



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

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS – none
4. PUBLIC HEARINGS
 - a. Resolution approving a Change in Use of the City's **Home Program Funds** (Christensen)
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 Regular Meeting of September 6, 2011 and the Special Meeting of September 13, 2011 (Houseman)
 - b. Resolution authorizing the City Manager to enter into a **Contract** with One Source Recycling, Inc. for Sale of Commingled Recyclables (Arft)
 - c. Application for **Conditional Use Permit** to allow Indoor Alcohol Sales in a C-2, Neighborhood Commercial District, for the property located at 1407 Liberty Avenue (Christensen) Refer to Plan Commission
 - d. Application for a **Certified Survey Map** for the property located at 1452 Townhall Road (Christensen) Refer to Plan Commission
 - e. Resolution approving a **Change of Agent** for Speedway #4087, d/b/a Speedway, located at 148 Liberty Avenue (Houseman)
ABLCC recommendation for approval 4-0
7. ORDINANCES – none
8. APPOINTMENTS
9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS
10. CITY MANAGER'S PRESENTATION – none
11. REPORTS FROM BOARDS AND CITY OFFICERS
 - a. Resolution authorizing the City Manager to acquire **Tax Delinquent properties** from the Rock County Treasurer (Christensen)

- b. Resolution amending the **2011 Capital Improvement Budget** to Reflect the Inclusion of the Payment of Earnest Money for the Purchase of the NorthStar Radioisotopes, LLC Project Site (Janke)
- c. Resolution authorizing the **City's Acquisition** of 13.14 acres of land owned by MLG/BRC Beloit LLC for NorthStar Project (Casper)
- d. Resolution authorizing the **City's Acquisition** of 19.9 acres of land owned by Turtle Creek Development LLC for NorthStar Project (Casper)
- e. Resolution authorizing the Issuance and Sale of Approximately \$8,645,000 **General Obligation Refunding Bonds, Series 2011** (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: September 14, 2011
Rebecca S. Houseman
City of Beloit City Clerk
<http://www.ci.beloit.wi.us>

<p>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.</p>

**RESOLUTION
APPROVING A CHANGE IN USE OF THE
CITY'S HOME PROGRAM FUNDS**

WHEREAS, the City of Beloit has approximately \$215,000 in HOME Investment Partnership (HOME) Program funds, and

WHEREAS, the HOME regulations allow for owner-occupied rehabilitation loans, rental rehabilitation loans and acquisition/rehabilitation/resale of properties to low and moderate income homebuyers, and

WHEREAS, the City of Beloit has a need for greater flexibility with HOME dollars covering owner-occupied rehabilitation loans, rental rehabilitation loans and acquisition/rehabilitation/resale projects because of the changing real estate market.

NOW, THEREFORE, BE IT RESOLVED, that the Community Development Authority recommends that the City Council allocate the remaining HOME Program funding to acquisition/rehabilitation/resale activities, owner-occupied rehabilitation loans and rental rehabilitation loans.

NOW THEREFORE BE IT FURTHER RESOLVED, that the first priority for these funds is to provide owner-occupied rehab loans and rental rehab loans to property owners.

Adopted this 19th day of September, 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 allowing HOME funds to be used for homeowner rehab project, rental rehab projects, and purchase-rehab projects

Date: September 19, 2011

Presenter(s): Julie Christensen

Department: Community Development Authority

Overview/Background Information:

In July 2001, the City of Beloit, Rock County and City of Janesville formed the Rock County HOME Consortium. This allows us to receive HOME funds directly from the Department of Housing and Urban Development (HUD) similar to CDBG. In prior years, the City has allocated its HOME dollars only to homeowner rehabilitation projects.

Key Issues (maximum of 5):

1. HOME Investment Partnership Program guidelines allow HOME funds to be used for homeowner rehabilitation projects, rental rehabilitation projects, and acquisition-rehab projects. Historically, the City has allocated its HOME dollars to homeowner projects only.
 2. City staff would like to have the flexibility to complete acquisition-rehab projects if there additional funds available that are not being used for homeowner rehab and rental rehab projects.
 3. The City has approximately \$95,500 in 2009 HOME dollars which must be committed by September 30, 2011. Additionally, there is approximately \$108,000 in 2010 HOME dollars which must be committed to projects by March 31, 2012, and approximately \$106,000 in HOME dollars which must be committed to projects by 2013.
 4. The City owns a house at 326 St. Lawrence Avenue that was purchased as part of the Neighborhood Development Initiative, which we have never had the funds to rehab. We would be intending to complete this rehab with these HOME dollars in 2011-2012.
-

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** – Not applicable
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – Not Applicable
- **Reduce dependence on activities that harm life sustaining eco-systems** – Not Applicable
- **Meet the hierarchy of present and future human needs fairly and efficiently** – This change would help us meet the demands of our program by providing all housing rehab options.

Action required/Recommendation:

CDA recommends approval of the proposed resolution.

Fiscal Note/Budget Impact:

Not Applicable

Attachments:

Resolution



PROCEEDINGS OF THE BELOIT CITY COUNCIL

100 State Street, Beloit WI 53511

Tuesday, September 06, 2011

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

1. The meeting was called to order at 7:03 p.m.

2. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS

- a. Vice President Van De Bogart presented a Proclamation recognizing the National Moment of Remembrance for the **10th Anniversary of September 11, 2001**. File 7148

3. PUBLIC HEARINGS

- a. Proposed Ordinance to amend Sections 12.03(2)(g), 12.04(1)(g) and 12.09(3)(a) and to create Section 12.04(1)(cg) of the Code of General Ordinances of the City of Beloit pertaining to the **Subdivision Ordinance** was given first reading. It was noted that Plan Commission recommended approval 5-0. Community Development Director Julie Christensen explained that the changes to the Subdivision Ordinance are being proposed to comply with the recent changes to Wisconsin State laws. President Leavy opened and closed the public hearing without participation. Councilor Van De Bogart moved to suspend rules to allow for a second reading of this Ordinance. Councilor De Forest seconded, and the motion carried 6-0. Councilor De Forest moved to enact the Ordinance as proposed, and Councilor Haynes seconded. The motion carried 6-0. File 7750 Ordinance 3449

4. CITIZENS' PARTICIPATION – none

5. CONSENT AGENDA

Councilor Luebke moved to adopt, and Councilor Haynes 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 and Special Meetings of August 15 and Special Meeting of August 22, 2011 were approved.
- b. Application for **Class "A" Beer License** for Saroj V. Patel d/b/a Liberty Quick N Save, 1407 Liberty Avenue was referred to ABLCC. File 8497
- c. Resolution approving **Intergovernmental Agreement** between the City of Beloit and Beloit Township to host a Joint Electronics Recycling Campaign was adopted. File 8271
- d. Resolution approving **Intergovernmental Agreement** between the City of Beloit and Turtle Township to host a Joint Electronics Recycling Campaign was adopted. File 8271
- e. Resolution authorizing Final Payment of Public Works Contract **C10-18, Milwaukee Road Sidewalk** was adopted. File 8490
- f. Resolution awarding Public Works Contract **C11-04 Sunshine Alley** was adopted. File 8480

6. ORDINANCES

- a. Proposed Ordinance to **Remove 2-hour Parking Time Limit** along Copeland Avenue, Harvey Street, Randall Street, and Keeler Avenue between Park Avenue and Wisconsin Avenue was given first reading. It was noted that Traffic Review Committee recommended approval 5-0. City Engineer Mike Flesch

explained that the Ordinance removes the 2-hour parking at those locations. He noted that surveys were sent out to property owners and residents of the rental units. Councilor De Forest said that she appreciated the responsiveness of Engineering in keeping the parking on Washburn and Farwell Streets. Councilor Luebke moved to suspend the rules to allow for a second reading of this Ordinance. Councilor Haynes seconded, and the motion carried 6-0. Councilor Haynes moved to enact the Ordinance as proposed, and Councilor Luebke seconded. The motion carried 6-0. File 7791 Ordinance 3450

- b. Proposed Ordinance to **Remove 10-hour Parking Time Limit** in the Downtown Area was given first reading. It was noted that Traffic Review Committee recommended approval 5-0. Mr. Flesch explained that removal of the 10-hour parking time limits would allow people to park for longer periods of time but that the overnight parking limitation would still apply. He noted that the Downtown Beloit Association and a majority of the Downtown Businesses were in favor of the change. Councilor Van De Bogart moved to suspend the rules to allow for a second reading of this Ordinance. Councilor Luebke seconded, and the motion carried 6-0. Councilor Spreitzer moved to enact the Ordinance as proposed, and Councilor Haynes seconded. The motion carried 6-0. File 7791 Ordinance 3451

7. APPOINTMENTS – none

8. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- a. Councilor Spreitzer said that he enjoyed attending the Latino Community Fair and Welcome to Our Town Event and was looking forward to the upcoming Send Your Legislators Down the River event.
- b. Councilor Van De Bogart encouraged people to continue to participate in all community activities.
- c. Councilor De Forest read a personal statement regarding the recent loss of her mother. She expressed gratitude to foster parents and all those who take care of others in our community.
- d. President Leavy welcomed Councilor De Forest back and offered his support and condolences for her loss.

9. CITY MANAGER'S PRESENTATION

- a. Judge William Henderson presented a report on Beloit Municipal Court's **Juvenile First Time Offender Program (JFTO)**. He said that this program started in 2009 with the goal of changing the behavior of youth who are first-time offenders. He indicated that there are classroom and work components to the program, which has a success rate of 92.4 percent. Judge Henderson introduced Fred Atlas who is the Truancy Coordinator for the Beloit School District and the JFTO program administrator. Mr. Atlas explained the two components of the program and said that he enjoys the opportunity to positively influence the lives of youth in this community. Councilor Spreitzer thanked the Judge and Mr. Atlas for presenting the program. Councilor Luebke commended Judge Henderson and Mr. Atlas for showing students the consequences of bad behavior, allowing the youth to make amends, and putting them on the path to maturity. Councilor De Forest expressed support for the program and the collaboration between the Beloit School District and City. President Leavy echoed support for the program. File 4906

10. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Resolution providing for the sale of approximately \$8,645,000 **General Obligation Refunding Bonds, Series 2011**. Finance and Administrative Services Director Paul York explained that he was contacted by the City's Financial Advisor, Ehlers and Associates, about the opportunity to refinance some of the City's outstanding general obligation debt to take advantage of recently declining interest rates. Mr. York said that refinancing the outstanding debt from the City's 2003 and 2005 General Obligation Bonds and 2005 General Obligation Notes could result in savings in excess of \$600,000. Michael Harrigan of Ehlers and Associates explained that the current market for interest rates could create significant savings for debt service if the bonds and notes were refinanced through a competitive open-market bid process. Councilor Luebke moved to adopt the resolution, and Councilor Van De Bogart seconded. The motion carried 6-0. File 8463
- b. Resolution authorizing the City Manager to enter into a revised State/Municipal Agreement with the Wisconsin Department of Transportation for the **Design and Construction of the Henry Avenue Bridge**. Mr. Flesch explained that this amended agreement and the amended agreement for the design and construction of Riverside Drive are related because the State Department of Transportation had to fix an accounting error. Councilor Haynes moved to adopt the resolution, and Councilor Spreitzer seconded. Councilor De Forest asked if the design enhancements to the bridge were being funded through the City and if so, if the Engineering department discussed removing some of the enhancements to save money.

She said that she was in favor of the bridge reconstruction but, given the economic climate, she felt that the Council should reconsider some of the enhancements to the bridge. City Manager Larry Arft explained that the State made City whole by taking credits from the Riverside Drive project and applying them to the Henry Avenue Bridge project. He noted that there were no additional costs to the City. Councilor Van De Bogart explained that it had been many years since the bridge was built and/or resurfaced and that this bridge would last another 55 years. Councilor Luebke said that he supported keeping the enhancements in the project. The motion carried 5-1 with Councilor De Forest voting in opposition. File 8485

- c. Resolution Authorizing the City Manager to enter into a Revised State/Municipal Agreement with the Wisconsin Department of Transportation for the **Design and Construction of Riverside Drive**. Mr. Flesch explained that this was the other half of the situation outlined above. He said that this agreement must be amended to recognize that the DOT applied the City's credits from the Riverside Drive project to the Henry Avenue Bridge project so that the City's cost for both projects remained the same as budgeted. Councilor Luebke moved to adopt the resolution, and Councilor De Forest seconded. The motion carried 6-0. File 8485

11. At 8:06 p.m. Councilor Spreitzer moved to adjourn the meeting, second by Councilor De Forest. The motion carried 6-0.

Rebecca S. Houseman, City Clerk

www.ci.beloit.wi.us

Date approved by Council:



PROCEEDINGS OF THE BELOIT CITY COUNCIL

Special Meeting

September 13, 2011

5:30 p.m.

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. President Kevin D. Leavy 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 Luebke moved to adjourn into closed session pursuant to Wis. Stats. 19.85(1)(c) for purposes of considering employment of public employees and specifically Staffing Levels related to the **Preliminary Proposed 2012 General Fund Operating Budget** and pursuant to Wis. Stats. 19.85(1)(e) to deliberate the public business of Negotiating Strategies for Collective Bargaining with respect to labor contracts starting in 2012. Councilor Haynes seconded. The motion carried, and the Council adjourned into closed session at 5:31 p.m.
3. Councilor Spreitzer moved to adjourn the meeting, and Councilor Luebke seconded. The motion carried 5-1 with Councilor Haynes voting in opposition, and the meeting adjourned at 7:45 p.m.

Rebecca S. Houseman
City Clerk

www.ci.beloit.wi.us

Date Approved by Council:

RESOLUTION
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH
ONE SOURCE RECYCLING, INC.
FOR SALE OF COMMINGLED RECYCLABLES

WHEREAS, this CONTRACT is programed as part of the 2011 operating budget, and

WHEREAS, three responsive proposals were received in response to the advertisement for bids, and

WHEREAS, the proposal is for a 3 year, 3 month agreement in order to have stable revenue for commingled material, and

WHEREAS, the city will be generating approximately 1,000 tons of aluminum, steel and bimetal cans, glass containers and plastics #1 through #7 and

WHEREAS, the prequalified contractor submitting the high bid was One Source Recycling, Inc., therefore

IT IS RESOLVED, that the COMMINGLED Contract be, and hereby is, awarded to One Source Recycling, Inc., 5043 Highway 51, Janesville, Wisconsin, 53546.

Revenue Bid

Year:	2011	2012	2013	2014
	\$3,500	\$42,000	\$42,000	\$42,000

AND IT IS FURTHER RESOLVED, that the amounts shown are estimates based on provided quantities and could change but would be used for budget purposes.

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

BELOIT CITY COUNCIL

Kevin D. Leavy, President

Attest:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Award for Public Works Contract –Storage, Hauling and/or Processing and Marketing of Commingled Recyclables

Date: September 19, 2011

Presenter(s): Larry Arft

Department(s): Public Works

Overview/Background Information:

The City collects approximately 1,000 tons of commingled recyclables annually from its curbside collection program and drop off center. A Request for Proposals was issued for the storage, hauling and/or processing and marketing of commingled recyclables and negotiated with the successful high bidder, One Source Recycling, Inc.

Key Issues:

1. Three proposals were received by the city including Waste Management, Rock Disposal, and One Source Recycling, Inc.
 2. Revenue for the life of the contract is estimated at \$129,500.
 3. One Source Recycling has eighteen years' experience in the recycling business and is currently processing 10,000 tons of recyclables per month.
-

Conformance to Strategic Plan:

1. Promotes a safe and healthy community.
 2. Protects our natural resources.
-

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**
Energy savings by reusing/recycling as opposed to manufacturing new products.
 - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
Materials will be recycled/re-used, not newly manufactured.
 - **Reduce dependence on activities that harm life sustaining eco-systems**
Recycling saves landfill space prevents air, water and soil pollution.
 - **Meet the hierarchy of present and future human needs fairly and efficiently**
Usable materials will be recycled into new materials saving landfill space.
-

Action required/Recommendation:

- Allow City Manager to enter into a contract with the successful high bidder, One Source Recycling, Inc.
-

Fiscal Note/Budget Impact: Approximately \$129,500 in revenue.

CITY OF BELOIT CONTRACT

The attached contents of the "Request for Proposals" put forth by the City of Beloit, and the accepted proposal submitted by the Contractor, together with this page signed by both parties as indicated shall constitute the Contract for the STORAGE, HAULING AND/OR PROCESSING AND MARKETING OF COMMINGLED RECYCLABLES.

CONTRACTOR

ONE SOURCE RECYCLING INC.
(Print Company Name)

By: [Signature]
(Primary's Signature)

Name: GREG KAMINSKI
(Print Primary's Name)

Title: CONTROLLER
(Print Primary's Title)

If the Contractor is a Corporation, including and LLC, the following certificate shall be executed:

I, George DeMarco (Print Secondary's Name), certify that:

1. I am the President (Print Title of Secondary) of the Corporation named as Contractor.
2. GREG KAMINSKI (Print Primary's Name), who signed the contract on behalf of the Corporation, was then the CONTROLLER (Print Title) of said Corporation.
3. That the person who signed on behalf of the Corporation was authorized to do so by the corporate governing body or by the bylaws of the Corporation.

[Signature: George DeMarco Jr.]
(Secondary's Signature)

CITY OF BELOIT

By: _____
City Manager

By: _____
City Clerk

By: _____
City Attorney

**CITY OF BELOIT
REQUEST FOR PROPOSALS
FOR STORAGE, HAULING AND/OR PROCESSING
AND MARKETING OF COMMINGLED RECYCLABLES**

**Issued by
City of Beloit
Department of Public Works
Operations Division
August 8, 2011**

**RESPONSES DUE
NO LATER THAN 10:00 AM, CENTRAL STANDARD TIME
August 23, 2011**

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**PROPOSAL FOR CITY OF БЕЛОIT
STORAGE, HAULING AND/OR PROCESSING AND MARKETING
OF COMMINGLED RECYCLABLES**

1.0 GENERAL INFORMATION

1.2 Introduction. The City of Beloit (hereinafter referred to as the City), located in Rock County, has a recycling program which is in compliance with state law to divert materials from the solid waste stream. The curbside collection of recyclables is from approximately 13,000 households and 23 City facilities in Beloit with a population of approximately 36,966. The City performs the daily collection of solid waste and recyclables. This contract does not include the sale of recyclable paper because it has been separately contracted. In 2010, The City received 983.05 tons of commingled recyclables from its curbside program and drop-off center.

This Request for Proposals (RFP) is issued to solicit services for the storage, hauling, and/or processing and marketing of commingled recyclables collected in Beloit. Materials will be collected in a commingled fashion. The City of Beloit provides residents and City Facilities with a storage bin in which recyclables are placed at the curb. The containers will be emptied into collection vehicles and delivered to the Contractor. Proposers must have the ability to store, haul and/or process and market recyclables collected by the City on a daily basis.

1.3 Description. The City is seeking proposals to store, transport and/or process and market recyclables. The selected proposer is expected to:

- 1.3.1 serve approximately 13,000 households or 100% of the City and City facilities
- 1.3.2 cover the same materials as currently accepted:
 - A. aluminum cans, steel and bimetal cans, glass containers, and plastics #1 through #7
- 1.3.3 contract from October 1, 2011 – December 31, 2014
- 1.3.4 have the option to extend for one three-year period
- 1.3.5 be evaluated on the following measures (no order implied):
 - A. number of complaints, and timely resolution of complaints

- B. number of accidents in which the firm has been involved
- C. impact on other City services
- D. supervisor monitoring effort
- E. any other aspects of evaluation imposed by the City

1.4 Definitions. Words, phrases, or other expressions used in the RFP and in the Contract document shall have meanings as follows:

Agreement (or Contract or Contract documents) = all to be considered as synonymous and shall mean this agreement or Contract between the parties; namely the City of Beloit and the awarded Contractor.

Apparent High Proposer = the proposer whose proposal would result in the highest revenue to the City.

City = the City of Beloit, Wisconsin.

Commingled Recyclables = recyclables to be collected. These materials include aluminum cans, steel and bi-metal cans, plastic containers (#1 through #7), and glass containers. This list may be expanded or revised to comply with State of Wisconsin landfill disposal bans.

Contract = see Agreement.

Contract Period = shall be from October 1, 2011 through December 31, 2014 and any extension thereafter.

Contractor = the entity named and designated in the Contract, i.e. the selected proposer who has entered into a Contract substantially identical in form and content to the RFP.

Day(s) = a calendar day or days of 24 hours each (unless herein otherwise expressly defined).

Department = the City of Beloit Department of Public Works Operations Division.

DNR = the Department of Natural Resources of the State of Wisconsin and its specialized sections.

Drop Off Center = the site operated by the City of Beloit, located at 2351 Springbrook Court, Beloit, Wisconsin, where residents of the City can deposit recyclables.

Holidays = New Year's Day (January 1 or, if on a weekend, the day so designated by the City), Spring Holiday (the Friday before Easter Weekend), Memorial Day (last Monday in May), Independence Day (July 4 or if on a weekend, the day so designated by the City), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), the Friday following Thanksgiving Day, Christmas Eve (December 24 or, if on a weekend, the day so designated by the City), Christmas Day (December 25 or, if on a weekend, the day so designated by the City), New Year's Eve (December 31 or, if on a weekend, the day so designated by the City), or any holiday now or in the future, otherwise designated by the City. Collection takes place on the Spring Holiday.

MRF = Material Recovery Facility which receive commingled recyclables and separates and processes these recyclables for sale to end-user markets.

Notice To Proceed = the written notice from the department to the proposer indicating that conditions precedent to commencement of services have been satisfied.

Process Residue or Residue = the unusable material generated in processing of recyclables at the MRF or elsewhere and which requires disposal in a landfill.

Processing = preparation of source-separated recyclables for market.

Proposal = response to this Request for Proposals, including the Statement of Qualifications and other submittals.

Recyclables = materials in the waste stream which can be remanufactured into useful products; specifically, those materials described under Wisconsin Statutes 159.07 (3) and numbers 3 through 7 plastics.

Recycling = the series of activities involving the recovery of recyclables for solid waste and returning them to productive use through reprocessing or remanufacture.

Selected Proposer(s) = Proposer(s) who is/are selected by this procurement process to provide the requested services and facilities.

Specification or Request for Proposals = are considered to be synonymous and shall mean the specification, or request for proposals, as amended and revised.

State = the State of Wisconsin.

Statement of Qualifications = information submitted by proposer(s) according to the requirements of this RFP.

Subcontractor = a corporation, partnership, or individual having a direct Contract with the Contractor for performing any work or services in connection with the Contract.

Ton = a short ton of 2,000 pounds.

TPD (or TPM or TPY) = tons per day (or per month, or per year).

2.0 CONTRACT PERIOD. The Contract period for the services solicited in the RFP shall be from October 1, 2011, extending through December 31, 2014. An additional Contract extension, at the discretion of the City, may be granted for one three-year term.

3.0 PROPOSAL SUBMITTAL.

3.1 Schedule. The proposer may provide comment on any of the requirements of this RFP and offer any additions, deletions, or modifications to the proposed services described herein that they believe will enhance the utility and cost effectiveness of the service. All such comments and alternatives offered by the proposer(s) shall be clearly described and justified to the satisfaction of the City. The City will consider and accept or reject all such comments and alternatives on an item-by-item basis. Any additions, deletions or modifications to the RFP shall be incorporated only through written addenda mailed or delivered by the department to all parties who have received RFP documents. Oral and other interpretations, clarifications, or changes shall be without legal effect. To be considered, all such comments or alternatives must be in writing and shall be submitted to the address below by the deadline shown in the procurement schedule.

- Identification
- Experience
- Equipment
- Reference facilities
- Proprietary/Unique Systems
- Breaches/Lawsuits/Conflicts
- Contract/Joint Ventures
- Subsidiary Disclosure
- Financial Qualifications
- Other Qualifications

3.3.2 Proposal Form and Proposal Narrative. The proposer must use the Proposal Form that follows the “Statement of Qualifications”, and the Proposal Narrative format below, for submitting proposals. Both must comply with the terms and conditions set forth in this RFP. The Proposal Form must be signed, and if submitted by a corporation, must bear the corporate seal. The Proposal Narrative must include the following components:

- Project Organization and Operating Plan
- Equipment List
- Other Components

Project Organization and Operating Plan. The Project Organization Plan provided by the proposer(s) shall contain an overall initial plan for providing the service(s). Further aspects of the Project Organization Plan should include: the organization’s structure for all aspects of the service(s) to be provided, time line for specific tasks, identification and background of the key personnel assigned to specific tasks, and budget breakdown for the work.

