



**AGENDA
BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, December 17, 2012**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS – none
4. PUBLIC HEARINGS – none
5. CITIZENS' PARTICIPATION
6. CONSENT AGENDA

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

- a. Approval of the **Minutes** of the Special Meeting of November 27, 2012 and the Special and Regular Meetings of December 3, 2012 (Houseman)
- b. Resolution approving **Change of Agent** for the Board of Trustees for Beloit College, Beloit College Coughy Haus, located at 708 Clary Street, from John Winkelmann to Steven Oliveri (Houseman)
- c. Application for a **Conditional Use Permit** to allow the expansion of a Warehouse and Freight Movement Use in a C-3, Community Commercial District, for the property located at 1877 Madison Road (Christensen) Refer to Plan Commission
- d. Resolution approving **Farm Leases** between the City of Beloit and Walsh Agricultural Holdings, LLC (Janke)
- e. Resolution authorizing the City Manager to enter into an **Ambulance Service Agreement** with the Town of Turtle (Liggett)
- f. Resolution authorizing the City Manager to enter into an **Ambulance Service Agreement** with the Town of LaPrairie (Liggett)
7. ORDINANCES – none
8. APPOINTMENTS
9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS
10. CITY MANAGER'S PRESENTATION – none
11. REPORTS FROM BOARD AND CITY OFFICERS

- a. Resolution approving the **2013 Stray Animal Contract** between the City of Beloit and the Dane County Humane Society and authorizing the execution thereof (Jacobsen)
- b. Resolution approving the **2013 Stray Animal Contract** between the City of Beloit and the Rock County Humane Society and authorizing the execution thereof (Jacobsen)
- c. Resolution authorizing the City Manager to enter into an amended **Development Agreement** with Northstar Medical Radioisotopes, LLC (Janke)
- d. Resolution approving Sixth Amendment to **Development Agreement** between the City, et al and MLG and further approving Purchase Agreement, authorizing execution of the same and providing for Budget Amendment and Supplemental Appropriation (Arft/Casper)
- e. Resolution authorizing the Transfer of Funds from the General Fund Contingency Reserve Fund for 2012 (York)
- f. Resolution declaring **Doubtful Accounts** authorizing amounts to be written off and receiving and filing the 2012 Report of the Comptroller (York)
- g. Resolution providing for the Sale of approximately \$7,565,000 **General Obligation Refunding Bonds**, Series 2013A (York)
- h. Resolution providing for the Sale of approximately \$6,040,000 **Water System Refunding Revenue Bonds**, Series 2013B (York)
- i. Resolution providing for the Sale of approximately \$895,000 **Taxable General Obligation Refunding Bonds**, Series 2013C (York)

12. ADJOURNMENT

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

Dated: December 12, 2012
Rebecca S. Houseman
City of Beloit City Clerk
<http://www.ci.beloit.wi.us>

You can watch this meeting live on Charter PEG channel 98 or digital channel 992. Meetings are rebroadcast during the week of the Council meeting on Tuesday at 1:00 p.m., Thursday at 8:30 a.m. and Friday at 1:00 p.m.



**PROCEEDINGS OF THE JOINT MEETING OF THE
BELOIT CITY COUNCIL AND TOWN OF TURTLE BOARD
Beloit Public Library Community Room, 605 Eclipse Blvd., Beloit, WI 53511
Tuesday, November 27, 2012**

Beloit City Council Present: Sheila De Forest, Charles M. Haynes, Chuck Kincaid, Kevin D. Leavy (arrived at 6:48 p.m.), David F. Luebke, Mark Spreitzer, and James E. Van De Bogart

Town of Turtle Board Present: Roger Anclam, Dave Bomkamp, William Brewer, Tim Kopp, and Ron Splan

1. The meeting was called to order at 6:35 p.m. by the Beloit City Council and the Town of Turtle Board.
2. The Beloit City Council and the Town of Turtle Board introduced themselves to the public and to each other.
3. Town of Turtle Chairperson Roger Anclam led a discussion about the possibility of collaboration and joint service delivery. He listed several projects from which the City and the Town could benefit from collaboration including 208 water quality issues, joint development, and future growth. He said that the fire departments are working well together now and that continuing to develop a relationship between the City and the Town is very important. Council President Charles Haynes said that they need to be neighborly and act in the best interest of everyone in the greater community regardless of boundaries. He said that there has been distrust between the Council and the Board in the past but that success is likely and would benefit both parties. Councilor Luebke thanked everyone for attending and said that they should work together because it is in the best interest of the taxpayers. Councilor De Forest said that she is grateful for the meeting and excited to start an open dialogue about the needs of the City and the Town. Supervisor Kopp said that he has become more optimistic about collaboration since they started meeting and that this is a good opportunity to get something positive done. Councilor Spreitzer said that he is looking forward to learning more about the Town and finding a path to move forward as neighbors. Councilor Kincaid said that he is looking forward to developing specific projects where the groups can work together including the 208 plan and future development.
4. Beloit City Manager Larry Arft said that there may be a meeting before Christmas to start discussing the boundary agreement between the two jurisdictions. He said that the teams will look at the large strategic issues first independently and then have another joint meeting in closed session to negotiate. He said that open sessions with dialogue and citizen participation will also occur. Councilor Haynes said that it is important to retain a vital base of agriculture in the Town as it is integral to our mutual needs and identities. Chairperson Anclam said that farmland preservation is very important to the Town residents and that he hopes to be re-elected in the spring to continue these efforts. Supervisor Kopp said that he would like to see a mechanism in the new agreement for the City and Town to meet periodically to discuss what is and is not working in the agreement. Mr. Arft indicated that staff would be outlining the strategic issues and putting together maps of the area before the next meeting which may occur in December.
5. Supervisor Splan made a motion to adjourn the meeting, and Chairperson Anclam seconded. The motion carried, and the meeting adjourned at 7:22 p.m.

Rebecca S. Houseman, City Clerk

www.ci.beloit.wi.us

Date approved by Council:



PROCEEDINGS OF THE BELOIT CITY COUNCIL
Special Meeting
December 3, 2012
5:30 p.m.

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

1. President Haynes called the meeting to order at 5:35 p.m. in the 4th Floor City Manager's Conference Room at City Hall.
2. Councilor Van De Bogart moved to adjourn into closed session pursuant to Wis. State 19.85(1)(e) to discuss a pending **real estate transaction**. Councilor Leavy seconded. The motion carried, and the Council adjourned into closed session at 5:35 p.m.
3. Councilor Leavy moved to adjourn the meeting, and Councilor Luebke seconded. The motion carried, and the meeting adjourned at 6:07 p.m.

Rebecca S. Houseman
City Clerk

www.ci.beloit.wi.us

Date Approved by Council:



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
Monday, December 3, 2012

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

1. The meeting was called to order at 7:01 p.m. in the Forum at Beloit City Hall.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS – none
4. PUBLIC HEARINGS
 - a. Community Development Director Julie Christensen presented a public hearing and resolution authorizing a **Conditional Use Permit** to allow a drive-thru use in a C-3, Community Commercial District, for Associated Bank, to be located at 602 Henry Avenue. It was noted that the Plan Commission recommended approval 4-0 subject to the conditions outlined in the staff report and resolution. President Haynes opened and closed the public hearing without participation. Councilor Van De Bogart made a motion to adopt the resolution, and Councilor Leavy seconded. The motion carried 6-0. File 8573

5. CITIZENS' PARTICIPATION – none
6. CONSENT AGENDA

Councilor Leavy requested that item 6.b. be removed from the Consent Agenda. Councilor Leavy made a motion to adopt the Consent Agenda, consisting of items 6.a. and 6.c. Councilor Spreitzer seconded, and 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. The **Minutes** of the Special Meeting of November 12, 2012 and the Special and Regular Meetings of November 19, 2012 were approved.
- c. A resolution approving a **Temporary Class “B”/“Class B” Retailer’s License** for a Visit Beloit Event at 500 Public Avenue on December 7, 2012 was adopted. File 8542
- b. Ms. Christensen presented an application for **Annexation** of 1035 and 1041 Udell Drive from the Town of Beloit and a resolution accepting the petition. She said that the resolution directs the City Clerk to notify the Town of Beloit that the property owners have requested to annex to the City of Beloit and refers the application to the Plan Commission to hold a public hearing and make a recommendation to the City Council. Councilor Van De Bogart made a motion to adopt the resolution and refer the matter to the Plan Commission. Councilor Luebke seconded, and the motion carried 6-0. File 7103

7. ORDINANCES

- a. Public Works Operations Director Chris Walsh presented a proposed Ordinance to amend various Sections of 17.06 of the Code of General Ordinances of the City of Beloit pertaining to the **Regulation of Solid Waste**. She explained that the ordinance amends definitions relating to solid waste, bans the disposal of electronic devices as solid waste, identifies noon as the earliest time to place solid waste curbside to avoid the early collection fee, and deletes the language regarding the City’s contractor for residential yard waste. Councilor Van De Bogart made a motion to

substitute this ordinance amendment with the ordinance presented to the Council at this meeting. Councilor Luebke seconded, and the motion carried 6-0. Councilor Leavy inquired about the early collection fee, and Ms. Walsh said that in the past, residents would leave trash and recycling on the curb several days in advance of collection day. She said that the early collection fee was established to discourage this behavior and that it worked very well. She explained that a specific time needed to be outlined in the ordinance as the cut-off to charge the fee. Councilor Van De Bogart made a motion to suspend the rules for a second reading. Councilor Leavy seconded, and the motion carried 6-0. On the merits of the ordinance, Councilor Spreitzer made a motion to enact the ordinance as amended, and Councilor Leavy seconded. The motion carried 6-0, and the amended ordinance was enacted. Ordinance 3473 File 6824

8. APPOINTMENTS – none

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor Van De Bogart reminded the public that Holidazzle will take place on December 7th in Downtown Beloit.
- Councilor Luebke wished everyone a happy holiday season and encouraged them to attend Holidazzle.
- Councilor Leavy thanked the students from Beloit Memorial High School in attendance. He said that he is pleased that they came to see how local government works.
- Councilor Spreitzer said that he is looking forward to Holidazzle.
- Councilor Kincaid said that he is also looking forward to attending Holidazzle.

10. CITY MANAGER'S PRESENTATION – none

11. REPORTS FROM BOARD AND CITY OFFICERS

- a. City Attorney Tom Casper presented a resolution accepting Bradley G. Heyerdahl and Nanci L. Hanson Heyerdahl's **Offer to Purchase** Lots 293 and 294 of Poff's Fourth Sun Valley in the City of Beloit. Attorney Casper explained that the City has sold properties to adjacent landowners in the past and that these property owners requested the same deal. He said that a portion of the property is subject to a farm lease until next summer and that the buyers have agreed not to build on or change the property until the farmer has harvested the crop. Councilor Luebke made a motion to adopt the resolution, and Councilor Leavy seconded. Councilor Kincaid asked if there is anything about the transaction that may prohibit future development of the remainder of the City-owned land, and Ms. Christensen said that it may actually help development by offering a buffer between the single-family neighborhood and possibly more dense future development. The motion carried 6-0. File 6667

12. At 7:23 p.m., Councilor Leavy made a motion to adjourn the meeting, and Councilor Spreitzer seconded. The motion carried 6-0.

Rebecca S. Houseman, City Clerk

www.ci.beloit.wi.us

Date approved by Council:

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

WHEREAS, the agent of record for Board of Trustees for Beloit College, Beloit College Coughy Haus, located at 708 Clary Street is John Winkelmann; and

WHEREAS, the Board of Trustees for Beloit College, has requested and the Alcohol Beverage License Control Committee has recommended that the agent be changed to Steven Oliveri.

NOW, THEREFORE, BE IT RESOLVED, that the new agent for Board of Trustees for Beloit College, Beloit College Coughy Haus, located at 708 Clary Street is Steven Oliveri.

Dated this 17th day of December, 2012.

Charles M. Haynes, 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: December 11, 2012
SUBJECT: Beloit College Coughy Haus

The Alcohol Beverage License Control Committee recommends approval of the change of Agent from John F. Winkelmann III to Steven Oliveri, at 708 Clary Street.

Recommendation for approval carried 7-0.

Rebecca Houseman
City Clerk

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Oliveri		Steven		James	
Home Address (street/route)		Post Office	City	State	Zip Code
700 College Street, Box 203			Beloit	WI	53511
Home Phone Number		Age	Date of Birth	Place of Birth	
815-353-5503				Albuquerque, NM	

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.

Manager of Beloit College Coughy Haus
(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? 105 days

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 permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
Durex Industries	190 Detroit St., Cary, IL 60013	3/2012	Present
Lake Geneva Canopy Tours	N 3219 County Road H, Lake Geneva, WI 53147	3/2012	8/2012

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 29 day of November, 20 12

Sandra D. Fordell
(Clark/Notary Public)
 Sandra D Fordell

My commission expires October 26, 2014

Steven Oliveri
(Signature of Named Individual)



Printed on Recycled Paper

Wisconsin Department of Revenue

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer(s)/members/managers of Beloit College
(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 The Coughy Haus
(trade name)

located at 708 Clary St., Beloit, WI, 53511

appoints Steven Oliveri
(name of appointed agent)

700 College St. Box 203, 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? 105 days

Place of residence last year 830 Bennington Dr., Crystal Lake, IL, 60014

For: Beloit College
(name of corporation/organization/limited liability company)

By: John H. Uccella
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Steven Oliveri
(printtype agent's name), hereby accept this appointment as agent for the

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.

Steven Oliveri 11/30/2012 Agent's age _____
(signature of agent) (date)

700 College St. Box 203, 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)

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Conditional Use Permit Application for the property located at 1877 Madison Road – Council Referral to the Plan Commission

Date: December 17, 2012

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

Building Systems General Corp., on behalf of Woodman's Food Markets Inc., has filed an application for a Conditional Use Permit to allow the expansion of a Warehouse & Freight Movement Use in a C-3, Community Commercial District, for the property located at 1877 Madison Road.

Key Issues (maximum of 5):

- The applicant has proposed the demolition & replacement of an existing 71,678 square-foot warehouse with an expanded 91,546 square-foot warehouse.
 - The proposed warehouse includes six loading docks and will connect the existing Woodman's grocery store to the warehouse addition along Madison Road that was constructed in 2011.
 - The existing east-west driveway that separates the store & accessory warehouse from the freestanding warehouse buildings along Madison Road will be eliminated and the utilities will be relocated at the applicant's expense.
 - Because the Woodman's warehouses at this site serve their grocery stores throughout the region, they are classified as an Industrial use (Warehouse & Freight Movement), which requires a Conditional Use Permit in the C-3 district.
 - The application and preliminary site plans are attached to this report.
-

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 December 19, 2012 meeting
 - This item will most likely return to the City Council for a public hearing and possible action on January 7, 2013
-

Fiscal Note/Budget Impact: N/A

Attachments: Preliminary Site Plans and Application



LOCATION SKETCH

LEGAL DESCRIPTION
 LOT 17 OF CONCRETE INDUSTRIAL PARK, BELOIT, WISCONSIN, AS SHOWN ON THE PLAT OF SAID LOT, BEING PART OF THE 1/4 SECTION 16, T12N, R12E, S12W, COUNTY OF WAUKESHA, STATE OF WISCONSIN, COMMENCED 11/17/1988.

SITE STATISTICAL DATA

NET A-C-1	142,800	PROPOSED	17,000
NET A-C-2	571,900	EXISTING	142,800
TOTAL NET A-C	714,700		

PERCENT COVER	24.2%
PERCENT OPEN	75.8%
PERCENT IMP	0.0%

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PERCENT OPEN	75.8%
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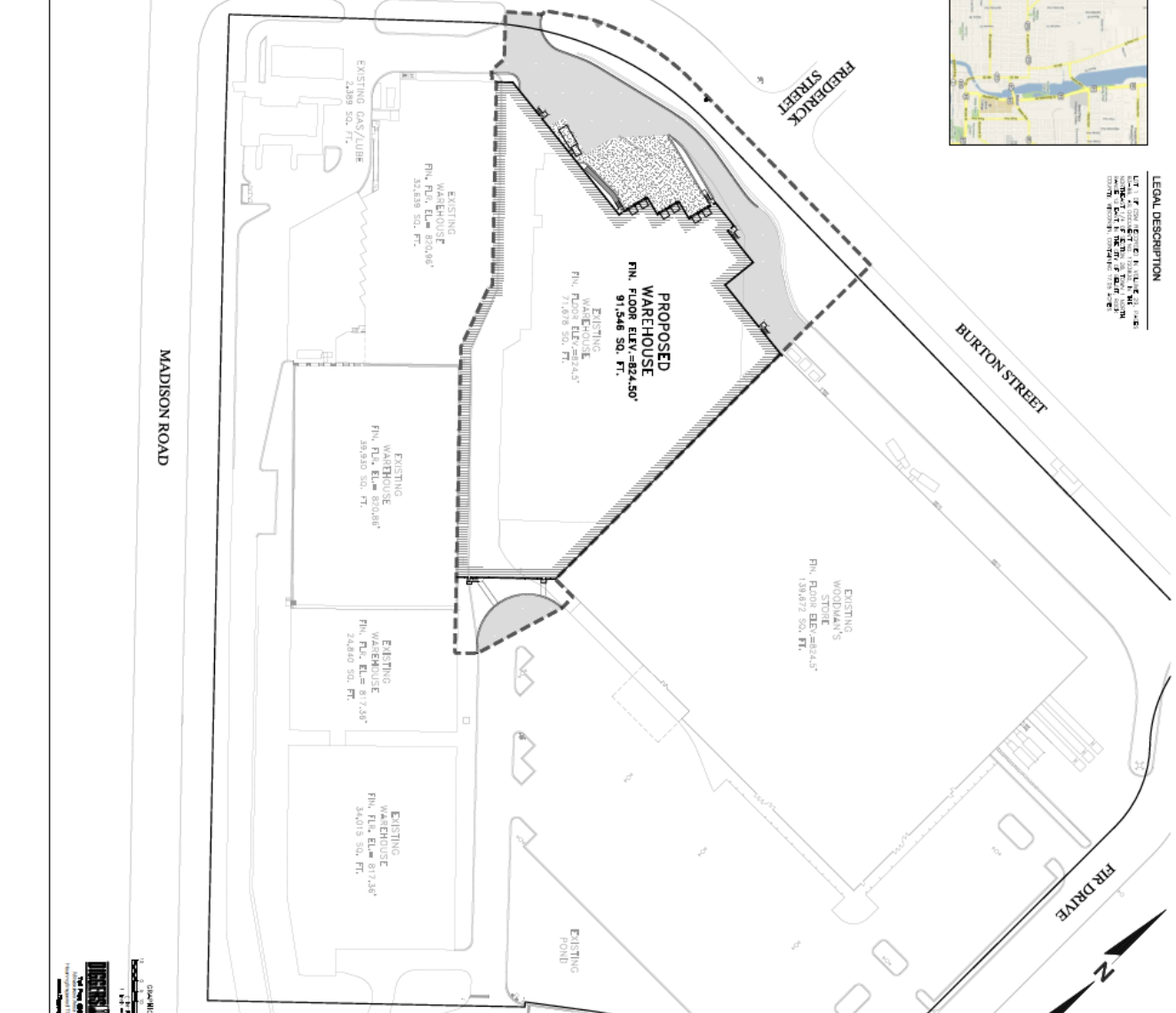
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LEGEND

- HEAVY DASH CONCRETE T-1-E-1
- HEAVY DASH ASPHALT T-1-E-1
- CONCRETE (E-1-D / P-1-D)
- PROPANE GAS BOILER
- PROPANE UNIT / F-1-T-D

GRAPHIC SCALE

1" = 40'

DATE

11/17/2012

BY

J.R.S.

