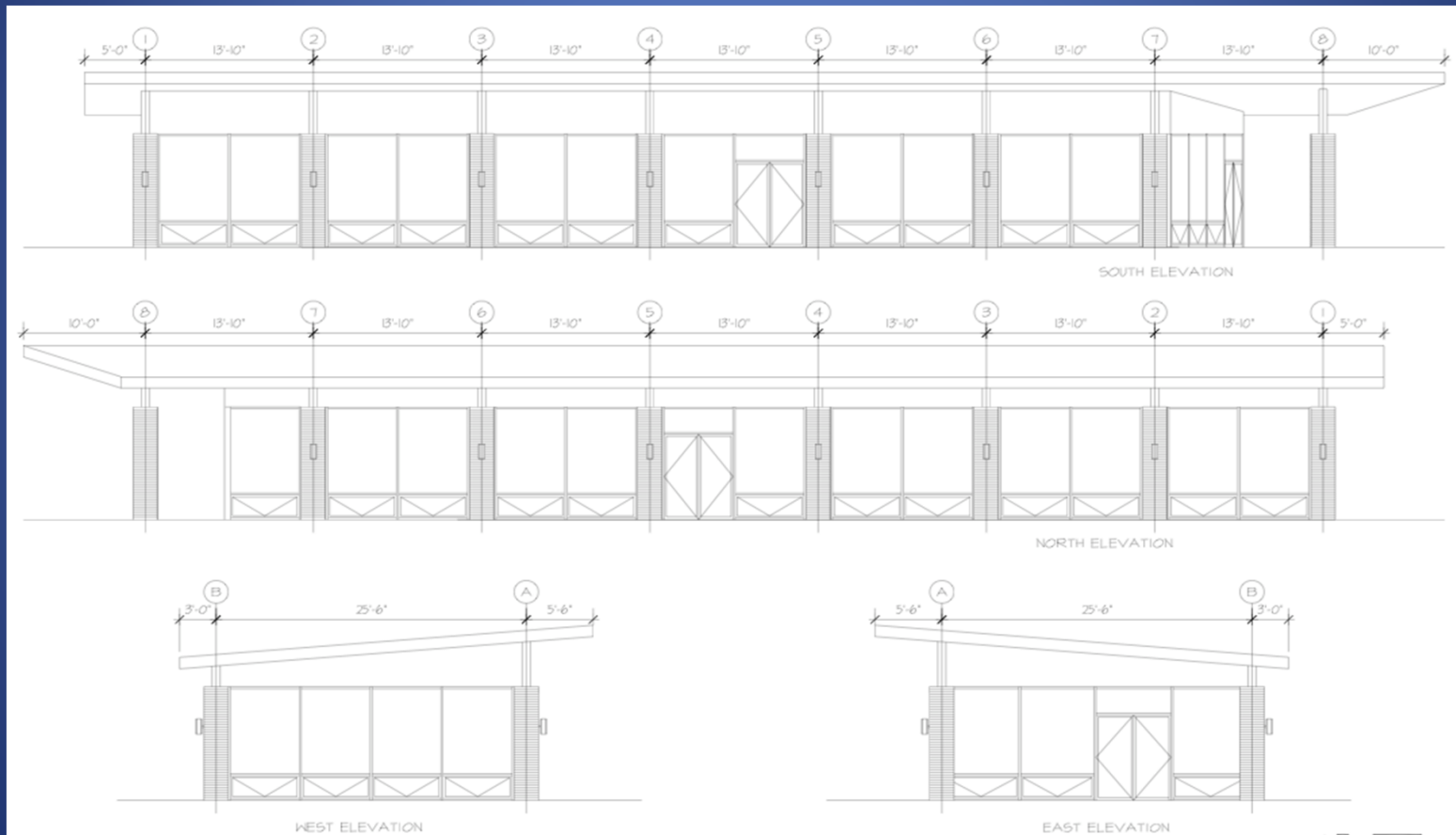
Proposed elevation



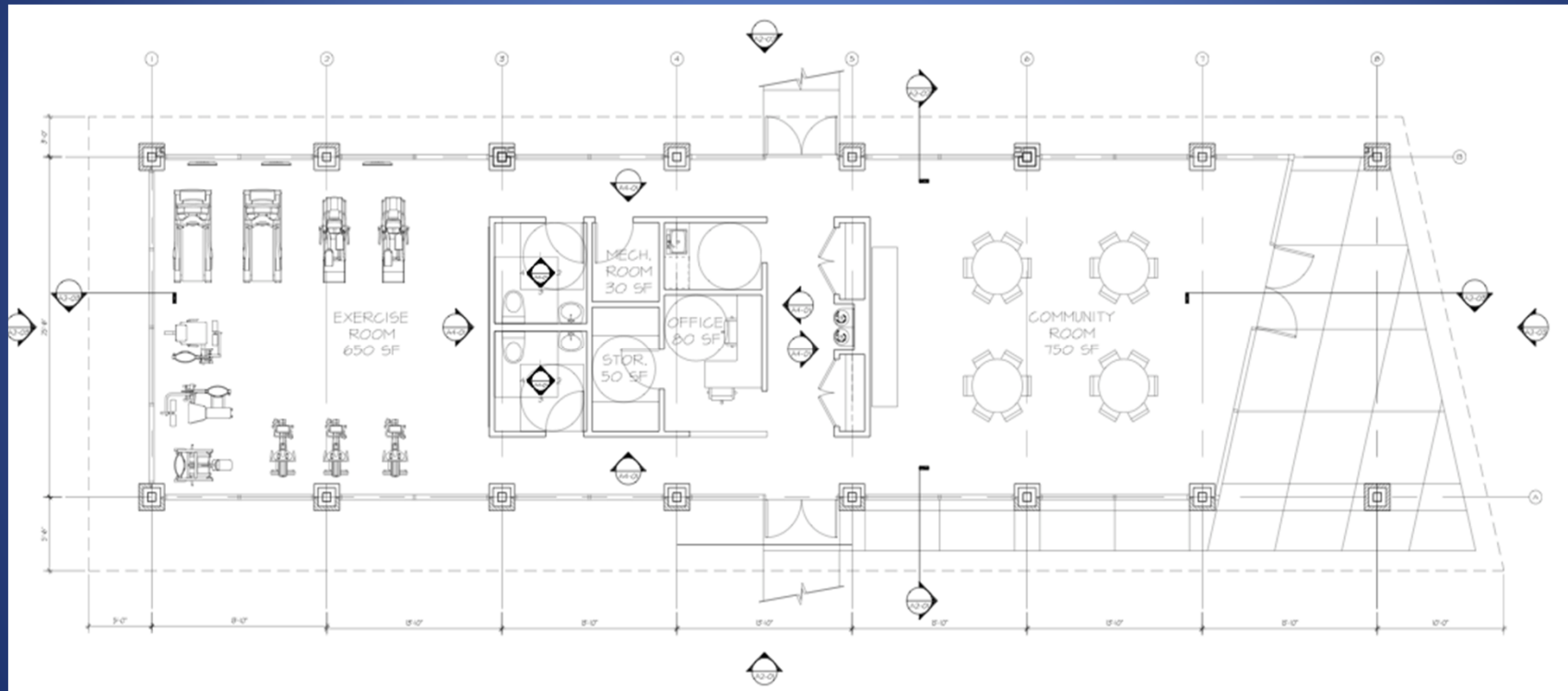
Proposed site plan



Proposed clubhouse elevations



Proposed Clubhouse floor plan



Pro Forma NOI

Pro Forma Rents and Unit Mix

BRs / BAs	Units	AMI	Pro forma rent	% unit mix
2	44	60%	\$600	39.3%
3	60	60%	700	53.6%
2	4	Market	695	3.6%
3	4	Market	750	3.6%
Total (annualized)		112	\$854,160	
Average rent			\$635.54	

