



**AGENDA  
BELOIT CITY COUNCIL  
100 State Street, Beloit WI 53511  
City Hall Forum – 7:00 p.m.  
Monday, December 3, 2012**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
4. PUBLIC HEARINGS
  - 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, located at 602 Henry Avenue (Christensen) First Reading, suspend the rules for a Second Reading Plan Commission recommendation for approval 4-0
5. CITIZENS' PARTICIPATION
6. CONSENT AGENDA

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

  - a. Approval of the **Minutes** of the Special Meeting of November 12, 2012 and the Special and Regular Meetings of November 19, 2012 (Houseman)
  - b. Application for **Annexation** of 1035 and 1041 Udell Drive from the Town of Beloit (Christensen) Refer to Plan Commission
  - c. Resolution approving a **Temporary Class "B"/"Class B" Retailer's License** for a Visit Beloit Event at 500 Public Avenue on December 7, 2012 (Houseman)
7. ORDINANCES
  - 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** (Walsh) First Reading, suspend rules for Second Reading
8. APPOINTMENTS – none
9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS
10. CITY MANAGER'S PRESENTATION – none

## 11. REPORTS FROM BOARD AND CITY OFFICERS

- 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 (Casper)

## 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: November 28, 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.

**RESOLUTION  
AUTHORIZING A CONDITIONAL USE PERMIT  
TO ALLOW A DRIVE-IN USE IN A C-3, COMMUNITY COMMERCIAL DISTRICT  
FOR PROPERTY LOCATED AT 602 HENRY AVENUE**

**WHEREAS**, the application of Associated Bank for a Conditional Use Permit in order to establish a Drive-In use in a C-3, Community Commercial District, for property located at 602 Henry Avenue, having been considered by the City Council of the City of Beloit, Wisconsin at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication on file in the office of the City Clerk.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the City Council of the City of Beloit, Rock County, Wisconsin does hereby grant a Conditional Use Permit to allow a Drive-In use in a C-3, Community Commercial District, for property located at 602 Henry Avenue in the City of Beloit, for the following described premises:

PART OF ECLIPSE PARK (NOW VACATED) BEING A PART OF THE N.W. ¼ OF THE N.W. ¼ OF SECTION 25 AND PART OF THE N.E. ¼ OF THE N.E. ¼ OF SECTION 26, ALL IN T.1 N., RL 12 E. OF THE FOURTH P.M., CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN (a/k/a 602 Henry Avenue).Containing 0.55 acres, more or less.

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

1. This Conditional Use Permit authorizes a drive-in use consisting of up to three drive-through lanes associated with a bank on the property located at 602 Henry Avenue in the City of Beloit.
2. The applicant must submit a copy of the recorded Certified Survey Map to the Planning & Building Services Division before a Building Permit is issued.
3. The applicant must obtain an Architectural Review Certificate, Certificate of Zoning Compliance, and Building Permit before beginning work.
4. The applicant shall submit a copy of the off-site parking agreement to the Planning & Building Service Division prior to establishing the proposed use.
5. The Plan Commission and City Council shall approve any major changes in the adopted conditions or use of the property by amending this Conditional Use Permit. The Planning and Building Services Director may approve minor changes administratively and allow accessory structures and uses that comply with and meet all of the standards and requirements of the City of Beloit Municipal Code.

Adopted this 3<sup>rd</sup> day of December, 2012.

**BELOIT CITY COUNCIL**

\_\_\_\_\_  
Charles Haynes, Council President

ATTEST:

\_\_\_\_\_  
Rebecca S. Houseman, City Clerk



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Conditional Use Permit Application for the property located at 600 Henry Avenue

**Date:** December 3, 2012

**Presenter(s):** Julie Christensen

**Department:** Community Development

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### **Overview/Background Information:**

Associated Bank has filed a Conditional Use Permit Application in order to establish a drive-in use in a C-3, Community Commercial District. The applicant has submitted site and architectural plans related to the construction of a 3,831 square-foot bank with three drive-through lanes. While financial institutions are permitted in the C-3, Community Commercial District, a drive-in use requires a Conditional Use Permit in all commercial zoning districts.

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### **Key Issues (maximum of 5):**

- The Plan Commission reviewed this item on November 20, 2012 and voted (4-0) to recommend approval of the Conditional Use Permit for a drive-in use in a C3, Community Commercial District, subject to the conditions recommended by the Planning Division.
  - Property owners within 150-feet of the site received the attached Public Notice. Staff did not receive any comments from the public or neighboring property owners concerning the proposed Conditional Use Permit.
  - Site Plan and Architectural Review applications have been submitted by the applicant, and are currently being reviewed by planning staff.
- 

### **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 #5.
- 

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

- **Reduce dependence upon fossil fuels** – The proposed development will contribute towards a reduced dependence upon fossil fuels by utilizing an undeveloped parcel that is already served by existing roadways and other infrastructure.
  - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
  - **Reduce dependence on activities that harm life sustaining eco-systems** – The proposed use is not expected to generate hazardous waste or harmful emissions.
  - **Meet the hierarchy of present and future human needs fairly and efficiently** – The proposed use is expected to have a positive impact upon all stakeholders.
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### **Action required/Recommendation:**

- City Council consideration and action on the proposed Resolution
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**Fiscal Note/Budget Impact:** N/A

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**Attachments:** Resolution and Staff Report to the Plan Commission

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# CITY OF BELOIT

## REPORT TO THE BELOIT CITY PLAN COMMISSION

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**Meeting Date:** November 20, 2012

**Agenda Item:** 4

**File Number:** CU-2012-07

**Applicant:** Associated Bank

**Owner:** Hendricks Commercial  
Properties LLC

**Location:** 602 Henry Avenue

**Existing Zoning:** C-3, Community  
Commercial District

**Existing Land Use:** Neighborhood  
Center

**Parcel Size:** 0.55 acres

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### Request Overview/Background Information:

Associated Bank has filed a Conditional Use Permit Application in order to establish a drive-in use in a C-3, Community Commercial District for the property located at 602 Henry Avenue. The applicant has submitted site and architectural plans related to the construction of a 3,831 square-foot bank with three drive-through lanes. While financial institutions are permitted in the C-3, Community Commercial District, a drive-in use requires a Conditional Use Permit in all commercial zoning districts.

The attached **Location and Zoning Map** shows the location of the parcel involved in this application. The adjacent zoning and land uses are as follows:

- North: C-3, Community Commercial District and R-1B, Single-Family Residential District; Industrial and Residences
- South: C-3, Community Commercial; Eclipse Center
- East: C-3, Community Commercial; Eclipse Center
- West: C-3, Community Commercial; Eclipse Center

The Zoning Ordinance requires a Conditional Use Permit before a drive-in use may be established in a commercial zoning district. The justification for requiring a Conditional Use Permit is to allow the City Council to approve such a use only if it determines that the proposed use will not have a negative impact on the surrounding land uses. If the proposed use is approved, the City Council is authorized to impose conditions it deems necessary to reduce or minimize any potential adverse effects on surrounding properties.