CHECKED BY

J.R.S.

SCALE

AS SHOWN

PROJECT NUMBER

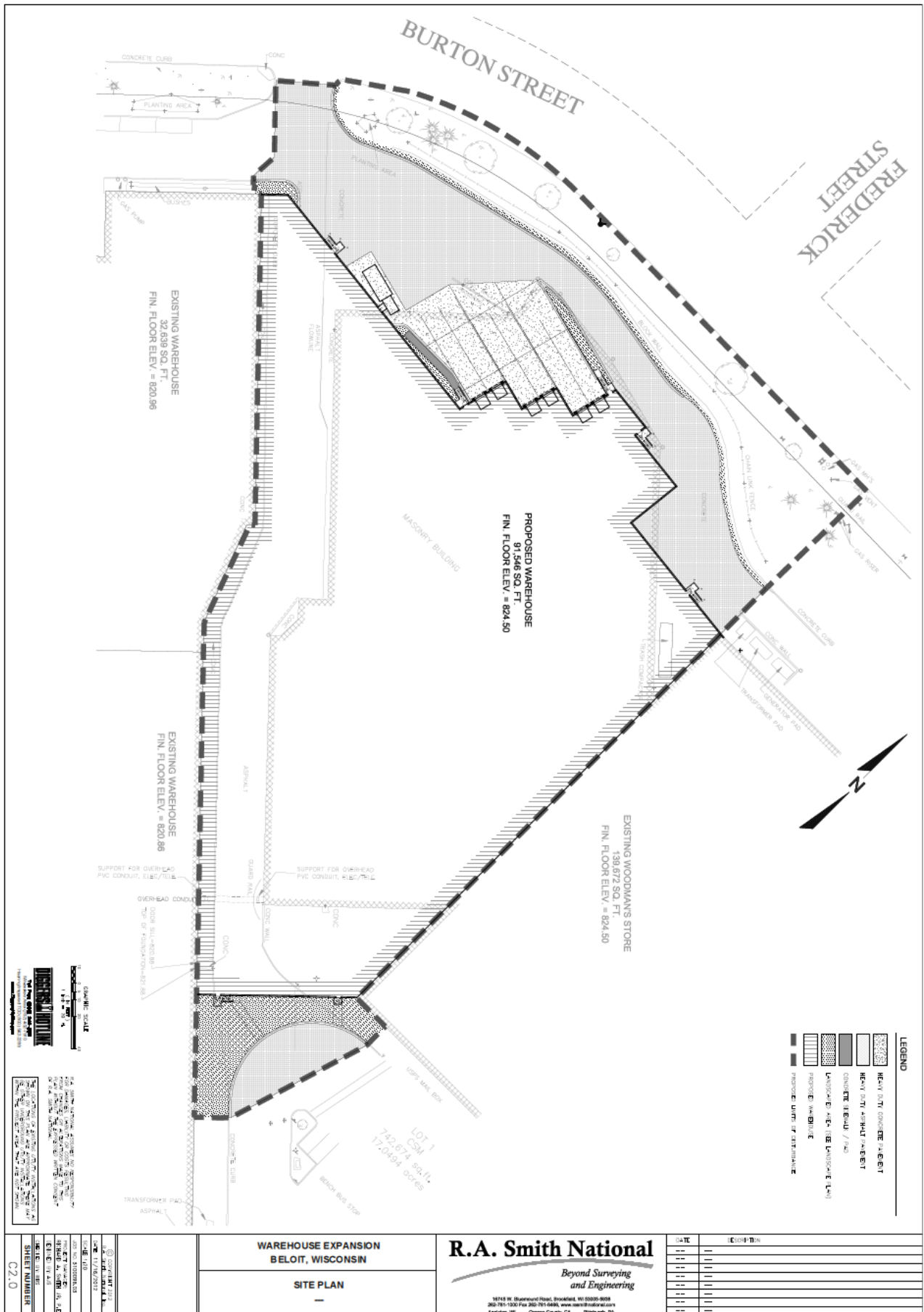
CU-2012-08

WAREHOUSE EXPANSION
BELOIT, WISCONSIN

OVERALL SITE PLAN

R.A. Smith National
 Beyond Surveying and Engineering

18745 W. Business Road, Brookfield, WI 53005-4028
 262-781-3300 Fax: 262-781-6484, www.ra-smith.com
 Appleton, WI Orange County, CA Pittsburgh, PA



**WAREHOUSE EXPANSION
BELOIT, WISCONSIN**

SITE PLAN

R.A. Smith National
*Beyond Surveying
and Engineering*

18743 W. Stonewood Road, Brookfield, WI 53005-9038
262-781-1333 Fax: 262-781-1448, www.ra-smith-national.com
Appleton, WI Orange County, CA Pittsburgh, PA

DATE	REVISION

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-2012-08

1. Address of subject property: 1877 MADISON ROAD

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): 12810060

4. Owner of record: WOODMAN'S FOOD MARKET INC Phone: 608 754 8382

2631 LIBERTY LANE JANESVILLE WI 53519 53545
(Address) (City) (State) (Zip)

5. Applicant's Name: BUILDING SYSTEMS GENERAL CORP

5972 EXECUTIVE DR MADISON WI 53719
(Address) (City) (State) (Zip)

608 276 4400 1 608 575 7503 1 GFOX@BSGLWI.COM
(Office Phone #) (Cell Phone #) (E-mail Address)

6. All existing use(s) on this property are: GROCERY STORE, GAS STATION/LUBE, CAR WASH AND WAREHOUSE

7. THE FOLLOWING ACTION IS REQUESTED:

A Conditional Use Permit for: TO EXPAND WAREHOUSE USE
_____ in a(n) C-3 _____ Zoning District.

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

Principal use: SAME AS 6. ABOVE

Secondary use: _____

Accessory use: _____

9. Project timetable: Start date: 3/2013 Completion date: 12/2013

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

- () Owner
- () Leasehold, length of lease: _____
- (X) Contractual, nature of contract: CONSTRUCTION MANAGER
- () Other, explain: _____

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

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

_____/_____/_____
 (Signature of Owner) (Print name) (Date)
Philip A. Weisheitman / PHILIP A. WEISHEITMAN / 11/20/12
 (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: <u>\$275.00</u>	Amount paid: <u>\$275.00</u>	Meeting date: <u>Dec. 19, 2012</u>
No. of notices: _____	x mailing cost (\$0.50) = cost of mailing notices: \$ _____	
Application accepted by: <u>Douglas</u>	Date: <u>11/20/12</u>	

**RESOLUTION
APPROVING FARM LEASES
BETWEEN THE CITY OF БЕЛОIT
AND WALSH AGRICULTURAL HOLDINGS, LLC**

The City Council of the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Farm Leases between the City of Beloit and Walsh Agricultural Holdings, LLC be, and the same is hereby, approved.

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

Adopted at Beloit, Wisconsin this 17th day of December, 2012.

City Council of the City of Beloit

Charles Haynes, Council President

ATTEST:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Resolution approving farm leases between Walsh Agricultural Holdings LLC and the City of Beloit.

Date: 12/17/12

Presenter(s): Andrew Janke

Department(s): Economic Development

Overview/Background Information:

In September of 2011 RFP's were sent out to 14 farming operations requesting bids for farming land in the Gateway Business Park and the Willowbrook Business Park. Walsh Agricultural Holdings LLC was the highest bidder at \$285 an acre and on October 17, 2011 Council approved a lease with Walsh Agricultural Holdings.

The lease approved by Council was for 14 months beginning on November 1, 2011 ending on December 31, 2012. However, the original RFP called for a two year lease with two one year renewals. The attached leases conform to the terms as specified in the original RFP and clarifies that the leases begin at the first of the year and end at the end of each calendar year that they are in effect.

Key Issues (maximum of 5):

1. The Gateway land area is 212.98 tillable acres and will generate \$60,699.30 in income.
2. The Willowbrook land area is 115.87 tillable acres and will generate \$33,022.95 in income.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.): As the leased land is zoned for future industrial development, it supports Goal #2 since it could result in the creation of new jobs and 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** – These leases reduce the dependence on fossil fuel as some of the harvested corn is used in the production of ethanol.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – NA
- **Reduce dependence on activities that harm life sustaining eco-systems** – The proposed activity will not impact wetlands or sensitive wildlife.
- **Meet the hierarchy of present and future human needs fairly and efficiently** – Some of the corn harvested will meet human needs by being put into food production.

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

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

Fiscal Note/Budget Impact: Rental income for the Gateway property is directed to the land's owner the Greater Beloit Economic Development Corporation. Rental income for the wastewater property is directed to TID # 8.

GATEWAY FARM

LEASE

THIS LEASE is made this 1st of January, 2013 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 referred to as "**Lessor**") and Walsh Agricultural Holdings, LLC, with a principal place of business located at 11817 S. Stateline Rd., Beloit, Wisconsin 53511 (hereinafter referred to as "**Lessee**").

1. **Leased Premises:** **Lessor** hereby leases to **Lessee** the property described on Exhibit A (map) which is attached hereto. The leased premises consist of approximately 212.98 tillable acres of farmland. There are no buildings on the leased premises as shown on Exhibit A.

2. **Term:** This lease shall commence upon the date of execution hereof and end on December 31, 2013. The lease may be extended for two (2) additional one-year terms with the first commencing January 1, 2014 and ending on December 31, 2014 and the second commencing January 1, 2015 and ending December 31, 2015; provided that the **Lessee** provides the **Lessor** with written notice of **Lessee's** intent to renew not more than 90 days nor less than 30 days prior to the expiration of the lease term subject to extension. Each extension shall be on the same terms and conditions herein. No extension will be allowed should **Lessee** be in default of any term or condition of the lease at the time of notice of intent to renew, or if the **Lessee** has been more than 30 days late in any payment obligation hereunder.

3. **Rent:** The **Lessee** shall pay to the **Lessor** as rent for the lease of the property described above the sum of \$60,699.30 payable annually at the Office of the City Treasurer, City

Hall (Attn: Finance), 100 State Street, Beloit, Wisconsin, as follows:

\$30,349.65 on or before May 17, 2013; and

\$30,349.65 on or before November 15, 2013.

If the lease is extended for 2014 and again for 2015, payments will be as follows:

\$30,349.65 on or before May 16, 2014; and

\$30,349.65 on or before November 21, 2014; and

\$30,349.65 on or before May 15, 2015; and

\$30,349.65 on or before November 20, 2015.

4. **Rent Abatement:** **Lessor** shall have the right to sell any portion of the leased premises during the term of this lease, and upon closing of such sale this lease shall automatically terminate with respect to that portion of the premises that is sold. **Lessee** hereby permits the **Lessor** and any prospective buyer or their agents or designees of the leased premises to enter upon the same for the purpose of conducting soil borings and/or surveying the leased premises, provided that buyer gives **Lessee** five days' notice of buyer's intent to enter thereon. Neither **Lessor** nor the prospective buyer shall be liable for any crop damage resulting from soil borings or surveying activities, provided that such damage is kept to the minimum amount necessary to accomplish the same. If **Lessor** sells any portion of the leased premises during the term of this lease, **Lessor** shall require the buyer, as a condition of sale, to either:

- (a) Permit **Lessee** to harvest the crops during the term of this lease; or
- (b) Pay **Lessee** for any crops damaged by buyer upon such terms and conditions the **Lessee** and buyer shall agree.

5. **Condition of Premises:** Lessee has examined the premises and knows the condition thereof. No representations have been made to Lessee by Lessor regarding the condition of the property.

6. **Permitted Uses:** The leased premises shall be used solely for the purpose of growing crops. Lessee agrees that it will not permit any hazardous substance or hazardous materials to be discharged upon the leased premises and will not commit waste upon the premises.

7. **Indemnification:** Lessee agrees to hold Lessor harmless and to indemnify Lessor for any liability arising from Lessee's use of the premises during the term of this lease.

8. **Sublease and Assignment Prohibited:** Lessee may not assign this lease or sublet the premises without the written consent of the Lessor.

9. **Best Management Practices:** Lessee agrees to control soil erosion and to use best management practices during the term of this lease.

10. **Insurance - Certificate of Insurance:** Lessee shall, at Lessee's expense, procure the following insurance policies from insurance companies licensed to do business in the State of Wisconsin, in amounts and coverages not less than hereinafter set forth:

(a) **General Liability Insurance:**

(1) Each Occurrence Limit \$1,000,000.00

(b) **Automobile Liability Insurance:** The Lessee shall provide Automobile

Liability insurance covering all vehicles used by **Lessee** in the amount of \$500,000.00.

Lessee shall provide **Lessor** with a certificate of insurance. The certificate shall name the **Lessor** as certificate holder and shall unequivocally provide that the policies of insurance shall not be canceled or altered without sixty (60) days prior written notice to **Lessor**. Said certificate shall be provided to **Lessor** at the time of execution hereof and further certificates shall be provided immediately upon expiration of any policy or policies subject to the initial certificate.

11. **Removal of Crops:** **Lessee** shall remove all crops from the leased premises prior to the expiration of this lease. Any crops or equipment remaining on the leased premises at the time of expiration of this lease shall be deemed abandoned and become the property of the **Lessor**.

12. **Storage of Farm Equipment:** **Lessee** shall not store farm equipment or other moveable property on the leased premises at any time. However, during the planting and harvesting seasons, farm equipment may be kept on the premises overnight, but only while the **Lessee** is actively engaged in planting or harvesting.

13. **Hunting Prohibited:** Neither party shall permit any person to enter the leased premises for the purpose of hunting, shooting or capturing any wild animals during the term of this lease. **Lessee** may, as **Lessor's** agent, post "No Hunting" signs on the property.

14. **Default:** If **Lessee** commits waste or stores any farm equipment or moveable property upon the leased premises in violation of this lease, **Lessor** shall give **Lessee** five (5) days' notice to cure **Lessee's** default. If **Lessee** does not cure the default within five (5) days, **Lessee** shall

pay to **Lessor** a penalty of \$100.00 per day for each day that **Lessee** continues to commit waste or continues to store equipment or moveable property on the leased premises in violation of this agreement.

15. **Access To Property:** Lessee shall access the leased premises from that portion of Colley Road and from County P adjacent to the leased premises.

16. **Affirmative Action:** Lessee agrees to adopt an affirmative action plan to increase in its partners, associates, and employees members of under-represented groups in all of its departments, job classifications, and salary categories. In the event that **Lessee** subcontracts any portion of this lease, **Lessee** will include, in its subcontracts, a requirement that its subcontractors adopt an affirmative action plan. **Lessee** 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:** Lessee 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 lease is subcontracted by **Lessee**, **Lessee** 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. **Amendments:** This lease may be amended only by written mutual agreement of the **Lessor and Lessee.**

19. **Notices:** Notices to the parties to this lease **shall** be as follows:

To **Lessor:** City of Beloit

Attn: Andrew L. Janke, CPM

100 State Street

Beloit, WI 53511

To **Lessee:** Walsh Agricultural Holdings, LLC

Aaron Walsh

11817 S. Stateline Rd.

Beloit, WI 53511

IN WITNESS WHEREOF, the parties have executed this lease as of the date first written above.