Pro Forma NOI Summary

	PUPM	Annual
Income:		
Revenues	\$635.54	\$854,160
Ancillary Income	\$10.00	13,440
Vacancy		(43,380)
Effective Gross Income (EGI)		\$824,220
Operating expenses:		
	Per unit/yr	Annual
Operating expenses - fixed and variable	4,442	497,540
Expenses before Mgt Fee and RR	\$4,442	\$497,540
Property Mgmt	442	49,453
Reserves	350	39,200
Total expenses (incl. RRs)	\$5,234	\$586,193
NOI (after RR)		\$238,027
Debt Service:		
Permanent Mortgage		198,356
HOME Loan		0
Seller Note		0
DCR (perm mortgage only)		1.20x
DCR (All debt service)		1.20x

Sources & Uses

Sources of Funds		
Source	\$	%
Federal Tax Credit Equity	\$12,509,903	79%
Permanent Mortgage	2,423,074	15%
HOME Loan	0	0%
AHP Grant	448,000	3%
Solar Energy Green grant	0	0%
Deferred Developer Fee	477,400	3%
TIF	0	0%
Other (NOI during lease up)	0	0%
Total Sources of Funds	\$15,858,378	100%

Uses of Funds		
Use	\$	per unit
Acquisition	\$1,700,000	\$15,179
Construction Costs	10,614,800	94,775
Indirect construction and soft costs	516,867	4,615
Financing Costs	423,626	3,782
Reserves and Interest	1,075,895	9,606
Syndication Costs (Upper Tier)	0	0
Developer Fees/Overhead	1,527,191	13,636
Other	0	0
Total Uses of Funds	\$15,858,378	\$141,593

**RESOLUTION APPROVING
COOPERATIVE AGREEMENT WITH CITY OF JANESVILLE
FOR COMMERCIAL PLUMBING INSPECTION SERVICES**

WHEREAS, the City of Janesville and the City of Beloit desire to provide its citizens and developers the proper building inspection services to protect the health, safety and welfare of the community; and

WHEREAS, the City of Janesville and the City of Beloit desire to enter into a cooperative agreement to allow the City of Beloit to provide commercial plumbing inspection services to the City of Janesville; and

WHEREAS, the City of Janesville and the City of Beloit can facilitate this through an intergovernmental agreement pursuant to Section 66.0301, Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, hereby approves the attached Cooperative Agreement between the City of Janesville and the City of Beloit.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and he is hereby, authorized to execute the Cooperative Agreement on behalf of the City of Beloit and to do all other things necessary to implement and carry forward the agreement contained therein.

Adopted this 19th day of December, 2011.

City Council of the City of Beloit

Kevin D. Leavy, President

Attest:

Rebecca S. Houseman, City Clerk

CITY OF БЕЛОIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Approval of Cooperative Agreement with the City of Janesville Regarding Commercial Plumbing Inspection Services

Date: December 19, 2011

Presenter(s): Larry N. Arft

Department(s): City Manager

Overview/Background Information:

The City Councils of Beloit and Janesville have expressed interest in finding ways to share resources and provide assistance to each other that would provide cost savings to both municipalities during these tough financial times. The Commercial Plumbing Inspector for the City of Janesville is retiring at the end of 2011 and the City of Janesville is in need of a qualified person who can provide commercial plumbing inspection services to the City of Janesville. The City of Janesville would like to contract with the City of Beloit to allow Beloit's Commercial Plumbing Inspector to conduct commercial plumbing inspections on a limited basis in the City of Janesville. The agreement will cover the cost of the inspector's time and mileage.