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### Key Issues:

- In accordance with Section 2.5.1 of the Zoning Ordinance, a site plan has been submitted and is attached to this report.
- As shown on the site plan, the site will be accessible from the access driveway immediately east of the subject property.
- Bank teller lanes require a minimum of four stacking spaces and Automated teller machine lanes require a minimum of three stacking spaces. The applicant has proposed two bank teller lanes and one automated teller machine lane on the west side of the proposed bank building. Four stacking spaces are provided for each bank teller lane, and three for the automated teller lane.
- As shown on the site plan, vehicles will circulate through the drive-through in a counter-clockwise motion to access the drive-through windows on the western side of the building.
- A 3,831 square-foot bank will require fifteen off-street parking spaces, including one van-accessible space. Eleven off-street parking spaces, including one van-accessible space, are shown on the site plan. The applicant intends to enter into an off-site parking agreement with a neighboring property owner to establish the remaining required four parking spaces.
- Public facilities and infrastructure exist in this area and the property receives the full range of municipal services.
- The drive-through use will likely generate additional traffic, but the increase will not affect the service levels of adjacent roadways.
- The Engineering Department, the Fire Department, the Assessor's Office, Alliant Energy, AT&T, and Charter Communications have reviewed this Conditional Use Permit application and do not have any comments or concerns regarding the proposed drive-through lanes.
- This application is related to the drive-in use only. Final site and architectural approval will occur during the Site Plan Review and Architectural Review phase.
- The Certified Survey Map was approved by the Plan Commission on November 7, 2012. Once recorded, the subject property will be addressed as 602 Henry Avenue.

▪ Findings of Fact

Based on Section 2.5.4 of the Zoning Ordinance, the Plan Commission shall make a recommendation based on the following considerations:

- a. *Whether the establishment, maintenance, or operation of the conditional use will be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;*
  - The establishment of a drive-in use at this location will not endanger public health, safety, morals, comfort, or general welfare.
- b. *Whether the conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted;*
  - A drive-in use will not negatively impact the enjoyment of the surrounding properties. As required by the Architectural Review and Landscape Code, a Landscape Strip will be installed along the property line facing the street.
- c. *Whether the conditional use will substantially diminish or impair property values within the neighborhood of the subject property;*
  - The conditional use will not diminish or impair property values within the neighborhood of the subject property.
- d. *Whether the establishment of the conditional use will impede the normal and orderly development and improvement of the surrounding property;*
  - The surrounding properties are already developed. A drive-in use will not impede the normal and orderly development and improvement of surrounding properties.
- e. *Whether the exterior architectural design or site layout of the proposed conditional use is so dissimilar or otherwise incompatible with existing or proposed development in the immediate neighborhood that it will cause a depreciation in property values;*
  - The exterior architectural design of the building and detailed site layout will be reviewed during the Architectural Review and Site Plan Review processes. The proposed development, as shown on the submitted site plan, is completely compatible with the existing development in the area.
- f. *Whether adequate utilities, access roads, drainage or other necessary facilities will be available to serve the proposed use at the time of its occupancy or use;*
  - Adequate facilities and infrastructure are available to serve the proposed use.
- g. *Whether adequate measures will be taken to minimize traffic congestion; and*
  - The proposed development will not involve an additional access driveway along Henry Avenue. The use of the existing access driveway will minimize congestion along this roadway.
- h. *Whether the conditional use will comply with all applicable regulations of this chapter (the Zoning Ordinance).*
  - The drive-in use will comply with all other applicable regulations of the Zoning Ordinance.

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**Consistency with Comprehensive Plan and Strategic Plan:**

The City's Comprehensive Plan recommends planned mixed uses of this parcel. The proposed use is consistent with this recommendation.

Consideration of this request supports City of Beloit Strategic Goal #5.

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

- **Reduce dependence upon fossil fuels** – The proposed development will contribute towards a reduced dependence upon fossil fuels by utilizing an undeveloped parcel that is already served by existing roadways and other infrastructure.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – The proposed use is not expected to generate hazardous waste or harmful emissions.
- **Meet the hierarchy of present and future human needs fairly and efficiently** – The proposed use is expected to have a positive impact upon all stakeholders.

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**Staff Recommendation:**

The Planning and Building Services Division recommends approval of a Conditional Use Permit to allow a Drive-In use in a C-3, Community Commercial District, for the property located at 602 Henry Avenue, based on the above Findings of Fact and subject to the following conditions:

1. This Conditional Use Permit authorizes a drive-in use consisting of up to three drive-through lanes associated with a bank on the property located at 602 Henry Avenue in the City of Beloit.
2. The applicant must submit a copy of the recorded Certified Survey Map to the Planning & Building Services Division before a Building Permit is issued.
3. The applicant must obtain an Architectural Review Certificate, Certificate of Zoning Compliance, and Building Permit before beginning work.
4. The applicant shall submit a copy of the off-site parking agreement to the Planning & Building Service Division prior to establishing the proposed use.
5. The Plan Commission and City Council shall approve any major changes in the adopted conditions or use of the property by amending this Conditional Use Permit. The Planning and Building Services Director may approve minor changes administratively and allow accessory structures and uses that comply with and meet all of the standards and requirements of the City of Beloit Municipal Code.

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**Fiscal Note/Budget Impact:**

N/A

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**Attachments:** Location & Zoning Map, Site Plan, Photographs, Application, Public Notice, and Mailing List.

# Location & Zoning Map

600 HENRY AVENUE

CU-2012-07



1 inch = 307 feet

0 60 120 240 360 Feet

### Legend

- Zoning District
- Parcels

Map prepared by: Michael D. Lofton II  
Date: November 2012  
For: City of Beloit, Planning & Building Services  
Date of Aerial Photography: April 2011