LESSOR: CITY OF BELOIT

LESSEE:

By: _____
Larry N. Arft, City Manager

By: _____
Aaron Walsh

Attest:

By: _____
Rebecca S. Houseman, City Clerk

Approved as to Form:

By: _____
Thomas R. Casper, City Attorney

tdh/files/11-1219/Gateway Farm Lease=121130 1635 (cln)

LAND OWNER:

GREATER BELOIT ECONOMIC DEVELOPMENT CORPORATION

By: _____

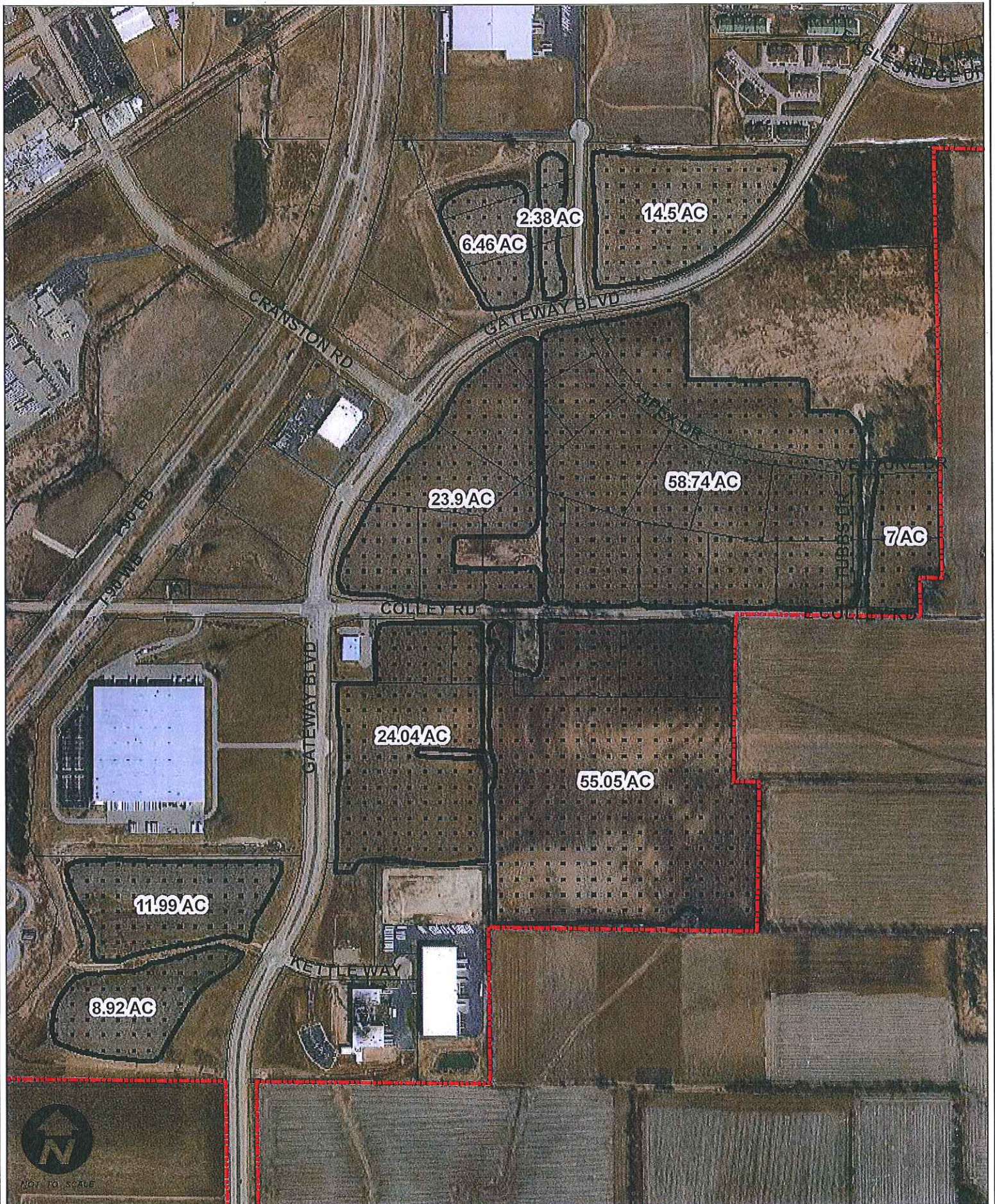
John Nicholas, Chairman

OPTION HOLDER:

MLG COMMERCIAL

By: _____

Andy Teske, Corporate Council



- City Limits
- Farmable Land
212.98 Acres

City of Beloit Gateway Area Farming Map

Engineering Division
November 4, 2011

WILLOWBROOK FARM

LEASE

THIS LEASE is made this 1st of January, 2013, 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 referred to as "**Lessor**") and Walsh Agricultural Holdings, LLC with a principal place of business located at 11817 S. Stateline Rd., Beloit, Wisconsin 53511 (hereinafter referred to as "**Lessee**").

1. **Leased Premises:** **Lessor** hereby leases to **Lessee** the property described on Exhibit A (map) which is attached hereto. The leased premises consist of approximately 115.87 tillable acres of farmland. There are no buildings on the leased premises as shown on Exhibit A.

2. **Term:** This lease shall commence upon the date of execution hereof and end on December 31, 2013. The lease may be extended for two (2) additional one-year terms with the first commencing January 1, 2014 and ending on December 31, 2014 and the second commencing January 1, 2015 and ending December 31, 2015; provided that the **Lessee** provides the **Lessor** with written notice of **Lessee's** intent to renew not more than 90 days nor less than 30 days prior to the expiration of the lease term subject to extension. Each extension shall be on the same terms and conditions herein. No extension will be allowed should **Lessee** be in default of any term or condition of the lease at the time of notice of intent to renew, or if the **Lessee** has been more than 30 days late in any payment obligation hereunder.

3. **Rent:** The **Lessee** shall pay to the **Lessor** as rent for the lease of the property described above the sum of \$33,022.95 payable annually at the Office of the City Treasurer, City Hall (Attn: Finance), 100 State Street, Beloit, Wisconsin, as follows:

\$16,511.48 on or before May 17, 2013; and

\$16,511.47 on or before November 15, 2013.

If the lease is extended for 2014 and again for 2015, payments will be as follows:

\$16,511.48 on or before May 16, 2014; and

\$16,511.47 on or before November 21, 2014; and

\$16,511.48 on or before May 15, 2015; and

\$16,511.47 on or before November 20, 2015.

4. **Rent Abatement:** Lessor shall have the right to sell any portion of the leased premises during the term of this lease, and upon closing of such sale this lease shall automatically terminate with respect to that portion of the premises that is sold. Lessee hereby permits the Lessor and any prospective buyer or their agents or designees of the leased premises to enter upon the same for the purpose of conducting soil borings and/or surveying the leased premises, provided that buyer gives Lessee five days' notice of buyer's intent to enter thereon. Neither Lessor nor the prospective buyer shall be liable for any crop damage resulting from soil borings or surveying activities, provided that such damage is kept to the minimum amount necessary to accomplish the same. If Lessor sells any portion of the leased premises during the term of this lease, Lessor shall require the buyer, as a condition of sale, to either:

- (a) Permit Lessee to harvest the crops during the term of this lease; or
- (b) Pay Lessee for any crops damaged by buyer upon such terms and conditions the Lessee and buyer shall agree.

5. **Condition of Premises:** Lessee has examined the premises and knows the condition thereof. No representations have been made to Lessee by Lessor regarding the condition of the property.

6. **Permitted Uses:** The leased premises shall be used solely for the purpose of growing crops. Lessee agrees that it will not permit any hazardous substance or hazardous materials to be discharged upon the leased premises and will not commit waste upon the premises.

7. **Indemnification:** Lessee agrees to hold Lessor harmless and to indemnify Lessor for any liability arising from Lessee's use of the premises during the term of this lease.

8. **Sublease and Assignment Prohibited:** Lessee may not assign this lease or sublet the premises without the written consent of the Lessor.

9. **Best Management Practices:** Lessee agrees to control soil erosion and to use best management practices during the term of this lease.

10. **Insurance - Certificate of Insurance:** Lessee shall, at Lessee's expense, procure the following insurance policies from insurance companies licensed to do business in the State of Wisconsin, in amounts and coverages not less than hereinafter set forth:

(a) **General Liability Insurance:**

(1) Each Occurrence Limit \$1,000,000.00

(b) **Automobile Liability Insurance:** The Lessee shall provide Automobile Liability insurance covering all vehicles used by Lessee in the amount of \$500,000.00.

Lessee shall provide Lessor with a certificate of insurance. The certificate shall name the Lessor as certificate holder and shall unequivocally provide that the policies of insurance shall not be canceled or altered without sixty (60) days prior written notice to Lessor. Said certificate shall be provided to Lessor at the time of execution hereof and further certificates shall be provided immediately upon expiration of any policy or policies subject to the initial

certificate.

11. **Removal of Crops:** Lessee shall remove all crops from the leased premises prior to the expiration of this lease. Any crops or equipment remaining on the leased premises at the time of expiration of this lease shall be deemed abandoned and become the property of the Lessor.

12. **Storage of Farm Equipment:** Lessee shall not store farm equipment or other moveable property on the leased premises at any time. However, during the planting and harvesting seasons, farm equipment may be kept on the premises overnight, but only while the Lessee is actively engaged in planting or harvesting.

13. **Hunting Prohibited:** Neither party shall permit any person to enter the leased premises for the purpose of hunting, shooting or capturing any wild animals during the term of this lease. Lessee may, as Lessor's agent, post "No Hunting" signs on the property.

14. **Default:** If Lessee commits waste or stores any farm equipment or moveable property upon the leased premises in violation of this Lease, Lessor shall give Lessee five (5) days' notice to cure Lessee's default. If Lessee does not cure the default within five (5) days, Lessee shall pay to Lessor a penalty of \$100.00 per day for each day that Lessee continues to commit waste or continues to store equipment or moveable property on the leased premises in violation of this agreement.

15. **Access To Property:** Lessee shall access the leased premises from that portion of Colley Road adjacent to the leased premises.

16. **Affirmative Action:** Lessee agrees to adopt an affirmative action plan to increase in its partners, associates, and employees members of under-represented groups in all of its departments, job classifications, and salary categories. In the event that Lessee subcontracts

any portion of this lease, **Lessee** will include, in its subcontracts, a requirement that its subcontractors adopt an affirmative action plan. **Lessee** 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:** **Lessee** 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 lease is subcontracted by **Lessee**, **Lessee** 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. **Amendments:** This lease may be amended only by written mutual agreement of the **Lessor** and **Lessee**.

19. **Notices:** Notices to the parties to this lease shall be as follows:

To Lessor:	City of Beloit Attn: Andrew L. Janke, CPM 100 State Street Beloit, WI 53511
To Lessee:	Walsh Agricultural Holdings, LLC Aaron Walsh 11817 S. Stateline Rd. Beloit, WI 53511

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

LESSOR: CITY OF БЕЛОIT

LESSEE:

By: _____

Larry N. Arft, City Manager

By: _____

Aaron Walsh

Attest:

By: _____

Rebecca S. Houseman, City Clerk

Approved as to Form:

By: _____

Thomas R. Casper, City Attorney

Tdh/files/11-1220/Willowbrook Farm Lease=121130 1554 (rdln)



- City Limits
- Farmable Land
115.87 Acres

City of Beloit Willowbrook Rd. Area Farming Map

Engineering Division
November 4, 2011

**RESOLUTION APPROVING
EMERGENCY AMBULANCE SERVICE AGREEMENT
WITH THE TOWN OF TURTLE**

WHEREAS, the City of Beloit and the Town of Turtle have historically cooperated with one another in the provision of ambulance services; and

WHEREAS, the Town of Turtle provides first response emergency medical service, and the City of Beloit is equipped and trained to provide Paramedic Emergency Medical Service and has done so for some time in the area served by the Town of Turtle; and

WHEREAS, the previous agreement did not provide a mechanism to pay for the emergency ambulance service provided by the City of Beloit to the Town of Turtle; and

WHEREAS, the attached intergovernmental agreement will establish a fee for service and ease the burden of providing this service to the Town of Turtle.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, hereby finds that the attached intergovernmental agreement is in the best interests of the City of Beloit and the City Manager of the City of Beloit be, and he is hereby, authorized to execute said intergovernmental agreement on behalf of the City of Beloit and to do all other things necessary to implement the provisions therein.

Adopted this 17th day of December, 2012.

City Council of the City of Beloit

Charles Haynes, President

Attest:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution Ambulance Service Agreements with the Town of Turtle and Town of La Prairie

Date: December 17, 2012

Presenter(s): Chief Brad Liggett

Department(s): Fire

Overview/Background Information: The Town of La Prairie and the Town of Turtle receive ambulance service from the City of Beloit Fire Department. This is a successor agreement to the agreement that expires December 31, 2012.

Key Issues (maximum of 5):

1. The Town of La Prairie will pay the City of Beloit the following on a three year contract.

<u>CALENDAR YEAR</u>	<u>AMOUNT DUE</u>	<u>PAYMENT DUE BY</u>
01/01/2013 – 12/31/2013	\$2185.62	01/31/2013
01/01/2014 – 12/31/2014	\$2393.25	01/31/2014
01/01/2015 – 12/31/2015	\$2620.61	01/31/2015

2. The Town of Turtle will pay the City of Beloit the following on an identical three year contract.

<u>CALENDAR YEAR</u>	<u>AMOUNT DUE</u>	<u>PAYMENT DUE BY</u>
01/01/2013 – 12/31/2013	\$18,218.06	01/31/2013
01/01/2014 – 12/31/2014	\$19,948.77	01/31/2014
01/01/2015 – 12/31/2015	\$21,843.90	01/31/2015

3. Both townships will still pay the non-resident rate for direct service.
4. Because the TOL & TOT residents do not pay City of Beloit property tax this is their contribution to helping maintain response capacity.

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

Communicate and partner with other jurisdictions and organizations to coordinate effective and efficient service delivery and stimulate regional prosperity.

The TOT & TOL do not have the demand, infrastructure or funding to begin an ambulance service. This partnership is essential to providing a cooperative regional service while sharing the cost fairly across the communities who use the service.

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** – This will not reduce our dependency on fossil fuels.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – This will not reduce our dependence on chemicals and other manufacturing substances.
- **Reduce dependence on activities that harm life sustaining eco-systems** – This will not reduce dependence on activities that harm life sustaining eco-systems.
- **Meet the hierarchy of present and future human needs fairly and efficiently** – This will meet the needs of our expanding population by providing a response to emergency medical needs in an efficient and effective way.

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

Action required/Recommendation: Approve the resolution authorizing City Manager Arft to sign the ambulance agreements.

Fiscal Note/Budget Impact: This will help reduce the need for tax increment to fund the ambulance service.

EMERGENCY AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between the **City of Beloit**, a Wisconsin municipal corporation, (hereinafter referred to as “**City**”) and the **Town of Turtle** (hereinafter referred to as “**Town**”).

WHEREAS, the Parties have the power to provide emergency ambulance service within their respective governmental jurisdiction, to-wit:

- (a) The **City** operates its emergency ambulance service under the authority of Section 62.133, Wisconsin Statutes.
- (b) Townships in the State of Wisconsin have the authority to provide and contract for emergency ambulance service under the authority of Section 60.565, Wisconsin Statutes; and

WHEREAS, the **Town** desires to contract with the **City** for ambulance services; and

WHEREAS, the **City** is willing to provide ambulance service to the **Town** upon the terms and conditions hereinafter set forth; and

WHEREAS, the **City** and the **Town** are authorized, pursuant to the statutes cited above and pursuant to Section 66.0301 of the Wisconsin Statutes, to enter into this Agreement.

NOW, THEREFORE, the **City** and the **Town** (collectively the “Parties”) agree as follows:

1. **Description of Services.** The **City** hereby agrees to provide emergency ambulance services, when the **City**’s equipment and personnel are available, to the **Town** within its territorial jurisdiction as hereinafter provided.

2. **Hours of Service.** The **City** will provide emergency ambulance service, when the **City's** equipment and personnel are available, to the **Town** twenty-four (24) hours per day, seven (7) days per week and fifty-two (52) weeks per year.

3. **Level of Service.** The **City** will provide emergency ambulance service, when the **City's** equipment and personnel are available, to all persons in need of such service within the service area of the **Town**. The **City** will determine whether a person is in need of such service in accordance with the standards prevailing within the **City**. The **City's** ambulance vehicles and equipment will be operated in accordance with all applicable regulations of the State of Wisconsin. Personnel of the **City's** Fire Department shall determine whether a call for service constitutes an emergency; whether services shall be provided; and the extent to which services shall be rendered. The **City** will transport persons in need of emergency ambulance service to Beloit Memorial Hospital in the city of Beloit, or to such other medical facility as the physical condition of the patient may require. The **City's** Fire Chief, or the commanding officer in charge, shall determine which medical facility is required by the physical condition of the patient.

4. **Response.** Within reason and exercising proper and appropriate discretion, the **City** agrees to respond to all requests for emergency ambulance services, when the **City's** equipment and personnel are available, within the territorial jurisdiction of the **Town**.

5. **Cost of Services.** The **Town** agrees to pay the **City** for costs of services as follows:

<u>CALENDAR YEAR</u>	<u>AMOUNT DUE</u>	<u>PAYMENT DUE BY</u>
01/01/2013 – 12/31/2013	\$18,218.06	01/31/2013
01/01/2014 – 12/31/2014	\$19,948.77	01/31/2014
01/01/2015 – 12/31/2015	\$21,843.90	01/31/2015

The Parties agree that this fee is designed to offset the expenses of the **City** in maintaining the infrastructure, equipment and personnel necessary to provide ambulance service and that individual calls for service will be billed separately. The **Town** acknowledges that the **City** charges a nonresident rate for direct service. The amount is set by City Council resolution. Said resolutions are available from the City Clerk and are posted on the City website, <http://www.ci.beloit.wi.us/>.