Key Issues (maximum of 5):

1. The City Councils of Beloit and Janesville have given a directive to find ways the cities can share resources.
2. The Commercial Plumbing Inspector for the City of Janesville is retiring at the end of 2011, and Janesville is in need of a qualified inspector.
3. The Cities of Beloit and Janesville would like to enter into a Cooperative Agreement that would allow the City of Beloit to provide Commercial Plumbing Inspection Services to the City of Janesville.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.):

This agreement meets the following goals from the City of Beloit's Strategic Plan:

1. Focus on the sustainable stewardship of City resources.
2. Communicate and partner with other jurisdictions and organizations to coordinate effective and efficient service delivery.

Sustainability (Briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment utilizing the four following eco-municipality guidelines.):

- Reduce dependence upon fossil fuels - N/A
- Reduce dependence on chemicals and other manufacturing substances that accumulate in nature - N/A
- Reduce dependence on activities that harm life sustaining eco-systems - N/A
- Meet the hierarchy of present and future human needs fairly and efficiently - Provides for safe commercial structures for current and future generations.

If any of the four criteria are not applicable to your specific policy or program, an N/A should be entered in that space.

Action required/Recommendation:

Approval of a resolution to enter into an agreement with the City of Janesville to provide Commercial Plumbing Inspections within the City of Janesville.

Fiscal Note/Budget Impact:

This agreement will generate additional revenue for the 2012 Housing Services budget.

**COOPERATIVE AGREEMENT
BETWEEN
CITY OF JANESVILLE AND THE CITY OF BELOIT

REGARDING COMMERCIAL PLUMBING
INSPECTION SERVICES**

THIS AGREEMENT entered into this, ____ day of December, 2011, by and between the CITY OF JANESVILLE and the CITY OF BELOIT, hereinafter referred to as "Cities," pursuant to Section 66.0301, Wis. Stats.

WITNESSETH

WHEREAS, the Cities desire to provide its citizens and developers the proper building inspection services to protect the health, safety and welfare of the community; and

WHEREAS, the Cities desire to enter into a cooperative agreement to allow the CITY OF BELOIT to provide Commercial Plumbing Inspection Services to the CITY OF JANESVILLE; and

WHEREAS, the Cities can facilitate this through an intergovernmental agreement pursuant to Section 66.0301 Wis, Stats.

PURPOSE

The purpose of this Agreement is to define the rights and obligations of the CITY OF BELOIT AND THE CITY OF JANESVILLE with respect to the CITY OF BELOIT providing Commercial Plumbing Inspection Services to the CITY OF JANESVILLE.

TERM

This Agreement shall take effect upon execution by all parties hereto, and shall remain in effect for a period of three (3) months, starting upon the day upon which the governing bodies of the Cities have executed or authorized the execution of this agreement. Without notice the agreement shall extend an additional period of three (3) months if written notice is not provided by one of the cities to the other city to terminate the agreement. The agreement may automatically renew a total of three (3) times to cap the maximum length of the agreement to be one (1) year. After said one (1) year period, a new agreement must be entered into to further provide inspection services.

TERMINATION

Termination of this agreement shall be provided in writing by one City to the other City if one of the parties desires to terminate the agreement for any reason before a renewal. Termination notice shall be provided a minimum of thirty (30) days before renewal of the agreement shall take place. No termination notice is required at the end of the agreement (one year), as provided under "Terms" above.

PROVISIONS

The CITY OF BELOIT will provide contract inspection services to the CITY OF JANESVILLE for Commercial Plumbing Inspection. Said inspection services shall include:

- Inspection of Commercial Plumbing Systems;
- Inspection of New and Replacement Water and Sewer Laterals;
- Commercial Plumbing Plan Review for more than six (6) additional fixtures in accordance with City of Janesville Ordinance;
- Coordination of Building Construction Issues as they relate to plumbing construction;
- Issuance of orders to correct and inspection reports.