## PLANNING & BUILDING SERVICES DIVISION





2007 SOUTH DRIVE  
 SUITE 200-400  
 MILWAUKEE, WISCONSIN 53211  
 414.778.8888  
 WWW.BATTERMAN.COM

**Batterman**  
 engineers surveyors planners

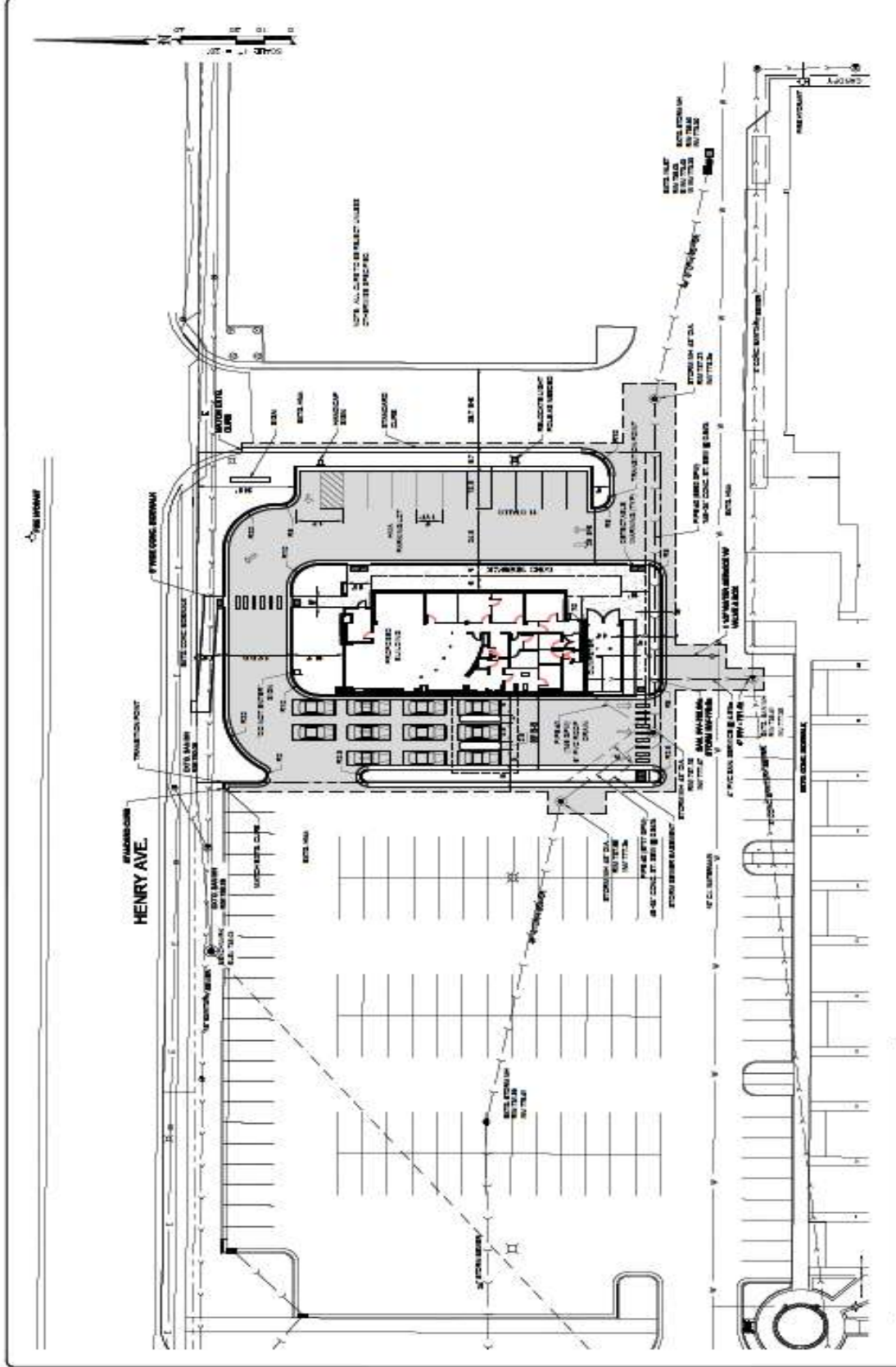
THE INFORMATION CONTAINED IN THIS DOCUMENT IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

DATE	DESCRIPTION
08/11/11	ISSUE FOR PERMIT
08/11/11	ISSUE FOR PERMIT
08/11/11	ISSUE FOR PERMIT
08/11/11	ISSUE FOR PERMIT

LAYOUT & UTILITY PLAN

ASSOCIATION NAME  
 CITY OR TOWNSHIP  
 COUNTY, WISCONSIN  
 SHEET NUMBER

DATE  
 7 OF 9



<p><b>PARKING INFORMATION</b></p> <p>STALLS REQUIRED: 17 STALLS, INCLUDING THIRD CAP</p> <p>STALLS PROVIDED: 11 STALLS, INCLUDING THIRD CAP</p> <p>*REMAINDER OF THE REQUIRED STALLS WILL BE PROVIDED THROUGH A PARKING AGREEMENT</p>	<p><b>DRIVE-THROUGH INFORMATION</b></p> <p>REQUIRED CAR STACKING: 4 CARS IN TELLER LANES, 3 CARS IN ATM LANE</p> <p>PROVIDED CAR STACKING: 4 CARS IN TELLER LANES, 3 CARS IN ATM LANE</p>
<p><b>SITE DETAILS</b></p> <p>TOTAL EXISTING IMPERVIOUS: 29,403 SF</p> <p>TOTAL PROPOSED IMPERVIOUS: 12,813 SF</p>	



**Site for Proposed Bank**



**Access Drive-way for Proposed Bank (Off Henry Avenue)**

**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-2012-07

1. Address of subject property: 600 HENRY AVENUE

2. Legal description: SEE ATTACHED

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

Property dimensions are: 188'-0"± feet by 141'-8"± feet = 23,906.25 square feet.

If more than two acres, give area in acres: 0.55 acres.

3. Tax Parcel Number(s): 12620466

4. Owner of record: Hendricks Commercial Properties LLC Phone: (608) 362-8961

655 Third Street, Suite 301 Beloit, WI 53511  
(Address) (City) (State) (Zip)

5. Applicant's Name: ASSOCIATED BANK

10708 W JANESVILLE ROAD HALES CORNERS WI 53130  
(Address) (City) (State) (Zip)

(414) 525-3275 / Joseph.Shortreed@associatedbank.com  
(Office Phone #) (Cell Phone #) (Email Address)

6. All existing use(s) on this property are: PARKING LOT FOR EXISTING RETAIL DEVELOPMENT

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

A Conditional Use Permit for: BANK DRIVE THRU  
C-3 in a(n) C-3 Zoning District.

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

Principal use: BANK

Secondary use:

Accessory use:

**City of Beloit** **Conditional Use Permit Application Form (continued)**

9. Project timetable: Start date: 4/1/2013 Completion date: 8/1/2013

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

- Owner
- Leasehold, length of lease: \_\_\_\_\_
- Contractual, nature of contract: \_\_\_\_\_
- Other, explain: Land purchase is currently in negotiation between owner and applicant, once land is purchased applicant will become owner

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] (Signature of Owner) T. Robert Garcia (Print name) 1/10/12 (Date)  
[Signature] (Signature of Applicant, if different) Joseph Shortreed (Print name) 10/12/2012 (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>11/20/2012</u>
No. of notices: _____	x mailing cost (\$0.50) = cost of mailing notices: \$ _____
Application accepted by: <u>Michael D. Loftis II</u>	Date: <u>10/16/12</u>



City of  
**BELOIT**, Wisconsin  
Division of Planning and Building Services

CITY HALL • 100 STATE STREET • BELOIT, WI 53511

Office: 608/364-6700 • Fax: 608/364-6609

[www.ci.beloit.wi.us](http://www.ci.beloit.wi.us)

Equal Opportunity Employer

## NOTICE TO THE PUBLIC

November 6, 2012

To Whom It May Concern:

Associated Bank has filed a Conditional Use Permit Application in order to establish a drive-in use in a C-3, Community Commercial District, for property located at:

**600 Henry Avenue.**

The applicant has proposed the development of a bank with three drive-through lanes. A drive-in use requires a Conditional Use Permit in all commercial districts.