The operating plan should include the methods used to provide the service(s), policies and procedures, equipment utilization, operating hours, staffing supervision, maintenance, and troubleshooting arrangements.

Equipment List. In the Proposal Narrative the proposer shall provide a list of all frontline and backup mobile equipment or arrangements to be used in providing the service(s), including

the quantity, description, condition and age of specific items related to service.

Other Components. The proposer may provide any other information in the Proposal Narrative which it believes is essential to perform the service(s) being sought in the RFP.

3.3.3 Irrevocable Letter of Credit. A proposal security in the amount of 10% of the first Contract year revenue for the service by the proposer(s) is to accompany the proposal in the form of an Irrevocable Letter of Credit.

3.3.4 Certificate of Insurance. The Certificate of Insurance shall be provided to the City only by the Apparent High Proposer(s) after notification by the City, for the types and amounts listed in Section 5.2.3 of the RFP. The City must be notified in writing at least 10 days prior to any cancellation of material change in the policies specified therein, and reserves the right to approve any such changes.

3.4 Right to Reject. The City reserves the right to reject any and all proposals for any reason deemed appropriate, or to accept all or part of a proposal determined to be in the best interests of the City. The City's decision shall be final.

3.5 Proposal Evaluation/Acceptance. The department will evaluate proposals submitted in response to the RFP between August 23, 2011 and August 26, 2011. If necessary, clarification of proposals may be requested from the proposer(s).

3.5.1 City Request for Information. Additional information may be requested between August 23, 2011 and August 26, 2011, to allow proposer(s) to clarify proposals to the satisfaction of the City before work is awarded.

3.5.2 Notification. Written Notice to Proceed will be issued to the proposer who will be awarded the work on or about September 7, 2011.

3.5.3 Agreement for Services. The award of work and the execution of formal Contract(s) is contemplated within 7 days of the RFP

opening. The Contract(s) shall be comprised of the contents of this RFP and revisions, the proposal of the successful proposer(s) and additional terms agreed to in writing by the department and the successful proposer. Failure of the successful proposer to accept these as part of the Contractual Arrangement may result in a cancellation of the Contract.

4.0 SCOPE OF SERVICES

4.1 Storage, Hauling and/or Processing and Marketing of Recyclables

4.1.1 Materials Receiving Requirements. The proposed storage area/facility must be located in the State of Wisconsin, within a twenty (20) mile radius of the City of Beloit. The facility must be able to receive materials on a five-day per week basis from the City recycling vehicles or semi with trailer. Hours of delivery are anticipated to be from 7:00 AM to 3:00 PM. There are 10 holidays through the year (New Year's Day, Spring Holiday (the Friday before Easter Weekend), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve Day). The Holiday's refuse and recyclables are collected the day after the actual holiday. All other collections for those weeks prior to the holiday remain the same. The days following the holiday during the week slip back one day and that week will include Saturday collections. Collection takes place on the Spring Holiday. The successful awarded Contractor is expected to adhere to this same schedule and to the schedule for the Christmas/New Year's holidays, as well as to other schedules directed by the City.

Incoming loads of recyclables and residue shall be weighed on an automatic scale provided by the successful awarded Contractor with the recorded weights used for documenting recycling weights and residue. The weighing control system must have an automated print-out system for reports and invoices. A weighing ticket shall be provided for each truck, each dump. The weighing control system must be calibrated on a minimum of a semi-annual basis and be maintained in good repair at all times.

The storage area facility shall be capable of receiving and storing all delivered recyclable materials in an enclosed area. Materials may be temporarily stored outside, as long as no litter or nuisance conditions will result and all municipal codes are met. The tipping area shall be large enough for the easy storage of at least one days' maximum delivery of all recyclable materials.

4.1.2 Hauling Requirements. The awarded Contractor shall obtain and maintain all necessary municipal and state permits, licenses and approvals prior to accepting recyclables from the city, including but not limited to, the DNR licensing for recyclables under NR 502.06, Wisconsin Administrative Code.

The awarded Contractors' vehicles shall be sealed and operated in such manner as to prevent spilling, dripping, or scattering of the commingled recyclables. Should any of these occur, the awarded Contractor shall be responsible for immediately cleaning up any such material.

4.1.3 Material Processing. The awarded Contractor shall provide and operate all receiving, processing, and storage equipment necessary for handling all recyclable materials delivered to the facility. All equipment must have a demonstrated ability to perform reliably in materials processing applications and must be able to produce saleable products.

The recyclable products will be delivered as commingled containers (aluminum, glass, plastic, steel, and bimetal containers mixed together).

Processing equipment from the processor or chosen subcontractor required for preparing materials for market are anticipated to include at a minimum:

- Sorting line with adequate stations to separate the commingled containers into three different glass colors, aluminum, tin and bimetal containers together, and plastic containers, numbers 1 through 7.

- failure to advise City of disposition of complaint -- \$50.00 for each such failure
- after initial 30 calendar days of work or portion of work, City supervisory staff time necessary to monitor or respond to performance beyond 15 minutes per day -- \$1.00 per minute

The above liquidated damages shall be itemized and billed by the City. The department shall make the initial determination as to the damage.

4.2 Other Conditions of Service and Facilities

4.2.1 Evaluating Quality of Work and Unsatisfactory Service.

The performance of the Contractor(s) under this Contract shall be evaluated by the department. If at any time during the Contract period performance satisfactory to the City is not attained, the City will notify the Contractor in writing. The City will outline the unsatisfactory performance and state the level of performance which the Contractor will need to achieve in order to be considered satisfactory. The Contractor shall immediately take all necessary steps including but not limited to, increasing the work force, equipment and/or vehicles as needed to properly perform the work for this Contract. Failure of the City to give such notification shall not relieve the Contractor(s) of obligation to perform the work at the time and in the manner specified by the Contract.

4.2.2 Subcontractors. The Contractor(s) shall submit with the proposal(s) a list and description of all subcontractors and other persons and organizations, including those who are to furnish the principal items of material and equipment, proposed for any and all portions of the work proposal for services requested.

4.2.3 Supervision and Labor. The Contractors shall provide competent supervision for the work, to ensure work is performed according to Contract specifications. Any supervision provided by the City to compensate for lack of supervision on the Contractor's part shall be subject to the liquidated damages described above. Competent and skilled workers must be used to conduct the work.

4.2.4. Equal Employment Opportunity and Nondiscrimination.

The Contractor(s) agrees as follows: It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origins or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further, that it will examine all job classifications to determine if minority persons or women are under-utilized, and will take appropriate affirmative action to rectify any such under-utilization. If the Contractor hires additional employees in order to perform this work, it will determine the availability of minorities and women in the area from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

4.2.5 Americans with Disabilities. The Contractor(s) agrees to comply with all applicable requirements of the Americans With Disabilities Act of 1990, 42 U.S.C.S.12101, et seq.

4.2.6 Safety. The Contractor shall provide and maintain all sanitary and safety accommodations for the use and protection of its employees, City employees, or visitors, as may be necessary to provide for their health and welfare and comply with federal, state, and local codes and regulations.

5.0 GENERAL CONTRACT PROVISIONS

5.1 Invoicing and Payment Terms. The successful Contractor will agree to the following:

5.1.1 The Contractor(s) shall furnish residue invoices to the City within thirty (30) days after the conclusion of each month. The City agrees to pay the Contractor at the rates specified by the Contract within thirty (30) days from the date of City receipt of the Contractor's invoice.

5.1.2 The Contractor within thirty (30) days after the conclusion of each month's work performed for this Contract will supply the City with a monthly report of tonnages to be reconciled by the city daily

scale sheets. The Contractor agrees to pay the City at the rates specified by the Contract within thirty (30) days based off the tonnage scale sheets.

5.2 Liability Protection.

5.2.1 Indemnification: The Contractor(s) shall indemnify and hold the City, its officers, agents and employees, harmless from any and all claims for income or revenue, costs and expenses, including reasonable attorneys' fees, arising out of any acts or omissions of the Contractor, its employees, agents and subcontractors during the performance of this Contract.

5.2.2 Safety Rules and Regulations: The Contractor shall initiate, maintain and supervise all safety programs connected with the performance of this Contract. The Contractor shall also take reasonable safety precautions to prevent damage to property and injury to persons on or adjacent to the work site. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over the work site and the persons at the site. The Contractor shall pay all claims for property damage or personal injury caused by the Contractor, its employees, agents or subcontractors.

5.2.3 Insurance: The Contractor shall, at its expense, procure the following insurance policies from insurance companies licensed to do business in the State of Wisconsin, with Best's ratings of no less than "A" in amounts and coverage's not less than set forth. All insurance companies and required endorsements shall be approved by the City prior to execution of the Contract. The Contractor shall also require all subcontractors to procure identical insurance coverage's to those required of the Contractor herein.

A. Commercial General Public Liability Insurance: The Contractor shall procure a Commercial General Liability policy with the following standard limits:

General Aggregate Limit (other than Products/Completed Operation	\$2,000,000
--	-------------

Products/Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit/Any One Fire	(NA)
Professional Liability per Claim and Aggregate	\$5,000,000

The Commercial General Liability policy will include protection for:

1. Bodily Injury and Property Damage Liability arising from premises, operations, products and completed operations.
2. Contract Liability coverage to the Contract and related Contracts, including subcontracts.
3. Coverage for bodily injury or personal injury inflicted by on Contractor employee upon another.

B. Worker's Compensation and Employers' Liability Policy:

The Contractor shall provide a Worker's Compensation policy with Employers' Liability coverage from a carrier licensed in Wisconsin providing standard limits.

C. Commercial Automobile Liability Insurance: The Contractor shall provide Commercial Automobile Liability insurance covering all vehicles and equipment used by the Contractor in the performance of the Contract and all operators thereof in the amount of \$1,000,000. The policy should cover:

1. All owned, non-owned or hired vehicles.
2. Uninsured/Underinsured Motorist Liability coverage at full policy limits.

3. Cross-suits.
4. Bodily injury and property damage for the transportation of mobile equipment by a vehicle used by the Contractor in the performance of the Contract.
5. Coverage for injuries caused by fellow employees.
6. Contractual liability coverage for the Contract and related Contracts, including subcontracts.

D. Certificate of Insurance: The Contractor shall provide the City with a certificate of insurance coverage required by the Contract. The certificate shall name the city as an additional insured and shall provide that the policies of insurance shall not be canceled or altered without 30 days prior written notice to the City. Said duty to notify the City of cancellation or alteration must be provided without any qualification or limitation. Such certificates shall be kept current for the duration of this agreement or during any further period of time wherein the Contract is under any duty of performance hereunder. The City shall be named as an additional insured on the general liability and automobile policies specified above and shall have the right to receive copies of all of the policies and endorsements thereto provided for herein upon reasonable demand therefore during the term of this agreement and for one year after its expiration.

5.3 Evaluation of Contract Performance. The performance of the Contractor(s) under the Contract shall be evaluated by the department as indicated under section 4.1.6 above. If at any time during the Contract period performance satisfactory to the City shall not have been made, and the Contractor did not make the necessary changes in procedures, equipment and/or facilities as directed by the City to achieve satisfactory performance, the City shall notify the Contractor(s) in writing that the City shall take all necessary steps to follow through on disputes, breaches, appeals and other considerations arising from such evaluations as covered under the General Contract Provisions 5.0 through 5.5.

5.4 Breach by the Contractor. The term “Material Breach” shall mean the failure on the part of the Contractor in the performance of the covenants and conditions set forth herein, or any conditions which would substantially interfere with the continuity or manner of performance of the Contract services or work. In the event of a Material Breach by the Contractor of its covenants under this Contract, the City may:

- by itself, or in concert with other municipalities, undertake performance of such covenants, including but not limited to the unqualified right to use all equipment and facilities necessary for the performance of the Contract for the term of this agreement. In the event the City is required to undertake the operation of specific services to maintain continuity of the work required by this Contract the Contractor(s) shall reimburse the City for any expenses incurred by the City in excess of the agreed prices herein.
- The City may institute judicial proceedings for specific performance of the Contract or other appropriate legal remedy.

The City shall give not less than 24 hours’ written notice to the Contractor(s) of intent to declare such breach by the Contractor(s), who shall have not longer than 48 hours to rectify such claimed breach; in the event such breach is not rectified within such time, the City shall have the right to elect its remedy as aforesaid.

5.5 Contract Reopening. The Contract or any portion thereof may only be reopened for renegotiation without damages at the City’s option under the following circumstances:

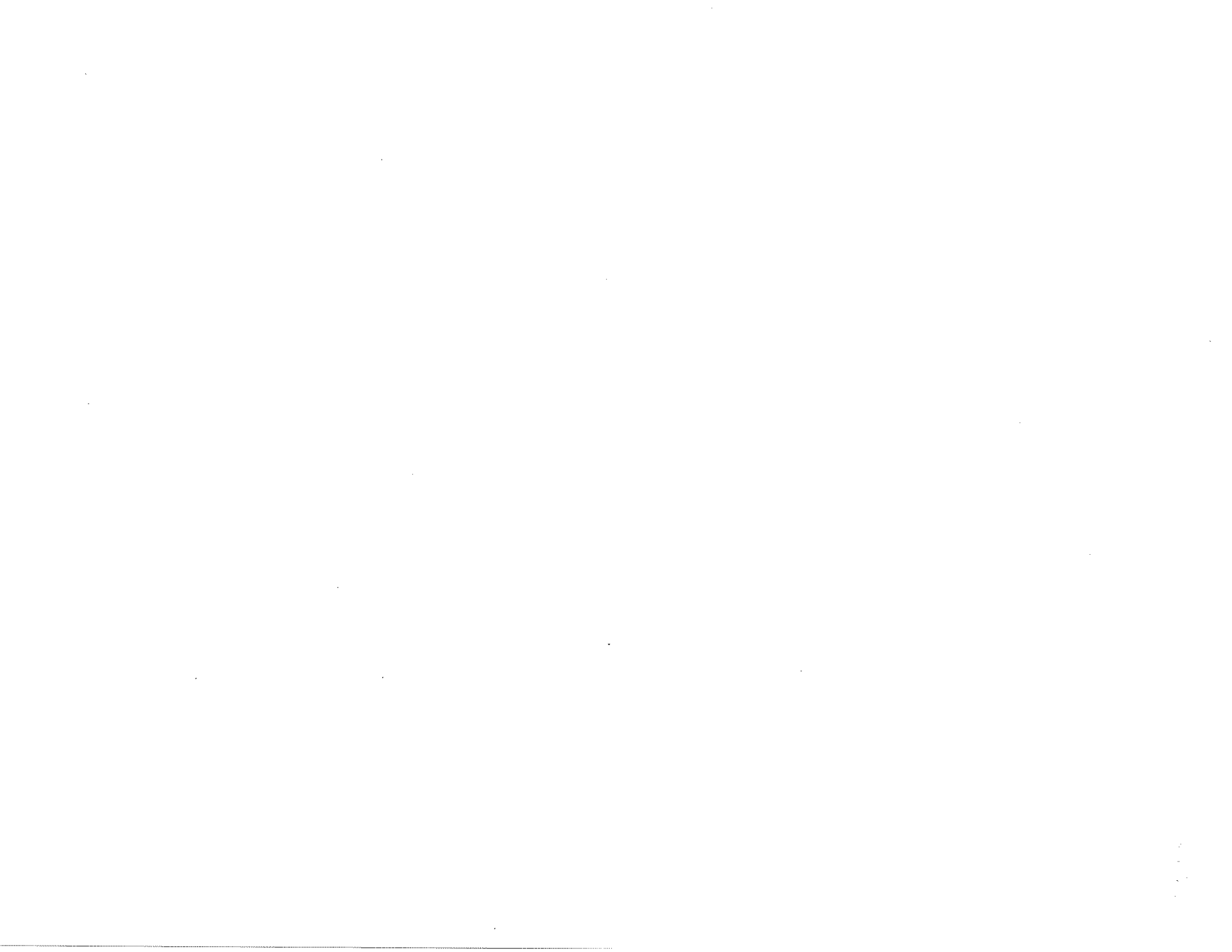
- In the event that the City is required by Wisconsin Act 335 or other State Statute, or Administrative Rules, or DNR directive, County Ordinance, or other authority to collect and /or dispose of recyclables in another manner other than as herein set forth;
- In the event that the Contractor(s) desires, or that the City desires of the Contractor(s), to undertake changes in procedures or equipment for the work performed as a result of such new developments in the state-of-the-art for any services required herein.

**CITY OF BELOIT
PROPOSAL SUBMITTAL FORM
COMMINGLED RECYCLABLE STORAGE, HAULING AND/OR PROCESSING AND MARKETING**

PROPOSAL ITEM	DESCRIPTION	YEAR 2011 Price/Ton	YEAR 2012 Price/Ton	YEAR 2013 Price/Ton	YEAR 2014 Price/Ton
Per ton charge for residue disposal:	Not to exceed 2% of load.	\$ 0	\$ 0	\$ 0	\$ 0
Recycling of commingled materials:	Guaranteed amount paid to the City of Beloit per ton of commingled materials.	\$ 42	\$ 42	\$ 42	\$ 42

Irrevocable Certified Letter of Credit:

Firm:	ONE SOURCE RECYCLING INC
Name:	GREG HAMINSKI
Title:	CONTROLLER
Address:	13125 N. 2ND ST ROSCOE IL 61073
Phone:	815-389-6563
Fax:	815-389-6463
Date:	8-22-11



CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Conditional Use Permit Application for the property located at 1407 Liberty Avenue – Council Referral to the Plan Commission

Date: September 19, 2011

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

Saroj Patel, the operator of Liberty Quick N Save, has filed an application for a Conditional Use Permit to allow indoor alcohol sales in a C-2, Neighborhood Commercial District, for the property located at 1407 Liberty Avenue.

Key Issues (maximum of 5):

- Prior to August 2009, the applicant held both a Conditional Use Permit (2004) and an Alcohol Beverage License.
- On August 3, 2009, the City Council revoked the applicant's Alcohol Beverage License.
- Indoor alcohol sales is a conditional use in the C-2 district, and since the use was discontinued following revocation, the applicant must obtain a new Conditional Use Permit and Alcohol Beverage License before alcoholic beverages may be legally sold on 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 September 21, 2011 meeting
- This item will most likely return to the City Council for a public hearing and possible action on October 3, 2011

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

Conditional Use Permit Application

(Please Type or Print)

File Number: CU-2011-03

1. Address of subject property: 1407 LIBERTY AVE BELOIT WI.

2. Legal description: _____

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): 1274 0570

4. Owner of record: _____ Phone: _____

(Address)

(City)

(State)

(Zip)

5. Applicant's Name: SAROJ V. PATEL

1407 LIBERTY AV. BELOIT WI. 53511

(Address)

(City)

(State)

(Zip)

(608) 362-8933 1 _____

(Office Phone #)

(Cell Phone #)

(E-mail Address)

6. All existing use(s) on this property are: GAS STATION/CONVENIENCE STORE

DBA Liberty Quick 'N Save

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

A Conditional Use Permit for: CONVENIENT STORE & Beer sel.

GAS STATION. in a(n) C-2. Zoning District.

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

Principal use: GAS STATION/CONVENIENCE STORE

Secondary use: _____

Accessory use: _____

9. Project timetable: Start date: ? Completion date: _____

10. I/We) represent that I/we have a vested interest in this property in the following manner:
 Owner
 Leasehold, length of lease: APRIL 30 - 2012
 Contractual, nature of contract: _____
 Other, explain: With option to extend, will extend upon granting of Beer License.

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.

[Signature] / GURBACHAN SINGH / 8.18.11
(Signature of Owner) (Print name) (Date)

[Signature] / SAROJ V. PATEL / 8-18-11
(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: September 21, 2011
 No. of notices: _____ x mailing cost (\$0.50) = cost of mailing notices: \$ _____
 Application accepted by: [Signature] Date: 8/19/11

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Certified Survey Map (CSM) for the property located at 1452 Townhall Road – Council Referral to the Plan Commission

Date: September 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 2-Lot Certified Survey Map (CSM) for the property located at 1452 Townhall Road.

Key Issues (maximum of 5):

- The owner of the parent parcel is selling the majority of the parcel to continued agricultural use but wishes to retain proposed lot 1 for a future subdivision
- The proposed CSM separates two proposed lots from the existing 98.4 acre parent parcel. The two lots are located on the west side of Townhall Road, south side of Golden Eagle Drive, and east side of Hawks Pass.
- Proposed Lot 1 is 7.408 acres in area, and abuts subdivided lots to the north, east, and west. Proposed Out Lot 1 includes approximately 176 feet of street frontage and is 49,784 square feet in area. Proposed Out Lot 1 also includes the dedication of a 50 foot half right-of-way to the public.
- All of the proposed lots are vacant.
- The proposed CSM must be reviewed by the City Council because of the dedication of public right-of-way.

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:

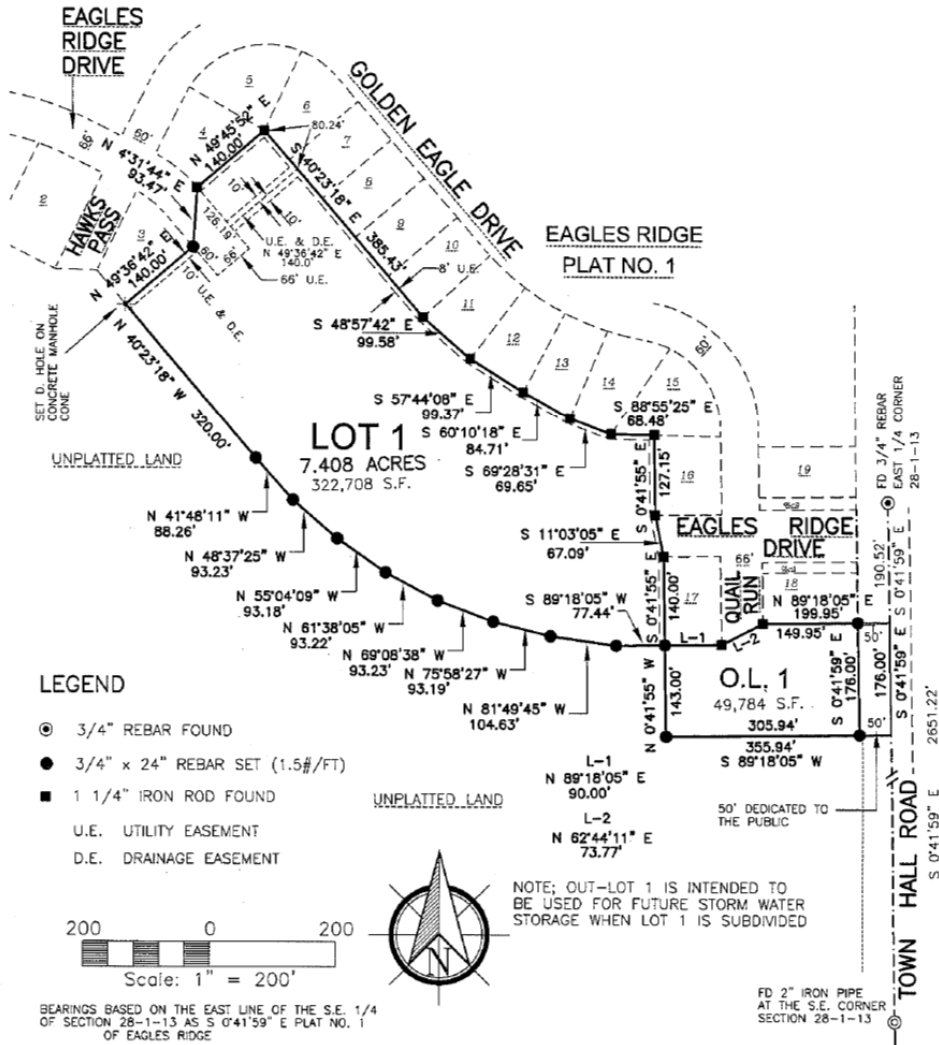
- Referral to the Plan Commission for the September 21, 2011 meeting
- This item will most likely return to the City Council for consideration on October 3, 2011

Fiscal Note/Budget Impact: N/A

Attachments: Proposed CSM and Application

CERTIFIED SURVEY MAP

OF PART OF THE S.E. 1/4 OF THE N.E. 1/4 AND PART OF
THE N.E. 1/4 OF THE S.E. 1/4 SECTION 28, T. 1 N., R. 13 E.,
OF THE FOURTH P.M., CITY OF БЕЛОИТ,
ROCK COUNTY, WISCONSIN



ORDER NO. 31200
BOOK 547 PAGE 42
DATE AUGUST 18, 2011
FOR MLG/BRC Beloit, LLC
SHEET 1 OF 3

File Name: J:\31200-31249\31200\31200-CSM.dwg

Batterman
engineers surveyors planners

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



CERTIFIED SURVEY MAP

OF PART OF THE S.E. 1/4 OF THE N.E. 1/4 AND PART OF THE N.E. 1/4 OF
THE S.E. 1/4 SECTION 28, 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, Robert Leuenberger, a Registered Land Surveyor, do hereby certify that I
County of Rock)^{ss.} have surveyed and mapped Part of the S.E. 1/4 of the N.E. 1/4 and part of the N.E.
1/4 of the S.E. 1/4 of Section 28, T. 1 N., R 13 E. of the Fourth P.M., City of Beloit, Rock County, Wisconsin.