6. **Billing for Services.** The **City** and/or the **City's** billing contractor shall bill the patients receiving **City** services in the **Town** or such other person responsible for payment of the patient's bill. The **City** agrees to issue each bill promptly. The bill shall contain the date, time and place of the occurrence and the name and address of the patient.

7. **Employee Status.** The **City** shall employ all persons performing the emergency ambulance services to the **Town** under this Agreement. No **City** employee shall have any claim against the **Town** for employment benefits, including, but not limited to, pensions, worker's compensation, civil service or other rights of **Town** employees.

8. **Indemnity.** The **Town** shall indemnify and hold the **City**, its officers, employees and agents, harmless from any liability for claims arising out of the acts or omissions of the **Town**, its officers, employees and agents. Likewise, the **City** shall indemnify and hold the **Town**, its officers, employees and agents, harmless from any liability for claims arising out of the acts or omissions of the **City**, its officers, employees and agents. Each party agrees to maintain general liability insurance to cover liability for its acts and omissions, including the acts and omissions of its officers, employees and agents.

9. **Operating Cost.** Except as noted in paragraph (5) of this Agreement, the **Town** shall assume no liability for the payment of operating expenses, including salaries, wages, benefits or

other compensation paid to officers, agents or employees of the **City** for providing emergency ambulance service within the **Town** pursuant to this Agreement.

10. **Records.** The various officers and departments of the **City** performing services under this Agreement shall keep reasonably itemized and detailed work records covering the cost of services performed under this Agreement.

11. **Notification of Emergency.** The **City** agrees to make a reasonable effort to notify the **Town**, its designated officers or employees, of any emergency response being made to the **Town's** service area as soon as possible after receipt of a call for such response. Prompt notice is necessary to enable the **Town** to respond, if appropriate, with aid to the location of the emergency.

12. **Term of Contract.** This Agreement shall be in effect from January 1, 2013 until December 31, 2015.

13. **Termination.** This Agreement shall not be terminated by either party except upon mutual agreement of the Parties within the first six (6) months of this Agreement. After the initial six-month period, either party may terminate the contract upon sixty (60) days written notice to the other party.

14. **Notices.** Any notice required by this Agreement shall be made in writing and shall be mailed to the other party as follows:

To the **Town:** Town of Turtle
6916 S. County Road J
Beloit, WI 53511

To the **City:** City of Beloit Fire Department
1111 Church Street
Beloit, WI 53511

15. **Non-Exclusive Agreement.** The Parties agree that the **Town** is not required to make sole or exclusive use of the **City's** emergency ambulance services described in this Agreement.

16. **Amendment.** This Agreement may be amended at any time by mutual written agreement of the Parties.

17. **Agreement Binding.** This Agreement shall be binding upon the Parties hereto, their successors and assigns.

CITY OF BELOIT:

TOWN OF TURTLE:

By: _____
Larry Arft, City Manager

By: _____

Attest:

By: _____

tdh/files/12-1236/TurtleEmgAmbulanceServAgr=121129 1428 (cln)

**RESOLUTION APPROVING
EMERGENCY AMBULANCE SERVICE AGREEMENT
WITH THE TOWN OF LAPRAIRIE**

WHEREAS, the City of Beloit and the Town of LaPrairie have historically cooperated with one another in the provision of ambulance services; and

WHEREAS, the Town of LaPrairie provides first response emergency medical service, and the City of Beloit is equipped and trained to provide Paramedic Emergency Medical Service and has done so for some time in the area served by the Town of LaPrairie; and

WHEREAS, the previous agreement did not provide a mechanism to pay for the emergency ambulance service provided by the City of Beloit to the Town of LaPrairie; and

WHEREAS, the attached intergovernmental agreement will establish a fee for service and ease the burden of providing this service to the Town of LaPrairie.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, hereby finds that the attached intergovernmental agreement is in the best interests of the City of Beloit and the City Manager of the City of Beloit be, and he is hereby, authorized to execute said intergovernmental agreement on behalf of the City of Beloit and to do all other things necessary to implement the provisions therein.

Adopted this 17th day of December, 2012.

City Council of the City of Beloit

Charles Haynes, President

Attest:

Rebecca S. Housman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution Ambulance Service Agreements with the Town of Turtle and Town of La Prairie

Date: December 17, 2012

Presenter(s): Chief Brad Liggett

Department(s): Fire

Overview/Background Information: The Town of La Prairie and the Town of Turtle receive ambulance service from the City of Beloit Fire Department. This is a successor agreement to the agreement that expires December 31, 2012.

Key Issues (maximum of 5):

1. The Town of La Prairie will pay the City of Beloit the following on a three year contract.

<u>CALENDAR YEAR</u>	<u>AMOUNT DUE</u>	<u>PAYMENT DUE BY</u>
01/01/2013 – 12/31/2013	\$2185.62	01/31/2013
01/01/2014 – 12/31/2014	\$2393.25	01/31/2014
01/01/2015 – 12/31/2015	\$2620.61	01/31/2015

2. The Town of Turtle will pay the City of Beloit the following on an identical three year contract.

<u>CALENDAR YEAR</u>	<u>AMOUNT DUE</u>	<u>PAYMENT DUE BY</u>
01/01/2013 – 12/31/2013	\$18,218.06	01/31/2013
01/01/2014 – 12/31/2014	\$19,948.77	01/31/2014
01/01/2015 – 12/31/2015	\$21,843.90	01/31/2015

3. Both townships will still pay the non-resident rate for direct service.

4. Because the TOL & TOT residents do not pay City of Beloit property tax this is their contribution to helping maintain response capacity.

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

Communicate and partner with other jurisdictions and organizations to coordinate effective and efficient service delivery and stimulate regional prosperity.

The TOT & TOL do not have the demand, infrastructure or funding to begin an ambulance service. This partnership is essential to providing a cooperative regional service while sharing the cost fairly across the communities who use the service.

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** – This will not reduce our dependency on fossil fuels.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – This will not reduce our dependence on chemicals and other manufacturing substances.
- **Reduce dependence on activities that harm life sustaining eco-systems** – This will not reduce dependence on activities that harm life sustaining eco-systems.
- **Meet the hierarchy of present and future human needs fairly and efficiently** – This will meet the needs of our expanding population by providing a response to emergency medical needs in an efficient and effective way.

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

Action required/Recommendation: Approve the resolution authorizing City Manager Arft to sign the ambulance agreements.

Fiscal Note/Budget Impact: This will help reduce the need for tax increment to fund the ambulance service.

EMERGENCY AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between the **City of Beloit**, a Wisconsin municipal corporation, (hereinafter referred to as “**City**”) and the **Town of La Prairie** (herein referred to as “**Town**”).

WHEREAS, the Parties have the power to provide emergency ambulance service within their respective governmental jurisdiction, to-wit:

- (a) The **City** operates its emergency ambulance service under the authority of Section 62.133, Wisconsin Statutes.
- (b) Townships in the State of Wisconsin have the authority to provide and contract for emergency ambulance service under the authority of Section 60.565, Wisconsin Statutes; and

WHEREAS, the **Town** desires to contract with the **City** for ambulance services; and

WHEREAS, the **City** is willing to provide ambulance service to the **Town** upon the terms and conditions hereinafter set forth; and

WHEREAS, the **City** and the **Town** are authorized, pursuant to the statutes cited above and pursuant to Section 66.0301 of the Wisconsin Statutes, to enter into this Agreement.

NOW, THEREFORE, the **City** and the **Town** (collectively the “Parties”) agree as follows:

- 1. **Description of Services.** The **City** hereby agrees to provide emergency ambulance services, when the **City**’s equipment and personnel are available, to the **Town** within its territorial jurisdiction as hereinafter provided.
- 2. **Hours of Service.** The **City** will provide emergency ambulance service, when the **City**’s equipment and personnel are available, to the **Town** twenty-four (24) hours per day, seven (7)

days per week and fifty-two (52) weeks per year.

3. **Level of Service.** The **City** will provide emergency ambulance service, when the **City's** equipment and personnel are available, to all persons in need of such service within the service area of the **Town**. The **City** will determine whether a person is in need of such service in accordance with the standards prevailing within the **City**. The **City's** ambulance vehicles and equipment will be operated in accordance with all applicable regulations of the State of Wisconsin. Personnel of the **City's** Fire Department shall determine whether a call for service constitutes an emergency; whether services shall be provided; and the extent to which services shall be rendered. The **City** will transport persons in need of emergency ambulance service to Beloit Memorial Hospital in the city of Beloit, or to such other medical facility as the physical condition of the patient may require. The **City's** Fire Chief, or the commanding officer in charge, shall determine which medical facility is required by the physical condition of the patient.

4. **Response.** Within reason and exercising proper and appropriate discretion, the **City** agrees to respond to all requests for emergency ambulance services, when the **City's** equipment and personnel are available, within the territorial jurisdiction of the **Town**.

5. **Cost of Services.** The **Town** agrees to pay the **City** for costs of services as follows:

<u>CALENDAR YEAR</u>	<u>AMOUNT DUE</u>	<u>PAYMENT DUE BY</u>
01/01/2013 – 12/31/2013	\$2185.62	01/31/2013
01/01/2014 – 12/31/2014	\$2393.25	01/31/2014
01/01/2015 – 12/31/2015	\$2620.61	01/31/2015

The Parties agree that this fee is designed to offset the expenses of the **City** in maintaining the infrastructure, equipment and personnel necessary to provide ambulance service and that individual calls for service will be billed separately. The **Town** acknowledges that the **City** charges a

nonresident rate for direct service. The amount is set by City Council resolution. Said resolutions are available from the City Clerk and are posted on the City website, <http://www.ci.beloit.wi.us/>.

6. **Billing for Services.** The **City** and/or the **City's** billing contractor shall bill the patients receiving **City** services in the **Town** or such other person responsible for payment of the patient's bill. The **City** agrees to issue each bill promptly. The bill shall contain the date, time and place of the occurrence and the name and address of the patient.

7. **Employee Status.** The **City** shall employ all persons performing the emergency ambulance services to the **Town** under this Agreement. No **City** employee shall have any claim against the **Town** for employment benefits, including, but not limited to, pensions, worker's compensation, civil service or other rights of **Town** employees.

8. **Indemnity.** The **Town** shall indemnify and hold the **City**, its officers, employees and agents, harmless from any liability for claims arising out of the acts or omissions of the **Town**, its officers, employees and agents. Likewise, the **City** shall indemnify and hold the **Town**, its officers, employees and agents, harmless from any liability for claims arising out of the acts or omissions of the **City**, its officers, employees and agents. Each party agrees to maintain general liability insurance to cover liability for its acts and omissions, including the acts and omissions of its officers, employees and agents.

9. **Operating Cost.** Except as noted in paragraph (5) of this Agreement, the **Town** shall assume no liability for the payment of operating expenses, including salaries, wages, benefits or other compensation paid to officers, agents or employees of the **City** for providing emergency ambulance service within the **Town** pursuant to this Agreement.

10. **Records.** The various officers and departments of the **City** performing services under this Agreement shall keep reasonably itemized and detailed work records covering the cost of services performed under this Agreement.

11. **Notification of Emergency.** The **City** agrees to make a reasonable effort to notify the **Town**, its designated officers or employees, of any emergency response being made to the **Town's** service area as soon as possible after receipt of a call for such response. Prompt notice is necessary to enable the **Town** to respond, if appropriate, with aid to the location of the emergency.

12. **Term of Contract.** This Agreement shall be in effect from January 1, 2013 until December 31, 2015.

13. **Termination.** This Agreement shall not be terminated by either party except upon mutual agreement of both Parties within the first six (6) months of this Agreement. After the initial six-month period, either party may terminate the contract upon sixty (60) days written notice to the other party.

14. **Notices.** Any notice required by this Agreement shall be made in writing and shall be mailed to the other party as follows:

To the **Town:** Town of La Prairie
3610 S. La Prairie Town Hall Rd.
Janesville, WI 53546

To the **City:** City of Beloit Fire Department
1111 Church Street
Beloit, WI 53511

15. **Non-Exclusive Agreement.** The Parties agree that the **Town** is not required to make sole or exclusive use of the **City's** emergency ambulance services described in this Agreement.

16. **Amendment.** This Agreement may be amended at any time by mutual written agreement of the Parties.

17. **Agreement Binding.** This Agreement shall be binding upon the Parties hereto, their successors and assigns.

CITY OF BELOIT:

TOWN OF LA PRAIRIE:

By: _____
Larry N. Arft, City Manager

By: _____

Attest:

By: _____

tdh/files/12-1235/LaPrairieEmgAmbulanceServAgr=121129 1421 (cln)

December 17, 2012

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

The undersigned Charles M. Haynes, duly elected President of the Beloit City Council, subject to confirmation by the Beloit City Council, does hereby appoint the following citizen members to the vacancies and terms indicated below, said appointments being pursuant to nominations made and approved by the Appointment Review Committee at the regular meeting held December 10, 2012:

Charles M. Haynes, President
Beloit City Council

Appointments

Appointment Review Committee

Incumbent **Henry Clement** for a term ending December 31, 2015

Incumbent **Marlene Erickson** for a term ending December 31, 2015

Board of Review

Incumbent **Bobby Beamon** for a term expiring December 31, 2017

Business Improvement District

Incumbent **Tiffany Warren** as Beloit College Representative for a term expiring December 31, 2015

Incumbent **Richard F. Hulburt**, Owner Occupant, for a term expiring December 31, 2015

Incumbent **Tom Hankins**, Property Owner, for a term expiring December 31, 2015

Douglas Kelley (Owner Occupant, replacing Jason Braun), Beloit Family Eye Care, SC, 540 E. Grand Avenue, to a term expiring December 31, 2014

Jeff Redieske (Non-owner Occupant, replacing Brad Austin), Redieske Insurance Agency, 418 Pleasant St., to a term expiring December 31, 2015

Betsy Schmiechen (Property Owner, replacing Christine Schlicting), The Villager, 429 E. Grand Ave. for a term expiring December 31, 2014

Community Development Authority

Incumbent **Nailah Adama** for a term expiring December 31, 2016

PLEASE ANNOUNCE THE FOLLOWING VACANCIES

Alcohol Beverage License Control Committee (1 vacancy for resident)

Appointment Review Committee (2 vacancies for resident)

Board of Appeals (2 vacancies [Alternates] for residents)

Board of Ethics (1 vacancy for former City Councilor, 3 vacancies for residents)

Community Development Authority (1 vacancy for resident)

Equal Opportunities & Human Relations Commission (1 vacancy for resident)

Municipal Golf Committee (1 vacancy for youth representative)

Municipal Library Board (1 vacancy for resident of Beloit or towns adjacent to the City)

Park, Recreation & Conservation Advisory Commission (1 vacancy for youth)

Traffic Review Committee (1 vacancy for resident)

**RESOLUTION APPROVING 2013 STRAY ANIMAL CONTRACT BETWEEN
THE CITY OF БЕЛОIT AND THE DANE COUNTY HUMANE SOCIETY
AND AUTHORIZING EXECUTION THEREOF**

WHEREAS, the City of Beloit (hereinafter “City”) has previously contracted with the Rock County Humane Society for stray animal services; and

WHEREAS, such services included both components of an animal control program consisting of the field work in taking control and custody of such animals and the subsequent care and housing of said animals; and

WHEREAS, Rock County Humane Society expresses the desire to reduce the level of stray animal services provided to the City based on an aging facility and evaluation of their mission; and

WHEREAS, Dane County Humane Society has evaluated the City’s stray animal history and has extended an offer to assist with intake, care and housing of stray animals from the City; and

WHEREAS, the attached 2013 contract provides admitting and animal care services for stray animals from the City 24-hours a day, 7-days a week for animals who are founds tray or abandoned within the City’s jurisdictional limits; and

WHEREAS, the City previously amended the Police Department’s budget to provide for taking the field work component of animal control in house with the hiring of additional CSO staffing; and

WHEREAS, the attached contract is in the best interest of stray animals in the City of Beloit.

NOW, THEREFORE, BE IT RESOLVED that the attached contract between the City of Beloit and the Dane County Humane Society is hereby approved and the City Manager of the City of Beloit be, and he is hereby, authorized to execute the same and to do all other things necessary and appropriate to carry out the purposes hereof.

Adopted this 17th day of December, 2012.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: 2013 Stray Animal contract between the City of Beloit and the Dane County Humane Society and the Rock County Humane Society

Date: December 17, 2012

Presenter(s): Beth Jacobsen

Department(s): Police Department

Overview/Background Information:

The Rock County Humane Society (RCHS) has provided the City of Beloit with stray animal control services for over ten years. For several years the RCHS has pursued limiting their “animal control” services to be primarily an adoption facility per their mission. In 2013, the Police Department will take over Humane Officer duties in the City of Beloit by hiring additional community service officers (CSO). In November, the City entered into an agreement with Dane County Humane Society (DCHS) to receive “owned” animals, a service which is not currently being provided in the City of Beloit.

To lessen the burden of stray animals entering the RCHS, the City has the opportunity to enter into an agreement with both the DCHS and the RCHS for stray animals. Combined, the City will have a safe location to bring stray animals both during the day and after hours.

Attached is a proposed contract with the Dane County Humane Society and the Rock County Humane Society which staff has negotiated and recommends approval of.

Key Issues (maximum of 5):

1. RCHS’s facility is overburdened with stray animals.
2. DCHS will allow the City of Beloit to drop off stray animals after hours.

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

The City of Janesville also intends to approval dual stray animal contracts and work with the City of Beloit to streamline trips to Dane County. This policy supports the City’s mission to collaborate with other jurisdictions and organizations to foster effective and efficient service delivery as set out in Goal #4 of the City Strategic Plan.