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

**City Plan Commission:** Tuesday, November 20, 2012 at 7:00 p.m., or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

**City Council:** Monday, December 3, 2012, at 7:00 p.m., or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

## **THE PUBLIC IS INVITED TO ATTEND THESE HEARINGS.**

**We are interested in your opinion.**

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

For further information, please contact Michael Lofton in the Planning Division at (608) 364-6708 or [loftonm@ci.beloit.wi.us](mailto:loftonm@ci.beloit.wi.us).

RICHARD J & DIANE ADAMS 405 TRADING POST TRL ROCKTON, IL 61072	GODFREY & MICHELE L ANYANWU 1732 MORSE AVE BELOIT, WI 535113564	JAMIN ARN P O BOX 80 AFTON, WI 53501
CLEMENTE & MARIA AVILA 1712 MORSE AVE BELOIT, WI 53511	ESTHELA AVILA 1740 MORSE AVE BELOIT, WI 535113564	CHARLOTTE BROOKS 1805 GLEN AVE BELOIT, WI 535113507
C & L BENNETT PROPERTY MANAGEMENT LLC 529 MAIDEN ST MINERAL POINT, WI 53565	MARY CHATSEY 739 HENRY AVE BELOIT, WI 53511	PAUL E & CINDY DAILEY 1518 E STRATFORD DR BELOIT, WI 53511
FAMILY REVOCABLE TRUST 1407 YATES AVE BELOIT, WI 535114656	FREEDOM PROPERTY INVESTMENTS LLC 1655 COPELAND AVE #130 BELOIT, WI 53511	GARY GOETZMAN 710 N HILL RD BELOIT, WI 53511
JAMES HAGY 7236 E FOXHOLLOW RD CLINTON, WI 53525	HENDRICKS COMMERCIAL PROPERTIES LLC 655 THIRD ST STE 301 BELOIT, WI 53511	MARIA HUARACHA 1698 MORSE AVE BELOIT, WI 53511
REVOCABLE LIVING TRUST 6/13/01 LAWRENCE ELMER LILES 15219 W RTE 14 WOODSTOCK, IL 60098	JOSE MEZA 220 WINCHESTER DR WEST MONROE, LA 71291	DWIGHT E & DANIELLE D MILLER 1804 GLEN AVE BELOIT, WI 53511
EDWARD MULLIGAN 4344 E WOOD TRL BELOIT, WI 53511	CLARENCE & THELMA PETERSON 729 HENRY AVE BELOIT, WI 535113517	JORGE PRADO 1743 MORSE AVE BELOIT, WI 535113563
R J ADAMS PROPERTIES LLC 405 TRADING POST TRL ROCKTON, IL 61072	RANELAGH VENTURES LLC 1721 BROADWAY STE 202 OAKLAND, CA 94612	RICHELLE RICE 713 HENRY AVE BELOIT, WI 53511
STEVE STEINER 9810 REDFIELD DR ROSCOE, IL 610731342	AVA TALLEY 627 HENRY AVE BELOIT, WI 53511	RICHARD & SHIRLEY THOMPSON 3918 S DUGGAN RD BELOIT, WI 535118808
LARRY WELLS 1204 LIBERTY AVE BELOIT, WI 53511	WESLEY WHITNEY 1766 SPRUCE ST BELOIT, WI 535113542	WILLIAM & DIANNE ZAWADZKI 9998 TYBOW TRL ROSCOE, IL 61073

ZIERFUSS RENTALS LLC  
712 PRAIRIE AVE  
JANESVILLE, WI 53545



**PROCEEDINGS OF THE JOINT MEETING OF THE  
BELOIT CITY COUNCIL AND TOWN OF BELOIT BOARD OF SUPERVISORS  
Rotary River Center, 1160 Riverside Drive, Beloit, WI 53511  
Monday, November 12, 2012**

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

Town of Beloit Board of Supervisors Present: Tim Guenther, Dick LaMonte, Diane Greenlee, and Jim Stevens

1. The meeting was called to order at 6:34 p.m. by the Beloit City Council and the Town of Beloit Board of Supervisors.
2. Beloit City Manager Larry Arft discussed the August 24, 2012 joint management team meeting to review shared service delivery options. Town of Beloit Administrator Brian Wilson presented the report from that meeting. He indicated that 22 staff members from the City and the Town discussed police, fire, public works, finance and administration, and community development issues. Mr. Wilson said that staff networked and discussed best practices in their respective fields. Mr. Arft provided updates regarding joint economic development activities and utility billing functions. He said that the City is preparing a formal proposal for a contract between the Town and the City where the City would provide utility billing services for the Town. Mr. Arft said that the City and the Town are working together to provide the Town with liquid brine and salt for purchase and that they are working jointly to secure a composting area for the mulch from trees affected by the Emerald Ash Borer disease. He said that the police and fire chiefs are working together to develop a station response system where personnel from the station closest to the incident would respond first, regardless of whether the incident or the station is located in the City or the County. Mr. Wilson added that the Town is planning to start a paramedic program by August 2013.
3. Councilor De Forest said that she is excited about the prospect of sharing employees to reduce overtime for the Police and Fire Departments. She also stated that she is excited about the action to be taken based on these discussions and that she likes the ideas of joint planning for the redevelopment of major entrance corridors which include property in the City and the Town. Councilor Luebke congratulated Mr. Arft and Mr. Wilson for trying to collaborate to save taxpayers money and thanked the Town of Beloit for their support of the Inman Parkway extension. Supervisor Greenlee stated that a prime example of when closest station response should be used is for incidents near the intersection of Afton Road and County Q. Councilor Haynes said that staff should focus on the joint projects already discussed and move forward with additional projects as time permits. Councilor Kincaid requested that projects be prioritized by the potential cost savings, and Mr. Arft explained that joint billing would save the Town money and that the Emerald Ash Borer will need to be a priority if or when it hits the area. Mr. Wilson said that the joint billing would benefit the Town residents by offering them on-line payment options and the ability to pay or request service changes for water and sewer at Town Hall or City Hall.
4. Mr. Wilson suggested that the City Council and the Town Board meet again in about six months to discuss progress on these joint projects. Mr. Arft agreed that May 2013 would work well for a meeting because it is after the Spring Election. Mr. Wilson tentatively set the next meeting for Monday, May 13, 2013 at 6:30 p.m. at the Town of Beloit Fire Department Facility. Councilor Haynes said that he would like to see an update regarding efforts toward joint community development standards at the May meeting.
5. Councilor De Forest made a motion to adjourn the meeting, and Councilor Spreitzer seconded. The motion carried 7-0, and the meeting adjourned at 7:26 p.m.