DESCRIBED AS FOLLOWS: Beginning at the East 1/4 corner of Section 28 aforesaid; thence South 0°41'59" East 190.52 feet along the East line of the S.E. 1/4 of said Section 28 to the place of beginning; thence continuing South 0°41'59" East 176.00 feet; thence South 89°18'05" West 355.94 feet; thence North 0°41'55" East 143.00 feet; thence South 89°18'05" West 77.44 feet; thence North 81°49'45" West 104.63 feet; thence North 75°58'27" West 93.19 feet; thence North 69°08'38" West 93.23 feet; thence North 61°38'05" West 93.22 feet; thence North 55°04'09" West 93.18 feet; thence North 48°37'25" West 93.23 feet; thence North 41°48'11" West 88.26 feet; thence North 40°23'18" West 320.00 feet to the most Southerly corner of Lot 3 of Eagles Ridge Plat No. 1 as recorded in Volume 32 of Plats on Pages 606-607; thence along the boundary of said Plat as follows: thence North 49°36'42" East 140.00 feet; thence North 4°31'44" East 93.47 feet; thence North 49°45'52" East 140.00 feet; thence South 40°23'18" East 385.43 feet; thence South 48°57'42" East 99.58 feet; thence South 57°44'08" East 99.37 feet; thence South 60°10'18" East 84.71 feet; thence South 69°28'31" East 69.65 feet; thence South 88°55'25" East 68.48 feet; thence South 0°41'55" East 127.15 feet; thence South 11°03'05" East 67.09 feet; thence South 0°41'55" East 140.00 feet; thence North 89°18'05" East 90.00 feet; thence North 62°44'11" East 73.77 feet; thence North 89°18'05" East 199.95 feet to the place of beginning.

Containing 8.753 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 5th day of May, 2010 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. 31200
DATE: AUGUST 24, 2011
FOR: MLG/BRC Beloit, LLC
SHEET 2 OF 3

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

CERTIFIED SURVEY MAP
OF PART OF THE S.E. 1/4 OF THE N.E. 1/4 AND PART OF THE N.E. 1/4 OF
THE S.E. 1/4 SECTION 28, T. 1 N., R. 13 E., OF THE FOURTH P.M., CITY OF
BELOIT, ROCK COUNTY, WISCONSIN

CORPORATE OWNERS CERTIFICATE

MLG/BRC Beloit, LLC, by MLG Investments 2000 LLC Manager, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as Owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

MLG/BRC Beloit, LLC, by MLG Investments 2000 LLC Manager, does further certify that this plat is required by Sections 236.10 or 236.12 to be submitted to the following for approval or objection: the City of Beloit Plan Commission.

IN WITNESS WHEREOF, MLG/BRC Beloit, LLC, by MLG Investments 2000 LLC Manager has caused these presents to be signed by Andrew C. Teske, its Vice President, and its corporate seal to be hereunto affixed on this _____ day of _____, 2011.

Andrew C. Teske, Vice President

State of Wisconsin) Personally came before me, this _____ day of _____, 2011,
County of _____)^{ss.} Andrew C. Teske, Vice President of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of said corporation and acknowledged that he executed the foregoing instrument as such officer as the deed of such corporation, by its authority.

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. 31200
DATE: AUGUST 24, 2011
FOR: MLG/BRC Beloit, LLC

SHEET 3 OF 3

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)

File Number: CSM-2011-08

1. Address of property: 1452 TOWNHALL ROAD
2. Tax Parcel Number(s): 2283-0020
3. Property is located in (circle one): City of Beloit or Town of: Turtle; Beloit; Rock or LaPrairie
In the SE Quarter of Section 28, Township 1 North, Range 13 East of the 4th P.M.
4. Owner of Record: MLG/BRC BELOIT LLC Phone: 262-938-4402
13400 BISHOP LANE SUITE 100 BROOKFIELD WI 53005
(Address) (City) (State) (Zip)
5. Surveyor's name: RH Batterman & Co., Inc. Phone: 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: 8.7 ACRES
8. Total area of land remaining in parent parcel: 89.7 ACRES
9. Is there a proposed dedication of any land to the City of Beloit? YES
10. The present zoning classification of this property is: R 1A
11. Is the proposed use permitted in this zoning district: YES
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;** pre-application meeting was held on 8/4/11
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.

[Signature] / RH BATTERMAN / 8/30/11
(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>September 21, 2011</u>	
Application accepted by: <u>[Signature]</u>	Date: <u>8/30/11</u>

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

WHEREAS, the agent of record for Speedway LLC, d/b/a Speedway #4087 is Jennifer D. Lococo; and

WHEREAS, the Alcohol Beverage License Control Committee has recommended that the agent be changed to Casey Williams.

NOW, THEREFORE, IT IS RESOLVED that the new agent for Speedway LLC d/b/a Speedway #4087 is Casey Williams.

Dated this 19th day of September, 2011.

Kevin D. Leavy, President
Beloit City Council

Attest:

Rebecca S. Houseman, City Clerk



**ALCOHOL BEVERAGE LICENSE CONTROL COMMITTEE
RECOMMENDATION**

TO: Beloit City Council
FROM: Alcohol Beverage License Control Committee
DATE: September 13, 2011
SUBJECT: Speedway #4087

The Alcohol Beverage License Control Committee recommends approval of the Change of Agent on the Class "A" Beer License of Speedway LLC, d/b/a Speedway #4087 to Casey E. Williams.

Recommendation for approval carried 4-0.

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 Speedway LLC
(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 Speedway # 4087
(trade name)

located at 148 Liberty Ave., Beloit, WI 53511-4455

appoints Casey Elizabeth Williams
(name of appointed agent)
2064 Crane Ave., Beloit, WI 53511
(home address of appointed agent)

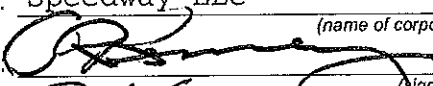
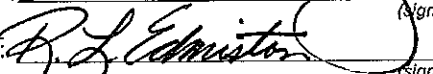
to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability 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? 13 years

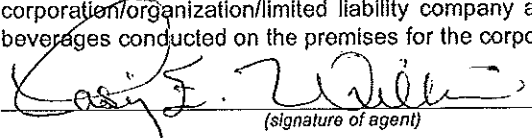
Place of residence last year 2064 Crane Ave., Beloit, WI 53511

For: Speedway LLC
(name of corporation/organization/limited liability company)
By:  Anthony R. Kenney, President
(signature of Officer/Member/Manager)
And:  Ronald L. Edmiston, Treasurer
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Casey Elizabeth Williams, 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.

 _____ Agent's age _____
(signature of agent) (date)
2064 Crane Ave., 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)	
Williams		Casey		Elizabeth	
Home Address (street/route)		Post Office	City	State	Zip Code
2064 Crane Ave.		Beloit	Beloit	WI	53511
Home Phone Number		Age	Date of Birth	Place of Birth	
608-362-0805				Beloit, 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.
 - Casey E. Williams, Agent** of **Speedway LLC**
(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:

1. How long have you continuously resided in Wisconsin prior to this date? 13 years
2. 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.)
3. 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.
4. 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)
5. 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	Employer's Address	Employed From	To
Speedway LLC	P O Box 1500, Springfield, OH 45501	04/04/2007	present
Employer's Name	Employer's Address	Employed From	To

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 18th day of August, 20 11
Jill J. Abrams
(Clerk/Notary Public)
 My commission expires 12-11-11

Casey E. Williams
(Signature of Named Individual)
 Casey E. Williams, Agent for Speedway LLC



P.O. Box 1500
Springfield, OH 45501
Telephone 937-864-3000

July 26, 2011

Beloit City Clerk
100 State St.
Beloit, WI 53511


To Whom It May Concern:

My name is Ronald L. Edmiston and I am the Treasurer for Speedway LLC. Speedway # 4087 located at 148 Liberty Ave., Beloit, WI 53511 has a change of agent.

Speedway LLC appoints Casey Williams as agent and represents us at Speedway # 4087.

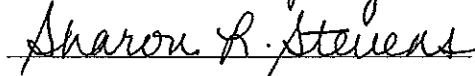
If you have any questions please don't hesitate to contact Sharon Stevens at 937-863-7191.

Sincerely,


Ronald L. Edmiston, Treasurer
For Speedway LLC

Subscribed and sworn before me

This 26th day of July, 2011



Notary Public

My Commission Expires
May 14, 2016

September 19, 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 September 12, 2011:

Kevin D. Leavy, President
Beloit City Council

Appointments

Board of Appeals

Carolyn H. Hansen, 444 East Grand Ave., Apt. L (replacing Chad R. Blaser) for a term expiring May 31, 2013

Park, Recreation and Conservation Advisory Commission

Terry Lee Wilson, 1103 Henry Ave. (replacing Matthew Parish) for a term expiring September 30, 2014

Traffic Review Committee

Randy W. Cole, 1134 Cleveland St. (replacing Terry Fell) for a term expiring September 30, 2013

PLEASE ANNOUNCE THE FOLLOWING VACANCIES

Alcohol Beverage License Control Committee (1 vacancy for resident)
Board of Appeals (1 vacancy for regular term, 1 vacancy for Alternate)
Board of Ethics (1 vacancy for former City Councilor)
Board of Review (1 vacancy [as Alternate] for resident)
Disabled Parking Enforcement Assistance Council (3 vacancies for residents with disabled plates)
Equal Opportunities and Human Relations Commission (2 vacancies for residents)
Municipal Golf Committee (1 vacancy for youth representative)
Municipal Library Board (1 vacancy for resident of Beloit or town adjacent to the City)
Park, Recreation & Conservation Advisory Commission (1 vacancy for resident and 1 vacancy for youth)
Traffic Review Committee (1 vacancy for resident)

RESOLUTION
AUTHORIZING THE CITY MANAGER TO ACQUIRE TAX DELINQUENT
PROPERTIES FROM THE ROCK COUNTY TREASURER

WHEREAS, the City Council has established a strategic goal to promote a high quality community through historic preservation, community revitalization, and successful new development; and

WHEREAS, the City Council has adopted a policy on Housing Incentives, which authorizes the Community Development Department to identify properties in the City that could be acquired for resale and redevelopment; and

WHEREAS, Rock County owns several properties described below which the county has acquired through the tax foreclosure process, and the Rock County properties are being offered for sale to the City of Beloit; and

WHEREAS, the CDA has authorized the purchase of three properties addressed 122 Hackett Street, 1123 Highland Avenue, and 637 Hackett Street for the Neighborhood Stabilization Program.

NOW THEREFORE, the City Council of the City of Beloit hereby resolves that the City Manager be, and is hereby, authorized to purchase the following real estate from Rock County on behalf of the city: 1304 Prairie Avenue, 1215 Harrison Avenue, 1101 Randall Street, 1115 Johnson Street, 1017 Sixth Street, 317 Portland Avenue, 122 Hackett Street, 1123 Highland Avenue, and 637 Hackett Street for a price to be determined by the Rock County Treasurer through the tax foreclosure process.

BE IT FURTHER RESOLVED, that the City Manager be, and is hereby, authorized to negotiate terms and authorize the sales of those properties for the purpose of promoting redevelopment of new housing in the City of Beloit including the sale of 122 Hackett Street, 1123 Highland Avenue, and 637 Hackett Street to the Community Development Authority.

AND IT IS FURTHER RESOLVED, that the estimated amount of \$110,892.11 be and hereby is, funded as follows:

26707923-5240	Water Resources Professional Services	\$ 9,739.21
P2967520-5510-2011	Land Acquisition	\$55,156.76
73675200-524024-10471	Neighborhood Stabilization 3	\$45,996.14

Adopted this 19th day of September, 2011.

BELOIT CITY COUNCIL

Kevin D. Leavy, President

ATTEST:

Rebecca S. Houseman, City Clerk



CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Purchase of the foreclosed properties from the Rock County Tax Foreclosure Proceedings

Date: September 19, 2011

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

On January 21, 2003, the Beloit City Council adopted a policy which directed the Community Development Department to work with the Rock County Treasurer to identify properties that are available through tax foreclosure and could be acquired for resale.

Key Issues (maximum of 5):

1. Exhibit A identifies all Rock County tax foreclosed properties within the City of Beloit. The exhibit also list nine houses that staff is recommending for purchase. The houses proposed for purchase include three houses that the CDA approved for purchase as part of the NSP3 program. The exhibit lists the existing land use, taxes, special assessments, interest and expenses that the City would pay Rock County to acquire these properties. The "Estimated Expenses" column is based on historical information. There is also a column for water forgiveness. There are three properties that have significant water balances that would be forgiven when we purchased them. Attached is a memo from Scott Schneider outlining all the properties available for purchase from Rock County.
2. Since 2003, the City of Beloit has purchased most of the properties acquired by Rock County through the tax foreclosure process. This policy is intended to prevent absentee landlords from acquiring rundown homes and turning them into rental properties. The houses purchased by the City were renovated and sold to owner-occupants, or if the cost of renovation outweighed the expected sales price, the houses were demolished. Either way, the City would be improving the neighborhoods.
3. With the current economic conditions, the City does not have enough money in the property acquisition account to purchase all of the properties going into foreclosure this year. The staff recommendations for purchase this year focus on houses that are dilapidated, non-conforming and unfit for human habitation. That was then weighted to the property's cost and expected benefits of demolishing the building. The houses that are expected to be more cost effective for restoration are the ones that will go to public auction conducted by Rock County.
4. On August 10, 2011, the Community Development Authority authorized the purchase of three of the properties on the Rock County Tax Foreclosure List: 122 Hackett Street, 1123 Highland Avenue, and 637 Hackett Street.
5. Three properties (1115 Johnson Street, 1017 Sixth Street, and 317 Portland Avenue) are being purchased with the assistance of Water Resources. Water Resources agreed to waive delinquent water and sewer bills that are greater than \$1,000 during the delinquent tax timeframe for the houses that will be demolished.

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. By purchasing these properties, the City will be removing sub-standard housing from the market. The end result will either be a newly rehabbed house for resale or a vacant lot which may become part of an expanded yard or the location of a new house.

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** – Not applicable
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – Not Applicable
- **Reduce dependence on activities that harm life sustaining eco-systems** – Not Applicable
- **Meet the hierarchy of present and future human needs fairly and efficiently** – The purchase of these houses will ensure that there is no negative impact on these neighborhoods as a result of the foreclosure process.

Action required/Recommendation:

Approve the resolution authorizing the City Manager to acquire and sell the foreclosed properties and to handle the negotiation and sale of these properties.

Fiscal Note/Budget Impact:

Funds have been budgeted annually, with \$100,000 budgeted in 2011 for this housing program. As of September 8, 2011, approximately \$58,200 remains to cover the cost of acquisition of these properties. Water Resources has authorized water and sewer forgiveness on three properties to the approximate amount of \$9,300.

With the purchase of the properties included in the resolution, this account will have less than \$3,500 for the remainder of 2011. The demolition of these properties and all other condemnations will have to wait until 2012.

Attachments:

Proposed Resolution, Exhibit A, and Memo from Scott Schneider

Exhibit "A"
Properties Available Through Tax Foreclosure Sale

Recommended Properties for Purchase by the City of Beloit

Address (Parcel #)	Land Use (Lot Size)	County			Special Assessments		Estimated Expenses	Total	Water Forgiveness	Sep Payoff Amount
		Taxes	Interest	Penalty	Assessment	Interest				
1304 Prairie Ave (1253-1225)	3 unit (75' x 125')	\$4,956.01	\$1,815.29	\$180.83	\$2,319.63	\$361.66	\$500.00	\$10,133.42		\$10,133.42
1215 Harrison Ave (1256-0275)	Single Family (56' x 132')	\$2,164.62	\$806.27	\$76.74	\$472.66	\$153.48	\$500.00	\$4,173.77		\$4,173.77
1101 Randall St (1257-0265)	Single Family (40' x 120')	\$3,953.35	\$1,615.91	\$0.00	\$0.00	\$0.00	\$500.00	\$6,069.26		\$6,069.26
1115 Johnson St (1274-0360)	Single Family (63' x 136')	\$6,588.49	\$2,573.22	\$449.54	\$3,823.84	\$899.08	\$500.00	\$14,834.17	\$ 2,890.28	\$14,834.17
1017 Sixth St (1351-0875)	3 unit (53' x 124')	\$4,257.78	\$1,693.04	\$1,056.82	\$8,097.90	\$2,113.65	\$500.00	\$17,719.19	\$ 5,487.85	\$17,719.19
317 Portland Ave (1358-0810)	Duplex (65' x 124')	\$5,390.91	\$2,141.30	\$348.28	\$2,889.12	\$696.55	\$500.00	\$11,966.16	\$ 1,361.08	\$11,966.16
Totals		\$27,311.16	\$10,645.03	\$2,112.21	\$17,603.15	\$4,224.42	\$3,000.00	\$64,895.97	\$ 9,739.21	\$ 64,895.97

Houses for Purchase by the CDA under the Neighborhood Stabilization Program

Address (Parcel #)	Land Use (Lot Size)	County			Special Assessments		Estimated Expenses	Total Cost	Water Forgiveness	Sep Payoff Amount
		Taxes	Interest	Penalty	Assessments	Interest				
122 Hackett St (1344-0370)	Single Family (66'x80')	\$6,666.12	\$2,314.97	\$353.01	\$3,262.01	\$706.02	\$500.00	\$13,802.13		\$13,802.13
1123 Highland Ave. (1344-1545)	Single Family (66'x132')	\$7,669.72	\$3,031.72	\$661.65	\$5,726.73	\$1,323.30	\$500.00	\$18,913.12		\$18,913.12
637 Hackett St (1356-0680)	Single Family (58'x105')	\$3,243.36	\$1,280.84	\$653.48	\$4,292.15	\$1,306.92	\$500.00	\$11,276.75		\$11,276.75
NSP3 Totals		\$17,579.20	\$6,627.53	\$1,668.14	\$13,280.89	\$3,336.24	\$1,500.00	\$43,992.00		\$ 43,992.00

Exhibit "A"
Properties Available Through Tax Foreclosure Sale

All Others Not Selected

Address (Parcel #)	Land Use (Lot Size)	County			Special Assessments		Estimated Expenses	Total Cost	Water Forgiveness	Sep Payoff Amount
		Taxes	Interest	Penalty	Assessments	Interest				
1368 Prairie Ave (1253-1285)	Single Family (50'x125')	\$5,490.09	\$2,236.65	\$396.11	\$3,177.72	\$792.22	\$500.00	\$12,592.79		\$12,592.79
825 Wisconsin Ave (1367-0940)	Garage Only (33'x140)	\$4,129.62	\$1,403.05	\$1,647.68	\$10,054.70	\$3,295.36	\$500.00	\$21,030.41		\$21,030.41
1617 Wisconsin Ave (1257-1365)	Single Family (40'x126')	\$3,768.14	\$1,541.82	\$257.17	\$2,070.80	\$514.34	\$500.00	\$8,652.27		\$8,652.27
509 Cleveland St (1343-0130)	Single Family (50'x126')	\$5,613.23	\$2,194.02	\$190.36	\$3,753.12	\$380.72	\$500.00	\$12,631.45		\$12,631.45
2236 Jackson St (1346-0180)	Single Family (50'x134')	\$3,307.41	\$1,300.88	\$85.77	\$1,114.29	\$171.51	\$500.00	\$6,479.86		\$6,479.86
1147 McKinley Ave (1274-0640)	Single Family (50'x131')	\$3,824.25	\$1,473.53	\$251.14	\$2,096.62	\$502.28	\$500.00	\$8,647.82		\$8,647.82
1713 Portland Ave (1341-0145)	Single Family (54'x122')	\$4,737.81	\$1,850.97	\$356.89	\$2,973.84	\$713.79	\$500.00	\$11,133.30		\$11,133.30
1335 E Broad St (1364-0430)	Vacant Lot (75'x139')	\$954.33	\$358.77	\$36.85	\$413.82	\$73.71	\$500.00	\$2,337.48		\$2,337.48
1018 Central Ave (1368-1340)	Vacant Lot (60'x149')	\$1,753.19	\$804.00	\$109.24	\$913.56	\$218.49	\$500.00	\$4,298.48		\$4,298.48
1314 Keeler Ave (1253-0075)	Vacant Lot (40'x80')	\$1,011.70	\$511.18	\$487.23	\$2,283.20	\$974.45	\$500.00	\$5,767.76		\$5,767.76
1856 Park Ave (1258-1570)	Vacant Lot (48'x126')	\$633.06	\$238.00	\$35.69	\$511.46	\$71.37	\$500.00	\$1,989.58		\$1,989.58
1333 Wisconsin Ave (1256-1175)	Vacant Lot (50'x124')	\$2,183.50	\$1,143.94	\$923.89	\$8,503.19	\$1,847.78	\$500.00	\$15,102.30		\$15,102.30
2799 E Ridge Rd (2205-0510)	Vacant Lot 45,200 sqft	\$1,667.64	\$689.65	\$0.00	\$0.00	\$0.00	\$500.00	\$2,857.29		\$2,857.29
731 Crist Rd (1238-0080)	Vacant Lot (100'x150')	\$1,521.26	\$571.92	\$15.44	\$386.10	\$30.89	\$500.00	\$3,025.61		\$3,025.61
737 Crist Rd (1238-0075)	Vacant Lot (107'x157')	\$1,606.29	\$603.89	\$23.93	\$213.90	\$47.85	\$500.00	\$2,995.86		\$2,995.86
732 Newark Rd (1238-0110)	Vacant Lot (100'x150')	\$1,937.00	\$728.22	\$0.00	\$0.00	\$0.00	\$500.00	\$3,165.22		\$3,165.22
738 Newark Rd (1238-0105)	Vacant Lot (140'x154')	\$1,662.99	\$625.21	\$0.00	\$0.00	\$0.00	\$500.00	\$2,788.20		\$2,788.20

Exhibit "A"
Properties Available Through Tax Foreclosure Sale

All Others Not Selected

Address (Parcel #)	Land Use (Lot Size)	County			Special Assessments		Estimated Expenses	Total Cost	Water Forgiveness	Sep Payoff Amount
		Taxes	Interest	Penalty	Assessments	Interest				
236 Caldwell Ave (1261-0145)	Vacant Lot (50'x125')	\$5,319.42	\$2,123.59	\$748.22	\$4,923.92	\$1,496.43	\$500.00	\$15,111.58		\$15,111.58
732 Lincoln Ave (1342-0750)	Vacant Lot (50'x123')	\$7,116.44	\$2,954.24	\$426.42	\$4,264.64	\$852.86	\$500.00	\$16,114.60		\$16,114.60
733 Ninth St (1357-0335)	Vacant Lot (42'x132')	\$2,043.31	\$1,008.76	\$1,519.11	\$9,942.30	\$3,038.25	\$500.00	\$18,051.73		\$18,051.73
1110 Ritsher St (1275-0455)	Vacant Lot (127'x199')	\$1,489.68	\$500.08	\$0.00	\$0.00	\$0.00	\$500.00	\$2,489.76		\$2,489.76
Other Totals		\$61,770.36	\$24,862.37	\$7,511.14	\$57,597.18	\$15,022.30	\$10,500.00	\$177,263.35		\$177,263.35

Remaining Acquisition Account Balance \$ 58,600

Memorandum

TO: Larry Arft, City Manager
Beloit City Council

FROM: Scott Schneider

DATE: September 19, 2011

RE: Rock County Properties Currently in Tax Foreclosure

Vicky Brown, Rock County Treasurer, initiated final warnings of tax foreclosure proceedings on 43 properties located in the City of Beloit on June 3, 2011. Thirty of those properties were not redeemed by the owners and are being foreclosed upon. The time lines for various actions that will or have taken place in this process are as follows:

1. Rock County has taken ownership of the delinquent properties on September 12 thru court proceedings.
2. The City may acquire any of these properties anytime after the county takes possession and before the public auction when these properties will be offered to the public.
3. The Rock County Treasurer will hold a public auction on October 7 to auction off these properties to the public.