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

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

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

Action required/Recommendation:

Approval of the 2013 Stray Animal contract with the Dane County Humane Society and the Rock County Humane Society.

Fiscal Note/Budget Impact:

RCHS’s contract includes a flat monthly humane care service fee of \$1,750 (\$21,000 annually) for stray receiving and intake personnel and overhead expenses. This monthly fee was \$5,875 (\$70,500 annually) in 2011, and \$6,052 (\$72,624 annually) in 2012. The savings from the reduced service fee will help offset the personnel costs of the additional CSO officers in the Police Department. The following table shows the monthly averages for the stray animals received by RCHS in the last 21 months.

Dogs admitted	15	Cats admitted	42
Dogs redeemed	8	Cats redeemed	1
Total dogs	24	Total cats	43

STRAY ANIMAL SERVICES AGREEMENT

This **STRAY ANIMAL SERVICES AGREEMENT** (the "Agreement"), made and entered into on January 1, 2013 (the "Effective Date"), by and between the City of Beloit, Wisconsin ("CITY"), a Wisconsin municipal corporation and political subdivision of the State of Wisconsin, and Dane County Humane Society ("DCHS"), a Wisconsin non-stock corporation, is as follows.

RECITALS

0.1 WHEREAS, the CITY, whose principal place of business is located at 100 State St., Beloit, Wisconsin 53511, desires to purchase services from DCHS for the care, treatment, and humane disposal of stray animals located within the geographic limits of the CITY.

0.2 WHEREAS, at all times this Agreement shall be construed in a manner so as to maximize the welfare of the animals who are the subject hereof and who are cared for by DCHS pursuant to the terms of this Agreement.

0.3 WHEREAS, the CITY's fiscal year runs from January 1 through December 31 of each calendar year.

0.4 WHEREAS, DCHS maintains a principal place of business located at 5132 Voges Road, Madison, Wisconsin 53718 (the "Voges Road Facility") but periodically uses third party facilities to pursue its mission.

0.5 WHEREAS, DCHS is authorized to enter into a contract with a political subdivision as defined in Wis. Stat. § 173.15(1) and acknowledges its obligations under Wis. Stat. § 173.15(2) in relation to said contract.

0.5 WHEREAS, CITY acknowledges that DCHS is a full-time provider of animal control services for the County of Dane and may, from time to time, be limited in its ability to perform any or all services contemplated by this Agreement.

0.6 WHEREAS, the City Attorney for the City of Beloit, the CITY, and municipalities vested with jurisdiction in the CITY have the authority and/or obligation to enforce, among other things, the following statutes and regulations: (i) Chapter 951 of the Wisconsin Statutes ("Crimes Against Animals"); (ii) Chapter 174 of the Wisconsin Statutes ("Dogs"); (iii) Chapter 173 of the Wisconsin Statutes ("Animals; Humane Officers"); (iv) the Municipal Code of the CITY and specifically the various Municipal Code provisions regulating animals (collectively the "Animal Care Laws").

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and

the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the CITY and DCHS as follows:

1.0 SERVICES.

1.1 Services under Agreement. Subject to the terms of paragraph 1.2, DCHS agrees to provide the services detailed in Section 5.0 of this Agreement in exchange for the compensation from the CITY set forth on **Schedule A**.

1.2 DCHS's Right of Refusal. CITY acknowledges and agrees that DCHS may not be in a position at all times during the term of this Agreement to perform each and every service contemplated herein due to DCHS's current animal control obligations with the County of Dane. For this reason, every Wednesday before 1 p.m. (Central Time) during the term of this Agreement (commencing with Wednesday, January 2, 2013), CITY and DCHS agree to communicate (preferably in writing via electronic mail) regarding DCHS's resources available to CITY for the seven-day period following the Wednesday communication (the "Resource Period"). The purpose of the communication each Wednesday shall be to allow CITY and DCHS to appropriately plan for the placement of animals subject to this Agreement in the relevant Resource Period. DCHS shall not unreasonably refuse to withhold services under this Agreement and CITY shall be prepared at all times to make other arrangements for the animals covered by this Agreement in the event CITY is informed by DCHS that DCHS is unable to fulfill services under this Agreement during the given Resource Period. At all times, the parties shall work in good faith to accomplish the intent of this Agreement. The parties agree to delegate personnel authorized to make decisions on their behalf in relation to the communication protocols established by this paragraph 1.2.

2.0 TERM OF AGREEMENT AND RENEWAL.

2.1 Term. The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2013, unless sooner agreed to in writing by the parties or renewed by mutual agreement. This agreement may be extended on an annual basis by written mutual agreement of DCHS and the CITY pursuant to the terms of paragraph 2.3. The Agreement may also be terminated before December 31, 2013 if one or more provisions of Section 6.0 apply or the parties mutually agree to do so.

2.2 Completion of Obligations. DCHS shall complete its service obligations under this Agreement by the end of the Agreement's term and the CITY shall not be liable for any services performed by DCHS other than during the term of this Agreement. Notwithstanding the foregoing, the CITY agrees to pay for all services provided under this Agreement so long as the animals subject to the service provisions of this Agreement are dropped off at the Voges Road Facility on or before December 31, 2013. The CITY shall not refuse to pay an invoice for services provided to such animals after that date.

2.3 Renewal Procedures. The Agreement shall not renew automatically and nothing in this Agreement shall be construed as requiring the CITY or DCHS to renew the Agreement. In the event that either party desires to renew this Agreement as described in paragraph 2.1, the party requesting the renewal must provide written notice to the other party by July 1 of each year.

3.0 PAYMENT FOR SERVICES.

The CITY's payment for the services described herein shall be made on a fee for service basis as described in **Schedule A** which is attached hereto and specifically incorporated herein by reference.

4.0 DEFINITIONS.

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

4.1 Abandoned. A companion, exotic or livestock animal left for any length of time without apparent provision for its food, water, or other care as is reasonably necessary for the animal's health. An abandoned animal includes, but is not limited to, an animal owned by a known individual who, because of the owner's death, disability, incarceration, eviction or other like circumstance, is unable or unwilling to provide appropriate care for the animal.

4.2 Companion Animals. Dogs, cats, rabbits, guinea pigs, hamsters, mice, ferrets, birds, fish, reptiles, amphibians, invertebrates, or any other species of wild or domestic or hybrid animal sold, transferred, or retained for the purpose of being kept as a household pet, except livestock, as defined in paragraph 4.5 below.

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

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

4.5 Redemption. The identification and verification of ownership of a stray or abandoned animal and the return of that animal to its owner.

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

4.7 Surrender. The voluntary transfer of custody and ownership of an animal, in writing, by the animal's owner, to a humane or law enforcement officer or to DCHS.

4.8 Unclaimed. A companion, exotic or livestock animal that is found abandoned or stray whose owner has failed to redeem the animal.

4.9 Wild Animal. An animal that, as a matter of common knowledge to the community, is naturally ferocious, unpredictable, dangerous, mischievous, or not by custom devoted to the service of mankind at the time and in the place in which it is kept or as otherwise defined by § 15.17(1) of the Municipal Code of the CITY.

5.0 DESCRIPTION OF SERVICES.

5.1 Cooperation. DCHS agrees to use commercially reasonable methods in working with all CITY departments, agencies, employees and officers and the employees and officers of represented municipalities whose animal control obligations are collectively served by the CITY in providing the services described herein. The CITY agrees to use commercially reasonable methods in working with DCHS in order to allow DCHS to provide the services described herein.

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

5.3 Transportation of Animals. The CITY is not purchasing transportation services from DCHS and DCHS shall have no obligation to pick-up or transport animals covered by this Agreement. CITY agrees to transport any animal initially dropped off at the Emergency Clinic for Animals ("ECA") located at 229 West Beltline Highway, Madison, Wisconsin to the Voges Road Facility upon the release of the animal from the care of ECA. DCHS and the CITY may agree, in writing, during the term of this Agreement, to the designation of additional DCHS approved animal drop-off, care or treatment facilities to and from which CITY will provide transportation. CITY agrees to provide transport to the Voges Road Facility within a reasonable time of receiving notice that an animal is in need of such transport. CITY shall use its best efforts to avoid causing DCHS to incur "overnight" admission fees at ECA as a result of its failure to timely transport an animal from ECA to the Voges Road Facility. Any such admission fee will be billed to CITY.

5.4 24-Hour Drop Off Availability. DCHS will provide, or assure the availability of, an appropriate facility that will provide admitting and animal care services 24-hours a day, 7-days a week for animals covered by this Agreement who are found stray or abandoned within the CITY's jurisdictional limits.

5.5 Services for Abandoned and Stray Animals. DCHS agrees to provide animal care services (as described below in this paragraph 5.5) as well as humane

euthanasia and cremation services for companion, livestock and exotic animals that are found stray or abandoned within the geographical limits of the CITY and that are dropped off at the Voges Road Facility or ECA (or any other DCHS-CITY approved facility). Animal care services shall include: (i) admitting services as deemed appropriate by DCHS; (ii) daily custodial care; (iii) necessary and appropriate veterinary treatment; and (iv) redemption services. Animal care services purchased under the terms of this Agreement include those provided on the day the animal is admitted to either the Voges Road Facility or ECA and those animal care services provided for up to six (6) days thereafter, for a total of seven (7) days, except for abandoned animals as defined in paragraph 4.1. Animal care services for abandoned animals will be provided and billed for up to ten (10) days until the animal either leaves the care of DCHS or ownership is transferred to DCHS, whichever occurs first. Notwithstanding the foregoing, in the event an owner of an abandoned animal seeks to continue through judicial process to enforce their ownership rights over the animal such that DCHS is obligated to continue to provide custodial care to the animal beyond the 10-day period identified above, the CITY shall continue to reimburse DCHS at the rate set forth for abandoned animals. DCHS will notify the CITY if an owner enforces his/her ownership rights by judicial process.

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

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

5.5.3 Necessary and Appropriate Veterinary Care. Necessary and appropriate veterinary care and treatment, beyond that provided every animal upon admission and the daily custodial care, shall be provided as determined necessary and appropriate in the sole discretion of DCHS.

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

5.5.5 Euthanasia. The decision to euthanize an animal shall be within the sole and absolute discretion of DCHS. DCHS agrees to abide by the applicable statutory holding periods before euthanizing any animal governed thereby.

5.5.6 Wildlife. The parties acknowledge that DCHS provides custodial care and euthanasia services for sick, injured or trapped wildlife found within the geographic limits of Dane County, Wisconsin. DCHS provides such care only for wildlife for which DCHS is rehabilitation-approved by the Wisconsin Department of Natural Resources. The CITY is not purchasing any services for wildlife found within its jurisdictional limits. To the extent the CITY seeks assistance from DCHS in relation to wildlife found within its jurisdictional limits, it shall obtain pre-approval from the Executive Director of DCHS before doing so. At that time, the costs for such services shall be agreed upon in writing before DCHS shall provide any such services for wildlife located in the CITY.

5.6 Payment to DCHS. The CITY shall pay for the services described in this Section 5.0 pursuant to **Schedule A** of this Agreement.

6.0 TERMINATION OF AGREEMENT.

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

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

6.2.1 DCHS's violation of any state, federal or local law, or failure by DCHS to comply with any applicable state or federal service standards, as expressed by applicable statutes, rules and regulations.

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

6.2.3 DCHS's failure to comply with its reporting requirements contained in Section 11 and **Schedule B** of this Agreement.

6.2.4 The CITY's failure to pay DCHS the monthly payment set forth in **Schedule A** to this Agreement within 10 days of receipt of any invoice or its failure to honor any "fee for service" invoice within 10 days of receipt thereof as contemplated by **Schedule A** to this Agreement. The parties will work together after the Effective Date to arrange for the CITY's electronic payment of invoices.

6.3 30-Day Termination for Cause. In the event either party engages in a material breach of this Agreement, the non-breaching party shall thereupon have the right to terminate this Agreement by giving the breaching party 30 days written notice of the termination.

6.4 Termination Due to Inadequate Public Funding. If during the term of this Agreement, the City Council for the City of Beloit fails to appropriate sufficient funds to carry out the CITY's payment obligations as expressed herein, this Agreement shall be

automatically terminated as of the date funds are no longer available. The CITY shall provide immediate written notice of the funding shortfall and the date on which the termination is to take effect. Notwithstanding the foregoing, this provision shall not relieve the CITY of its responsibility to pay for all services provided or furnished to the CITY by DCHS prior to the date of said termination.

7.0 INDEMNIFICATION.

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

7.2 Indemnification of DCHS. The CITY shall indemnify, hold harmless and defend DCHS, its directors, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which DCHS, its directors, officers, employees, and representatives may sustain, incur, or be required to pay by reason of the CITY's performance under this Agreement; provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of DCHS, its directors, officers, employees, and representatives. The obligations of the CITY under this paragraph shall survive the expiration or termination of this Agreement.

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

9.0 NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by CITY of any breach of the covenants of this

Agreement or a waiver of any default of DCHS and the making of any such payment or acceptance of any such service or product by CITY while any such default or breach shall exist shall in no way impair or prejudice the right of CITY with respect to recovery of damages or other remedy as a result of such breach or default,

10.0 PAYMENT. CITY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached **Schedule A**, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in the Agreement or its schedules, CITY shall never be required to pay more than the "fee for service" amounts identified on **Schedule A**.

11.0 REPORTS. DCHS agrees to make such reports as are required in the attached **Schedule B**, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of DCHS to comply with the time limits set forth in said **Schedule B** may result in the delay of payments otherwise due DCHS under the terms of this Agreement.

12.0 DISCRIMINATION PROHIBITED.

12.1 Policy of Non Discrimination. During the term of this Agreement, DCHS agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

12.2 Posting. DCHS agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional reasons and exceptions shall be permitted only to the extent allowable in state or federal law.

18.0 COMPLIANCE WITH STATE OF WISCONSIN OBLIGATIONS. DCHS warrants that it has complied with all necessary requirements to do business in the State of Wisconsin. DCHS shall notify the CITY immediately of any change in its registered agent, its registered agent's address, and DCHS's legal status.

19.0 NOTICE.

19.1 Notice to the City. Except as more specifically provided by the terms of this Agreement, notice to the CITY shall be delivered via first class mail, return receipt requested, as follows:

Larry N. Arft
City Manager
City of Beloit
100 State St.
Beloit, WI 53511

and

Rebecca S. Houseman
City Clerk
City of Beloit
100 State St.
Beloit, WI 53511

19.2 Notice to DCHS. Except as more specifically provided by the terms of this Agreement, notice to DCHS shall be delivered via first class mail, return receipt requested, as follows:

Pam McCloud Smith
Executive Director
Dane County Humane Society
5132 Voges Road
Madison, WI 53718

and

Joseph S. Goode, Esq.
Kravit, Hovel & Krawczyk S.C.
825 N. Jefferson St.
Suite 500
Milwaukee, WI 53202

20.0 MISCELLANEOUS.

20.1 Integrated Agreement. This document, together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

20.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

20.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in Dane County Circuit Court (State of Wisconsin).

20.4 Construction.

20.4.1 Construction Against the Drafter. Provisions for which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

20.4.2 Captions. Captions of any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

20.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consist with the intent of such provision as originally stated

20.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

21.0 ASSIGNMENT. Neither party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

22.0 THIRD-PARTY BENEFICIARIES. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the CITY.

23.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

24.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT. In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

25.0 WARRANTY OF CAPACITY TO EXECUTE.

25.1 Larry N. Arft, City Manager for the City of Beloit, Wisconsin, and Rebecca S. Houseman, City Clerk for the City of Beloit, Wisconsin, warrant that they have the legal authority to execute this Agreement on behalf of the CITY and to receive the consideration specified in it, and that neither they nor the CITY have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

25.2 Pam McCloud Smith, Executive Director of DCHS, warrants that she has the legal authority to execute this Agreement on behalf of DCHS and to receive the consideration specified in it, and that neither she nor DCHS have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

DANE COUNTY HUMANE SOCIETY

Date Signed: _____

Pam McCloud Smith
Executive Director

CITY OF БЕЛОIT

Date Signed: _____

Larry N. Arft
City Manager

Date Signed: _____

Rebecca S. Houseman
City Clerk

SCHEDULE A

Reimbursement for Stray and Abandoned Animals

1.0 Maximum Costs.

CITY agrees to pay for services covered by this agreement on a fee for service basis according to the following schedule:

Admitting services	\$55.60 per animal admitted
Daily rate for custodial care for stray animals	\$10.30 per day
Rate for Humane Euthanasia and Cremation	\$36.00 per animal

Exceptional veterinary services provided by non-DCHS staff will be billed to CITY on an as incurred basis. Admitting fees for ECA as incurred as part of paragraph 5.3 will be billed to CITY on an as incurred basis.

2.0 Method of Payment.

DCHS shall submit an invoice to CITY by the 10th day of each month for the services provided in the preceding month. The parties have agreed to the form of invoice to be used and an exemplar of the invoice is attached to this **Schedule A** as Exhibit 1. CITY shall pay the statement within ten (10) days of receipt thereof.

3.0 Alternate Method of Payment. Notwithstanding the agreed upon method of payment stated above, CITY may at its option refuse to pay DCHS for services if CITY reasonably suspects any of the following:

3.1 DCHS has mismanaged any funds provided by CITY.

3.2 Funds in DCHS's possession are at risk of being seized by creditors of DCHS or other adverse interest.

3.3 DCHS appears incapable of maintaining itself as a going concern.

4.0 Notice of Financial Instability. DCHS shall give CITY immediate notice of any of the following events:

4.1 That DCHS is unable to meet its financial obligations to its employees, to the state or federal government, or to any creditor.