The CITY OF BELOIT agrees to provide one inspector and necessary equipment for the inspection of the plumbing work associated with various Commercial Plumbing permits issued by the CITY OF JANESVILLE. Said inspection services are contracted and thus the inspector will be an employee of the CITY OF BELOIT and not an employee of the CITY OF JANESVILLE. The CITY OF JANESVILLE will not provide benefits, including health insurance, vacation, pension, workers compensation or any other benefit for the inspector.

FEES

Chargeable hours are for inspection services on the various job sites will be billed at \$50.00 per hour inclusive of normal work hours and is exclusive of lunch and other breaks, but shall include any necessary office time relating to such Janesville inspection services. Additional charges at the then current IRS mileage rate in accordance with CITY OF BELOIT policy shall be charged in addition to the chargeable hours for services. Mileage reimbursement will include travel from Beloit to Janesville in addition to mileage while performing inspections in Janesville. Should the inspector be called upon for further follow-up services after this agreement is otherwise terminated the fee provisions herein shall remain applicable. Such follow-up service would include, but is not limited to, consultation or testimony relating to inspection services provided during the term hereof.

INDEMNIFICATION

The CITY OF JANESVILLE hereby agrees to indemnify, save harmless and defend the CITY OF BELOIT and its inspector from any and all claims, actions, damages, liability, and expenses in connection with any personal injury, damage to property, or other claims made against the City of Janesville or its inspector related to the providing of inspection services to be provided herein.

The laws of the State of Wisconsin shall govern all questions and interpretations concerning the validity of construction of this Agreement and the legal relations and performance and obligations between the Cities.

CITY OF JANESVILLE

By: _____

Date: _____

Eric Levitt, City Manager

CITY OF BELOIT

By: _____

Date: _____

Larry Arft, City Manager

**RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO A STATE/MUNICIPAL AGREEMENT
WITH THE WISCONSIN DEPARTMENT OF TRANSPORTATION
FOR THE DESIGN OF FOURTH STREET BRIDGE OVER LENIGAN CREEK**

WHEREAS, it is mutually agreed that both the Wisconsin Department of Transportation and the City of Beloit will benefit from proposed street improvements made in the Beloit area; and

WHEREAS, it is mutually agreed that this State/Municipal Agreement forms the basis for the design, real estate acquisition, utility relocation and reconstruction of Fourth Street Bridge over Lenigan Creek; and

WHEREAS, the City of Beloit agrees to have the Wisconsin Department of Transportation be the lead agency for the design and construction of these improvements; and

WHEREAS, the total estimated cost for design is estimated to be \$150,000 of which \$120,000 is State funded and \$30,000 is funded through the City of Beloit.

THEREFORE, BE IT RESOLVED THAT the City Council of the City of Beloit, Rock County, Wisconsin does hereby authorize the City Manager to enter into a State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of the Fourth Street Bridge over Lenigan Creek.

Dated at Beloit, Wisconsin this 19th day of December, 2011.

Kevin D. Leavy, City Council President

ATTEST:

Rebecca S. Houseman, City Clerk

CITY OF БЕЛОIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Authorize the City Manager to enter into a State/Municipal Agreement for the design of the Fourth Street Bridge over Lenigan Creek.

Date: December 19, 2011

Presenter(s): Michael Flesch, City Engineer

Department(s): Public Works/Engineering

Overview/Background Information:

The design and future construction of the Fourth Street Bridge over Lenigan Creek provides for the replacement of the existing box culvert. This agreement is needed to provide access to the Department of Transportation funding for design. This agreement will be amended once construction funding is determined.

Key Issues (maximum of 5):

1. The Wisconsin Department of Transportation is the lead agency for the design and construction of the Lenigan Creek Bridge.
 2. The existing multi barrel box culvert is in poor condition and is eligible for replacement in the Local Bridge Program sponsored by the Wisconsin Department of Transportation.
 3. The agreement total estimated cost for design is \$150,000. The Wisconsin Department of Transportation is providing \$120,000 funding for the design of this project, with the remaining \$30,000 being funded locally.
-

Conformance to Strategic Plan:

1. **Develop a high quality community through the responsible stewardship and enhancement of City resources to further Beloit's resurgence as a gem of the Rock River Valley.**

This project will enhance the quality of life in Beloit by improving the appearance and quality of ride on the Fourth Street Bridge over Lenigan Creek.