Following is a list of the 30 properties (15 houses, 1 garage, 14 vacant lots) that Rock County has issued final warnings of tax foreclosure proceedings on in the City of Beloit. The following list also includes my initial comments as to which properties the City may want to acquire and what we may wish to do with them.

1304 Prairie Avenue (1253-1225). This property is a **former 3 unit home** located on a 75' by 125' lot (9,375) and assessed at \$41,900. This is located on the corner of Keeler and Prairie. This property is zoned R1-B, Single Family Residential. The City of Beloit has an outstanding rehab loan on this house with a balance of \$7,753.16, not including any late fees. The September payoff amount on the property is \$10,133.42. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$10,700. Based solely on looking at the outside of the house, it does appear to be near the end of its useful life. The City should acquire this property to keep it from being acquired at auction by an investor for a rental home. Given that it is a former three unit home, it is expected that we will demolish this house.

1215 Harrison Ave (1256-0275). This property is a **single family home** located on a 56' by 132' lot (7,392) and assessed at \$31,000. This property is zoned R1-B, Single Family Residential. The September payoff amount on the property is \$4,173.77. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$4,400. The City may want to acquire this property to keep it from being acquired at auction by an investor for a rental home. Based solely on looking at the outside of the house, it does appear to be near the end of its useful life. It is expected that we will demolish this house.

1011 Randall Street (1257-0265). This property is a **single family home** located on a 40' by 120' lot (4,800) and assessed at \$34,800. This property is zoned R1-B, Single Family Residential. The September payoff amount on the property is \$6,069.26. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$6,300. This property is kitty corner to an existing lot owned by the city. The City may want to acquire this property to keep it from being acquired at auction by an investor for a rental home. Based solely on looking at the outside of the house, it does appear to be near the end of its useful life. It is expected that we will demolish this house.

1115 Johnson Street (1274-0360). This property is a **single family home** located on a 63' by 136' lot (8,568) and assessed at \$67,900. This property is zoned R1-B, Single Family Residential. The September payoff amount on the property is \$14,834.17. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$15,600. This property is currently under an unfit for human habitation order. The City may want to acquire this property to keep it from being acquired at auction by an investor for a rental home. Given the budget constraints, the unfit order, and the water resources reimbursement for this property, it is expected that we will demolish this house.

1017 Sixth Street (1351-0875). This property is a **3 unit home** located on a 67' by 117' lot (7,839) and assessed at \$40,000. This property is zoned R1-B, Single Family Residential. The September payoff amount on the property is \$17,719.19. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$18,600. The City may want to acquire this property to keep it from being acquired at auction by an investor for a rental home. Based solely on looking at the outside of the house, it does appear to be near the end of its useful life. Given the budget constraints, the non-conforming status, deterioration, and the water resources reimbursement for this property, it is expected that we will demolish this house.

317 Portland Avenue (1358-0810). This property is a **duplex home** located on a 65' by 124' lot (8,060) and assessed at \$52,600. This property is zoned R1-B. The September payoff amount on the property is \$11,966.16. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$12,600. The City may want to acquire this property to keep it from being acquired at auction by an investor for a rental home. Given the budget constraints, the non-conforming status, deterioration, unfit for habitation order, and the water resources reimbursement for this property, it is expected that we will demolish this house.

122 Hackett Street (1344-0370). This property is a **single family home** located on a 66' by 80' corner lot (5,280) and assessed at \$76,700. This property is zoned R1-B, Single Family Residential. The September payoff amount on the property is \$13,802.13. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$14,600. The CDA has recently passed a resolution to purchase this house with the Neighborhood Stabilization Program 3 (NSP3) grant. The CDA will then determine if the house should be demolished, or be rehabilitated and sold to a person that meets all of the federal guidelines for the NSP3 program. The NSP3 grant is only allowed to be used in Census Tract 16, a much smaller geographic area than the City's boundary.

1123 Highland Avenue (1344-1545). This property is a **duplex home** located on a 66' by 132' lot (8,712) and assessed at \$74,900. This property is zoned R1-B, Single Family Residential. The City of Beloit has an outstanding rehab loan on this house with a balance of \$8,304.61, not including any late or legal fees. The September payoff amount on the property is \$18,913.12. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$20,000. This house was on the delinquent list the last two years, but was redeemed before the deadline. The house to the east is owned by BHA. The city is currently pursuing foreclosure action on the property for the rehab loan. The CDA has recently passed a resolution to purchase this house with the NSP3 grant. The CDA will then determine if the house should be demolished, or be rehabilitated and sold to a person that meets all of the federal guidelines for the NSP3 program. The NSP3 grant is only allowed to be used in Census Tract 16, a much smaller geographic area than the City's boundary.

637 Hackett Street (1356-0680). This property is a **single family home** located on a 58' by 105' lot (6,090) and assessed at \$35,000. This property is zoned R1-B, Single Family Residential. The September payoff amount on the property is \$11,276.75. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$11,600. The CDA has recently passed a resolution to purchase this house with the NSP3 grant. The CDA will then determine if the house should be demolished, or rehabilitate and be sold to a person that meets all of the federal guidelines for the NSP3 program. The NSP3 grant is only allowed to be used in Census Tract 16, a much smaller geographic area than the City's boundary.

1368 Prairie Avenue (1253-1285). This property is a **single-family home** located on a 50' by 125' lot (6,250) and assessed at \$47,700. This property is zoned R1-B, Single Family Residential. The September payoff amount on the property is \$12,592.79. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$13,200. Based solely on looking at the outside of the house, it does not appear to be near the end of its useful life. Due to insufficient funding to acquire all of the foreclosed properties this year, we should allow this one to go to auction.

825 Wisconsin Avenue (1367-0940). This property is a **garage** located on a lot which is 33' by 140' (4,620) and assessed at \$7,700. This property is zoned R1-B, Single Family Residential. The September payoff amount on the property is \$21,030.41. Historical

trends would indicate that we should expect the overall total cost to acquire this property as approximately \$21,400. The house on this property was condemned and demolished in 2008. The back taxes do include the cost of the demolition. The property to the south would be the property to benefit the most from combining this garage to itself, but that property is owned by the same person who allowed the house at 825 Wisconsin to deteriorate to the point of condemnation and has failed to pay the taxes. Rock County has strict rules that prevent people with delinquent taxes from bidding on foreclosed properties. City staff does not want to circumvent that policy. Also, this person has a long history of property code violations. Staff does not want to start a precedent where we facilitate the kinds of actions as demonstrated by the former owner. With that and the budget concerns, we will get better results from our spending if we let this one go to auction and purchase other properties.

1617 Wisconsin Avenue (1257-1365). This property is a **single family home** located on a 40' by 126' lot (5,040) and assessed at \$35,900. This property is zoned R1-B, Single Family Residential. The September payoff amount on the property is \$8,652.27. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$9,000. This property is adjacent to NHS-owned vacant lots: 1613 Wisconsin and 1103 Copeland. I have notified NHS of this house but have not yet heard back from them if they have any desire to rehab this house, or demolish it and add to their current holdings. Based solely on looking at the outside of the house, it does not appear to be near the end of its useful life. Due to insufficient funding to acquire all of the foreclosed properties this year, we should allow this one to go to auction.

509 Cleveland Street (1343-0130). This property is a **single family home** located on a 50' by 126' lot (6,430) and assessed at \$58,500. This property is zoned R1-B, Single Family Residential. The September payoff amount on the property is \$12,631.45. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$13,800. Based solely on looking at the outside of the house, it does not appear to be near the end of its useful life. Due to insufficient funding to acquire all of the foreclosed properties this year, we should allow this one to go to auction.

2236 Jackson Street (1346-0180). This property is a **single family home** located on a 50' by 134' lot (6,700) and assessed at \$33,600. This property is zoned R1-A, Single Family Residential. The September payoff amount on the property is \$6,479.86. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$6,900. This property has been known for some time of being an abandoned and nuisance house. However, based solely on looking at the outside of the house, it does not appear to be near the end of its useful life. With limited funds and the remoteness of this property, this is one that we should pass on and let go for the public auction.

1147 McKinley Avenue (1274-0640). This property is a **single family home** located on a 50' by 131' lot (6,550) and assessed at \$39,300. This property is zoned R1-B, Single Family Residential. The September payoff amount on the property is \$8,647.82. Historical trends would indicate that we should expect the overall total cost to acquire this property

as approximately \$9,100. Based solely on looking at the outside of the house, it does not appear to be near the end of its useful life. Due to insufficient funding to acquire all of the foreclosed properties this year, we should allow this one to go to auction.

1713 Portland Avenue (1341-0145). This property is a single family home located on a 54' by 122' lot (6,588) and assessed at \$50,300. This property is zoned R1-B, Single Family Residential. The September payoff amount on the property is \$11,133.30. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$11,600. Based solely on looking at the outside of the house, it does not appear to be near the end of its useful life. Due to insufficient funding to acquire all of the foreclosed properties this year, we should allow this one to go to auction.

1335 E. Broad Street (1364-0430). This property is a vacant lot which is 75' by 139' (10,425) and assessed at \$10,100. This property is zoned R1-B, Single Family Residential. The September payoff amount on the property is \$2,337.48. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$2,500. This is one of the three properties that are owned by Marcia Garcia. I do not see a value to buying this lot, and with our limited funding, I think that we should let it go to sheriff's sale.

1018 Central Avenue (1368-1340). This property is a vacant lot which is 60' by 149' (8,940) and assessed at \$10,000. This property is zoned R1-B, Single Family Residential. The September payoff amount on the property is \$4,298.48. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$4,400. The house on this property was condemned and demolished in 2008. The back taxes do not include the cost of the demolition. I do not see a value to buying this lot. With our limited funding, I think that we should let it go to sheriff's sale.

1314 Keeler Avenue (1253-0075). This property is a vacant lot which is 40' by 80' (3,200) and assessed at \$3,800. This property is zoned R1-B, Single Family Residential. The September payoff amount on the property is \$5,767.76. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$5,900. The house on this property was condemned and demolished in 2009. Community Action, Inc. (CAI) owns the adjacent property, 1264 Porter. John Ramstad has already indicated that CAI would want to purchase the lot to build a garage for their house. Similar to former transactions of this nature, CAI would need for us to absorb the cost of the acquisition and sell the property to them for \$1. Maria Garcia is the current owner of the property. She received title of the property from her son prior to him being sent to jail, in a makeshift effort for him to keep his investments. Maria has moved to the Chicago area and now has a total of three properties in tax foreclosure this year. Given that this is a vacant lot, and that we have limited funding this year, we should pass on this one and allow it to go to auction. I have already spoken to John Ramstad of Community Action and explained what he would need to do to acquire this at auction.

1856 Park Avenue (1258-1570). This property is a vacant lot which is 48' by 126' (6,048) and assessed at \$6,700. This property is zoned R1-B, Single Family Residential.

The September payoff amount on the property is \$1,989.58. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$2,100. This was one of the three properties that are owned by Marcia Garcia. I do not see a value to buying this lot, and with our limited funding, I think that we should let it go to sheriff's sale.

1333 Wisconsin Avenue (1256-1175). This property is a **vacant lot** which is 50' by 124' (6,200) and assessed at \$5,900. This property is zoned R1-B. The September payoff amount on the property is \$15,102.30. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$15,200. The City of Beloit condemned and demolished the house on the property in 2008. Community Action owns the property kitty corner to this one, 1326 Dewey, and 1333 Wisconsin is right across the street from a City of Beloit park. Brian Ramsey has indicated that this property would not be a worthwhile addition to the park. John Ramstad has stated that they have no interest in acquiring this property. I do not see a value to buying this lot, and with our limited funding, I think that we should let it go to sheriff's sale.

2799 E. Ridge Road (2205-0510). This property is a **vacant lot** which is 45,238 square feet and assessed at \$500. This property is zoned PUD, Planned Unit Development. The September payoff amount on the property is \$2,857.29. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$2,900. This property has an archaeological easement on it and cannot be built upon. I have spoken with the condo association president about purchasing the vacant lot. The association has decided they want to go to the auction to acquire the property. Given the effort that the condo association is putting in, the archaeological easement, and the fact the southern neighbor's driveway is located on this lot, we should not get involved, and let this go to auction.

731 Crist Rd (1238-0080), 737 Crist Rd (1238-0075), 732 Newark Rd (1238-0110), 738 Newark Rd (1238-0105). These four properties are **vacant lots** with a combined area of 61,062 sq. ft. and a combined assessed value at \$71,200. These properties are zoned PUD, Planned Unit Development. The September payoff amounts on the properties total \$11,974.89. These properties are bordered on the west side by the Town of Beloit Fire Department. Historical trends would indicate that we should expect the overall total cost to acquire these properties as approximately \$12,600. The size of the lots and rural nature of the area should be a considered a benefit to potential buyers. Also favoring future development is the availability of water and sanitary sewer service. Given the limited budget for acquisition, and the attractiveness of the four properties for development to the private sector, I believe that the City should allow these lots to go to sheriff's sale.

236 Caldwell Avenue (1261-0145). This property is a **vacant lot** which is 50' by 125' (6,250) and assessed at \$7,100. This property is zoned R1-A, Single Family Residential. The September payoff amount on the property is \$15,111.58. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$15,300. This property has been on the delinquency list many times before,

but always redeemed at the last minute. The house on this property had an attic fire in January 2008 and was condemned and demolished in 2010. I do not see a value to buying this lot, and with our limited funding, I think that we should let it go to sheriff's sale.

732 Lincoln Avenue (1342-0750). This property is a vacant lot which is 50' by 123' (6,150) and assessed at \$10,100. This property is zoned R1-B, Single Family Residential. The September payoff amount on the property is \$16,114.60. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$16,400. The house on this property was condemned and demolished in 2010. The back taxes do not include the cost of the demolition. I do not see a value to buying this lot, and with our limited funding, I think that we should let it go to sheriff's sale.

733 Ninth Street (1357-0335). This property is a vacant lot which is 42' by 132' (5,544) and assessed at \$8,800. This property is zoned R1-B, Single Family Residential. The September payoff amount on the property is \$18,051.73. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$18,300. The house on this property was condemned and demolished in 2008. The back taxes include the cost of the demolition. I do not see a value to buying this lot, and with our limited funding, I think that we should let it go to sheriff's sale.

1110 Ritsher Street (1275-0455). This property is a vacant lot which is 198' by 127' (25,146) and assessed at \$24,000. This property is zoned R1-A, Single Family Residential. The taxes owed on the property are \$2,489.76. Historical trends would indicate that we should expect the overall total cost to acquire this property as approximately \$2,600. The owner of this property also owns one adjacent lot and an adjacent home in which he is the owner occupant. The other vacant lot is two years delinquent in taxes, and the residence is one year delinquent. With the owner living right next door, I believe it would be problematic if we purchased the lot this year. I feel that with limited funding and the potential issues that we might have with this property and the relative attractiveness of the lot, given its size and corner orientation, that we should let it go to sheriff's sale.

Recommendation

Due to the lack of funds and the large quantity of houses going to foreclosure this year, we will need to be very selective this year as to what we purchase. As you can infer from my above recommendations, I am not recommending that we purchase any vacant lots. I have also spoke with Harry Mathos in an effort to forgive the delinquent water charges on the foreclosed properties that are to be purchased by the City to be demolished. He has agreed to that proposal. Based on that, we can then be able to purchase everything that I have indicated in this memo. Below are the key points in this action.

- The CDA has authorized the purchase of the 3 Neighborhood Stabilization Program (NSP) eligible properties at its Aug 10, 2011 meeting. That action will cost approximately \$44,000 in 2011, and an estimated residual property tax payment of \$2,000 in 2012. This will all come from the federal NSP grant. Demolition and

rehab of these three properties will not be constrained by the financial issues that I get into below and can proceed as time allows.

- As of September 8, 2011, there is \$58,600.08 available in the 2011 acquisition account (P2967520-5510-2011).
- The amount needed to purchase the six properties listed from Rock County is \$64,895.97. This includes estimated expenses of \$500 per property. This amount is not final until after the court foreclosure proceedings. Historically, the true expenses have come in lower than \$500.
- The amount of \$9,739.21 will come from Water Resources (26707923-5240) as forgiveness for three of the properties' water and sewer bills through the delinquent tax timeframe. The conditions I made for this were for properties containing houses with more than \$1,000 in back charges where the houses will be demolished.
- These actions will leave the acquisition account with a balance of \$3,443.32. This amount will increase slightly when the true expenses for the foreclosure proceedings are calculated. This \$3,400 will be used for the remainder of 2011 for securing properties, any required eviction proceedings, grass cutting and snow shoveling for these properties as well as former residential properties under our control. We will not be able to afford any more condemnations in 2011 through this account.
- All asbestos sampling and demolition costs for these properties will need to be applied to the 2012 acquisition account.

To supplement this document, a PowerPoint presentation is provided which includes aerial photos of the properties and photos of the houses. Also provided is an Excel spreadsheet showing the costs breakouts of all the properties being foreclosed by Rock County this year. The recommended properties are listed first, followed by the NSP purchases, followed by the properties not being recommended by staff for purchase.

**RESOLUTION AMENDING THE 2011 CAPITAL IMPROVEMENT
BUDGET TO REFLECT THE INCLUSION OF THE PAYMENT OF
EARNEST MONEY FOR THE PURCHASE OF THE
NORTHSTAR RADIOISOTOPES, LLC PROJECT SITE**

WHEREAS, the City adopted the 2011 Capital Improvement Budget on November 1, 2010, excluding the inclusion of earnest money for the purchase of the NorthStar Radioisotopes, LLC project site; and

WHEREAS, the City entered into a Development Agreement with NorthStar Radioisotopes LLC, whereby the City agreed to purchase the proposed project site; and

WHEREAS, the project site consists of a 19.9 acre site owned by Turtle Creek Development and a 13 acre site owned by MLG/BRC; and

WHEREAS, the City and Turtle Creek Development and MLG/BRC have negotiated the terms and conditions for an Offer to Purchase for the two properties; and

WHEREAS, the purchase price for both properties shall not exceed \$900,000 as set forth in the Development Agreement with NorthStar Radioisotopes LLC.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the 2011 Capital Improvement Budget is amended to appropriate additional funds, as follows.

Funding:

Fund Balance (Tax Increment District No. 10)	
P5021600-4999-2012	<u>\$75,000</u>
Total	<u>\$75,000</u>

Expenditures:

<u>Project Name</u>	<u>Original</u>	<u>Amended</u>	<u>Difference</u>
Milwaukee Road Corridor Study	\$0	\$75,000	<u>\$75,000</u>
P5021600-5510-2012			
Total			<u>\$75,000</u>

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

BELOIT CITY COUNCIL

Kevin D. Leavy, President

Attest:

Rebecca S. Houseman, City Clerk

CITY OF БЕЛОIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution amending the 2011 capital improvement budget to reflect the inclusion of the payment of earnest money for the purchase of the NorthStar Radioisotopes, LLC project site.

Date: 9/19/11

Presenter(s): Andrew Janke

Department(s): Economic Development

Overview/Background Information: On July 7, 2011, the City of Beloit approved a Development Agreement with NorthStar Radioisotopes that included the provision that the City would assemble and convey the 33 acre project site for NorthStar's planned development project that will leverage \$194 million in private investment and create 150 jobs by 2016. The City has negotiated Offers to Purchase with Turtle Creek Development and MLG/BRC who are the current owners of the project site. Those Offers to Purchase include the payment of non-refundable earnest money in the amount of \$25,000 to both parties at the time of execution and an additional \$25,000 payment to MLG/BRC by 12/31/2011.

Key Issues (maximum of 5):

1. Total cost to purchase both properties will not exceed \$900,000.
2. The City will purchase 13 acres from MLG/BRC.
3. The City will purchase 19.9 acres from Turtle Creek Development.
4. The City will convey the project site to NorthStar for \$1.
5. For more information on the NorthStar project, please see attached Council report dated 7/5/11.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.): This business development project clearly supports Goal #2 since it will result in the creation of new jobs and will leverage new private investment.

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**
Moly-99 is currently not produced in the U.S., therefore being able to source domestically, less energy will be required for shipping.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
Current production processes for Moly-99 uses uranium as a source material and that is costly and long lasting. NorthStar's technology uses a stable non-radioactive isotope that is easily handled and disposed of.
- **Reduce dependence on activities that harm life sustaining eco-systems**
The proposed development will not impact wetlands or sensitive wildlife.
- **Meet the hierarchy of present and future human needs fairly and efficiently**
The project achieves this by creating good paying jobs. The project will also be developed in an existing industrial park and therefore will not contribute to urban sprawl and no new public infrastructure will need to be extended.

Action required/Recommendation: Staff recommends approval of the resolution.

Fiscal Note/Budget Impact: The project will add increment to TID #10, which is already cash flowing positively.

CITY OF БЕЛОIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution authorizing the City Manager to enter into a development agreement with NorthStar Medical Radioisotopes, LLC.

Date: 7/5/11

Presenter(s): Andrew Janke

Department(s): Economic Development

Overview/Background Information: NorthStar Medical Radioisotopes, LLC. (NorthStar) is proposing to develop a production facility in Beloit that utilizes Linear Accelerators to produce isotopes that are used in diagnostic medical imaging. This proprietary technology developed by the company allows for the first domestic production of molybdenum-99 (Moly-99) an isotope used to support 50,000 diagnostic procedures each day in the United States. NorthStar's process utilizes a stable non-radioactive isotope as a source material. Compared to current processes that use uranium, the NorthStar process produces significantly less waste by-products which can be easily handled and disposed of. As there is no reactor or highly radioactive material used in the process, it will be licensed by the Wisconsin DNR. The project involves the construction of an 82,000 square foot production facility on an M-1 zoned site west of Gateway Boulevard and south of Eagles Ridge Drive just north of the Gateway Business Park. The facility will include a 30,000 square foot Laboratory/Office and up to 14 LINAC facilities each containing four Linear Accelerators. A key component to the selection of the site was that Alliant Energy will be constructing a new electrical power sub-station immediately to the north of the site. This will ensure a source of affordable and reliable electrical power. The company will be investing \$194 million into the facility and they hope to break ground by mid-2012 and begin production by 2013. The company plans to create over 150 jobs by 2016. Job positions are mostly highly specialized, filled by scientists and engineers. Other positions being filled are in accounting, customer service, sales, material-handling, and shipping, among others. The State of Wisconsin and the City of Beloit were both involved in offering incentive packages that include:

Key Issues (maximum of 5):

1. The City has offered a TID #10 financed "Pay As You Go" Direct Developer Incentive. This incentive will be for 35% of NorthStar's annual increment paid into the TIF District and will be paid out in annual installments over the course of ten years. If the district terminates prior to the tenth payment being made, up to three payments may be made in its final year.
2. The City is also offering a TID #10 financed \$50,000 training grant.
3. The City will purchase 19.9 acres from Turtle Creek Development and 13 acres from MLG/BRC to create the 33 acre Project Site. Purchase price for both properties will not exceed \$900,000. The property will then be conveyed to NorthStar for \$1.
4. The state has agreed to support the project by establishing the project site as an Enterprise Zone which would support a Wisconsin Income Tax Credit allocation of up to \$14 million dollars.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.): This business development project clearly supports Goal #2 since it will result in the creation of new jobs and will leverage new private investment.

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**
As Moly-99 is currently not produced in the U.S. therefore being able to source domestically less energy will be required for shipping.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
Current production processes for Moly-99 uses uranium as a source material and that is costly and long lasting. NorthStar's technology uses a stable non-radioactive isotope that is easily handled and disposed of.

- **Reduce dependence on activities that harm life sustaining eco-systems**

The proposed development will not impact wetlands or sensitive wildlife.

- **Meet the hierarchy of present and future human needs fairly and efficiently**

The project achieves this by creating good paying jobs. The project will also be developed in an existing industrial park and therefore will not contribute to urban sprawl and no new public infrastructure will need to be extended.

Action required/Recommendation: Staff recommends approval of the resolution.

Fiscal Note/Budget Impact: The project will add increment to TID # 10 which is already cash flowing positively.