4.2 That DCHS has written a check drawn on insufficient funds.

4.3 That DCHS has received notice that a lawsuit against DCHS is pending related to its financial instability.

4.4 That DCHS has filed a bankruptcy action.

4.5 That DCHS has sustained or will sustain a loss for which it has insufficient financial resources.

4.6 Any other event that impedes DCHS' ability to perform under this agreement.

5.0 Collection of Humane Officer, Animal Control Officer and Redemption Fees.

DCHS may retain all Humane Officer Fees, Animal Control Fees and any other fees assessed by DCHS and paid by owners who redeem a stray or abandoned animal.

**SCHEDULE A
(EXHIBIT 1)**

City of Beloit
City Comptroller
100 State Street
Beloit, WI 53511

Attn: Accounts Receivable

**Invoice of Dane County Humane Society
to City of Beloit for Services Rendered**

February 10, 2013

For services rendered January 1, 2013 – January 31, 2013

	# Admitted	Admission Cost at \$55.60 per	# Days of Care	Care Cost at \$10.30 per day	# Euthanized	Euthanasia Cost at \$36 each	Total Cost
Stray Animals							
Dogs	xxx	\$xxx	xxx	\$xxx	xxx	\$xxx	\$xxx
Cats	xxx	\$xxx	xxx	\$xxx	xxx	\$xxx	\$xxx
Other	xxx	\$xxx	xxx	\$xxx	xxx	\$xxx	\$xxx
Livestock	xxx	\$xxx	xxx	\$xxx	xxx	\$xxx	\$xxx
Amount Due to DCHS under 2013 Contract							\$xx,xxx

Please remit Net Amount Due DCHS no later than 10 (ten) days after receipt

SCHEDULE B

Reports

DCHS agrees to provide CITY with the reports described below.

1.0 By the 10th day after every month of service covered by this Agreement, DCCHS shall submit to the CITY a written report that shall contain the information described in 2.0 below regarding the services purchased by the CITY during the previous month of service. The parties have agreed to the form of report to be used and an exemplar of the report is attached as Exhibit 1 to **Schedule A** of the Agreement.

2.0 For each of the following categories of animals, DCCHS shall report the information described in 2.1 to 2.3, below: "Dogs", "cats", "livestock" and "others".

2.1 Total number of animals in each category that were admitted as stray or abandoned animals.

2.2 Total number of animals in each category for which DCCHS provided custodial care and the total number of days for which custodial care service was provided.

2.3 Total number of animals in each category that were euthanized.

**RESOLUTION APPROVING 2013 STRAY ANIMAL CONTRACT BETWEEN
THE CITY OF БЕЛОIT AND ROCK COUNTY HUMANE SOCIETY, INC.
AND AUTHORIZING EXECUTION THEREOF**

WHEREAS, the City of Beloit (hereinafter "City") has annually entered a stray animal services agreement with Rock County Humane Society, Inc. (hereinafter "Humane Society"); and

WHEREAS, such services included both components of an animal control program consisting of the field work in taking control and custody of such animals and the subsequent care and housing of said animals; and

WHEREAS, Rock County Humane Society expresses the desire to reduce the level of stray animal services provided to the City of Beloit based on an aging facility and evaluation of their mission; and

WHEREAS, the current contract with Humane Society expires on December 31, 2012; and

WHEREAS, the attached 2013 contract provides intake and care service by the Humane Society for stray animals from the City of Beloit between the hours of 8:00 a.m. and 5:00 p.m. 7-days a week (excluding major holidays when the shelter is closed).

WHEREAS, the City previously amended the Police Department's budget to provide for taking the field work component of animal control in house with the hiring of additional CSO staffing; and

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

NOW, THEREFORE, BE IT RESOLVED that the attached contract between the City of Beloit and the Dane County Humane Society is hereby approved and the City Manager of the City of Beloit be, and he is hereby, authorized to execute the same and to do all other things necessary and appropriate to carry out the purposes hereof.

Adopted this 17th day of December, 2012.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: 2013 Stray Animal contract between the City of Beloit and the Dane County Humane Society and the Rock County Humane Society

Date: December 17, 2012

Presenter(s): Beth Jacobsen

Department(s): Police Department

Overview/Background Information:

The Rock County Humane Society (RCHS) has provided the City of Beloit with stray animal control services for over ten years. For several years the RCHS has pursued limiting their "animal control" services to be primarily an adoption facility per their mission. In 2013, the Police Department will take over Humane Officer duties in the City of Beloit by hiring additional community service officers (CSO). In November, the City entered into an agreement with Dane County Humane Society (DCHS) to receive "owned" animals, a service which is not currently being provided in the City of Beloit.

To lessen the burden of stray animals entering the RCHS, the City has the opportunity to enter into an agreement with both the DCHS and the RCHS for stray animals. Combined, the City will have a safe location to bring stray animals both during the day and after hours.

Attached is a proposed contract with the Dane County Humane Society and the Rock County Humane Society which staff has negotiated and recommends approval of.

Key Issues (maximum of 5):

1. RCHS's facility is overburdened with stray animals.
2. DCHS will allow the City of Beloit to drop off stray animals after hours.

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

The City of Janesville also intends to approval dual stray animal contracts and work with the City of Beloit to streamline trips to Dane County. This policy supports the City's mission to collaborate with other jurisdictions and organizations to foster effective and efficient service delivery as set out in Goal #4 of the City Strategic Plan.

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

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

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

Action required/Recommendation:

Approval of the 2013 Stray Animal contract with the Dane County Humane Society and the Rock County Humane Society.

Fiscal Note/Budget Impact:

RCHS's contract includes a flat monthly humane care service fee of \$1,750 (\$21,000 annually) for stray receiving and intake personnel and overhead expenses. This monthly fee was \$5,875 (\$70,500 annually) in 2011, and \$6,052 (\$72,624 annually) in 2012. The savings from the reduced service fee will help offset the personnel costs of the additional CSO officers in the Police Department. The following table shows the monthly averages for the stray animals received by RCHS in the last 21 months.

Dogs admitted	15	Cats admitted	42
Dogs redeemed	8	Cats redeemed	1
Total dogs	24	Total cats	43

Rock County Humane Society
Humane Animal Care Services for the City of Beloit

2011 Month	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Average
Dogs Admitted	8	10	18	14	18	25	28	20	19	12	17	17
Dogs Redeemed	9	3	13	19	6	13	10	6	7	3	3	8
Total dogs	17	13	31	33	24	38	38	26	26	15	20	26
Cats Admitted	14	34	41	32	61	84	49	56	62	47	27	46
Cats Redeemed	0	1	0	0	1	2	1	0	0	0	1	1
Total cats	14	35	41	32	62	86	50	56	62	47	28	47
Emergency Calls	0	1	0	2	1	3	5	2	0	0	1	1
Total Fees	\$9,320	\$11,905	\$14,390	\$13,310	\$16,520	\$21,170	\$16,970	\$16,245	\$16,860	\$13,740	\$11,905	\$14,758
Humane Officer Fees	\$5,875	\$5,875	\$5,875	\$5,875	\$5,875	\$5,875	\$5,875	\$5,875	\$5,875	\$5,875	\$5,875	\$5,875
Difference	\$3,445	\$6,030	\$8,515	\$7,435	\$10,645	\$15,295	\$11,095	\$10,370	\$10,985	\$7,865	\$6,030	\$8,883

2012 Month	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Average
Dogs Admitted	20	11	15	14	15	11	16	13	7	13			14
Dogs Redeemed	11	5	8	15	12	4	11	2	5	5			8
Total Dogs	31	16	23	29	27	15	27	15	12	18			21
Cats Admitted	19	15	20	44	41	35	56	66	44	43			38
Cats Redeemed	0	0	0	0	1	1	2	7	1	0			1
Total cats	19	15	20	44	42	36	58	73	45	43			40
Emergency Calls	1	1	0	1	0	0	1	2	0	0			1
Total Cost	\$11,887	\$9,807	\$11,122	\$14,677	\$14,177	\$12,357	\$16,307	\$17,007	\$13,132	\$13,657			\$13,413
Humane Care Officer	\$6,052	\$6,052	\$6,052	\$6,052	\$6,052	\$6,052	\$6,052	\$6,052	\$6,052	\$6,052			\$6,052
Difference	\$5,835	\$3,755	\$5,070	\$8,625	\$8,125	\$6,305	\$10,255	\$10,955	\$7,080	\$7,605			\$7,361



Purchase of Services Agreement

Contract Term: January 1, 2013 through December 31, 2013

Municipality: City of Beloit

Contact: Larry Arft

Address: 100 State St.

Beloit, WI 53511

THIS SERVICES AGREEMENT (the "Agreement"), made and entered into on the first day of January, 2013, by and between the City of Beloit, a Wisconsin municipal corporation and political subdivision of the State of Wisconsin (the "MUNICIPALITY") and Rock County Humane Society, Inc., ("RCHS"), a not-for-profit Wisconsin corporation located at 222 S. Arch Street in Janesville, WI.

RECITALS

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

AGREEMENT

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

1.0 SERVICES

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

2.0 COST AND PAYMENT

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

3.0 TERM OF AGREEMENT

3.1 Term. The term of this Agreement shall commence on the first day of January 2013 or as of the date by which all parties have executed this Agreement, whichever is later, and this Agreement shall terminate on December 31, 2013, unless sooner agreed to in writing by the parties or renewed by mutual agreement. The Agreement may also be terminated before December 31, 2013 if subject to termination under Section 6.0.

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

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

4.0 DEFINITIONS

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

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

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

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

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

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

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

4.8 Wild Animal: An animal that, as a matter of common knowledge to the community, is naturally ferocious, unpredictable, dangerous, mischievous, or not by custom devoted to the service of mankind at the time and in the place in which it is kept or as otherwise defined by § 15.17(1) of the Municipal Code of the CITY.

5.0 DESCRIPTION OF SERVICES

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

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

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

5.4 Services for Stray Companion Animals.

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

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

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

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

<u>Stray Admitting and Care Fee Dogs and Cats</u>		<u>Stray Admitting and Care Fee Small Animal (rabbit, bird, gerbil, etc.)</u>	
2013:	\$140.00 per unclaimed animal \$ 70.00 per claimed animal	2013:	\$70.00 per unclaimed animal \$35.00 per claimed animal

A flat monthly humane care service fee of \$1,750 for stray receiving and intake personnel and overhead expense.

4. RCHS will only accept stray animals at the shelter between 8am – 5pm, 7 days per week (excluding major holidays when the shelter is closed).

5. RCHS staff will assist in the pickup of stray confined animals between 8am – 5pm only for an additional \$100 emergency service fee per animal (or per litter under 6 months old) if requested and confirmed in writing by an authorized municipal representative.
6. The MUNICIPALITY will assume all humane care officer field services including, but not limited to, pickup of stray animals, abuse and neglect complaints, and bite orders.
7. Abandonment of animals on RCHS property by MUNICIPAL officials or instructing citizens to leave animals on RCHS property after hours will result in immediate termination of this contract and will be referred to local law enforcement.
8. In the event that the MUNICIPALITY should request RCHS to hold an animal for longer than the stray hold period (i.e. seven days), the MUNICIPALITY shall notify RCHS in writing and the MUNICIPALITY agrees to pay RCHS at the extended rate of \$20.00 per day beyond the normal unclaimed animal cost. Notwithstanding the foregoing, in the event an owner of a stray animal seeks to continue to enforce their ownership rights over the animal such that RCHS is obligated to continue to provide custodial care to the animal beyond the 7-day period identified above by court order the MUNICIPALITY shall continue to reimburse RCHS at the rate of \$20.00 per day. RCHS will notify the MUNICIPALITY if an owner enforces his/her ownership rights by court order.
9. In the event that an animal is claimed by the owner, the owner shall be requested by RCHS to pay RCHS a redemption fee to offset admitting and care day expenses prior to the release of said animal. The MUNICIPALITY will be billed at half the usual rate for claimed animals. RCHS shall require proof that the animal is currently immunized against rabies or require payment of a rabies voucher before releasing an animal to its owner.
10. RCHS shall maintain suitable office hours for the convenience of the public and for the purpose of transacting business in connection with the duties under this contract and for the purpose of receiving animals or for the redemption of animals.
11. RCHS will cooperate with the Rock County Health Department by following the procedures required with respect to stray animals having bitten a member of the public. Said animals will be euthanized and submitted for rabies testing in accordance with the State Rabies Control Program, Section 95.21, Wisconsin Statutes. The MUNICIPALITY shall be financially responsible for normal admitting and care costs. In the event the animal is an owned animal, RCHS shall have no responsibility for the intake of owned biter animals or owned animals whose owners have failed to quarantine.
12. Injured and ill animals shall be transported, if condition requires, to the MUNICIPALITY's designated veterinary facility for assessment and/or treatment as such facility shall recommend at the sole expense of the MUNICIPALITY. RCHS shall not authorize nor incur outside private veterinary service expenses for stray animals. RCHS does not have a shelter veterinarian but will make every reasonable effort to treat minor medical conditions at the shelter at the expense of RCHS. RCHS will make the determination as to which animals need veterinary medical care for animals in their care.
13. RCHS shall keep current and accurate records in compliance with state statute 173.17, and they shall be open and available for inspection by the MUNICIPALITY at all reasonable times.
14. RCHS shall submit an itemized statement to the MUNICIPALITY no later than 30 days following the last day of the billable month, and the MUNICIPALITY agrees to remit payment within 30 days of receipt of the invoice. In the event that a fee is disputed, the MUNICIPALITY is responsible for payment in full while the accuracy of the billing is verified. Any disputes upheld will be credited on the next month's statement. The parties agree to, as expeditiously as possible, resolve the dispute as promptly as possible and without undue delay.
15. RCHS agrees to comply with the rules, regulations, and statutes of the State of Wisconsin and the Municipal Codes of the MUNICIPALITY as those statutes, rules, regulations, and provisions of the Code pertain to the areas of stray animals.
16. RCHS will notify the MUNICIPALITY whenever a stray animal is redeemed by its owner. Notification will accompany the monthly billing statement.
17. This agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this agreement, and it supersedes and replaces any and all prior contemporaneous agreements and understandings, oral or written, in connection therewith, between the parties hereto. This agreement may be modified only upon written consent of the parties hereto.

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

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

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

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

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

6.0 TERMINATION OF AGREEMENT

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

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

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

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

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

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

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

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

7.0 INSURANCE and INDEMNIFICATION.

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

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

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

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

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

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

12.0 NONDISCRIMINATION. The undersigned 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 the undersigned, said subcontract shall include a provision prohibiting the subcontractor from discriminating against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of said ordinance.

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

City of Beloit

By _____
Title _____
Date _____

Rock County Humane Society

By _____
Title _____
Date _____

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AMENDED DEVELOPMENT AGREEMENT
WITH NORTHSTAR MEDICAL RADIOISOTOPES, LLC**

WHEREAS, NorthStar Medical Radioisotopes, LLC is a start-up manufacturer of medical radioisotopes; and

WHEREAS, NorthStar Medical Radioisotopes, LLC and the City of Beloit entered in to a Development Agreement pursuant to authorizations by the Beloit City Council contained a resolution dated July 5, 2011; and

WHEREAS, NorthStar Medical Radioisotopes, LLC is now interested in amending said Development Agreement; and

WHEREAS, the City of Beloit and NorthStar Radioisotopes, LLC are desirous of entering into an Amended Development Agreement; and

WHEREAS, said Amended Development Agreement also alters the project timing and scale; and

WHEREAS, the Beloit City Council finds that the proposed Amended Development Agreement attached hereto will accomplish said purpose.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute the Development Agreement on behalf of the City of Beloit.

BE IT FUTHER RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute any additional documents necessary to carry out the terms and conditions of the Development Agreement.

Adopted this 17th day of December, 2012

City Council of the City of Beloit

Charles M. Haynes, Council President

Attest:

Rebecca S. Housman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

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

Date: 12/17/12

Presenter(s): Andrew Janke

Department(s): Economic Development

Overview/Background Information: On July 5th, 2011 City Council approved a Development Agreement with NorthStar Radioisotopes, LLC (NorthStar). Over the course of the last several months NorthStar has refined its approach and technology as it relates to their project. NorthStar still intends to develop a production facility in Beloit that utilizes Linear Accelerators to produce isotopes that are used in diagnostic medical imaging. However, the scope, scale and timing of the project has been altered to the extent that NorthStar has requested that we amend the Original Development Agreement. The terms and conditions from the original agreement remain largely the same with the following changes:

Key Issues (maximum of 5):

1. The original Development Agreement indicated that the cost to construct the facility would be \$194 million in the Amended Agreement this number is reduced to \$82 million.
2. The original Development Agreement stated that construction would begin by June 30, 1012 that date has been moved to June 15, 1013 in the Amended Development Agreement. Final construction in both agreements is anticipated to be completed by December 31, 2016.
3. As the project start date has been pushed back one year the number of Direct Developer Payments will be reduced from nine (9) to eight (8) years.
4. The company's job creation expectation remains at 150 jobs most of which will be highly skilled.
5. It should be noted that since the original Development Agreement was approved NorthStar has been awarded \$22.2 million in federal funding for the project along and an environmental assessment has been completed.

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.

**FIRST AMENDED
DEVELOPMENT AGREEMENT
NORTHSTAR MEDICAL RADIOISOTOPES, LLC**

The undersigned, NorthStar Medical Radioisotopes, LLC, a Wisconsin corporation, with its principal office at 5249 Femrite Drive, Madison, Wisconsin 53718 (hereinafter “NorthStar”) and the City of Beloit, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter “City”) hereby agree to amend the Development Agreement previously entered into between the parties and dated July 6, 2011 as follows:

1. Except as explicitly set out herein, all of the terms and conditions of the July 6, 2011 Development Agreement between the parties shall remain in full force and effect.