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Rebecca S. Houseman, City Clerk

[www.ci.beloit.wi.us](http://www.ci.beloit.wi.us)

Date approved by Council:





**PROCEEDINGS OF THE BELOIT CITY COUNCIL  
Special Meeting  
November 19, 2012  
5:30 p.m.**

Presiding: Charles Haynes  
Present: Sheila De Forest, Chuck Kincaid, Kevin D. Leavy, David F. Luebke, Mark Spreitzer, and James E. Van De Bogart  
Absent: None

1. President Haynes called the meeting to order at 5:35 p.m. in the 4<sup>th</sup> Floor City Manager's Conference Room at City Hall.
2. Councilor Leavy moved to adjourn into closed session pursuant to Wis. State 19.85(1)(e) to discuss a pending **real estate transaction**. Councilor Luebke 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 Spreitzer seconded. The motion carried, and the meeting adjourned at 6:10 p.m.

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Rebecca S. Houseman  
City Clerk

[www.ci.beloit.wi.us](http://www.ci.beloit.wi.us)

Date Approved by Council:



**PROCEEDINGS OF THE BELOIT CITY COUNCIL**  
**100 State Street, Beloit WI 53511**  
**Monday, November 19, 2012**

Presiding: Charles M. Haynes  
Present: Sheila De Forest, Chuck Kincaid, Kevin D. Leavy, David F. Luebke, Mark Spreitzer, and James E. Van De Bogart  
Absent: None

1. The meeting was called to order at 7:12 p.m. in the Forum at Beloit City Hall.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
  - a. City Manager Larry Arft and Council President Charles Haynes presented **Certificates of Employee Appreciation** to the employees in the City Clerk's office in recognition of their extraordinary efforts and high level of commitment and dedication to the Office of the City Clerk and citizens of Beloit. He presented Certificates to City Clerk Rebecca Houseman, Deputy City Clerk Judy Elson, Assistant Deputy City Clerk Jelene Ahrens, and temporary employee Alice Lamont. Ms. Houseman thanked the Council and City Manager for the recognition and thanked her staff for their hard work over the last 18 months.
4. PUBLIC HEARINGS
  - a. Community Development Director Julie Christensen presented a proposed ordinance to amend Section 11.2.5(e)(2) of the Zoning Ordinance, Chapter 19 of the Code of General Ordinances of the City of Beloit relating to **Retail Sale/Service Accessory Uses**. It was noted that the Plan Commission recommended approval 6-0. Ms. Christensen explained that this ordinance amendment allows retail businesses to engage in small-scale manufacturing of goods sold to be distributed to other retail outlets for sale off-site. President Haynes opened and closed the public hearing without participation. Councilor Luebke moved to suspend the rules and offer a second reading. Councilor De Forest seconded, and the motion carried 7-0. On the merits of the ordinance amendment, Councilor Van De Bogart made a motion to enact, and Councilor Leavy seconded. The motion carried 7-0. File 7724 Ordinance 3472
5. CITIZENS' PARTICIPATION
  - Matt Finnegan, 4745 E Colley Road, spoke in opposition of the proposed ordinance allowing for a waiver from the residency requirement for certain city employees. He said that he is concerned that this will further erode the community and requested that all City employees live within the City of Beloit.
6. CONSENT AGENDA

Councilor Leavy made a motion to adopt the Consent Agenda, which consists of items 6.a. through 6.f. 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 7-0.

  - a. The **Minutes** of the Special Meetings of October 29, 2012, and October 30, 2012, and the Regular Meeting of November 5, 2012 was approved.
  - b. The application for a **Conditional Use Permit** to allow a drive-thru use in a C-3, Community Commercial District, for Associated Bank, located at 600 Henry Avenue was referred to the Plan Commission. File 8573
  - c. The resolution approving an application for a **Class "B" Beer and Reserve "Class B" Liquor License** for BMC Property Management, LLC, d/b/a Rivals Bar & Grill, located at 443 East Grand Avenue, Michael Jero, Agent, was adopted. File 8542
  - d. The resolution authorizing **Final Payment** of Public Works Contract C12-07, Street Resurfacing, was adopted. File 8531

- e. The resolution awarding Public Works **Contract** C12-01, New HVAC for Beloit Transit, was adopted. File 8575
- f. The resolution authorizing **Final Payment** of Public Works Contract C12-08, Sidewalk Maintenance, was adopted. File 8546

## 7. LICENSES

- a. Ms. Houseman presented a resolution approving a **Class "B" Beer License** for Mexico Dominicana, LLC, located at 854 Henry Avenue. It was noted that the ABLCC recommended denial 6-0. Councilor Van De Bogart made a motion to adopt the resolution, and Councilor Spreitzer seconded. Councilor Van De Bogart indicated that he would like to see the recommendation of the ABLCC followed. Councilor Leavy, who is the Council Representative on the ABLCC, said that this item was on the committee's agenda twice. He said the first time, the ABLCC asked the Police Department to conduct a more comprehensive survey of the neighborhood. He said that while the majority of the neighborhood did not have a problem with this license, Rory Owens, of the Merrill Revitalization Group (MRG), spoke in opposition to the license based on the past and present efforts of the MRG to remove alcohol sales from the neighborhood. Councilor Leavy also said that there are only four tables in the restaurant and that the applicant could not prove that a lack of the license would impact the business financially. The motion failed 0-7. File 8542

## 8. ORDINANCES

- a. City Manager Larry Arft presented a proposed Ordinance to amend Section 1.04 of the Code of General Ordinance of the City of Beloit relating to **residency requirements** of certain city employees. He indicated that this ordinance amends the resident requirements to allow the City Manager to grant a hardship waiver to those administrative division directors who have a hardship that does not allow residency. Councilor Spreitzer made a motion to suspend the rules for a second reading. Councilor Luebke seconded, and the motion carried 7-0. Councilor Leavy said that he is concerned that the lower level administrative positions are required to live in the City at all and that he does not want to tie the hands of managers when recruiting for these positions. He said that if the goal is to hire the most-qualified candidate, then residency should not matter. Councilor De Forest said that she disagrees and thinks that all employees should live in the City. She said that she is uncomfortable with the hardship language and that she does not think that there are many reasons why someone would not live here. Councilor Spreitzer said that the Council needs to recognize the complexities of the society in which we live. He said that this is a discretionary issue and that the Council would be able to monitor the implementation. He said that he supports the ordinance amendment. Councilor Van De Bogart said that people are becoming more not less mobile and that the skill level for these positions are such that the City may not find residents to fill them. He said that this ordinance gives the City Manager a great deal of discretion and wants the Council to provide some sort of oversight. He said that he prefers that these employees live in the City but that he understands that hardships may exist. Councilor Haynes said that society is changing and requires an evolution of thought on this matter and that this ordinance represents a compromise. Councilor Leavy made a motion to amend the ordinance to remove the administrative division head positions in Section 3 from the ordinance. Councilor Kincaid seconded. The motion failed 2-5, with Councilors Leavy and Kincaid voting in favor. Councilor Luebke made a motion to enact the ordinance as presented, and Councilor Spreitzer seconded. The motion carried 6-1, with Councilor De Forest voting in opposition. File 6543 Ordinance 3470
- b. Fire Chief Brad Liggett presented a proposed Ordinance to amend Section 6.19 of the Code of General Ordinances of the City of Beloit as it related to the **Fees** for Fire Department Services for a second reading. Councilor Luebke made a motion to enact the ordinance as presented, and Councilor Kincaid seconded. Councilor Van De Bogart asked what the anticipated increase in revenue from these fees would be, and Chief Liggett indicated that he expects \$28,000 in additional revenue. The motion carried 6-1, with Councilor Van De Bogart voting in opposition. File 8169 Ordinance 3471

## 9. APPOINTMENTS

President Haynes announced openings and submitted the following appointment to the City Committees, Boards, and Commissions for approval. The appointment was approved on a motion by Councilor Leavy and a second by Councilor Spreitzer. The motion carried 7-0.