**RESOLUTION AUTHORIZING THE CITY'S
ACQUISITION OF 13.14 ACRES OF LAND
OWNED BY MLG/BRC BELOIT LLC
FOR NORTHSTAR PROJECT**

WHEREAS, on July 5, 2011 the Beloit City Council approved a resolution authorizing the City Manager of the City of Beloit to enter into a Development Agreement with NorthStar Medical Radioisotopes, LLC ("NorthStar"); and

WHEREAS, said Development Agreement between NorthStar Medical Radioisotopes, LLC and the City of Beloit ("City") was entered into on July 6, 2011; and

WHEREAS, NorthStar desires to construct a facility to operate a linear particle accelerator in the City; and

WHEREAS, NorthStar and the City have identified two contiguous parcels of land which are suitable for the construction of said facility; and

WHEREAS, one of the parcels is owned by MLG/BRC Beloit LLC and consists of approximately 13.14 acres and is described on Exhibit 1 of the attached Vacant Land Offer to Purchase; and

WHEREAS, it is necessary that the City Manager be authorized to enter into the attached Vacant Land Offer to Purchase agreement in order to fulfill the terms and conditions of said Development Agreement; and

WHEREAS, the Beloit City Council finds that the attached Vacant Land Offer to Purchase agreement will accomplish said purposes.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Beloit be, and he is hereby, authorized to execute the attached Vacant Land Offer to Purchase on behalf of the City of Beloit.

BE IT FURTHER RESOLVED that the City Manager be, and he is hereby, authorized to execute any additional documents necessary to carry out the terms and conditions thereof.

Adopted this 19th day of September, 2011.

City Council of the City of Beloit

Kevin D. Leavy, President

Attest:

Rebecca S. Houseman, City Clerk

tdh\resolution\MLG BRC OTP=res=110912 1522 (10-1169 NorthStar)

Topic: Resolution amending the 2011 capital improvement budget to reflect the inclusion of the payment of earnest money for the purchase of the NorthStar Radioisotopes, LLC project site and resolutions to authorize the City's acquisition of approximately 33 acres of land from MLG/BRC Beloit LLC and Turtle Creek Development LLC for the NorthStar Project.

Date: 9/19/11

Presenter(s): Andrew Janke

Department(s): Economic Development

Overview/Background Information: On July 7, 2011, the City of Beloit approved a Development Agreement with NorthStar Radioisotopes that included the provision that the City would assemble and convey the 33 acre project site for NorthStar's planned development project that will leverage \$194 million in private investment and create 150 jobs by 2016. The City has negotiated Offers to Purchase with Turtle Creek Development and MLG/BRC who are the current owners of the project site. Those Offers to Purchase include the payment of non-refundable earnest money in the amount of \$25,000 to both parties at the time of execution and an additional \$25,000 payment to MLG/BRC by 12/31/2011.

Key Issues (maximum of 5):

1. Total cost to purchase both properties will not exceed \$900,000.
2. The City will purchase 13 acres from MLG/BRC.
3. The City will purchase 19.9 acres from Turtle Creek Development.
4. The City will convey the project site to NorthStar for \$1.
5. For more information on the NorthStar project, please see attached Council report dated 7/5/11.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.): This business development project clearly supports Goal #2 since it will result in the creation of new jobs and will leverage new private investment.

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**
Moly-99 is currently not produced in the U.S., therefore being able to source domestically, less energy will be required for shipping.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
Current production processes for Moly-99 uses uranium as a source material and that is costly and long lasting. NorthStar's technology uses a stable non-radioactive isotope that is easily handled and disposed of.
- **Reduce dependence on activities that harm life sustaining eco-systems**
The proposed development will not impact wetlands or sensitive wildlife.
- **Meet the hierarchy of present and future human needs fairly and efficiently**
The project achieves this by creating good paying jobs. The project will also be developed in an existing industrial park and therefore will not contribute to urban sprawl and no new public infrastructure will need to be extended.

Action required/Recommendation: Staff recommends approval of the resolution.

Fiscal Note/Budget Impact: The project will add increment to TID #10, which is already cash flowing positively.

VACANT LAND OFFER TO PURCHASE

1 DRAFTING THIS OFFER ON _____ [DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) ~~STRIKE TWO~~

2 GENERAL PROVISIONS The Buyer, the City of Beloit, a Wisconsin municipal corporation,
3 offers to purchase the Property known as [Street Address] (See Attached Exhibit 1)

4 _____ in the City of Beloit _____, County of Rock
5 Wisconsin, (insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 PURCHASE PRICE: Three Hundred Ninety Thousand _____
7 _____ Dollars (\$ 390,000.00)

8 EARNEST MONEY of \$ 0.00 _____ accompanies this Offer and earnest money of \$ 25,000.00
9 will be paid within 10 days of acceptance.

10 THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

11 ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE: Seller shall include in the purchase price and transfer, free and clear of
12 encumbrances, all fixtures, as defined in lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,
13 and the following additional items: None.

14 ITEMS NOT INCLUDED IN THE PURCHASE PRICE: None.

15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part
16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden
18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

19 ZONING: Seller represents that the Property is zoned M-1

20 ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on
21 separate but identical copies of the Offer. CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider
22 whether short term deadlines running from acceptance Provide adequate time for both binding acceptance and performance.

23 BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or
24 before (See Additional Provisions) CAUTION: This Offer maybe withdrawn prior to delivery of the accepted Offer.

25 DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices
26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with
28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),
29 for delivery to the Party's delivery address at lines 31 or 33.

30 Seller's recipient for delivery (optional): MLG Commercial, LLC Attn: Andrew C. Teske

31 Seller's delivery address: 13400 Bishop's Lane, Suite 100, Brookfield, WI 53005

32 Buyer's recipient for delivery (optional): Andrew Janke

33 Buyer's delivery address: 100 State Street, Beloit, WI 53511

34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

35 (3) By fax transmission of the document or written notice to the following telephone number:

36 Buyer: () Seller: (262) 797-8940

37 OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines
38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. Caution: Consider an agreement
39 which addresses responsibility for clearing the Property of personal property and debris, if applicable.

40 LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said
41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~
42 lease(s), if any, are _____

43 PLACE OF CLOSING This transaction is to be closed at the place designated by Buyer's mortgagee or Seller's Title Company
44 no later than (See Add Prov.) _____ unless another date or place is agreed to in writing.

45 CLOSING PRORATIONS The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,
46 property owner's association assessments, fuel and none other _____

47 _____ Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.

48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on
49 the net general real estate taxes for the preceding year) (_____)

50 _____) ~~STRIKE AND COMPLETE AS APPLICABLE~~

51 CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending
52 reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.

53 PROPERTY CONDITION PROVISIONS

54 PROPERTY CONDITION REPRESENTATIONS: Seller represents to Buyer that as of the date of acceptance Seller has no notice
55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition

56 Report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer
57 by reference ~~COMPLETE DATE OR STRIKE AS APPLICABLE~~ and attached Addendum A.

58 _____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT

59 A "condition affecting the Property or transaction" is defined as follows:

- 60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
- 61 ~~or the present use of the Property;~~
- 62 ~~(b) completed or pending reassessment of the Property for property tax purposes;~~
- 63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
- 64 ~~(d) any land division involving the subject Property, for which required state or local approvals had not been obtained;~~
- 65 ~~(e) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;~~
- 66 ~~(f) conditions constituting a significant health or safety hazard for occupants of Property;~~
- 67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to
- 68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**
- 69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
- 70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 71 ~~(i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;~~
- 72 ~~(j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation~~
- 73 ~~Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest Conservation Reserve or comparable program;~~
- 74 ~~(k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal~~
- 75 ~~fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;~~
- 76 ~~(l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;~~
- 77 ~~(m) cisterns or septic tanks on the Property which are currently not servicing the Property;~~
- 78 ~~(n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited~~
- 79 ~~to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or~~
- 80 ~~hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;~~
- 81 ~~(o) a lack of legal vehicular access to the Property from public roads;~~
- 82 ~~(p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program, (Wis. Stats. §04.73.)~~
- 83 ~~(q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or~~
- 84 ~~reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence~~

85 v **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges, that any land dimensions, total square footage/acreage figures,
86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other
87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**
88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**

89 v **ISSUES RELATED TO PROPERTY DEVELOPMENT: WARNING:** If Buyer contemplates developing Property or a use other than the
90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning
91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should
92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special
93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need
94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies
95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in
96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed
97 in these contingencies.

98 v **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections
99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection
100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original
101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation
102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,
103 which are hereby authorized.

104 v **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory
106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or
107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose
108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of
109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests
110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 v **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall
112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for
113 changes approved by Buyer.

114 v **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or
115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior
116 to closing, the Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair
117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall
118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this
119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards
120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a
121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

122 **FENCES** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal
123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**
124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

125 **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated
126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered
127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt
128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving
129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.
130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36).**
131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies
132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 **PROPERTY ADDRESS:** (See Attached Exhibit 1)

134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)
135 date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer ~~except:~~

136 _____, If "Time is of the Essence"
137 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does
138 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines
141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal
142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries
143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are
144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the
145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148-162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**
147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____

149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this
150 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
151 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____.
152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private
153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed
154 _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing
155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted
156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain
157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

158 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

159 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall
160 be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum
161 interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted
162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and
164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other
165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan
166 commitment at line 149. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall
167 satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. **CAUTION: BUYER, BUYER'S LENDER**
168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**
169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller
171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
173 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies
174 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then
175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this
176 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall
177 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness
178 for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1) Additional Legal Description: See Exhibit 1 attached hereto and made
180 part of this Offer. 2) Referencing Lines 23-24: Binding Acceptance: This Offer is binding upon both Parties only if a
181 copy of the accepted Offer is delivered to Buyer on or before 16 days from date of Buyer's execution hereof. 3) _____
182 Referencing Lines 43-44: This transaction shall be closed pursuant to the terms of Addendum A attached hereto.

183 _____
184 _____
185 _____
186 _____
187 _____

188 **ADDENDA:** The attached Addendum A and Exhibit 1 is/are made part of this Offer.

189 **TITLE EVIDENCE**

190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other
191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and
192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
193 restrictions and covenants, general taxes levied in the year of closing and any other easements granted to the City of Beloit
194 in connection with the construction of Gateway Boulevard.

195 _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title
196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 v **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
 199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**
 200 v **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

207 v **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by
 208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
 209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
 210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended
 211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does
 212 not extinguish Seller's obligations to give merchantable title to Buyer.

213 v **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be paid
 214 by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**
 215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-
 216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,
 217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street
 218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

219 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 220 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of
 221 the Parties to this Offer and their successors in interest.

222 **DEFAULT**

223 Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or
 225 other legal remedies.

226 If Buyer defaults, Seller may:

- 227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return
 229 the earnest money and have the option to sue for actual damages.

230 If Seller defaults, Buyer may:

- 231 (1) sue for specific performance; or
- 232 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

233 In Addition, the Parties may seek any other remedies available in law or equity.

234 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 235 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of
 236 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes
 237 covered by the arbitration agreement.

238 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**
 239 **THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT**
 240 **ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR**
 241 **HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

242 **EARNEST MONEY**

243 v **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent
 244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**
 246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

247 v **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance
 248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest
 249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer
 251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has
 252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by
 253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the
 254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.
 255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the
 256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

257 v **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
 258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)
 259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's
 260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
 261 all earnest money disputes arising out of the sale of residential property with 1 - 4 dwelling units and certain other earnest money disputes.
 262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties
 263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or
 264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**
 265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**
 266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**
 267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

268 PROPERTY ADDRESS: (See Attached Exhibit 1)

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271 PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: See attached Addendum A

272 This Offer is contingent upon Buyer obtaining the following:

273 Written evidence at (Buyer's) (Seller's) STRIKE ONE expense from a qualified soils expert that the Property is free of any subsoil
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275 Written evidence at (Buyer's) (Seller's) STRIKE ONE expense from a certified soils tester or other qualified expert that indicates that
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private
277 septic system for: _____ [insert proposed use of Property; e.g., three

278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281 Copies at (Buyer's) (Seller's) STRIKE ONE expense of all public and private easements, covenants and restrictions affecting the
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
283 the costs of the proposed use or development identified at lines 271 to 272.

284 Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance
285 of such permits, approvals and licenses at (Buyer's) (Sellers) STRIKE ONE expense for the following items related to the proposed
286 development _____

287 Written evidence at (Buyer's) (Seller's) STRIKE ONE expense that the following utility connections are located as follows (e.g.,
288 on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer
289 _____; water _____; telephone _____; other _____

290 This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
292 specific item included in Buyer's notice cannot be satisfied.

293 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE a map of the Property prepared
294 by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Sellers) STRIKE ONE expense. The map shall identify the legal
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
296 if any, and: _____

297 STRIKE AND COMPLETE AS APPLICABLE Additional map features
298 which may be added include, but are not limited to: specifying how current the map must be, staking of all corners of the Property; identifying
299 dedicated and apparent streets, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost
300 and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304 INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at
305 Buyers expense, of the Property and _____
306 _____ which discloses no defects as defined below. This contingency shall be deemed satisfied

307 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and
309 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**

310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include
314 conditions the nature and extent of which Buyer has actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on _____ [date] by [Licensee and Firm] _____

39-6005397

316 (X) _____
317 Buyer's Signature Print Name Here: City of Beloit, Wisconsin Social Security No. or FEIN _____ Date _____

318 (X) _____
319 Buyer's Signature Print Name Here: By: Larry N. Arft, City Manager Social Security No. or FEIN _____ Date _____

320 EARNEST MONEY RECEIPT _____ acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)
321 _____ (By) _____

322 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND
323 THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH
324 HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

325 (X) _____
326 Seller's Signature Print Name Here: MLG/BRC Beloit LLC Social Security No. or FEIN _____ Date _____

327 (X) _____
328 Seller's Signature Print Name Here: by: MLG Investments 2000, LLC Social Security No. or FEIN _____ Date _____

329 This Offer was presented to Seller by _____ on _____, _____ at _____ a.m./p.m.

330 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter] _____
331 _____ Seller Initials _____ Date _____ Seller Initials _____ Date _____

ADDENDUM A
TO WB-13 VACANT LAND OFFER TO PURCHASE

by and between
The City of Beloit, Wisconsin ("Buyer")
and
MLG/BRC Beloit LLC ("Seller")

This Addendum is attached to, and made a part of, the WB-13 Vacant Land Offer to Purchase ("Offer") dated the _____ day of September, 2011, submitted by the City of Beloit, Wisconsin ("Buyer") for real estate located in the City of Beloit, Rock County, Wisconsin, as described in the Offer. The terms of this Addendum shall supersede any conflicting provisions in the Offer.

1. Description of Property. The property consists of approximately 13 acres of land located in the City of Beloit, Rock County, Wisconsin, as described on Exhibit 1 attached hereto (the "Property"). The legal description of the Property will be provided in a Certified Survey Map ("CSM") to be prepared by Buyer (at Buyer's expense) and approved by Seller.

The Property is zoned M-1, general manufacturing district.

2. Closing Prorations. Notwithstanding anything in the Offer to the contrary, if the Property has not been separately assessed for tax purposes, then (1) net general real estate taxes shall be prorated based upon an estimated tax which shall be calculated by multiplying the purchase price by the adjusted mill rate for the previous year and (2) Seller shall receive a credit at closing for Buyer's share of the estimated tax and shall be responsible for paying the actual taxes for the year of closing when due.

3. Municipal and Utility Services. Buyer is familiar with the Property, including the availability of sanitary sewer, water, storm sewer, and other utility services (the "Utilities"). Buyer acknowledges that Seller makes no representation or warranty to Buyer regarding the Utilities or any related easements, and at closing Buyer accepts the location of all utilities and utility easements.

4. Property Condition Provisions (Site Grade). The City of Beloit may have performed some limited rough grading on the Property as needed for installation of roads and municipal utilities. Buyer will be responsible for any additional finished grading work on the Property. Buyer will have an opportunity during the Review Period described below to obtain any site grading and subsoil information that the Buyer deems relevant and material to Buyer's decision to purchase the Property. Buyer is aware that the Property was formerly a farm and that the topsoil may be deeper than 12" in some areas. Upon closing its acquisition of the Property, Buyer accepts the grade and subsoil condition of the Property as it exists on the day of closing.

5. Access to Property. Seller agrees to grant access to Buyer, its consultants, architects, engineers, contractors and agents at all reasonable times for inspection and testing, all at Buyer's expense. Buyer shall not permit any liens to attach to the Property by reason of such activities. Buyer shall maintain liability insurance for all such activities on the Property. Buyer shall not interfere with infrastructure construction activities. To the extent Buyer may disturb

any of the surface or subsurface of the land in connection with the foregoing, such shall be restored to substantially its previous condition at the sole expense of Buyer. Buyer further indemnifies and agrees to hold Seller harmless from and against any and all claims or liabilities arising from the activities on the Property of Buyer and Buyer's agents. Seller agrees that Buyer may grant similar site access to NorthStar Medical Radioisotopes, LLC, or its consultants, architects, engineers, contractors and agents in identical fashion as provided for herein, and Buyer agrees that all of the terms and conditions herein shall remain the Buyer's obligation as to any such access exercised by or on behalf of NorthStar.

6. Litigation. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to court costs and reasonable attorneys' fees from the unsuccessful party.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by all parties. Buyer acknowledges that Buyer has not relied upon, and will not rely upon, any representations or warranties made by Seller or Seller's agents unless such representations or warranties are expressly set forth in this Agreement.

8. Binding Effect. Buyer may assign its rights under this Offer only with the prior written consent of Seller, which Seller may withhold in Seller's sole discretion. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representative, successors and permitted assigns.

9. Disclosure. As required by law, Buyer is hereby advised that (a) some of the owners of Seller are also owners of MLG Commercial, LLC, a real estate brokerage firm ("MLGC"); (b) Seller will pay MLGC a commission in connection with the sale of the Property described in this Offer; and (c) owners of Seller are licensed real estate brokers and/or salespersons.

10. Impact Fees/Future Assessments. Buyer shall be responsible for any municipal "impact" fees and utility reserve capacity assessments and hookup charges that may be required by the City of Beloit or applicable utility provider in connection with Buyer's proposed use of the Property. Buyer acknowledges that such fees, assessments and/or charges may be payable by Buyer prior to issuance of a building permit by the City.

11. Buyer shall have until December 31, 2011 (the "Closing Deadline") to close this transaction; otherwise, this Offer shall terminate. Buyer shall have the right to extend the Closing Deadline until July 1, 2012 by giving written notice of extension to Seller on or before December 31, 2011 together with an additional nonrefundable earnest money deposit of \$25,000. Buyer shall have the right to further extend the Closing Deadline until September 30, 2012 by giving written notice of extension to Seller on or before July 1, 2012 together with an additional nonrefundable earnest money deposit of \$25,000. All earnest money payments shall be credited against the purchase price at closing. All earnest money deposits (including the initial \$25,000 to be paid within 10 days after acceptance of this Offer) shall belong to Seller upon payment, and Seller shall have the unconditional use of all earnest money from the date of payment. If this Offer is terminated, Seller shall have the right to retain all earnest money deposits as liquidated damages. Should the Buyer choose to terminate this Agreement at any time, Buyer shall have the right to do so by sending written notice of termination to Seller.

12. The Seller shall fully cooperate with the preparation of the CSM contemplated hereunder and shall promptly execute any and all documents necessary for the completion of said CSM. The parties agree that the CSM shall not be recorded until immediately after the closing of this transaction, although the parties recognize that the CSM will need to be prepared prior to said closing. The parties also acknowledge that NorthStar will be pursuing various site approvals prior to the closing of this transaction, and the Seller agrees to fully cooperate with such site approvals, including, without limit, executing any necessary consents therefore. Notwithstanding anything in this Offer to the contrary, Seller shall not be required to consent to any dedication of public right-of-way across the Property prior to closing; any such dedication shall be accomplished by recording of the CSM, which shall not occur until after closing.

BUYER:

City of Beloit, Wisconsin

By: _____
Larry N. Arft, City Manager

Date: _____

SELLER:

MLG/BRC Beloit LLC
By: MLG Real Estate 2000 LLC

By: _____

Date: _____

Name: _____

Title: _____

EXHIBIT 1
TO ADDENDUM "A"
TO VACANT LAND OFFER TO PURCHASE

DESCRIPTION OF MLG/BRC BELOIT LLC PARCEL

It is intended that the parcel to be conveyed by MLG/BRC Beloit LLC to the City of Beloit be as shown on the attached Drawing 1 and the green slashed portion of Drawing 2 identified as proposed site area 2 (including the solid yellow triangular portion therein easterly of the westerly boundary of site area 2) containing a triangular parcel 13 acres, more or less.

The exact legal description is to be determined by a Certified Survey Map (CSM) and the parcel is tentatively described as being:

That part of the SW (southwest) $\frac{1}{4}$ of the NE (northeast) $\frac{1}{4}$ and that part of the NW (northwest) $\frac{1}{4}$ of the NE (northeast) $\frac{1}{4}$ of Section 28, T1N, R13E, lying northwest of the northwesterly boundary of Gateway Boulevard and south of the southerly boundary of the Union Pacific railroad right of way located in the City of Beloit, Rock County, Wisconsin.

I 43 SB I 43 NB

13.14
Acres
approx.

GATEWAY BLVD

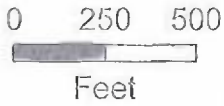
EAGLES RIDGE DR

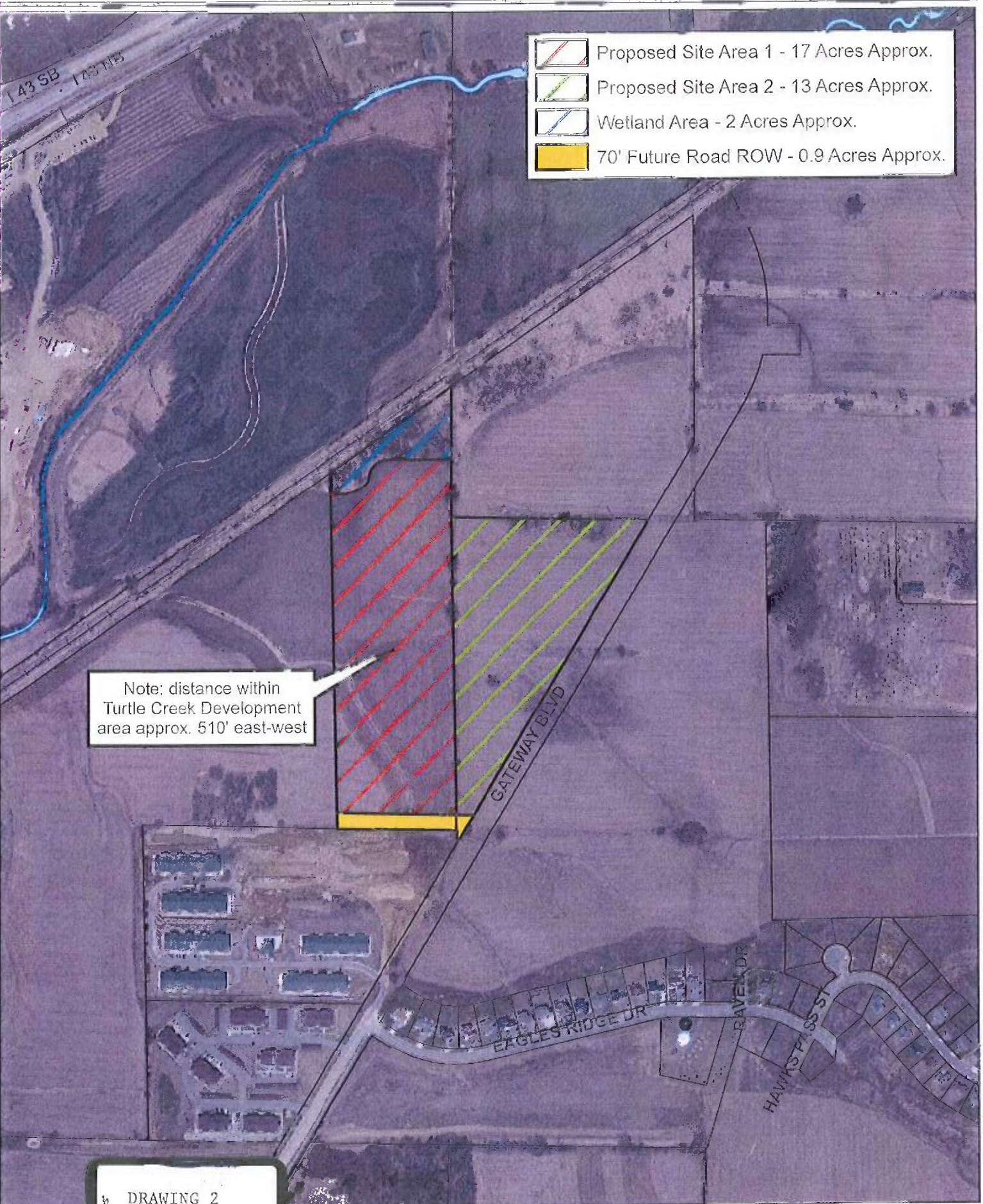
RAVEN DR

HAWKSPASS

DRAWING 1

MLG Site





-  Proposed Site Area 1 - 17 Acres Approx.
-  Proposed Site Area 2 - 13 Acres Approx.
-  Wetland Area - 2 Acres Approx.
-  70' Future Road ROW - 0.9 Acres Approx.