2. Paragraph 2 of the Development Agreement dated July 6, 2011 shall be replaced in its entirety as follows:

“2. CONSTRUCTION OF LINAC FACILITY. Subject to the conditions set forth herein, NorthStar shall construct or cause to be constructed 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 Ninety-Four Million Dollars (\$90,000,000).”

3. Paragraph 3 of the Development Agreement dated July 6, 2011 shall be replaced in its entirety as follows:

“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 15, 2013, 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. Paragraph 7(a) of the Development Agreement dated July 6, 2011 shall be replaced in its entirety as follows: (Note that paragraphs 7(b), 7(c), 7(d), 7(e), 7(f) and 7(g) remain unchanged.)

"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 eight (8) 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."

5. Paragraph 9 of the Development Agreement dated July 6, 2011 shall be replaced in its entirety as follows:

"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.”

(signature page to follow)

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 _____, 2012.

* _____
Thomas R. Casper
TITLE: MEMBER STATE BAR OF WISCONSIN
tdh/files/10-1169/First Amended Dev Agr= 121211 0824 (cln)

STATE OF WISCONSIN)
)SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2012, 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: _____

**RESOLUTION APPROVING
SIXTH AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY, ET AL AND MLG
AND
FURTHER APPROVING PURCHASE AGREEMENT,
AUTHORIZING EXECUTION OF THE SAME AND PROVIDING FOR BUDGET
AMENDMENT AND SUPPLEMENTAL APPROPRIATION**

WHEREAS, the City Council of the City of Beloit, Rock County, Wisconsin, desires to enter the attached "Sixth Amendment to Development Agreement between the City of Beloit (City), the Community Development Authority of the City of Beloit (Authority), and the Greater Beloit Economic Development Corporation (GBEDC) and MLG Investments 2000 LLC (MLG)" and to also enter the Purchase Agreement along with the addendums and exhibits attached thereto; and

WHEREAS, the City, the Authority, the GBEDC and MLG originally entered into a Development Agreement on October 16, 2000, which was made subject to various amendments over time, including a Fifth Amendment on March 25, 2009; and

WHEREAS, said Development Agreement provided MLG with option rights on all the lands within the Gateway Business Park; and

WHEREAS, said Development Agreement also gave MLG certain brokerage rights on lands owned by the City within the Gateway Business Park; and

WHEREAS, MLG also previously acquired title to approximately 56 acres adjacent to the Gateway Business Park; and

WHEREAS, the parties have come to a further agreement whereby MLG will release its option, development and brokerage rights under the Development Agreement, as amended, and will further assign to the City all of its rights and authorities under the covenants affecting said lands for the sum of \$1,225,000.00, which amount represents the negotiated present value of such option and brokerage rights; and

WHEREAS, the parties have further come to an agreement that the City will pay MLG the sum of \$1,232,000.00 for the approximately 56 acres of land owned by MLG; and

WHEREAS, all funding for the purchase of the real estate and the purchase of the option and brokerage rights of MLG will come from income generated from the Gateway TIF district and no general purpose tax revenues will be used for this transaction; and

WHEREAS, it is now necessary to provide for an amendment to the 2012 capital improvement budget and supplemental appropriation from TIF 10 to allow the necessary TIF funds to be made available for these transactions; and

WHEREAS, City Council finds it is in best interest of the City to terminate the relationship with the developer in the manner provided herein.

NOW, THEREFORE, BE IT RESOLVED that the attached "Sixth Amendment to the Development Agreement" is hereby approved; that the City Manager of the City of Beloit be, and he is hereby, authorized to execute the same and to further execute any ancillary documents necessary to implement the agreements set forth therein; and the City Manager be, and he is hereby, further authorized to do all other things necessary to carry out the approvals made herein.

BE IT FURTHER RESOLVED that the attached Purchase Agreement (entitled "WB-13 Vacant Land Offer to Sell") is hereby approved; that the City Manager of the City of Beloit be, and he is hereby, authorized to execute the same and to further execute any ancillary documents necessary to implement the agreements set forth therein; and the City Manager be, and he is hereby, further authorized to do all other things necessary to carry out the approvals made herein.

BE IT FURTHER RESOLVED that the 2012 budget is hereby amended as follows to allow for the funding of this transaction:

FUNDING SOURCES:

Fund Balance
P5021600-4999-2012 \$(2,457,000.00)

EXPENDITURES:

Land Acquisition
P5021600-5510-2012 \$2,457,000.00

Total \$0

Adopted this 17th day of December, 2012.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Rebecca S. Houseman, City Clerk

121212 1650 (cln)

CITY OF БЕЛОIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution approving Sixth Amendment to Development Agreement between the City, et al and MLG and further approving Purchase Agreement to Sell, authorizing execution of same, and providing for budget amendment and supplemental appropriation.

Date: December 17, 2012

Presenter(s): Larry Arft & Andrew Janke

Department(s): City Manager & Economic Development

Overview/Background Information:

Attached to the resolution is the proposed Sixth Amendment to the Development Agreement between the City of Beloit, the Community Development Authority of the City of Beloit, and the Greater Beloit Economic Development Corporation and MLG Investments 2000 LLC and a Purchase Agreement (entitled "WB-13 Vacant Land Offer to Sell") with attached Addendum A.

Key Issues (maximum of 5):

1. The Purchase Agreement would obligate the City to pay MLG \$1,232,000 in exchange for approximately 56 acres of land currently owned by MLG adjacent to the Gateway Business Park.
2. As and for their consideration to the City, MLG would enter into the Sixth Amendment to the Development Agreement, whereby MLG would assign to the City, and the City would agree to assume from MLG, all of MLG's rights and obligations under the Development Agreement, including their option, development and brokerage rights.
3. MLG would further transfer to the City all of their rights and obligations under the Protective Covenants and the Agreement Regarding Protective Covenants (collectively, the "Business Park Documents").
4. In consideration of the transfer by MLG to the City of all of its option, brokerage and development rights as provided in the Sixth Amendment the City will pay MLG the sum of \$1,225,000.
5. All of the funding for the purchase of the real estate and the purchase of the option, development and brokerage rights of MLG will come from income generated from the Gateway TIF district and no general purpose tax revenues will be used for this transaction. The resolution includes the necessary budget amendment to accomplish this.

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

Approval of this resolution would focus and support sustainable stewardship of City 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 N/A
- Reduce dependence on chemicals and other manufacturing substances that accumulate in nature N/A
- Reduce dependence on activities that harm life sustaining eco-systems N/A
- Meet the hierarchy of present and future human needs fairly and efficiently N/A

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

Action required/Recommendation:

Staff recommends approval of the resolution.

Fiscal Note/Budget Impact:

The funds necessary to complete this transaction are currently available from TIF revenues. No general tax revenues will be used for this transaction.

VACANT LAND OFFER TO SELL

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

2 **GENERAL PROVISIONS** The Seller, MLG/BRC Beloit LLC
3 offers to purchase the Property known as [Street Address] (See Attached Exhibit 1)

4 sell 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: One Million Two Hundred Thirty-two and 00/100
7 _____ Dollars (\$ 1,232,000.00)

8 vEARNEST MONEY of \$ N/A accompanies this Offer

9 *to the City of Beloit, a Wisconsin municipal corporation ("Buyer")

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 v ZONING: Seller represents that the Property is zoned R-3 and R-1A

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 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) 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. State. §04.72.)~~
 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
 109 of 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 authorizes 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" 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

137 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

138 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding

139 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines

140 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal

141 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries

142 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are

143 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the

144 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

145 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148-162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**

146 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

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

148 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this

149 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,

150 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____

151 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private

152 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed

153 _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing

154 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted

155 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain

156 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

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

158 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall

159 be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum

160 interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted

161 to reflect interest changes.

162 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and

163 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other

164 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan

165 commitment at line 149. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall

166 satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. **CAUTION: BUYER, BUYER'S LENDER**

167 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**

168 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

169 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller

170 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

171 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an

172 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies

173 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then

174 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

175 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

176 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness

177 for Seller financing.

178 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1) **Additional Legal Description:** See Exhibit 1 attached hereto and made

179 part of this Offer. 2) **Referencing Lines 23-24: Binding Acceptance:** This Offer is binding upon both Parties only if a

180 copy of the accepted Offer is delivered to Seller on or before December 18, 2012. 3)

181 **Referencing Lines 43-44: This transaction shall be closed pursuant to the terms of Addendum A attached hereto.**

182 _____

183 _____

184 _____

185 _____

186 _____

187 _____

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

189 **TITLE EVIDENCE**

190 v. **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 Use Restriction recorded as Document #1663298,

194 Entrance Monument Easement recorded as Document #1843230, 80' Landscape Buffer Easement shown on Certified

195 Survey Map recorded as* (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.

*Document #1579564, and any other easements granted to the City of Beloit in connection with the construction

of Gateway Boulevard.

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) (Seller's) 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) (Seller's) 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 Buyer's 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] _____
316 (X) _____ 39-6005397 December 18, 2012

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

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

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) _____ December 18, 2012
326 Seller's Signature Print Name Here: MLG/BRC Beloit LLC Social Security No. or FEIN _____ Date _____

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

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 SELL
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 Sell (“Offer”) dated the 18th day of December, 2012, submitted by MLG/BRC Beloit LLC (“Seller”) 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 59 acres of land located in the City of Beloit, Rock County, Wisconsin, as described on Exhibit 1 attached hereto (the “Property”).

The Property is zoned R-3 and R-1A.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. Closing. Closing of this transaction shall occur on or before December 21, 2012. Closing shall be carried out by escrow closing through Land Title & Closing Services, Inc.

11. Contingency. The parties acknowledge and agree that their obligations to carry out the transaction described in this Vacant Land Offer to Sell shall be contingent upon Buyer and MLG Investments 2000 LLC (an affiliate of the Seller)("MLG") entering into a Sixth Amendment to Development Agreement in the form attached hereto as Exhibit II (the "Sixth Amendment"). If Buyer and MLG have not entered into the Sixth Amendment on or before December 18, 2013, then either Seller or Buyer may terminate this Agreement by giving written notice of termination to the other.

[Signatures on following page]

BUYER:

City of Beloit, Wisconsin

By: _____

Larry N. Arft, City Manager

Date: _____

SELLER:

MLG/BRC Beloit LLC

By: MLG Investments 2000 LLC

By: _____

Name: _____

Title: _____

Date: _____

Exhibits:

Exhibit 1 – Description of the Property

Exhibit II – Form of Sixth Amendment

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

Description of Property

The Property consists of the following 2 parcels located in the City of Beloit, Rock County, Wisconsin:

Parcel 1. Lot 2 of Certified Survey Map recorded in the office of the Register of Deeds for Rock County, Wisconsin on December 11, 2002 in Volume 25, pages 393-395, as Document No. 1579564.

Tax Parcel # 22820100

Parcel 2.

Tax Parcel #22810010

Parcel 2 is outlined in dark ink on Exhibit 1A attached hereto. The legal description of Parcel 2 is set forth on Exhibit 1B attached hereto (prepared by R.H. Batterman & Co., Inc.)

EXHIBIT 1A



EXHIBIT 1B

November 16, 2012

Andy Bruce
Executive Vice President-Principal
MLG
13400 Bishops Lane, Suite 100
Brookfield WI 53005-6203

Andy: The following description represents that land lying east of Gateway Boulevard and north of the Eagles Ridge Plats based on ownership that is shown on the City of Beloit GIS map, parcel # 2281 0010. A field survey was not performed per your request. The description has been prepared based on record information in our office only. The description hereon is subject to change based on title work of record or an accurate field survey.

PART OF THE N.E. ¼ AND THE N.W. ¼ OF SECTION 28 AND PART OF THE S.E. ¼ OF SECTION 21, BEING ALL A PART OF T. 1 N., R. 13 E. OF THE 4TH P.M., CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN

DESCRIBED AS FOLLOWS:

Commencing at the Northeast corner of Section 28, aforesaid; thence North 88°42'40" West 1345.78 feet along the North line of said N.E. ¼ to the Northwest corner of Lot 2 of a Certified Survey Map recorded in volume 30 on pages 6-8 of Certified Survey Maps, being also the place of beginning; thence South 0°41'38" East 1683.37 feet along the West line of said Lot 2 and the West line of Lot 1 of a Certified Survey Map recorded in volume 16 on pages 245-246; thence North 89°18'16 East 55.58 feet to the Northwest corner of Lot 34 of Eagles Ridge Plat No. 1 as platted and recorded; thence along the Northerly and Westerly lines of Eagles Ridge Plat No. 1 as follows: thence South 0°46'28 West 228.67 feet; thence North 72°17'20 West 38.85 feet; thence North 82°38'45 West 113.58 feet; thence South 48°20'13 West 81.30 feet; thence North 89°13'32 West 139.23 feet to Northwest corner of Lot 40 of said Eagles Ridge Plat No. 1; thence North 0°41'59 West 137.53 feet to the Northeast corner of Lot 16 of Eagles Ridge West Plat No. 1 as platted and recorded; thence along the Northerly line of said Eagles Ridge West Plat No. 1 as follows: thence South 76°38'30" West 999.82 feet; thence South 82°08'53 West 66.53 feet; thence North 84°07'16" West 71.24 feet; thence North 69°13'10 West 78.97 feet; thence North 59°07'13 West 110.32 feet to the most Northerly corner of Lot 1 of said Eagles Ridge West Plat No. 1, being also a point on the Southeasterly right of way line of Gateway Boulevard; thence along said right of way line as follows: thence North 30°52'41 East 1585.92 feet; thence North 30°30'46" East 47.38 feet; thence North 30°52'32 East 807.50 feet, being the last call along said right of way line; thence South 0°00'22 West 140.54 feet to the North line of said N.E. ¼; thence South 88°42'40 East 304.22 feet to the place of beginning. Containing 44.04 acres more or less.

Robert Leuenberger, RLS 1244

EXHIBIT II
TO ADDENDUM 'A'
TO VACANT LAND OFFER TO SELL

Form of Sixth Amendment

(attached)

12/6/2012

**SIXTH AMENDMENT TO
DEVELOPMENT AGREEMENT
BETWEEN
CITY OF BELOIT, THE COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY
OF BELOIT, AND THE GREATER BELOIT ECONOMIC DEVELOPMENT
CORPORATION
AND
MLG INVESTMENTS 2000 LLC**

THIS AMENDMENT entered into by and between the CITY OF БЕЛОIT, a Wisconsin municipal corporation ("City"); the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF БЕЛОIT (the "Authority"); the GREATER БЕЛОIT ECONOMIC DEVELOPMENT CORPORATION (formerly known as the CITY OF БЕЛОIT ECONOMIC DEVELOPMENT CORPORATION) (the "GBEDC"); and MLG INVESTMENTS 2000 LLC, a Wisconsin limited liability company existing under the laws of the State of Wisconsin, with its principal place of business located at Brookfield, Wisconsin ("MLG");

WITNESSETH:

WHEREAS, the City, the Authority, the GBEDC and MLG entered into a Development Agreement dated as of October 16, 2000 (the "Original Development Agreement"); and

WHEREAS, the City, the Authority, the BEDC and MLG entered into an Amendment to Development Agreement dated as of December 12, 2000 (the "First Amendment"), a Second Amendment to Development Agreement dated as of May 15, 2001 (the "Second Amendment"), a Third Amendment to Development Agreement dated as of October 3, 2005 (the "Third Amendment"), and a Fourth Amendment to Development Agreement dated as of September 5, 2007 (the "Fourth Amendment"), and a Fifth Amendment to Development Agreement dated as of March 25, 2009 (the "Fifth Amendment"). The Original Development Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment, is referred to herein as the "Development Agreement"; and

WHEREAS, MLG desires to sell to the City, and the City desires to purchase from MLG, all of MLG's remaining rights under the Development Agreement;

NOW, THEREFORE, in consideration of the promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

1. Assignment of Development Agreement. Subject to the Contingency set forth in section 4 below, MLG agrees to assign to the City, and the City agrees to assume from MLG, all of MLG's rights and obligations under the Development Agreement (including but not limited to MLG's rights and obligations under the Option, as defined in the Development Agreement)(the "Assignment"). MLG and the City shall carry out the Assignment by entering into an Assignment and Assumption Agreement in the form attached hereto as Exhibit A (the "Assignment Agreement"). The parties hereby approve the Assignment, and agree that upon execution of the Assignment Agreement by the City and MLG, MLG shall be released from any liability under the Development Agreement.
2. Purchase Price. Subject to the Contingency set forth in section 4 below, the City hereby agrees to pay MLG an option purchase price of \$1,225,000 (the "Purchase Price"). The City shall pay the Purchase Price in cash at Closing.

3. Closing. Upon satisfaction of the Contingency set forth in section 4 below, MLG and the City agree to close this transaction as follows (the “Closing”):

A. MLG and the City shall both execute and deliver the Assignment Agreement to each other;

B. The City shall pay MLG the Purchase Price in cash; and

C. MLG shall execute, acknowledge and deliver to the City full releases of (A) the Memorandum of Agreement recorded in the office of the Register of Deeds for Rock County, Wisconsin on December 27, 2000, as Document No. 1478645 and (B) the Memorandum of Agreement recorded in the office of the Register of Deeds for Rock County, Wisconsin on August 14, 2002, as Document No. 1557788.