- a. **Municipal Library Board:** David Sowl for a term ending June 30, 2015. File 5991

## 10. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- a. Councilor De Forest said that she attended a Golf Advisory Committee meeting and that they challenged the City Council to play the golf course. She reminded everyone of the upcoming Holiday Parade and Holidazzle.
- b. Councilor Kincaid said that he attended a meeting with representatives from the state and federal governments regarding the I-90/39/43 improvement project. He said that he accepts the golf challenge.
- c. Councilor Spreitzer said that he will also accept the challenge but that he has never golfed. He said that he registered voters on Election Day at a polling place and that he attended a Chamber of Commerce lunch.
- d. Councilor Van De Bogart said that he attended a Department of Transportation meeting and a stake-holders meeting regarding the I-90/39/43 improvement project. He thanked the tremendous number of poll workers for their hard work during this historic election season. He also said that he served as an election observer during absentee voting in the City Clerk's office.
- e. Councilor Luebke said that the Council had a very fruitful meeting with the Town of Beloit and that the two groups are making progress toward the goal of saving money.
- f. Councilor Leavy said that he would drive the golf cart.
- g. Councilor Haynes said that he went to the meeting with the DOT and that there will be opportunities for public participation in the I-90/39/43 project within the next several months.

## 11. CITY MANAGER'S PRESENTATION

- a. Public Works Director of Operations Chris Walsh presented a **Winter Storm Update**. She said that the goal of the program is to provide safe travel in the City of Beloit by the removal of snow and ice. She discussed different aspects of the program including education, training, advertising, weather forecasting, and school visits. Councilor Van De Bogart asked how the construction on East Grand would impact plowing, and Ms. Walsh said that snow would be pushed to the south side of the street and traffic would be one-way eastbound. Councilor De Forest thanked her for the progressive snow removal strategies using organic materials. Councilor Kincaid said that he is impressed with the efforts to reach school-age kids and inspire them to serve as public works employees.

## 12. REPORTS FROM BOARD AND CITY OFFICERS

- a. Assistant to the City Manager Beth Jacobsen presented a resolution approving the **2013 Animal Control Contract** with the Dane County Humane Society and authorizing the execution thereof. She said that this contract provides a consistent policy on how to handle injured and owned animals. She said that Dane County has the facility and space to handle these issues. Councilor Luebke made a motion to adopt the resolution, and Councilor De Forest seconded. Councilor De Forest asked about the transport of animals between Madison and Beloit, and Ms. Jacobsen said that the City is working with Janesville and Dane County to make the transportation process as efficient as possible. Councilor De Forest asked if there will be a temporary holding facility, and Ms. Jacobsen said that one may have to be established if the Rock County Humane Society does not take the stray animals, which would be in a different contract. Ms. Jacobsen said that the Dane County Humane Society adopts out 100 percent of the animals at the shelter that are adoptable. The motion carried 7-0. File 8576
- b. City Manager Larry Arft presented a resolution regarding **Indemnification Agreement** for property located at 202 Shirland Avenue to indemnify Rock County. He said that this is a brownfield site and that the City would cap it, seed it, and combine it with the adjacent water resources property. Councilor Van De Bogart made a motion to adopt the resolution, and Councilor Luebke seconded. The motion carried 7-0. File 8577

13. At 8:45 p.m., Councilor Leavy made a motion to adjourn the meeting, and Councilor Luebke seconded. The motion carried 7-0.

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Rebecca S. Houseman, City Clerk

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Annexation of 1035 & 1041 Udell Drive from the Town of Beloit – Council Acceptance and Referral to the Plan Commission

**Date:** December 3, 2012

**Presenter:** Julie Christensen

**Department:** Community Development

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### **Overview/Background Information:**

Jana Conway and Richard Caple have submitted a Petition for Annexation for the properties located at 1035 and 1041 Udell Drive in the Town of Beloit. The Petition for Annexation and Annexation Plat are attached to this report.

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### **Key Issues (maximum of 5):**

- Both applicants reside in the existing single-family dwellings on the subject properties, respectively. The existing septic systems on the subject properties have failed. Therefore, the applicant would like to be connected to the City's sanitary sewer system.
- The City has an existing sanitary sewer line in Udell Drive in front of the properties located at 1040 and 1028 Udell Drive, which were annexed to the City in 1992 and 1993, respectively. The City Engineer has determined that subject properties will be able to connect to the sanitary sewer.

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### **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 #5.

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### **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** – A reduction in the number of septic systems located in urbanized areas will reduce groundwater contamination.
- **Meet the hierarchy of present and future human needs fairly and efficiently** – The provision of sanitary sewer service will satisfy the owner's need for a healthy, sanitary dwelling.

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### **Action required/Recommendation:**

- Action on the proposed Resolution Accepting the Petition for Annexation
- Referral of this item to the Plan Commission for the January 9, 2013 meeting.
- This item will most likely return to the City Council for a first reading on January 22, 2013.

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**Fiscal Note/Budget Impact:** N/A

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**Attachments:** Location & Zoning Map, Resolution Accepting Petition, Petition for Annexation, and Annexation Plat

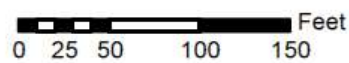
# Location & Zoning Map

1035 & 1041 Udell Drive

ANX-2012-01



1 inch = 97 feet



### Legend

- COB Parcels
- City Limits
- Zoning District

Map prepared by: Michael D. Lofton II  
Date: September 2012  
For: City of Beloit, Planning Division  
Date of Aerial Photography: March 2011

PLANNING & BUILDING SERVICES DIVISION

**RESOLUTION OF THE CITY COUNCIL  
ACCEPTING PETITION FOR DIRECT ANNEXATION**

**WHEREAS**, a petition for direct annexation of the following territory of the Town of Beloit, Rock County, Wisconsin, lying contiguous to the City of Beloit, Wisconsin, was filed with the City Clerk on November 19, 2012 for the following described property:

Lots 10 and 11 of Udell's Subdivision situated in the N.W. ¼ of the S.W. ¼ of Section 23, T. 1 N., R. 12 E., of the 4<sup>th</sup> P.M., Beloit Township, Rock County, Wisconsin. Further described as follows: Beginning at the Southwest corner of Lot 11, aforesaid; thence North 0°00' East 120.03 feet to the Northwest corner of said Lot 11; thence South 89°18' East 167.0 feet to the Northeast corner of said Lot 10; thence South 0°00' West 120.03 feet to the Southeast corner of said Lot 10; thence North 89°18' West 167.0 feet to the place of beginning. Containing 20,042 square feet, more or less (a/k/a 1035 Udell Drive & 1041 Udell Drive).