Note: distance within Turtle Creek Development area approx. 510' east-west

DRAWING 2



Turtle Creek/MLG Site

**RESOLUTION AUTHORIZING THE CITY'S
ACQUISITION OF 19.9 ACRES OF LAND
OWNED BY TURTLE CREEK DEVELOPMENT LLC
FOR NORTHSTAR PROJECT**

WHEREAS, on July 5, 2011 the Beloit City Council approved a resolution authorizing the City Manager of the City of Beloit to enter into a Development Agreement with NorthStar Medical Radioisotopes, LLC ("NorthStar"); and

WHEREAS, said Development Agreement between NorthStar Medical Radioisotopes, LLC and the City of Beloit ("City") was entered into on July 6, 2011; and

WHEREAS, NorthStar desires to construct a facility to operate a linear particle accelerator in the City; and

WHEREAS, NorthStar and the City have identified two contiguous parcels of land which are suitable for the construction of said facility; and

WHEREAS, one of the parcels is owned by Turtle Creek Development LLC and consists of approximately 19.9 acres and is described on Exhibit 1 of the attached Vacant Land Offer to Purchase; and

WHEREAS, it is necessary that the City Manager be authorized to enter into the attached Vacant Land Offer to Purchase agreement in order to fulfill the terms and conditions of said Development Agreement; and

WHEREAS, the Beloit City Council finds that the attached Vacant Land Offer to Purchase agreement will accomplish said purposes.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Beloit be, and he is hereby, authorized to execute the attached Vacant Land Offer to Purchase on behalf of the City of Beloit.

BE IT FURTHER RESOLVED that the City Manager be, and he is hereby, authorized to execute any additional documents necessary to carry out the terms and conditions thereof.

Adopted this 19th day of September, 2011.

City Council of the City of Beloit

Kevin D. Leavy, President

Attest:

Rebecca S. Houseman, City Clerk

tdh\resolution\Turtle Creek OTP=res=110912 1517 (10-1169 NorthStar)

Topic: Resolution amending the 2011 capital improvement budget to reflect the inclusion of the payment of earnest money for the purchase of the NorthStar Radioisotopes, LLC project site and resolutions to authorize the City's acquisition of approximately 33 acres of land from MLG/BRC Beloit LLC and Turtle Creek Development LLC for the NorthStar Project.

Date: 9/19/11

Presenter(s): Andrew Janke

Department(s): Economic Development

Overview/Background Information: On July 7, 2011, the City of Beloit approved a Development Agreement with NorthStar Radioisotopes that included the provision that the City would assemble and convey the 33 acre project site for NorthStar's planned development project that will leverage \$194 million in private investment and create 150 jobs by 2016. The City has negotiated Offers to Purchase with Turtle Creek Development and MLG/BRC who are the current owners of the project site. Those Offers to Purchase include the payment of non-refundable earnest money in the amount of \$25,000 to both parties at the time of execution and an additional \$25,000 payment to MLG/BRC by 12/31/2011.

Key Issues (maximum of 5):

1. Total cost to purchase both properties will not exceed \$900,000.
2. The City will purchase 13 acres from MLG/BRC.
3. The City will purchase 19.9 acres from Turtle Creek Development.
4. The City will convey the project site to NorthStar for \$1.
5. For more information on the NorthStar project, please see attached Council report dated 7/5/11.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.): This business development project clearly supports Goal #2 since it will result in the creation of new jobs and will leverage new private investment.

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**
Moly-99 is currently not produced in the U.S., therefore being able to source domestically, less energy will be required for shipping.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
Current production processes for Moly-99 uses uranium as a source material and that is costly and long lasting. NorthStar's technology uses a stable non-radioactive isotope that is easily handled and disposed of.
- **Reduce dependence on activities that harm life sustaining eco-systems**
The proposed development will not impact wetlands or sensitive wildlife.
- **Meet the hierarchy of present and future human needs fairly and efficiently**
The project achieves this by creating good paying jobs. The project will also be developed in an existing industrial park and therefore will not contribute to urban sprawl and no new public infrastructure will need to be extended.

Action required/Recommendation: Staff recommends approval of the resolution.

Fiscal Note/Budget Impact: The project will add increment to TID #10, which is already cash flowing positively.

VACANT LAND OFFER TO PURCHASE

1 DRAFTING THIS OFFER ON _____ (DATE) IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) ~~STRIKE TWO~~

2 **GENERAL PROVISIONS** The Buyer, the City of Beloit, a Wisconsin municipal corporation,
3 offers to purchase the Property known as [Street Address] (See Attached Exhibit 1)

4 _____ in the City of Beloit, County of Rock
5 Wisconsin, (insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 vPURCHASE PRICE: Five Hundred Ten Thousand and 00/100-----
7 ----- Dollars (\$ 510,000.00)

8 vEARNEST MONEY of \$ 0.00 accompanies this Offer and earnest money of \$ 25,000.00
9 will be paid within 10 days of acceptance.

10 vTHE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

11 v ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE: Seller shall include in the purchase price and transfer, free and clear of
12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,
13 and the following additional items: None.

14 vITEMS NOT INCLUDED IN THE PURCHASE PRICE: None.

15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part
16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden
18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

19 vZONING: Seller represents that the Property is zoned M-1

20 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on
21 separate but identical copies of the Offer. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider**
22 **whether short term deadlines running from acceptance Provide adequate time for both binding acceptance and performance.**

23 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or
24 before (See Additional Provisions). **CAUTION: This Offer maybe withdrawn prior to delivery of the accepted Offer.**

25 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices
26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with
28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),
29 for delivery to the Party's delivery address at lines 31 or 33.

30 Seller's recipient for delivery (optional): Turtle Creek Development LLC Attn: Rob Gerbitz

31 Seller's delivery address: 655 Third Street, Suite 301, Beloit, WI 53511

32 Buyer's recipient for delivery (optional): _____

33 Buyer's delivery address: _____

34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

35 (3) By fax transmission of the document or written notice to the following telephone number:

36 Buyer: (_____) _____ Seller: (608) 364-0172

37 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines
38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. **Caution: Consider an agreement**
39 **which addresses responsibility for clearing the Property of personal property and debris, if applicable.**

40 ~~**LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said~~
41 ~~lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~~~
42 ~~lease(s), if any, are~~

43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by ~~Buyer's mortgagee or~~ Buyer
44 _____ no later than (See Add Prov.) unless another date or place is agreed to in writing.

45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,
46 property owner's association assessments, fuel and none other

47 _____. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.

48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on
49 the net general real estate taxes for the preceding year) (_____)

50 _____). ~~STRIKE AND COMPLETE AS APPLICABLE~~

51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**
52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

53 **PROPERTY CONDITION PROVISIONS**

54 v **PROPERTY CONDITION REPRESENTATIONS.** Seller represents to Buyer that as of the date of acceptance Seller has no notice
55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in ~~Seller's Real Estate Condition~~
56 ~~Report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer~~
57 ~~by reference. ~~COMPLETE DATE OR STRIKE AS APPLICABLE~~ and attached Addendum A.~~

58 INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT.

- 59 A "condition affecting the Property or transaction" is defined as follows:
- 60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
 - 61 ~~or the present use of the Property;~~
 - 62 ~~(b) completed or pending reassessment of the Property for property tax purposes;~~
 - 63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
 - 64 ~~(d) any land division involving the subject Property, for which required state or local approvals had not been obtained;~~
 - 65 ~~(e) any portion of the Property being in a 100-year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;~~
 - 66 ~~(f) conditions constituting a significant health or safety hazard for occupants of Property;~~
 - 67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to
 - 68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**
 - 69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
 - 70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
 - 71 ~~(i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;~~
 - 72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation
 - 73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest Conservation Reserve or comparable program;
 - 74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal
 - 75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
 - 76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
 - 77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;
 - 78 (n) subsurface conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited to,
 - 79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or
 - 80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
 - 81 (o) a lack of legal vehicular access to the Property from public roads;
 - 82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)
 - 83 (q) ~~other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or~~
 - 84 ~~reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.~~

85 v **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges, that any land dimensions, total square footage/acreage figures,

86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other

87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**

88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**

89 v **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property or a use other than the

90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning

91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should

92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special

93 assessments, charges for installation of roads or utilities, environmental audits, subsurface tests, or other development related fees may need

94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies

95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in

96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed

97 in these contingencies.

98 v **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections

99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection

100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original

101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation

102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,

103 which are hereby authorized.

104 v **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory

106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or

107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose

108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of

109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests

110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 v **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall

112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for

113 changes approved by Buyer.

114 v **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or

115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior

116 to closing, the Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair

117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall

118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this

119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards

120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a

121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

122 **FENCES** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal

123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**

124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

125 **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated

126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered

127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt

128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving

129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.

130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36).**

131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies

132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 **PROPERTY ADDRESS:** (See Attached Exhibit 1)
134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)
135 date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except _____
136 _____

137 If "Time is of the Essence"
138 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does
139 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines
141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal
142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries
143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are
144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the
145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148-162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**
147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____
149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this
150 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
151 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____.
152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private
153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed
154 _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing
155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted
156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain
157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

158 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

159 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall
160 be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum
161 interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted
162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and
164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other
165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan
166 commitment at line 149. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall
167 satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. **CAUTION: BUYER, BUYER'S LENDER**
168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**
169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller
171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
173 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies
174 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then
175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this
176 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall
177 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness
178 for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1) Additional Legal Description: See Exhibit 1 attached hereto and made
180 part of this Offer. 2) Referencing Lines 23-24: Binding Acceptance: This Offer is binding upon both Parties only if a
181 copy of the accepted Offer is delivered to Buyer on or before 16 days from date of Buyer's execution hereof. 3)
182 Referencing Lines 43-44: This transaction shall be closed pursuant to the terms of Addendum A attached hereto. 4)
183 Continued from line 195: other easements granted to the City of Beloit in connection with the construction of Gateway
184 Boulevard.

188 **ADDENDA:** The attached Addendum A, Exhibit 1 and Exhibit 2 is/are made part of this Offer.

189 **TITLE EVIDENCE**
190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other
191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and
192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
193 restrictions and covenants, general taxes levied in the year of closing and Protective Covenants for The Gateway Business
194 Park and Side Agreement Regarding Protective Covenants recorded as Document No. 1644852 and any
195 (continued at line 183) (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title
196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 v **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
 199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

200 v **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

207 v **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by
 208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
 209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
 210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended
 211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does
 212 not extinguish Seller's obligations to give merchantable title to Buyer.

213 v **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be
 214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**
 215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-
 216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,
 217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street
 218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

219 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 220 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of
 221 the Parties to this Offer and their successors in interest.

222 **DEFAULT**

223 Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or
 225 other legal remedies.

226 If Buyer defaults, Seller may:

- 227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return
 229 the earnest money and have the option to sue for actual damages.

230 If Seller defaults, Buyer may:

- 231 (1) sue for specific performance; or
- 232 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

233 In Addition, the Parties may seek any other remedies available in law or equity.

234 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 235 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of
 236 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes
 237 covered by the arbitration agreement.

238 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**
 239 **THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT**
 240 **ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR**
 241 **HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

242 **EARNEST MONEY**

243 v **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent
 244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**
 246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

247 v **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance
 248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest
 249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer
 251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has
 252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by
 253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the
 254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.
 255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the
 256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

257 v **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
 258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)
 259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's
 260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
 261 all earnest money disputes arising out of the sale of residential property with 1 - 4 dwelling units and certain other earnest money disputes.
 262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties
 263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or
 264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**
 265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**
 266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**
 267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

268 PROPERTY ADDRESS: (See Attached Exhibit 1)

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271 PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: See attached Addendum A
272 ~~This Offer is contingent upon Buyer obtaining the following:~~

273 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a qualified soils expert that the Property is free of any subsoil
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a certified soils tester or other qualified expert that indicates that
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private
277 septic system for: _____ [insert proposed use of Property; e.g., three

278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281 Copies at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense of all public and private easements, covenants and restrictions affecting the
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
283 the costs of the proposed use or development identified at lines 271 to 272.

284 Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance
285 of such permits, approvals and licenses at (Buyer's) (Sellers) ~~STRIKE ONE~~ expense for the following items related to the proposed
286 development _____

287 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense that the following utility connections are located as follows (e.g.,
288 on the Property, at the lot line across the street, etc.): electricity _____ ; gas _____ ; sewer
289 _____ ; water _____ ; telephone _____ ; other _____

290 This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
292 specific item included in Buyer's notice cannot be satisfied.

293 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ a map of the Property prepared
294 by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Sellers) ~~STRIKE ONE~~ expense. The map shall identify the legal
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
296 if any, and: _____

297 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying
299 dedicated and apparent streets, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost
300 and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304 INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at
305 Buyers expense, of the Property and _____
306 _____ which discloses no defects as defined below. This contingency shall be deemed satisfied

307 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and
309 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**

310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. ~~Defects do not include
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.~~

315 This Offer was drafted on _____ [date] by [Licensee and Firm] Thomas R. Casper, City Attorney
CITY OF BELOIT: 39-6005397

316 (X) _____
317 Buyer's Signature Print Name Here: **By: Larry N. Arft, City Manager** Social Security No. or FEIN _____ Date _____

318 (X) _____
319 Buyer's Signature Print Name Here: _____ Social Security No. or FEIN _____ Date _____

320 EARNEST MONEY RECEIPT _____ acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)
321 _____ (By) _____

322 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND
323 THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH
324 HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

325 (X) TURTLE CREEK DEVELOPMENT LLC, by all of its members,
326 Seller's Signature Print Name Here: **By: Diane Hendricks, Its Member** Social Security No. or FEIN _____ Date _____

327 (X) _____
328 Seller's Signature Print Name Here: **By: John Patch, Its Member** Social Security No. or FEIN _____ Date _____

329 This Offer was presented to Seller by _____ on _____, _____, at _____ a.m./p.m.

330 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter] _____
331 Seller Initials _____ Date _____ Seller Initials _____ Date _____

ADDENDUM A
TO WB-13 VACANT LAND OFFER TO PURCHASE
by and between
The City of Beloit, Wisconsin (“Buyer”)
and
Turtle Creek Development LLC (“Seller”)

This Addendum is attached to, and make a part of, the WB-13 Vacant Land Offer to Purchase (“Offer”) dated the _____ day of _____, 20____, submitted by the City of Beloit, Wisconsin (“Buyer”) for real estate located in the City of Beloit, Rock County, Wisconsin, as described in the Offer. The terms of this Addendum shall supersede any conflicting provisions in the Offer.

1. Description of Property. The property consists of approximately 19.9 acres of land located in the City of Beloit, Rock County, Wisconsin, as described on Exhibit 1 attached hereto (the “Property”). The legal description of the Property will be provided in a Certified Survey Map (“CSM”) to be prepared by Buyer (at Buyer’s expense) and approved by Seller.

The Property is zoned M-1, general manufacturing district.

2. Closing Prorations. Notwithstanding anything in the Offer to the contrary, if the Property has not been separately assessed for tax purposes, then (1) net general real estate taxes shall be prorated based upon an estimated tax which shall be calculated by multiplying the purchase price by the adjusted mill rate for the previous year and (2) Seller shall receive a credit at closing for Buyer’s share of the estimated tax and shall be responsible for paying the actual taxes for the year of closing when due.

3. Municipal and Utility Services. Buyer is familiar with the Property, including the availability of sanitary sewer, water, storm sewer, and other utility services (the “Utilities”). Buyer acknowledges that Seller makes no representation or warranty to Buyer regarding the Utilities or any related easements, and at closing Buyer accepts the location of all utilities and utility easements.

4. Property Condition Provisions (Site Grade). The City of Beloit may have performed some limited rough grading on the Property as needed for installation of roads and municipal utilities. Buyer will be responsible for any additional finished grading work on the Property. Buyer will have an opportunity during the Review Period described below to obtain any site grading and subsoil information that the Buyer deems relevant and material to Buyer’s decision to purchase the Property. Buyer is aware that the Property was formerly a farm and that the topsoil may be deeper than 12” in some areas. Upon closing its acquisition of the Property, Buyer accepts the grade and subsoil condition of the Property as it exists on the day of closing.

5. Business Park Protective Covenants/Building Setbacks. Seller has provided Buyer with The Gateway Business Park Protective Covenants (the “Protective Covenants”). Buyer acknowledges that the ownership and use of the Property will be subject to the Protective Covenants. Notwithstanding any building setback lines shown on any recorded certified survey

map for The Gateway Business Park, Buyer will need to comply with the building setbacks set forth in the Protective Covenants, which may be more restrictive.

6. Access to Property. Seller agrees to grant access to Buyer, its consultants, architects, engineers, contractors and agents at all reasonable times for inspection and testing, all at Buyer's expense. Buyer shall not permit any liens to attach to the Property by reason of such activities. Buyer shall maintain liability insurance for all such activities on the Property. Buyer shall not interfere with infrastructure construction activities. To the extent Buyer may disturb any of the surface or subsurface of the land in connection with the foregoing, such shall be restored to substantially its previous condition at the sole expense of Buyer. Buyer further indemnifies and agrees to hold Seller harmless from and against any and all claims or liabilities arising from the activities on the Property of Buyer and Buyer's agents. Seller agrees that Buyer may grant similar site access to NorthStar Medical Radioisotopes, LLC, or its consultants, architects, engineers, contractors and agents in identical fashion as provided for herein, and Buyer agrees that all of the terms and conditions herein shall remain the Buyer's obligation as to any such access exercised by or on behalf of NorthStar.

7. Litigation. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to court costs and reasonable attorneys' fees from the unsuccessful party.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by all parties. Buyer acknowledges that Buyer has not relied upon, and will not rely upon, any representations or warranties made by Seller or Seller's agents unless such representations or warranties are expressly set forth in this Agreement.

9. Binding Effect. Buyer may assign its rights under this Offer only with the prior written consent of Seller, which Seller may withhold in Seller's sole discretion. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representative, successors and permitted assigns.

10. Impact Fees/Future Assessments. Buyer shall be responsible for any municipal "impact" fees and utility reserve capacity assessments and hookup charges that may be required by the City of Beloit or applicable utility provider in connection with Buyer's proposed use of the Property. Buyer acknowledges that such fees, assessments and/or charges may be payable by Buyer prior to issuance of a building permit by the City.

11. This transaction, and specifically the closing date thereof, shall be subject to the terms and conditions of the Development Agreement attached hereto as Exhibit 2, and in particular the closing date shall be established pursuant to the provisions of paragraph 1(d) therein. The parties agree that the closing of this transaction shall be scheduled to occur on the same day and immediately prior to the closing between the City of Beloit and NorthStar Medical Radioisotopes, LLC (hereinafter "NorthStar"), as set out in Exhibit 2. Should this transaction not closed by July 1, 2012, the Buyer shall be entitled to 90-day extensions of the terms and conditions herein beyond said date upon the payment of an additional nonrefundable earnest money deposit of \$25,000.00 for each such 90-day extension; said amount to be paid within 10 days of the expiration of each such period of extension. All earnest money deposits shall be credited against the purchase price. The parties recognize that upon the closing called for herein,

it is the Buyer's intent to immediately transfer this parcel to NorthStar. Due to the unique nature of NorthStar's business venture and the permitting and approval process involved, it is necessary to provide for the extending closing provisions set out herein.

12. Should NorthStar not consummate and close upon the purchase described in Exhibit 2, then this Agreement may be terminated by the Buyer upon the delivery to the Seller of a written notice of termination. Upon any such termination by the Buyer, the Seller shall have the unconditional right to retain all monies previously paid by the Buyer to the Seller hereunder. In addition, the Seller shall have the right to the unconditional use of the monies paid by the Buyer from the date of payment.

13. The Seller shall fully cooperate with the preparation of the CSM contemplated hereunder and shall promptly execute any and all documents necessary for the completion of said CSM. The parties agree that the CSM shall not be recorded until immediately after the closing of this transaction, although the parties recognize that the CSM will need to be prepared prior to said closing. The parties also acknowledge that NorthStar will be pursuing various site approvals prior to the closing of this transaction, and the Seller agrees to fully cooperate with such site approvals, including, without limit, executing any necessary consents therefore.

14. The Seller understands that this Offer is subject to approval by the Beloit City Council.

BUYER:

City of Beloit, Wisconsin

By: _____
Larry N. Arft, City Manager

Date: _____

SELLER:

Turtle Creek Development LLC,
by all of its members

By: _____
Diane Hendricks, Its Member

Date: _____

By: _____
John Patch, Its Member

Date: _____

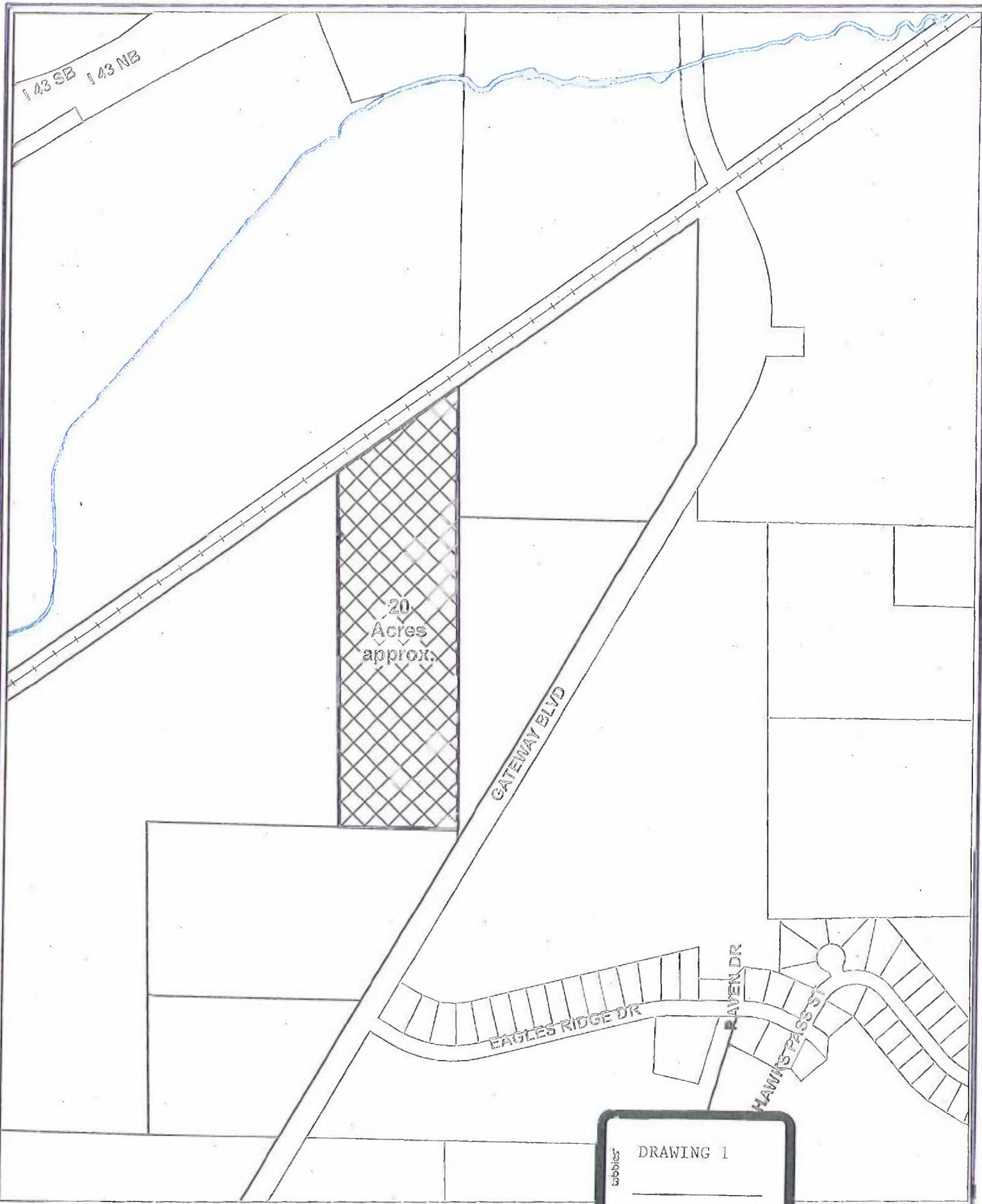
EXHIBIT 1
TO ADDENDUM "A"
TO VACANT LAND OFFER TO PURCHASE

DESCRIPTION OF
TURTLE CREEK DEVELOPMENT LLC PARCEL

It is intended that the parcel to be conveyed by Turtle Creek Development LLC to the City of Beloit be as shown on the attached Drawing 1 and the red and blue slashed and yellow marked portion Drawing 2, containing 19.9 acres.