Sustainability:

- **Reduce dependence upon fossil fuels**
N/A
 - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
N/A
 - **Reduce dependence on activities that harm life sustaining eco-systems**
N/A
 - **Meet the hierarchy of present and future human needs fairly and efficiently**
N/A
-

Action required/Recommendation:

The Engineering Division recommends approval of the resolution.

Fiscal Note/Budget Impact:

Funding for this project will be in the 2012 Capital Improvement Budget.



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET LOCAL BRIDGE
PROJECT**

Program Name: Local Bridge
Sub-program #: 205

Date: August 8, 2011
I.D.: 5989-01-08
Road Name: Fourth Street
Bridge ID: P-53-0708
Location: Lenigan Creek
Limits: North Street – Maple Avenue
County: Rock
Project Length: 165 feet
Facility Owner: City of Beloit
Project Sponsor: City of Beloit

The signatory, City of Beloit, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: Existing bridge P-53-0708 is a 4-span box culvert structure crossing the Lenigan Creek with a clear width of 38.0' and length of 64.0'. There are sidewalk and pedestrian/bicycle accommodations. The structure was constructed in 1940. It has a sufficiency rating of 44.8 and is structurally deficient. Requesting replacement of the structure due to structural deficiency.

Proposed Improvement - Nature of work: A bridge replacement on the existing alignment is proposed. The new structure will be a 4-span box culvert structure having a clear width of 52.0' and length of 64.0'. There will be sidewalk and bicycle/pedestrian accommodations. The proposed length of approach work is 100', with a total project length of approximately 165'.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements:
N/A

The Municipality agrees to the following 2011-2014 Local Bridge program project funding conditions:

Project design and construction costs are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20% according to the Local Bridge Program guidelines. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2013. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2011-2014 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2012, or by June 30, 2017. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal and State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 5989-01-08					
Design	\$130,000	\$104,000	80%	\$26,000	20%
State Review	\$20,000	\$16,000	80%	\$4,000	20%
Total Est. Cost Distribution	\$150,000	\$120,000	N/A	\$30,000	N/A

Note: The construction project has not been approved. If and when funds are approved for the construction phase, a revised agreement will be drafted to include the construction.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Beloit: (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of the State:

Name	Title	Date
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GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All DBE requirements that the State specifies.
 - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
 - h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.
 - i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
 - j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2011-2014 Local Bridge program. Federal /State financing will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

- b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
5. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2011-2014 Local Bridge program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards.
 - h. Real estate for the improvement.
8. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.

9. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
10. Work to be performed by the Municipality without Federal/State funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
11. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
12. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
13. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
14. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2011-2014 Local Bridge program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2012, or by June 30, 2017.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
15. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
16. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

17. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

- 18. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 19. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 20. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

21. **Binding Effects:** All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
22. **Choice of Law and Forum:** This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

23. The Municipality agrees to the following 2011-2014 Local Bridge Program project funding conditions:
 - a. ID 5989-01-08: Design is funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20%. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal/state funding and 20% by the Municipality

[End of Document]

**RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM
THE GENERAL FUND CONTINGENCY RESERVE ACCOUNT**

WHEREAS, the City of Beloit adopted the 2011 Operating Budget on November 1, 2010, which appropriated funds for the operating costs of the City Manager, Fire, and Code Enforcement Departments; and

WHEREAS, during fiscal year 2011 unanticipated expenditures that were not budgeted have occurred in the operations of these departments due to participation in the All-America City Award Program, legal expenses, overtime, and property maintenance costs; and

WHEREAS, the Budget for fiscal year 2011 provides funding for such unanticipated expenditures through a \$225,000 general fund contingency reserve account; and

WHEREAS, the balance in the contingency reserve account can provide funding needed for these unanticipated expenditures and a budget adjustment is recommended to transfer these contingency funds to the budgets of the City Manager, Fire, and Code Enforcement Departments.