**WHEREAS**, the Planning and Building Services Division has investigated the petition and certified to the City Council that it was signed by all of the owners of all the real property in the territory to be annexed, is properly described in the petition and shown on the scale map attached thereto, is contiguous to the City of Beloit, and is unincorporated;

**NOW, THEREFORE, BE IT RESOLVED THAT**, the City Council of the City of Beloit, Wisconsin, determines that the petition for annexation of the above-described territory is a sufficient and legal petition conforming with the requirements of Section 66.0217(2) of the Wisconsin Statutes; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED THAT**, the petition be accepted; and that the City Clerk is directed to notify the clerk of the Town of Beloit of the resolution of acceptance, in accordance with Section 66.0217 of the Wisconsin Statutes.

Adopted this 3<sup>rd</sup> day of December, 2012.

**BELOIT CITY COUNCIL**

\_\_\_\_\_  
Charles Haynes, Council President

ATTEST:

\_\_\_\_\_  
Rebecca S. Houseman, City Clerk

**PETITION FOR ANNEXATION AND/OR ATTACHMENT  
TO THE CITY OF БЕЛОИТ**

Address of Property: 1041 Udell Dr. / 1035 Udell Dr. Beloit, WI 53511

Property is located in (circle one):  Town of Turtle  Town of Beloit

If applicable, please circle the Town of Turtle island in which the property is located:

Lindale Place  Turtle Ridge  Sherwood Drive  N/A

If this property is located within the Town of Turtle, is it located within the **Boundary Adjustment Area** as outlined in the *Cooperative Boundary Agreement between the City of Beloit and Town of Turtle*? (If you are not sure, please leave blank for Planning staff to answer.)  **YES**  **NO**

The current population or territory to be annexed and/or attached is 4 persons.

We the undersigned, constituting all of the owners of the real property in Rock County, Wisconsin, lying contiguous to the City of Beloit, or lying in a town island, respectfully petition the City Council of the City of Beloit to annex the territory described and shown on the attached scale map to the City of Beloit, Rock County, Wisconsin. (Plat of Annexation or Attachment must include a legal description of the subject property.)

We the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexation, incorporation or consolidation proceedings, if any.

We further respectfully request that this property be zoned \_\_\_\_\_.

Owner/Petitioner Signature:	Print Name:	Address:	Date:
	Jana Conway	1041 Udell Dr.	11/16/12
	Richard Caple	1035 Udell Dr.	11/16/12

Personally came before me this 16<sup>th</sup> day of November, 2012, the above named,

Jana Conway and Richard B Caple to me known to be the persons who executed the foregoing instrument and acknowledged the same.



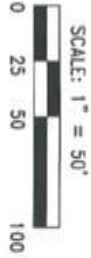
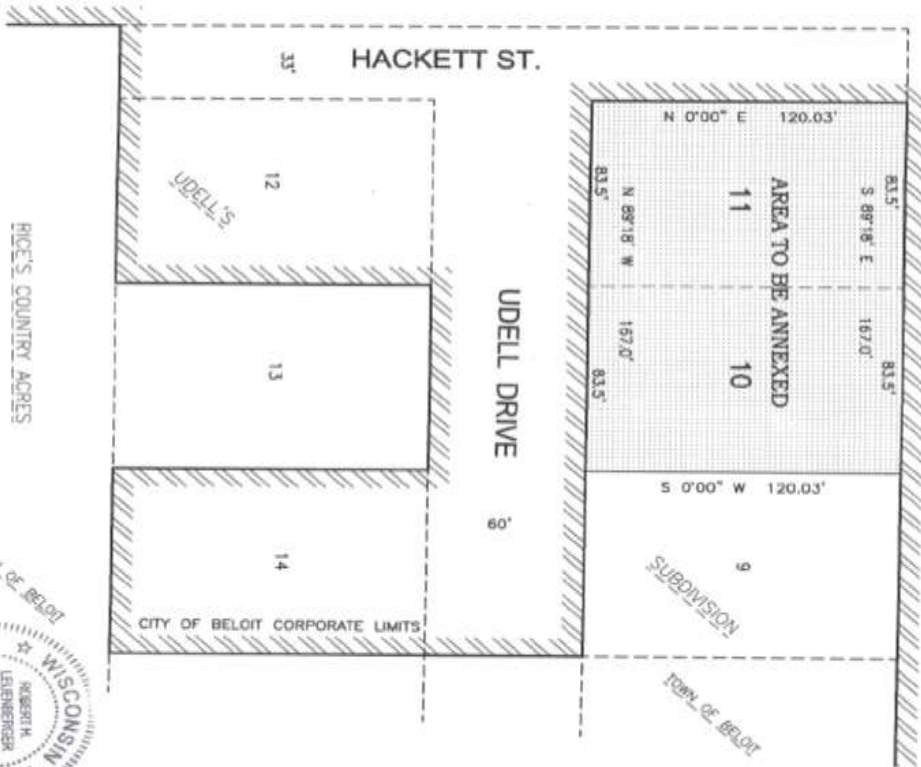
Tina Andrews  
Notary Public, Rock County, Wisconsin (SEAL)

My Commission is permanent or expires on: 6/29/2014



DIAMOND ACRES

CITY OF BELOIT CORPORATE LIMITS



01-22-10

SEE PLAT OF BELOIT

ORDER NO. 31465

JANA CONWAY

File Name: J:\31465-31465\31465.DWG

**PLAT SHOWING TERRITORY ANNEXED TO THE CITY OF BELOIT**

LOTS 10 AND 11 OF UDELL'S SUBDIVISION SITUATED IN THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 23, T. 1 N., R. 12 E., OF THE 4TH P.M., BELOIT TOWNSHIP, ROCK COUNTY, WISCONSIN

**FURTHER DESCRIBED AS FOLLOWS:**

Beginning at the Southwest corner of Lot 11, thence North 0°00' East 120.03 feet to the Northwest corner of said Lot 11; thence South 89°18' East 167.0 feet to the Northeast corner of said Lot 10; thence South 0°00' West 120.03 feet to the Southwest corner of said Lot 10; thence North 89°18' West 167.0 feet to the place of beginning. Containing 20,042 square feet more or less.

STATE OF WISCONSIN }  
COUNTY OF ROCK } ss.

I, Rebecca S. Housman, Clerk of the City of Beloit, Rock County, Wisconsin, do hereby certify that the above described parcel of real estate has by ordinance duly adopted by the City of Beloit, Rock County, Wisconsin, been annexed from the Town of Beloit, Rock County, Wisconsin, to the City of Beloit, Rock County, Wisconsin. That the plat hereon drawn is a correct representation of the annexation of said territory.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the City of Beloit, Rock County, Wisconsin,  
this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2012.