The exact legal description is to be determined by a Certified Survey Map (CSM) and the parcel is tentatively described as being:

A 19.9 acre parcel of land being a part of the SE (southeast) $\frac{1}{4}$ of the SW (southwest) $\frac{1}{4}$ of Section 21, T1N, R13E, southeasterly of the southeasterly right-of-way line of the Chicago Milwaukee and St. Paul Railroad Company right of way, together with a part of the NE (northeast) $\frac{1}{4}$ of the NW (northwest) $\frac{1}{4}$ of Section 28, T1N, R13E, containing in its entirety 19.9 acres with the northwesterly boundary thereof delineated by the southeasterly right-of-way line of the Chicago Milwaukee and St. Paul Railroad Company right of way, the easterly line thereof delineated by the center section quarter line running north and south through both said Section 21 and Section 28, with the southerly line thereof delineated by the east west quarter quarter line running through the center of the northwest $\frac{1}{4}$ of said Section 28 and with the westerly line to be set parallel with the easterly line at an equal distance over the course thereof at a distance of 510 feet, more or less, so as to create a parcel containing 19.9 acres.



143 SB 143 NB

20
Acres
approx.

GATEWAY BLVD

EAGLES RIDGE DR

RAVEN DR

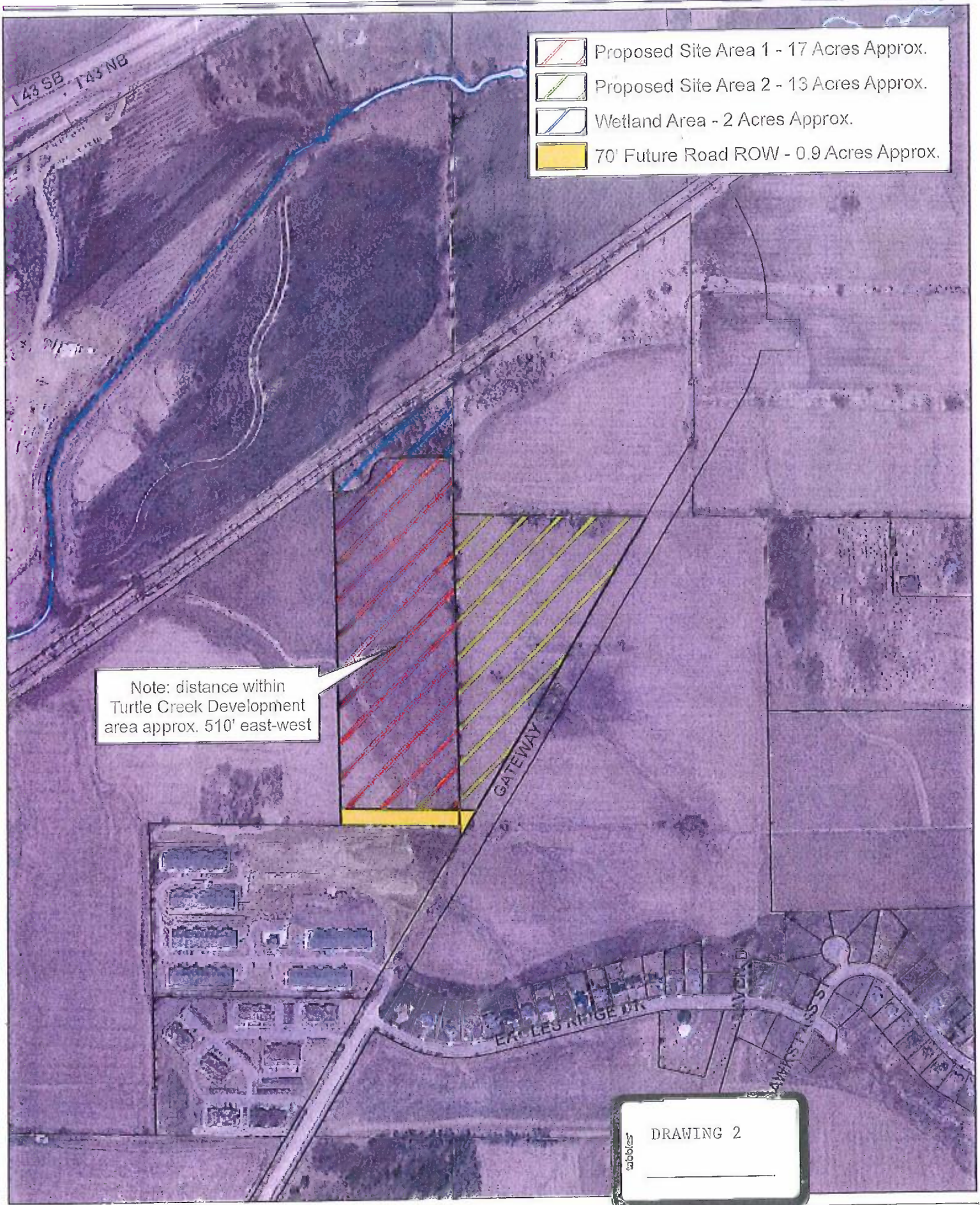
HAWK'S PASS ST

DRAWING 1



Turtle Creek Development Site





Turtle Creek/MLG Site

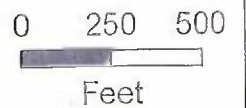


EXHIBIT 2
TO ADDENDUM "A"
TO VACANT LAND OFFER TO PURCHASE

Development Agreement
between
City of Beloit
and
Northstar Medical Radioisotopes, LLC

DEVELOPMENT AGREEMENT
NORTHSTAR MEDICAL RADIOISOTOPES, LLC

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made as of the day of , 2011, by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter "City") and NorthStar Medical Radioisotopes, LLC, an Wisconsin corporation, with its principal office at 706 Williamson Street, Suite #2, Madison, Wisconsin 53703 (hereinafter "NorthStar").

RECITALS

WHEREAS, NorthStar desires to construct and operate a linear particle accelerator in the City (the "LINAC Facility"); and

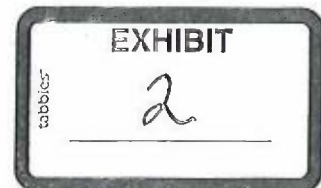
WHEREAS, NorthStar has explored several alternative locations and found a site in the City suitable for NorthStar's construction and operation of the LINAC Facility; and

WHEREAS, the proposed LINAC Site is located in the City's Tax Incremental District No. 10 (the "District"); and

WHEREAS, the City and the State of Wisconsin wish to encourage and incentivize NorthStar to locate the LINAC Facility in the City; and

WHEREAS, NorthStar is willing to commit to construction of the LINAC Facility within the City upon the terms and conditions set forth in this Agreement; and

WHEREAS, the City established the District to promote development in the City and the District by making certain grants, paying development incentives, and incurring project costs; and



WHEREAS, as an inducement to NorthStar to develop the LINAC Facility within the District, in order to make the LINAC Facility financially feasible and in order to implement the District's project plan, the City finds it appropriate to provide the development incentives set out in this Agreement.

NOW, THEREFORE, the City and NorthStar agree as follows:

1. ACQUISITION OF LINAC SITE; CONVEYANCE OF LINAC SITE TO NORTHSTAR.

(a) The City and NorthStar have identified two (2) contiguous parcels of land, which together are suitable for the construction of the LINAC Facility. The first parcel is owned by Turtle Creek, LLC and consists of approximately 19.9 acres, as described on Exhibit A-1 (the "Turtle Creek Land"), and the second parcel is owned by MLG/BRC Beloit LLC and consists of approximately 13 acres, as described on Exhibit A-2 (the "MLG/BRC Land"). The City intends to enter into one or more option agreements or purchase contracts to acquire the Turtle Creek Land and the MLG/BRC Land (the "Acquisition Agreement(s)").

(b) Upon acquisition of the Turtle Creek Land and the MCG/BRC Land, the City shall, at its sole cost and expense, create one, single legal lot by filing and recording of a certified survey map ("CSM"), comprised of the Turtle Creek Land and the MCG/BRC Land, which combined parcel shall hereinafter be referred to as the "LINAC Site." The final CSM shall be subject to NorthStar's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. It is expected that the LINAC Site will consist of approximately thirty-three (33) acres, including approximately two (2) acres of preserved wetlands and one (1) acre along the southern boundary preserved for future road right-of-way. In the event said one-acre area is ever dedicated as a public right-of-way, there

shall be no costs assessed or charged to NorthStar for any such dedication or construction, and all costs associated therewith shall be the sole obligation of the City.

(c) The parties' obligations under this Agreement shall be subject to the City's acquisition of the Turtle Creek Land and the MLG/BRC Land for an aggregate purchase price not in excess of Nine Hundred Thousand Dollars (\$900,000). In the event the City fails to enter into the Acquisition Agreements for the Turtle Creek Land and the MLG/BRC Land on or before the date which is ninety (90) days from the date of this Agreement (the "Acquisition Date"), this Agreement shall terminate and the parties shall have no further rights or obligations, unless NorthStar shall agree, in writing, to extend the Acquisition Date. Notwithstanding the foregoing, the City shall use best efforts to acquire the Turtle Creek Land and the MLG/BRC Land as contemplated herein.

(d) Upon the City's acquisition of the Turtle Creek Land and the MLG/BRC Land and subsequent creation of the LINAC Site, the City shall sell the LINAC Site to NorthStar for the sum of One Dollar (\$1.00) and other good valuable consideration, including the obligations of NorthStar set forth in this Agreement, pursuant to the terms of the Commercial Offer to Purchase attached hereto as Exhibit B (the "Offer"). Such conveyance shall be evidenced by a general warranty deed, subject only to municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, together with the road right-of-way preservation area described herein. The sale of the LINAC Site from the City to NorthStar shall occur within five (5) business days of the last to occur of (i) NorthStar's receipt of all required permits and approvals from any governmental or regulatory authority, agency or body with jurisdiction over the LINAC Facility and/or the LINAC Site; (ii) completion of any required Federal, state or local review processes with respect to the LINAC Facility and/or the LINAC Site; and (iii) the expiration of any appeal

periods respect to (i) or (ii). The date by which (i), (ii) and (iii) are satisfied is hereinafter referred to as "Completion of the Approval Process." Notwithstanding the foregoing, NorthStar shall have no obligation to commence efforts to secure the permits or approvals or complete the permitting or review processes contemplated by (i) and (ii) respectively, until the City has delivered to NorthStar fully executed copies of the Acquisition Agreement(s).

(e) Notwithstanding any provision herein to the contrary, NorthStar shall have the right to transfer or convey the LINAC Site to a wholly-owned limited liability company, provided NorthStar causes such wholly-owned subsidiary to agree in writing to observe all of the obligations of NorthStar set forth herein with respect to the LINAC Site.

2. **CONSTRUCTION OF LINAC FACILITY.** Subject to the conditions set forth herein, NorthStar shall construct the LINAC Facility on the LINAC Site. The LINAC Facility shall be constructed as generally shown on the site plan attached hereto as Exhibit C, subject to any changes or alterations (i) required by any governmental or regulatory authority, agency or body with jurisdiction over the LINAC Facility and/or the LINAC Site, or (ii) deemed reasonably necessary or advisable by NorthStar in furtherance of its operation of the LINAC Facility. It is expected that when fully built, the LINAC Facility will consist of approximately Eighty-Two Thousand (82,000) square feet of space. It is expected that the estimated cost to construct the LINAC Facility, together with all associated machinery and equipment to be located therein, will be approximately One Hundred Ninety-Four Million Dollars (\$194,000,000).

3. **CONSTRUCTION TIMETABLE.** If and when NorthStar purchases the LINAC Site from the City, NorthStar shall commence construction of the LINAC Facility, which the parties anticipate will be no later than June 30, 2012, and continue in accordance with the construction schedule attached hereto as Exhibit D (the "Projected Construction Schedule"), which Projected Construction Schedule shall be revised and updated by the written consent of both parties hereto

from time to time. The parties hereto anticipate that the LINAC Facility will be completed by December 31, 2016.

4. **SITE PLAN REVIEW AND BUILDING PERMITS.** NorthStar agrees to submit its building and site plans for the LINAC Facility to the City for review and approval in accordance with the City's zoning, building and architectural review ordinances. NorthStar shall use due diligence in its preparation of and pursuit of all necessary governmental permits and reviews.

5. **ZONING.** The City represents that the Turtle Creek Land and the MLG/BRC Land is currently zoned M-1, general manufacturing district, and that upon creation of the LINAC Site, that no zoning changes are needed to permit construction or operation of the proposed LINAC Facility on the LINAC Site.

6. **PRECLOSING ACCESS.** The City acknowledges and agrees with NorthStar's need to have preclosing access to the LINAC Site (or, if prior to the creation of the LINAC Site, Turtle Creek Land and/or the MLG/BRC Land). The City agrees to use good faith efforts in negotiating the Acquisition Agreements referred to in Paragraph 1(a) herein so as to include authority for NorthStar and its authorized representatives to enter onto the Turtle Creek Land and the MLG/BRC Land prior to the closing and to do each of the following:

(a) conduct any soil surveys, soil borings or other testing necessary to satisfy NorthStar that the Turtle Creek Land and the MLG/BRC Land is physically suitable for the construction of the LINAC Facility; and

(b) conduct any environmental investigation or testing necessary to satisfy NorthStar that the Turtle Creek Land and the MLG/BRC Land is environmentally suitable for the construction of the LINAC Facility.

If NorthStar fails to close on the Turtle Creek Land and the MLG/BRC Land for any reason, NorthStar will restore the Turtle Creek Land and the MLG/BRC Land to its original condition.

NorthStar agrees to use reasonable efforts to minimize disturbance of the land and damages to crops growing thereon and shall be financially responsible for any crop damage or any other damages that are not capable of restoration. NorthStar agrees that in consideration of the preclosing access to the Turtle Creek Land and the MLG/BRC Land, NorthStar will indemnify and hold the City harmless from any liability arising out of the acts or omissions of NorthStar, its officers, managers, members, employees or agents while occupying, entering or leaving the Turtle Creek Land or the MLG/BRC Land.

7. DIRECT DEVELOPER INCENTIVE PAYMENTS.

(a) The LINAC Site will be located in Tax Incremental Financing District (TID) #10 in the City of Beloit, which was established on January 1, 2001, and the boundaries of which were amended on the September 12, 2005 (the "District"). In consideration of and as an inducement to NorthStar's development of the LINAC Facility in the District, together with the benefits, including an increased tax base, which will accrue to the City, the City shall make a series of Direct Developer Incentive Payments (each a "DDI Payment") to NorthStar as provided herein. The first annual DDI Payment shall be made on September 1 of the year following the first tax year during which the LINAC Facility is assessed, and thereafter on September 1 of each of the next nine (9) consecutive years. For purposes of this Paragraph 7, the term "Available Tax Increment" shall mean thirty-five percent (35%) of the amount of real and personal property tax increment actually paid by NorthStar, or any successor or assign under this Agreement, and received by the City (as defined in Section 66.1105 Stats.) and generated solely by the development of the LINAC Facility above the Property Tax Increment Base during a calendar year. For purposes of this Agreement, the term "Property Tax Increment Base" means the aggregate value, as equalized by the Wisconsin Department of Revenue, of the LINAC Site and any personal property thereon as of September 12, 2005.

(b) The City's obligations to make DDI Payments shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability or be deemed to have obligated itself to pay the DDI Payments from any funds except the Available Tax Increment, and then only to the extent and in the manner herein specified.

(c) If no Available Tax Increment is available during any year in which a DDI Payment is otherwise payable, the City shall have no obligation to pay any DDI Payment for that year under this Agreement. Such failure shall not constitute a default under this Agreement. For any year during which there is no Available Tax Increment, an additional year will be added to the total number of years for which NorthStar is eligible for DDI Payments; provided, however, this shall not extend the obligation of the City beyond the provisions of Paragraph 7(d) herein. Except as provided below, the City shall have no obligation to subsequently pay any such deficiency unless the deficiency is the direct result of the failure of the County to timely remit the proper amount of Available Tax Increment, in which case, such deficiency shall be paid promptly upon remittance by the County. If on any payment date there is insufficient Available Tax Increment to make the scheduled payment due on such date, the amount of such deficiency in the scheduled payment shall be deferred and shall be paid on the next payment date on which the City has tax increment in excess of the amount necessary to make the scheduled payment due on such payment date, provided sufficient tax increment is available and exists. Notwithstanding anything to the contrary set forth in this Agreement, interest shall not compound on any deferred payments or otherwise.

(d) The City represents and warrants that the District terminates on October 16, 2023 (the "District Termination Date"). To the extent that DDI Payments, as provided for herein, remain due and payable following the District Termination Date, the City shall pay a multi-year final payment at the time the last DDI Payment is made prior to the District Termination Date. The multi-year final payment shall be in an amount equal to the number of

years DDI Payments would otherwise continue to be payable but for the District Termination Date, and shall also include the last payment due prior to the District Termination Date. Each DDI Payment included in the multi-year final payment shall be equal to the last DDI payment made prior to the District Termination Date. In no case shall the multi-year final payment include more than two years of DDI Payments (not including the last payment due or made prior to the District Termination Date).

(e) The City's obligation to pay the annual DDI Payments as contemplated hereunder is conditioned upon continued production of medical radioisotopes and related products from the LINAC Facility, subject to normal interruptions to which production facilities are subject, including, without limitation, retooling, equipment upgrades and the like.

(f) DDI Payments attributable to personal property shall be based solely upon personal property actually located at the LINAC Facility.

(g) The DDI Payments shall not be deemed a "rebate" of real or personal property taxes, but rather the use of such taxes paid being a reasonable measure for the reimbursement of certain project costs incurred by NorthStar in connection with the development of the LINAC Facility.

8. OTHER INCENTIVES.

(a) Enterprise Zone Tax Credits. A written commitment has been issued by the State of Wisconsin to grant to NorthStar enterprise zone tax credits in the amount of \$14 Million (\$14,000,000), specifying certain conditions precedent to the disbursement of the tax credits. A copy of that commitment is attached hereto marked Exhibit E.

(b) Designation as Enterprise Zone. The City will assist NorthStar in obtaining an Enterprise Zone ("EZ") designation for the LINAC Site from the State of Wisconsin Department of Commerce.

(c) Training Grant. The City shall provide a grant in the amount of \$50,000 to be used by NorthStar for training new employees during the start-up period. Said grant shall be payable within sixty (60) days of initial occupancy.

9. **JOB CREATION AND RETENTION.** NorthStar agrees to create and fill at least one hundred fifty-one (151) new full-time positions (the "Minimum LINAC Positions") at the LINAC Facility on or before December 31, 2016. If NorthStar fails to create and/or maintains less than the Minimum LINAC Positions, each DDI Payment due during such period of non-compliance shall be reduced by an amount equal to the percentage difference between the Minimum LINAC Positions and the then-current number of actual jobs created and/or maintained at the LINAC Facility. This formula will be used to recalculate a DDI payment in any and all years the number of jobs maintained at the LINAC Facility falls below the Minimum LINAC Positions. For purposes of this Agreement, a "full-time" position means a regular full-time position for which the employee is required, as a condition of employment, to work at least forty (40) hours per week and two thousand eighty (2,080) hours per year, less time off for holidays, paid vacations and other leave approved by NorthStar.

10. **INVESTMENT IN GREATER BELOIT ECONOMIC DEVELOPMENT CORPORATION ("GBEDC").** NorthStar agrees that in further consideration of the DDI payments contemplated in Paragraph 7(e) above, upon execution of this Agreement and until such time as all DDI payments have been made, NorthStar shall become an investor in GBEDC. As an investor, NorthStar shall pay annual investment dues to GBEDC in accordance with the annual dues schedule to which all investors in GBEDC are subject. Said dues are set on an annual calendar year basis. For the first year of this Agreement, NorthStar shall pay a prorated amount reflecting the number of months from the month of execution through December. Such prorated payment shall be due within 30 days of execution of this Agreement.

11. **RECORDABLE DOCUMENT.** A memorandum of this Agreement may be recorded with the Register of Deeds for Rock County, Wisconsin.

12. **REPRESENTATIONS AND WARRANTIES OF NORTHSTAR.** As of the date of this Agreement, NorthStar hereby represents and warrants to the City that:

(a) NorthStar is a limited liability company duly organized and existing under the laws of the State of Wisconsin.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by NorthStar's Board of Managers. No other proceedings on the part of NorthStar are necessary to authorize this Agreement or the transactions contemplated hereby.

(c) Neither the execution and delivery of this Agreement by NorthStar, nor the consummation of the transactions contemplated by this Agreement will violate any provision of NorthStar's Articles of Organization, Third Amended and Restated Operating Agreement, as amended, contractual obligations with others, or any applicable local, state or federal law.

13. **REPRESENTATIONS AND WARRANTIES OF THE CITY.** As of the date of this Agreement, the City hereby represents and warrants to NorthStar that:

(a) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the City Council. No other proceedings on the part of the City are necessary to authorize this Agreement or the transactions contemplated hereby.

(b) Neither the execution and delivery of this Agreement by the City, nor the consummation of the transactions contemplated by this Agreement will violate any provision of the City's municipal charter, bylaws, contractual obligations with others, or any applicable local, state or federal law.

14. **COVENANTS OF NORTHSTAR.**

(a) NorthStar shall provide the City with satisfactory evidence that the person(s) executing this Agreement on behalf of NorthStar is properly authorized to do so.

(b) NorthStar shall execute and deliver any documents reasonably required by the title insurance provider, including, but not limited to, resolutions or evidence of authority as may be required by the title insurance provider to issue a title policy with respect to the LINAC Site, showing title in the LINAC Site in the name of the "purchaser" identified in the Offer, provided that the title insurance provider has entered into a confidentiality agreement in a form reasonably acceptable to such "purchaser."

(c) NorthStar shall pay when due all Federal, state and local taxes with respect to the LINAC Site and/or LINAC Facility; provided, NorthStar shall be required to pay such amounts with respect to the LINAC Site only after it has taken title to the same. Notwithstanding the foregoing, nothing in this Paragraph 14(c) shall restrict the right of NorthStar to challenge any tax or assessment.

(d) During the term of this Agreement, NorthStar shall maintain insurance in such amounts and against such risks both generally and specifically with respect to the LINAC Site, as are customarily insured against in developments of like size, kind and character, including customary builders risk or equivalent insurance during construction and customary casualty, property and liability insurance. NorthStar shall provide the City satisfactory evidence of all such insurance. So long as this Agreement is in effect, in the event of damage to the LINAC Facility as a result of fire or other casualty, NorthStar shall use all insurance proceeds with respect to such casualty to repair the LINAC Facility to the same condition, as nearly as possible, as existed immediately prior to such casualty. Any proceeds of insurance remaining after NorthStar has repaired the LINAC Facility as contemplated herein shall be subject to no further limitations. Notwithstanding any provision herein to the contrary, the City shall have no interest or claim to any portion of the proceeds

of any insurance carried by NorthStar on the LINAC Facility or NorthStar's fixtures, equipment or personal property.

15. **PROOF OF APPROVAL OF AGREEMENT.** Each of the parties shall provide the other with a certified copy of a resolution of their governing body authorizing the entry into this Agreement and authorizing the persons designated as signatories below to execute this Agreement.

16. **AFFIRMATIVE ACTION.** NorthStar has adopted or promptly following this Agreement will 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 NorthStar subcontracts any portion of this Agreement, NorthStar will include, in its subcontracts, a requirement that its subcontractors adopt or agree to adopt an affirmative action plan. NorthStar 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.

17. **NONDISCRIMINATION.** NorthStar 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 NorthStar, NorthStar shall include in such subcontract 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.

18. **APPLICABLE LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, and the parties agree that the Rock County Circuit Court shall have jurisdiction to handle any litigation between the parties.