NOW, THEREFORE, BE IT RESOLVED that the 2011 Annual Operating Budget for the City Manager, Fire, and Code Enforcement Departments be amended to provide funding for unanticipated expenses due to participation in the All-America City Award Program, legal expenses, overtime, and property maintenance costs.

BE IT FURTHER RESOLVED that a transfer of funds from the General Fund Contingency Reserve Account is authorized as follows:

FUNDING SOURCE:

Contingency Reserve Account

01611901-5244	<u>(\$188,800)</u>
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EXPENDITURES:

		<u>Original</u>	<u>Amended</u>	<u>Difference</u>
<u>City Manager</u>				
01510000-522302	All-America City Award	\$0	\$14,400	\$14,400
<u>Fire Department</u>				
01666100-5240	Professional Services	\$0	\$22,400	\$22,400
01666300-5150	Overtime	\$261,000	\$341,000	\$80,000
<u>Code Enforcement</u>				
01675357-5240	Professional Services	\$25,000	\$97,000	\$72,000
Total				<u>\$188,800</u>

Dated at Beloit, Wisconsin, this 19th day of December 2011.

Kevin D. Leavy, Council President

ATTEST:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Transfer of funds from the General Fund Contingency Reserve

Date: December 19, 2011

Presenter(s): Paul York, Finance, and Administrative Services Director

Department(s): Finance and Administrative Services

Overview/Background Information:

Each year the city includes in its general fund budget a contingency reserve to provide funding for emergencies and unanticipated expenses. The 2011 budget includes \$225,000 for such purposes. During 2011, unanticipated expenditures that were not budgeted have occurred in the operations of the City Manager, Fire, and Code Enforcement Departments. In the Manager's budget the \$14,400 cost for travel and related expenses of the All-America City Award Program was not budgeted and requires a transfer from the contingency account. In the Fire Department unanticipated legal expenses were incurred for several personnel related issues relating to an arbitration case and a worker's compensation claim requiring outside legal assistance. A transfer in the amount of \$22,400 from the contingency fund is needed to cover this expense. Also in the Fire Department a transfer to the overtime account of \$80,000 is needed to cover the cost of additional overtime due to staff vacancies resulting from extended leave for injuries and family medical leave. The Code Enforcement Department incurred additional costs associated with property maintenance totaling \$72,000. Some of these additional costs were off-set by assessments made against the various properties.

Key Issues (maximum of 5):

1. As part of the approved 2011 General Fund Budget, a contingency reserve account was established to fund emergencies and unanticipated expenses.
2. The City Manager, Fire and Code Enforcement departments have incurred unanticipated expenditures during the year for costs of participation in the All-America City Award Program, legal expenses, overtime, and property maintenance totaling \$188,800.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.):

N/A

Sustainability (Briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment utilizing the four following eco-municipality guidelines.):

- Reduce dependence upon fossil fuels N/A
- Reduce dependence on chemicals and other manufacturing substances that accumulate in nature N/A
- Reduce dependence on activities that harm life sustaining eco-systems N/A
- Meet the hierarchy of present and future human needs fairly and efficiently N/A

If any of the four criteria are not applicable to your specific policy or program, an N/A should be entered in that space.

Action required/Recommendation: Staff recommends the transfer of \$188,800 from the general fund contingency reserve which includes a transfer to the City Manager department of \$14,400, Fire Department of \$102,400 and Code Enforcement of \$72,000 used to help fund the costs of the All-America City Award Program, legal expenses, overtime, and property maintenance.

Fiscal Note/Budget Impact: The General Fund contingency reserve account is included in the 2011 Budget for the purpose of funding unanticipated expenditures that may occur during the year.