4. Contingency. The parties acknowledge and agree that their obligations under this Sixth Amendment shall be contingent upon MLG/BRC Beloit LLC (an affiliate of MLG)(“MLG/BRC”) and the City closing the conveyance of approximately 56 acres of land in Beloit, Wisconsin from MLG/BRC to the City pursuant to a Vacant Land Offer to Sell entered into between MLG/BRC and the City on or before the date of this Sixth Amendment (the “Contingency”). If this Contingency is not satisfied, or waived by MLG and the City, on or before December 21, 2012, then this Sixth Amendment shall be null and void.

5. Counterparts. This Amendment may be executed in several counterparts and each executed counterpart shall be considered an original of this Agreement.

[Signatures on following page]

This Amendment is entered into as of December 18, 2012.

CITY OF BELOIT, WISCONSIN

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF BELOIT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

GREATER BELOIT ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

MLG INVESTMENTS 2000 LLC

By: _____
Timothy J. Wallen, President

Attachments:
Exhibit A – Form of Assignment and Assumption Agreement

STATE OF WISCONSIN)
)SS
ROCK COUNTY)

Personally came before me this _____ day of _____, 2012, the above
named _____ and _____, the _____ and
_____, respectively, of the City of Beloit, Wisconsin, to me known to be the persons who
executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission _____

STATE OF WISCONSIN)
)SS
ROCK COUNTY)

Personally came before me this _____ day of _____, 2012, the above
named _____ and _____, the _____ and
_____, respectively, of the Community Development Authority of the City of Beloit,
Wisconsin, to me known to be the persons who executed the foregoing instrument and
acknowledged the same.

Notary Public, Wisconsin
My commission _____

STATE OF WISCONSIN)
)SS
ROCK COUNTY)

Personally came before me this _____ day of _____, 2012, the above
named _____ and _____, the _____ and
_____, respectively, of the Greater Beloit Economic Development Corporation, to me
known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission _____

STATE OF WISCONSIN)
)SS
WAUKESHA COUNTY)

 Personally came before this _____ day of _____, 2012, the above
named _____, the _____ of MLG Investments 2000 LLC, to me
known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission _____

EXHIBIT A

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Agreement is entered into between MLG Investments 2000 LLC, a Wisconsin limited liability company ("MLG"); and the City of Beloit, a Wisconsin municipal corporation ("City").

Recitals

The undersigned acknowledge the following:

- A. MLG, the City, the Community Development Authority of the City of Beloit (the "Authority"); and the Greater Beloit Economic Development Corporation (formerly known as the City of Beloit Economic Development Corporation)(the "GBEDC") entered into a Development Agreement dated as of October 16, 2000 (the "Original Development Agreement").
- B. MLG, the City, the Authority and the BEDC entered into an Amendment to Development Agreement dated as of December 12, 2000 (the "First Amendment"), a Second Amendment to Development Agreement dated as of May 15, 2001 (the "Second Amendment"), a Third Amendment to Development Agreement dated as of October 3, 2005 (the "Third Amendment"), and a Fourth Amendment to Development Agreement dated as of September 5, 2007 (the "Fourth Amendment") and a Fifth Amendment to Development Agreement dated as of March 25, 2009 (the "Fifth Amendment"). The Original Development Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment, is referred to herein as the "Development Agreement".
- C. MLG and the GBEDC entered into a Declaration of Protective Covenants for The Gateway Business Park dated May 15, 2001 and recorded in the office of the Register of Deeds for Rock County, Wisconsin on November 12, 2003, as Document No. 1641607; as clarified by Affidavit of Correction dated December 5, 2003 and recorded in the office of the Register of Deeds for Rock County, Wisconsin on December 9, 2003, as Document No. 1644851 (the "Protective Covenants").
- D. MLG and the GBDEC entered into an Agreement Regarding Protective Covenants dated May 15, 2001 and recorded in the office of the Register of Deeds for Rock County, Wisconsin on November 12, 2003, as Document No. 1641607; as clarified by Affidavit of Correction dated December 5, 2003 and recorded in the office of the Register of Deeds for Rock County, Wisconsin on December 9, 2003, as Document No. 1644852 (the "Agreement Regarding Protective Covenants").
- E. MLG, the City, the Authority and the GBDEC entered into a Sixth Amendment to

Development Agreement dated as of December 18, 2012 (the "Sixth Amendment"). Pursuant to the Sixth Amendment, MLG and the City agreed to enter into this Assignment and Assumption Agreement.

Agreements

Now therefore, in consideration of the Recitals, the mutual agreements which follow and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

1. Assignment of Developer Agreement. MLG hereby assigns to the City, and the City hereby assumes from MLG, all of MLG's rights and obligations under the Development Agreement (including but not limited to MLG's rights and obligations under the Option, as defined in the Development Agreement).
2. Assignment of Business Park Documents. MLG hereby assigns to the City, and the City hereby assumes from MLG, all of MLG's rights and obligations under the Protective Covenants and the Agreement Regarding Protective Covenants (collectively, the "Business Park Documents"). MLG agrees to sign such other commercially reasonable documents as may be requested by the City to evidence the assignment of MLG's rights and obligations under the Business Park Documents to the City. The City hereby agrees to indemnify, defend and hold MLG harmless from and against any future liability or expense (including legal fees and court costs) that might be incurred by MLG under the Business Park Documents.
3. Disputes. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to court costs and reasonable attorney's fees from the unsuccessful party.
4. Governing Law/Remedies. This Agreement shall be construed according to the laws of the State of Wisconsin.
5. Entire Agreement. This Agreement constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by both parties.
6. Successors and Assigns. The rights and obligations of the parties hereto shall inure to the benefit of and be binding upon their successors and assigns.
7. Counterparts. This Agreement may be executed in several counterparts and each executed counterpart shall be considered an original of this Agreement.

[signatures on following page]

Dated as of December ___, 2012.

MLG INVESTMENTS 2000 LLC

By: _____
Timothy J. Wallen, President

CITY OF BELOIT, WISCONSIN

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

WHEREAS, the City of Beloit adopted the 2012 Operating Budget on November 7, 2011, which appropriated funds for the operating costs of the City Clerk and Code Enforcement Departments, and;

WHEREAS, during fiscal year 2012 unanticipated expenditures that were not budgeted have occurred in the operations of these departments due to election expenses, overtime, and property maintenance costs, and;

WHEREAS, the Budget for fiscal year 2012 provides funding for such unanticipated expenditures through a \$187,156 general fund contingency reserve account, and;

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

NOW, THEREFORE, BE IT RESOLVED that the 2012 Annual Operating Budget for the City Clerk and Code Enforcement Departments be amended to provide funding for unanticipated expenses due to the costs associated with two elections that were not budgeted and property maintenance costs.

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

FUNDING SOURCES:

Contingency Reserve Account

01611901-5244 (\$98,004)

EXPENDITURES:

City Clerk

	<u>Original</u>	<u>Amended</u>	<u>Difference</u>
01611100-5150 Overtime	\$ 4,000	\$10,000	\$ 6,000
01611100-5232 Copying/printin	\$12,400	\$23,900	\$11,500
01611100-5241 Contract Labor	\$66,350	\$93,850	\$27,500
01611100-5331 Postage	\$ 2,570	\$ 4,070	\$ 1,500
01611100-5332 Equipment Maint.	\$ 4,095	\$ 5,595	\$ 1,500

Code Enforcement

01675357-5240 Professional Services	\$24,996	\$75,000	<u>\$50,004</u>
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Total			<u>\$98,004</u>
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Dated at Beloit, Wisconsin, this 17th day of December 2012.

Charles M. Haynes,
President of the Council

ATTEST:

Rebecca S. Houseman,
City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Transfer of funds from the General Fund Contingency Reserve

Date: December 17, 2012

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

Overview/Background Information: Each year the city includes in its general fund budget a contingency reserve to provide funding for emergencies and unanticipated expenses. The 2012 budget includes \$187,156 for such purposes. During 2012, unanticipated expenditures that were not budgeted have occurred in the operations of the City Clerk and Code Enforcement Departments. In the City Clerk budget, the costs for the primary and regular recall elections for governor were not budgeted. The Code Enforcement Department incurred additional costs associated with property maintenance totaling \$50,000. Some of the property maintenance costs were off-set by assessments made against the various properties.

Key Issues (maximum of 5):

1. As part of the approved 2012 General Fund Budget, a contingency reserve account in the amount of \$187,156 was established to fund emergencies and unanticipated expenses.
2. The City Clerk and Code Enforcement departments have incurred unanticipated expenditures during the year for election expenses, overtime, and property maintenance totaling \$98,004.

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

N/A

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

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

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

Action required/Recommendation: Staff recommends the transfer of \$98,004 from the general fund contingency reserve which includes a transfer to the City Clerk department of \$48,000 for election costs and Code Enforcement of \$50,004 for property maintenance expenses.

Fiscal Note/Budget Impact: The General Fund contingency reserve account is included in the 2012 Budget for the purpose of funding unanticipated expenditures that may occur during the year.

**RESOLUTION DECLARING DOUBTFUL ACCOUNTS,
AUTHORIZING AMOUNTS TO BE WRITTEN OFF,
AND RECEIVING AND FILING THE 2012
REPORT OF THE COMPTROLLER**

WHEREAS, the City’s adopted administrative policy governing delinquent accounts and their write-off requires City Council to review and approve any doubtful accounts that exceeds \$5,000 and are deemed uncollectible; and,

WHEREAS, the Community and Housing Services Director recommends the following loans made through the City of Beloit Rehabilitation Loan Program, which is completely funded through the federal CDBG and HOME programs, be written-off as uncollectible since all of the properties have now been sold at a Sheriff’s foreclosure sale and the City has exhausted all efforts to collect the past due amounts owed; and,

WHEREAS, the City Treasurer recommends the following accounts be written-off as uncollectible due to foreclosure or bankruptcy; and,

WHEREAS, consistent with this policy, the Comptroller (Finance and Administrative Services Director), City Attorney and the City Manager recommend that the following loans are uncollectible and the amounts should be written off.

NOW THEREFORE BE IT RESOLVED the City Council declares the following delinquent loans as uncollectible.

<u>Beloit Rehabilitation Loan Program Write-Offs</u>		
<u>Name</u>	<u>Location</u>	<u>Amount</u>
Carolyn Garber	1405 Nelson (Sheriff’s sale)	\$13,990.00
Stephanie Riley	1008 Townline (Sheriff’s sale)	\$11,465.15
Mildred McCraley	1867 Fayette (tax foreclosure)	\$13,680.96
Edna Roberts	1117 Emerson (tax foreclosure)	\$18,675.25
Trina Scheetz	259 Middle (Sheriff’s sale)	<u>\$5,700.00</u>
	Total	<u>\$63,511.36</u>

BE IT FURTHER RESOLVED the City Council declares the following accounts as uncollectible as recommended by the City Treasurer.

<u>Write-Offs Due to Tax Deed Sale or Bankruptcy</u>		
<u>Name</u>	<u>Location</u>	<u>Amount</u>
Thomas Morgan	627 Central (condemnation demo costs)	\$7,275.00
Holy Redeemer Church	1435 Wisconsin (condemnation demo costs)	\$6,900.00
Duke & King Acquisitions	Burger King Restaurants (2011 PP Taxes - bankrupt)	\$10,261.64
Christopher Schollmeyer	1753 W. Grand (condemnation demo costs)	\$5,051.47

Hassan Alishawi	1413 Park (condemnation demo costs)	\$19,916.26
Allen Cass	1021,1023,1025 White (condemnation demo costs)	\$31,144.82
Beloit Country Market	1805 Prairie Ave. (2009 PP Taxes - bankrupt)	<u>\$21,317.91</u>
	Total	<u><u>\$101,867.10</u></u>

BE IT FURTHER RESOLVED that the City Council authorizes the amounts to be written off.

BE IT FURTHER RESOLVED the City Council does receive and file the Comptroller's report for 2012 reporting the accounts declared doubtful or written off that exceed \$5,000.

Adopted this 17th day of December, 2012

Charles M. Haynes,
City Council President

ATTEST:

Rebecca S. Houseman,
City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Declaration and Write-off of Doubtful Accounts

Date: December 17, 2012

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

Department(s): Finance and Administrative Services

Overview/Background Information:

The City's Administrative Policy for Doubtful Accounts and Accounts Written-off requires the City Comptroller (Finance, and Administrative Services Director) to annually present to the City Council any accounts \$5,000 or more that are considered doubtful accounts and should be written off as uncollectible. The Community and Housing Services Director and City Treasurer are recommending that several loans made as part of the Housing Rehab Loan Program and various billings for city services and taxes be considered for write-off since the properties have either been foreclosed and sold at a Sheriff's sale or bankrupt and no longer collectable. All reasonable efforts to collect these delinquent accounts have been exhausted and in accordance with the City's policy the accounts are considered to be doubtful accounts and should be written-off as uncollectible. Some of these accounts are currently listed with the city's collection agency for additional follow-up.

Key Issues (maximum of 5):

1. This write-off is consistent with adopted city policy and Governmental Accounting Standards.
2. Additional efforts to collect the amounts due will further add to the city's expense.

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

N/A

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

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

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

Action required/Recommendation:

Staff recommends Council adoption of the Resolution authorizing the write-off of these doubtful accounts.

Fiscal Note/Budget Impact:

These write-offs are not expected to have any adverse fiscal impact to the City.

**RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY
\$7,565,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A**

WHEREAS, the City of Beloit, Rock County, Wisconsin (the "City") deems it to be necessary, desirable and in the best interest of the City to refund certain maturities of the General Obligation Corporate Purpose Bonds, Series 2006A, dated May 1, 2006, the General Obligation Corporate Purpose Bonds, Series 2007A, dated June 1, 2007 and the General Obligation Promissory Notes, Series 2007B, dated June 1, 2007 (collectively, the "Refunded Obligations") for the purpose of achieving debt service cost savings; and

WHEREAS, the City Council of the City hereby finds and determines that general obligation refunding bonds in an amount of approximately \$7,565,000 should be issued for the purpose of refunding the Refunded Obligations pursuant to Section 67.04, Wisconsin Statutes.

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

Section 1. Issuance of the Bonds. The City shall issue bonds designated "General Obligation Refunding Bonds, Series 2013A" (the "Bonds") in an amount of approximately \$7,565,000 for the purpose above specified.

Section 2. Sale of the Bonds. The City Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the City Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Ehlers & Associates, Inc. ("Ehlers")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete, official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Section 5. Award of the Bonds. Following receipt of bids for the Bonds, the City Council shall consider taking further action to provide the details of the Bonds; to award the Bonds to the lowest responsible bidder therefor; and to levy a direct annual irrevocable tax sufficient to pay the principal of and interest on the Bonds as the same becomes due as required by law.

Section 6. 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 and recorded December 17, 2012.

Charles M. Haynes
City Council President

ATTEST:

Rebecca S. Houseman
City Clerk

(SEAL)

**RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY
\$6,040,000 WATER SYSTEM REFUNDING REVENUE BONDS, SERIES 2013B**

WHEREAS, the City of Beloit, Rock County, Wisconsin (the "City") deems it to be necessary, desirable and in the best interest of the City to refund certain maturities of the Water System Revenue Bonds, Series 2003, dated November 1, 2003 (the "Refunded Obligations") for the purpose of achieving debt service cost savings; and

WHEREAS, the City Council of the City hereby finds and determines that water system revenue bonds in an amount of approximately \$6,040,000 should be issued for the purpose of refunding the Refunded Obligations pursuant to Section 66.0621, Wisconsin Statutes.

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

Section 1. Issuance of the Bonds. The City shall issue bonds designated "Water System Refunding Revenue Bonds, Series 2013B" (the "Bonds") in an amount of approximately \$6,040,000 for the purpose above specified.

Section 2. Sale of the Bonds. The City Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the City Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Ehlers & Associates, Inc. ("Ehlers")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete, official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Section 5. Award of the Bonds. Following receipt of bids for the Bonds, the City Council shall consider taking further action to provide the details of the Bonds and to award the Bonds to the lowest responsible bidder therefor.

Section 6. 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 and recorded December 17, 2012.

Charles M. Haynes
City Council President

ATTEST:

Rebecca S. Houseman
City Clerk

(SEAL)

**RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY
\$895,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013C**

WHEREAS, the City of Beloit, Rock County, Wisconsin (the "City") deems it to be necessary, desirable and in the best interest of the City to refund certain maturities of the Taxable General Obligation Community Development Bonds, Series 2005C, dated May 1, 2005 (the "Refunded Obligations") for the purpose of achieving debt service cost savings;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation refunding bonds on a taxable rather than tax-exempt basis; and

WHEREAS, the City Council of the City hereby finds and determines that taxable general obligation refunding bonds in an amount of approximately \$895,000 should be issued for the purpose of refunding the Refunded Obligations pursuant to Section 67.04, Wisconsin Statutes.

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

Section 1. Issuance of the Bonds. The City shall issue bonds designated "Taxable General Obligation Refunding Bonds, Series 2013C" (the "Bonds") in an amount of approximately \$895,000 for the purpose above specified.

Section 2. Sale of the Bonds. The City Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the City Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Ehlers & Associates, Inc. ("Ehlers")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete, official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Section 5. Award of the Bonds. Following receipt of bids for the Bonds, the City Council shall consider taking further action to provide the details of the Bonds; to award the Bonds to the lowest responsible bidder therefor; and to levy a direct annual irrevocable tax sufficient to pay the principal of and interest on the Bonds as the same becomes due as required by law.

Section 6. 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 December 17, 2012.

Charles M. Haynes
City Council President

ATTEST:

Rebecca S. Houseman
City Clerk

(SEAL)