19. **SEVERABILITY.** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In any case, any invalid or unenforceable provision shall be replaced by the City and NorthStar with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

20. **ENTIRE AGREEMENT.** This Agreement, together with the Exhibits attached hereto, contain the entire agreement of the parties regarding this project. All prior negotiations and discussions have been merged into this Agreement and/or the Exhibits attached hereto.

21. **AMENDMENTS.** No amendment to this Agreement shall be binding upon any party hereto until such amendment is reduced to writing and executed by the parties.

22. **AUTHORITY.** Each person signing this Agreement represents that he or she is authorized by his or her organization to execute this Agreement on behalf of that organization or entity.

23. **FORCE MAJEURE.** No party shall be responsible to the other party for any losses if the fulfillment of any term of this Agreement is delayed or prevented by civil disorders, wars, strikes, floods, fires, acts of God, or by any other cause not within the control of the party whose performance was interfered with and which, by the exercise of reasonable diligence, such party is unable to prevent, whether or not of the class of causes enumerated above, and the time for performance shall be extended for the period of delay occasioned by any such cause.

24. **ASSIGNMENT AND TRANSFER.** NorthStar may not assign its interest in this Agreement to a third party without the prior written consent of the City. Notwithstanding the foregoing, NorthStar shall have the right to assign this Agreement and its rights and obligations

hereunder, in whole or in part, (a) to any subsidiary or parent of an entity under common control with NorthStar (each an "Affiliate"); or (b) in connection with any sale of all or substantially all of the assets, or change of control, of NorthStar or any Affiliate, whether direct or indirect, by merger or otherwise; provided that the City is promptly notified and provided a copy of all appropriate documentation, and that such assignee, transferee or successor agrees in writing, satisfactory to the City, to perform the obligations of NorthStar and/or such Affiliate arising under this Agreement. In addition NorthStar may sell, transfer or convey the LINAC Site to a third party without restriction at any time after the Completion of the Approval Process; provided such third party (a) executes an agreement approved by the City, with said approval not to be unreasonably withheld, wherein such third party assumes all obligations of NorthStar hereunder, including, without limitation, those set forth in Paragraph 6 and Paragraph 7; and (b) such third party has sufficient financial wherewithal to fulfill the obligations of NorthStar hereunder, in the reasonable opinion of the City. For the avoidance of doubt, upon execution and delivery of such Agreement to the City, as contemplated by the two preceding sentences, and in the case of the preceding sentence, a positive determination as to the financial wherewithal of such third party, the City shall perform all of its obligations set forth herein, including, without limitation, payment of any remaining DDI payments. The City hereby acknowledges and agrees that NorthStar has the right to make a collateral assignment of this entire Agreement to a lender as part of NorthStar's first mortgage loan on the LINAC Facility; provided, however, (i) NorthStar must first give notice to the City together with a copy of the proposed collateral assignment, and the City shall have five (5) business days to review the same; and (ii) the collateral assignment does not and does not attempt to amend, modify, add to, or supplement any provisions of this Agreement.

25. INDEMNIFICATION.

(a) Each party hereby agrees to defend and hold the other parties, their officers, agents and employees harmless from any liability for any claims, including attorney's fees,

arising out of its negligent acts or omissions or the negligent acts or omissions of its officers, agents and employees.

(b) NorthStar further agrees to defend, indemnify and hold the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Paragraph, collectively the "Indemnified Parties") harmless, except to the extent caused by any negligence, willful misrepresentation or willful misconduct of the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of NorthStar (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance and operation of the LINAC Facility.

26. **NO PARTNERSHIP CREATED.** This Agreement does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of the other party. The City shall have no obligation or liability to any lending institution, architect, contractor, subcontractor, or other party retained by NorthStar to assist NorthStar in the performance of its obligations under the terms and conditions of this Agreement. NorthStar specifically agrees that no representation shall be made to any third party that NorthStar and the City are partners or joint venturers.

27. **HEADINGS.** The headings set forth in this Agreement are for convenience and reference only and do not define or limit the scope or content of this Agreement or affect any of its provisions.

28. **DEFAULT AND NOTICE OF DEFAULT.** Any party seeking to enforce its rights hereunder may do so only after giving advance written notice to the other party reasonably identifying the alleged breach and giving the breaching party sixty (60) days in which to cure the

alleged breach. In the event that any party institutes an action to enforce its rights hereunder, the prevailing party in such action shall be entitled to recover all costs, including reasonable attorney's and professional fees which may have been incurred in bringing such action. In the event of a material breach by either party, the non-breaching party retains as an available remedy, the remedy of rescission of this Agreement.

29. **NOTICES.** Notices to the parties to this Agreement shall be as follows:

To the City: Attn: City Manager
City of Beloit
100 State Street
Beloit, WI 53511

with a copy to: Attn: City Attorney
City of Beloit
100 State Street
Beloit, WI 53511

To NorthStar: Attn: George P. Messina, Chairman, President & CEO
NorthStar Medical Radioisotopes, LLC
706 Williamson Street, Suite 2
Madison, WI 53545

With a copy to: Attn: Brian W. Bauman
Foley & Lardner LLP
150 East Gilman Street
Madison, WI 53703

CITY OF BELOIT

NORTHSTAR MEDICAL
RADIOISOTOPES, LLC

By: _____
Larry N. Arft, City Manager

By: _____
George P. Messina, President & CEO

ATTEST:

By: _____
Rebecca S. Houseman, City Clerk

APPROVED AS TO FORM:

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

AUTHENTICATION

Signature(s) of Larry N. Arft, Rebecca S. Houseman and Paul York authenticated on the _____ day of _____, 2011.

* _____
Thomas R. Casper
TITLE: MEMBER STATE BAR OF WISCONSIN

STATE OF WISCONSIN)
)SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2011, the above-named George P. Messina, to me known to be such Chairman, President and CEO of NorthStar Medical Radioisotopes, LLC and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, _____
My Commission is permanent. If not, state expiration date: _____

COUNTER-OFFER

Counter-Offer No. 1 by ~~Buyer~~/Seller) STRIKE ONE

1 The Offer to Purchase dated _____ and signed by Buyer, the City of Beloit, Wisconsin,
2 for purchase of real estate at described in Exhibit 1 to Addendum A to the Offer to Purchase is
3 rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to
4 Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other
5 counter-offer unless incorporated by reference.]

6
7 1. Buyer shall only be entitled to two (2) 90-day Closing extensions described in Paragraph 11 of Addendum
8 A to the Offer to Purchase.

9
10 2. Seller advises Buyer that 36.17 acres of the subject property is currently leased pursuant to the attached
11 Farm Lease Agreement dated December 31, 2010 (the "Lease"). If such Lease extends beyond the Closing,
12 Seller shall assign to Buyer all of Seller's rights under said Lease and shall prorate any prepaid rent
13 thereunder at Closing pursuant to Lines 45 and 46 of the Offer to Purchase.

14
15 3. If inspection, testing, site work or other activities on the Property performed by or on behalf of Buyer prior
16 to Closing cause damage to or loss of Tenant's crops, Buyer shall compensate Tenant pursuant to Paragraph
17 11 of the Lease.

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32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION.
33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making
34 the Counter-Offer on or before August, 2011 (Time is of the Essence).
35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided
36 in this Counter-Offer. NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and
37 delivery as provided at lines 33 to 36.

38 This Counter-Offer was drafted by Mark Membrino on 8/05/2011

39
40 Signature of Party Making Counter-Offer Date Signature of Party Making Counter-Offer Date
41 [Signature] 8-23-11

42
43 Signature of Party Accepting Counter-Offer Date Signature of Party Accepting Counter-Offer Date
44 [Signature] 8-17-2011

44 This Counter-Offer was presented by _____ on _____
45 Licensee and Firm Date

46 This Counter-Offer is (rejected) (countered) STRIKE ONE (Party's Initials) _____ (Party's Initials) _____

47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference.
48 Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the
49 lines containing the provision. In transactions involving more than one Counter-Offer, the Counter Offer referred to should be clearly
50 specified. NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

51 ATTACH THIS COUNTER-OFFER TO THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN ON OFFER

FARM LEASE AGREEMENT

THIS INDENTURE MADE this 31 day of December, 2010, by and between Turtle Creek Development, LLC, 655 Third St., Suite 301, Beloit, WI 53511 or their assigns, Lessor, and Gary W. Hahn and Michelle J. Hahn, husband and wife, 3916 East County Road S, Beloit, WI 53511, Lessee.

THE PARTIES in consideration of the terms and conditions recited herein, agree as follows:

1. **LEASED PROPERTY:** The Lessor does hereby lease to the Lessee the land described herein, consisting of 36.17 tillable acres of land, located on 3470 Milwaukee Road, Beloit, WI which is more fully described on Exhibit "A" which the Lessee is hereby given permission to occupy and use for purpose of raising of agricultural crops during the term of this Lease.

2. **TERM:** This Lease is for a one (1) year term commencing on the 1st day of January 2011, and ending on the 31st day of December 2011. *April and all*

3. **RENT AND PAYMENT OF RENT:** The annual cash rent of \$6,266.44 for the 36.17 tillable acres of land described herein shall be paid by the Lessee to the Lessor in two payments of \$3,133.22 payable on or before April 1st, 2011 and October 1st, 2011. The parties agree that there are 36.17 tillable acres available on the real estate or land. The price per acre to be paid by the Lessee to the Lessor for the 2011 rental year shall be One Hundred-Seventy-Three Dollars and Twenty-Five Cents (\$173.25) per acre. Any payment not paid as required herein shall bear interest at the rate of ten (10%) percent per annum until paid.

4. **OBLIGATIONS OF LESSEE:** The Lessee shall have the following obligations during the term of this Lease, or any renewal thereof:

A. To follow the Soil Conservation Plan for the real estate or land or otherwise engage in such soil conservation, crop control and soil improvement practices that shall

comply with any and all government regulations, rules and requirements. The responsibilities of the Lessee shall include by way of illustration, but shall not be limited to the following: the Lessee shall be responsible to apply commercial fertilizers, herbicides, insecticides or any other product in the planting of all crops in a manner, quantity and quality consistent with all government requirements and regulations and the manufacturers specifications of the product being applied.

B. To preserve, establish water courses, drain tiles, tile outlets, grass waterways and terraces, and to refrain from any operation or conduct that will injure or damage such locations. Any land which may be subject to significant erosion shall not be plowed in the fall of any year.

C. To cut all noxious weeds found anywhere on the land being rented before they go to seed and to cut weeds in lots, around buildings and alongside roads whenever necessary to prevent the reseeding of such noxious weeds.

D. To obey all lawful orders, rules and regulations of all governmental authorities having jurisdiction over the real estate or land.

E. To yield peaceable possession of the land at the termination of this Lease in as good a condition as it was at the commencement of the Lease, including, but not limited to, fertility levels; PH levels and soil preparation.

F. To maintain the well, pump and pressure systems located on the land which are used to supply the property with irrigation where applicable.

G. To keep the land free and clear of any and all liens, claims or encumbrances of any kind or nature whatsoever created as a result of the lease of the real estate or land or for any other reason except to the extent that crop liens may be required by the Lessee's lenders or as provided in any governmental subsidy program utilized by the Lessee.

5. **NO ASSIGNMENT:** The Lessee shall not have the right to assign or sublet this Lease or any of the real estate or land described herein, without the prior written consent of the Lessor.

6. **INSURANCE:** The Lessee shall maintain in force throughout the term of the Lease, or any extensions thereof, adequate public liability insurance covering both the Lessee and the Lessor against any injury to persons, property and loss of life, with limits of not less than \$1,000,000.00 for injury, including death, to any one person, and \$2,000,000.00 for injury, including death, in any one occurrence. The Lessee shall also maintain property damage and fire insurance with an extended coverage endorsement to the extent required by the circumstances of the real estate or land being rented hereunder. The Lessee shall name the Lessor as an additional insured on any policy of insurance described herein, and a copy of the certificate of coverage shall be furnished to the Lessor.

7. **INDEMNIFICATION:** The Lessee shall at all times protect, indemnify, save and hold harmless the Lessor against and from any and all claims arising out of or from any actions, accidents or other occurrences on or about the real estate or land described herein, causing injury to any person or persons or damage to the real estate or land which is due directly to the actions or activities of the Lessee, or the employees or agents of the Lessee. In addition to the liability insurance described above, the Lessee shall have adequate insurance coverage and shall be responsible for any chemical or other damages caused by the farming operations which are contemplated to be taken or used as a result of this Lease, including, without limitation, any acts of negligence by the Lessee, his employees or agents. The Lessor shall be furnished with a copy of any insurance policy covering such actions or activities, and such insurance policies shall name the

Lessor as an additional insured.

8. **RIGHT OF ENTRY:** The Lessor, or anyone designated by the Lessor, shall have the right of entry upon the real estate or land being leased herein at any mutually convenient time to inspect such property for any reason whatsoever.

9. **REAL ESTATE TAXES:** The Lessor shall pay all property taxes and assessments imposed upon the real estate or land described herein.

10. **NO PARTNERSHIP:** It is understood between the parties that no partnership is established between the parties as a result of this Lease or the use by the Lessee of the real estate or land described herein as a result of this Lease.

11. **SALE OR TRANSFER DURING TERM OF LEASE:** The Lessor shall have the right at any time to withdraw from the provisions of this Lease for non-agricultural business or residential use purposes, all or a portion of the real estate or land being leased herein. In the case of such withdrawal before planting, the Lessee shall be entitled to payment from the Lessor for fertilizer, fuel, herbicides and lime costs actually incurred prorated for the acreage withdrawn. If withdrawal occurs after planting and before harvesting, the Lessee shall be entitled to be compensated for crop losses, payable by the Lessor, by multiplying the Lessee's average yields by price per bushel of those acres tilled by the Lessee on the remaining real estate or land leased hereunder for the crop year in which the withdrawal occurs.

12. **EMINENT DOMAIN PROCEEDINGS:** In the event less than substantially all of the premises is taken by eminent domain proceedings, the Lease shall not terminate, but the rent shall abate proportionately to the loss of use.

In the event substantially all of the premises is taken by eminent domain

proceedings, the Lease shall terminate when possession is taken, the rent to accrue to date of loss of possession, any prepaid rent is to be refunded.

All claims in eminent domain proceedings for any award may be asserted separately by the Lessor in behalf of the Lessee's interests to the extent permitted by law. Any award in said proceedings shall belong to the party entitled thereto under the law, and the other party to this Lease shall have no interest therein.

Under any threat of eminent domain, Lessor shall have the right to negotiate for the award belonging to Lessor under the Law, but without prejudice to the right of the Lessee to recover Lessee's damage from the party threatening a taking by eminent domain. Lessee shall not be entitled to any part of any award made to Lessor by negotiation under threat of taking by eminent domain.

13. **DEFAULT:** If default be made in any of the provisions herein, and such default shall continue for thirty (30) days in the payment of rent or for thirty (30) days in any other case, after written notice of such default shall have been received by the party claimed to be in default, the party claiming default may elect to terminate the Lease and declare the term ended, and if the Lessee is in default, the Lessor shall have the right to re-enter the premises, to expel and remove the Lessee or any person or persons occupying the same and to repossess the premises. Any such entry, expulsion or removal, whether by direct act or through legal proceedings, shall not affect Lessee's liability for past and future rent and Lessor's other damages by reason of said default. In the event of default by Lessee, Lessor is authorized to relet the premises in whole or in part to such party or parties and upon such terms as Lessor may deem best. If Lessee shall at any time fail to make any payment or perform any act required by this Lease to be made or performed by Lessee, Lessor,

without waiving or releasing Lessee from any obligation or default may, but shall be under no obligation to do so, at any time thereafter make such payment or perform such act for Lessee's account and at Lessee's expense and Lessee shall reimburse Lessor for all of the costs and expenses thereof upon demand, including, but not necessarily limited to, a reasonable attorney's fee to enforce any of the terms of this Lease.

No right or remedy conferred on Lessor under this Lease shall be exclusive of any other right or remedy Lessor may have hereunder or at law or in equity, all of such rights and remedies being cumulative and exercisable and enforceable concurrently and whenever and as often as the occasion therefore arises. Lessor's failure to insist upon strict performance of any of the provisions herein contained shall not be deemed a waiver of any subsequent breach or default in any of such provisions.

The following additional occurrences shall be deemed a default in the Lease:

1. Any petition in bankruptcy or insolvency or for a reorganization or arrangement against Lessee or if Lessee is adjudicated as a bankrupt or insolvent.
2. Lessee makes a general assignment for the benefit of creditors.
 - A. A receiver is appointed for Lessee or any of Lessee's assets by any court or any jurisdiction.
3. This Lease or any of Lessee's assets located on the premises are levied upon.

14. **SURRENDER AND HOLDING OVER:** Upon termination of this Lease by lapse of time or otherwise, Lessee agrees to peaceably surrender to Lessor the real estate or land leased

hereunder.

15. **NOTICES:** All notices required or permitted to be given in this Lease shall be by mailing or by personal service, the mailing to be to the address of the respective party as such party may specify in writing either in the caption of this Lease or otherwise. Mail notice shall be deemed given when received by the party to whom such notice is sent. Personal service notice shall be deemed given when personally served.

16. **COMPLIANCE WITH LAWS AND REGULATIONS:** Lessee agrees with respect to the operations of Lessee under the terms of this Lease to comply with the laws, rules, regulations and ordinances of all municipal, local, state and federal governing bodies and any fire insurance companies insuring the premises. Lessee agrees not to permit the premises occupied by Lessee to be used in a manner to create a nuisance, undue noise, obnoxious odors or other interference with the enjoyment of the surrounding area.

17. **PARTIES BENEFITTED AND BOUND:** This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and the respective successors, assigns and personal or legal representatives of said parties, but only to the extent permitted in this Lease.

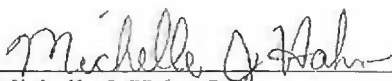
Turtle Creek Development, LLC
Lessor

By: 

Date Signed: 1-19-11


Gary W. Hahn, Lessee

Date Signed: 12-14-10


Michelle J. Hahn, Lessee

Date Signed: 12/14/10

Exhibit A



**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$8,645,000* GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011**

WHEREAS, on September 6, 2011, the City Council of the City of Beloit, Rock County, Wisconsin (the "City") adopted a resolution entitled: "Resolution Providing for the Sale of Approximately \$8,645,000 General Obligation Refunding Bonds, Series 2011" (the "Set Sale Resolution") authorizing the issuance of approximately \$8,645,000 General Obligation Refunding Bonds, Series 2011 (the "Bonds") for the public purpose of paying the cost of refinancing certain outstanding obligations of the City, to wit: the callable maturities of its General Obligation Corporate Purpose Bonds, Series 2003A, dated April 1, 2003 (the "2003 Bonds"), General Obligation Corporation Purpose Bonds, Series 2005A, dated May 1, 2005 (the "2005A Bonds") and General Obligation Promissory Notes, Series 2005B, dated May 1, 2005 (the "2005B Notes") (collectively, the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the City Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of achieving debt service cost savings;

WHEREAS, cities are authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance their outstanding obligations;

WHEREAS, the City has directed its financial advisor, Ehlers & Associates, Inc., Brookfield, Wisconsin ("Ehlers") to take the steps necessary to sell the Bonds;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on September 19, 2011;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on September 19, 2011;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

* Estimated, subject to change.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City that:

Section 1A. Ratification of the Notice of Sale and Offering Materials. The City Council of the City hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed, pursuant to Section 67.04, Wisconsin Statutes, through the issuance of the Bonds, the sum of EIGHT MILLION SIX HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$8,645,000)*.

Section 1C. Award of the Bonds. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal [(as modified on the Bid Tabulation)], plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal [(as modified on the Bid Tabulation)] is hereby accepted. The City Manager and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer until the closing of the bond issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds, Series 2011"; shall be issued in the aggregate principal amount of \$8,645,000* ; shall be dated October 12, 2011; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum; and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest is payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2012. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 2A. Designation of Maturities. The Bonds of this issue which mature first are designated as being issued to refund the 2003 Bonds and the remaining balance of the Bonds is designated to pay the cost of refunding the 2005A Bonds and 2005B Bonds.

Section 3. Redemption Provisions. The Bonds maturing on April 1, 2019 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on April 1, 2018 or on

* Estimated, subject to change.

any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2011 through 2024 for the payments due in the years 2012 through 2025 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds, Series 2011, dated October 12, 2011" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any

premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the City Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Bonds. In order to accomplish the purpose for which the Bonds are issued, proceeds of the Bonds shall be transferred to the Escrow Account, as provided in Section 18 hereof. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the

date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the City Manager and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the City Manager and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the City Manager and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 13. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 15. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 16. Official Statement. The City Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk

shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

The City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Escrow Agent; Escrow Agreement; Escrow Account. U.S. Bank National Association, St. Paul, Minnesota, is hereby appointed escrow agent for the City, for the purpose of ensuring the payment of the principal of and interest on the Refunded Obligations (the "Escrow Agent").

The City Manager and City Clerk are hereby authorized and directed to execute an escrow agreement substantially in the form attached hereto as Exhibit F (the "Escrow Agreement") (such form may be modified by said officers prior to execution, the execution of such agreement by said officers to constitute full approval of the City Council of any such modifications), with the Escrow Agent, for the purpose of effectuating the provisions of this Resolution.

The Bond Proceeds allocable to refunding the Refunded Obligations, other than any premium not used for the Refunding and accrued interest which shall be deposited in the Debt Service Fund Account created above, shall be deposited in a refunding escrow account which is hereby created with the Escrow Agent, pursuant to the Escrow Agreement, for the purpose of retaining the required amount of cash, if any, and acquiring the United States obligations provided for in the Escrow Agreement.

Upon transfer of the Bond Proceeds and any other necessary funds allocable to refunding the Refunded Obligations to the Escrow Account, the taxes heretofore levied to pay debt service on the Refunded Obligations shall be abated to the extent such transfer together with investment earnings thereon is sufficient to pay the principal of and interest on the Refunded Obligations, but such abatement shall not affect the City's pledge of its full faith, credit and resources to make such payments. The refunding escrow account created by the Escrow Agreement shall hereinafter serve as the debt service (or sinking) fund account for the Refunded Obligations. The Escrow Agent shall serve as custodian of said debt service (or sinking) funds.

Section 19. SLGS Subscriptions. The Escrow Agent and Ehlers are authorized to submit subscriptions for United States Treasury Securities - State and Local Government Series and to

purchase other U.S. government securities on behalf of the City in such amount as is necessary in order to carry out the Refunding.

Section 20. Redemption of the 2003 Bonds. The 2003 Bonds due on and after April 1, 2013 are hereby called for prior payment and redemption on April 1, 2012 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the Escrow Agent appointed above to cause timely notice of redemption, in substantially the form attached to the Escrow Agreement (the "2003 Notice"), to be provided at the times, to the parties and in the manner set forth on the 2003 Notice.

Section 21. Redemption of the 2005A Bonds. The 2005A Bonds due on and after May 1, 2013 are hereby called for prior payment and redemption on May 1, 2012 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the Escrow Agent appointed above to cause timely notice of redemption, in substantially the form attached to the Escrow Agreement (the "2005A Notice"), to be provided at the times, to the parties and in the manner set forth on the 2005A Notice.

Section 22. Redemption of the 2005B Notes. The 2005B Notes due on and after May 1, 2013 are hereby called for prior payment and redemption on May 1, 2012 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the Escrow Agent appointed above to cause timely notice of redemption, in substantially the form attached to the Escrow Agreement (the "2005B Notice"), to be provided at the times, to the parties and in the manner set forth on the 2005B Notice.

Section 23. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 24. Bond Insurance. If the Purchaser of the Bonds determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The City Manager and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the City Manager and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 25. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded September 19, 2011.

Kevin D. Leavy
City Council President

ATTEST:

Rebecca S. Houseman
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on April 1, _____, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
ROCK COUNTY
NO. R-____ CITY OF БЕЛОIT \$_____
GENERAL OBLIGATION REFUNDING BOND, SERIES 2011

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, _____ October 12, 2011 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the City of Beloit, Rock County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2012 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$8,645,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the purpose of paying the cost of refunding certain outstanding obligations of the

City, all as authorized by resolutions of the City Council duly adopted by said governing body at meetings held on September 6, 2011 and September 19, 2011. Said resolutions are recorded in the official minutes of the City Council for said dates.

The Bonds maturing on April 1, 2019 and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 2018 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days

preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Beloit, Rock County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified City Manager and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF BELOIT,
ROCK COUNTY, WISCONSIN

By: _____
Larry N. Arft
City Manager

(SEAL)

By: _____
Rebecca S. Houseman
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)