STATE OF WISCONSIN } ss.  
COUNTY OF ROCK }  
I HEREBY CERTIFY THAT THE PLAT OF ANNEXATION AS DESCRIBED ABOVE AND HEREON DRAWN CORRECTLY REPRESENTS SAID TERRITORY AS DESCRIBED ABOVE AND SAID PLAT IS TRUE AND CORRECT.  
DATED THIS 12TH DAY OF NOVEMBER, 2012.  
*Robert Leubnerger*  
Robert Leubnerger PLS 1244

**Batterman**  
engineers surveyors planners  
2807 Baraboo Drive Beloit, Wisconsin 53511  
608.360.4464 www.batterman.com



**RESOLUTION APPROVING TEMPORARY CLASS "B"/"CLASS B" RETAILER'S  
LICENSE FOR VISIT BELOIT**

**WHEREAS**, Visit Beloit has applied for a Temporary Class "B"/"Class B" Retailer's License to allow them to possess, serve and sell beer and wine on December 7, 2012, at 500 Public Avenue; and

**WHEREAS**, according to State Statute 125.68(3), City Council action is necessary to approve this application because of proximity to church and school; and

**WHEREAS**, the Beloit City Council and the City of Beloit are supportive of Visit Beloit.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the City Council of the City of Beloit approves the application for the temporary license.

Dated this 3rd day of December 2012.

\_\_\_\_\_  
Charles M. Haynes, Council President

Attest:

\_\_\_\_\_  
Rebecca S. Houseman, City Clerk

# APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10

Application Date: 10-31-12

Town  Village  City of Beloit County of Rock

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning \_\_\_\_\_ and ending \_\_\_\_\_ and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box)  Bona fide Club  Church  Lodge/Society  Veteran's Organization  Fair Association

(a) Name Visit Beloit

(b) Address 500 Public Ave  
(Street)  Town  Village  City

(c) Date organized \_\_\_\_\_

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Brenda Gould 2700 Cranston Rd. Beloit, WI 53511

Vice President Matt Basen 2301 Skyline Dr. Beloit, WI 53511

Secretary Nancy Heidt 400 Broad St. Beloit, WI 53511

Treasurer \_\_\_\_\_

(g) Name and address of manager or person in charge of affair: Tara Dunn, 500 Public Ave Beloit, WI 53511

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number 500 Public

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? part of building

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: entire first floor

3. NAME OF EVENT

(a) List name of the event Holiday

(b) Dates of event December 7, 2012

### DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Brenda Gould  
(Signature/date)

(Name of Organization)  
Officer Nancy K. Heidt  
(Signature/date)

Officer Matt Basen 11/1/12  
(Signature/date)

Officer \_\_\_\_\_  
(Signature/date)

Date Filed with Clerk 11-1-12

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

Dec 3  
To Council - November 19, 2012  
11-1-12

Operators to PD

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND VARIOUS SECTIONS OF 17.06 OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF БЕЛОIT PERTAINING TO THE REGULATION OF SOLID WASTE.**

The City Council of the City of Beloit, Rock County, Wisconsin, do ordain as follows:

Section 1. Section 17.06(2) of the Code of General Ordinances of the City of Beloit is hereby amended to include, in alphabetical order, the following additions and deletions to chapter definitions:

*"Bulky Materials.* Solid waste items which are too large to fit into a proper solid waste container. "Bulky materials" include, but are not limited to, glass mirrors, china hutches and buffets, counter-tops, cabinets, pool tables, game tables, work benches, couches, hide-a-beds, love seats, chairs, dressers, chests of drawers, toilets, cribs, doors, window frames, door frames, pianos, organs, liquor cabinets, desks, pinball machines, mattresses, box springs, ~~console televisions, televisions with 35-inch screen or more,~~ entertainment centers, dog houses, wood fencing, and windows, ~~and rugs, carpeting or carpet padding which is more than 4 feet wide and not rolled up and tied or taped."~~

*"Early Collection Fee.* A fee charged for the collection of solid waste that is placed curbside or streetside for collection before 1:00 p.m. of the day preceding the day of collection. ~~24 hours or more before it is scheduled for collection by the City.~~ An "early collection fee" is also a fee charged for collection of solid waste that is not maintained in an orderly fashion when placed at curbside or streetside for collection in violation of subsection (14)(g) of this section. The "early collection fee" is in addition to any other applicable solid waste fee."

*"Electronic Device.* A device that requires electric current or electromagnetic fields to function and that contains a circuit board."

*"Electronic Waste. ("E-waste")* Any unwanted electronic device including, computers, printers, multi-function copier/scanner/fax machines, video display devices (televisions, computer monitors, laptop computers), computer peripherals (keyboard, mice, webcams, speakers, external CD/DVD drives, flash drives, etc), fax machines, video cassette recorders (VCRs), digital video players/recorders, phones with video displays."

*"High Volume Fee.* A fee charged by the City for collection of residential solid waste consisting of ~~644~~ or more individual items of solid waste and/or solid waste containers which are placed for collection."

Section 2. Section 17.06(7)(h) of the Code of General Ordinances of the City of Beloit is hereby repealed.

~~(h) Rugs, carpets and carpet padding shall be cut into pieces not more than 4 feet wide and shall be rolled up and tied or taped when placed at curbside for collection.~~

Section 3. Section 17.06(9)(i) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“(i) White goods, bulky materials, solid waste items subject to a high volume collection fee and yard waste may be placed at curbside or streetside for collection. In the alternative, the owner of recyclable solid waste materials may bring the recyclable solid waste to the recycling drop-off center. If solid waste materials are placed at curbside or streetside before 1:00 p.m. of the day preceding the day of collection~~more than 24 hours before the next regular pickup~~, the City may dispatch a truck for collection. The owner of the dwelling unit shall be billed an early collection fee in addition to any other applicable solid waste fee. The high volume fee, the early collection fee and the fees for removal of bulky materials, white goods and yard waste shall be determined by City Council resolution. If the owner of the premises defaults in payment of any solid waste fee, the fee shall be imposed as a special charge against the real property pursuant to §66.0627, Wis. Stats. If the special charge is not paid within the time specified in the notice to the landowner, the delinquent special charge shall be included in the current or next tax roll for collection and settlement under Ch. 74, Wis. Stats.”

Section 4. Section 17.06(9)(k) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“(k) Compostable materials may be placed for collection at curbside or streetside in nondisposable solid waste containers, disposable paper bags or biodegradable bags approved by the Public Works Director, provided that they contain less than 39 gallons or, together with the contents, weigh less than 60 pounds. ~~Compostable materials may also be brought to the City's compost contractor.~~”

Section 5. Section 17.06(10) of the Code of General Ordinances of the City of Beloit is hereby created to read as follows:

“(10) DISPOSAL OF ELECTRONIC WASTE. Electronic waste shall not be placed curbside or streetside for collection. All electronic waste shall be disposed of as directed by the Public Works Director.”

Section 6. Section 17.06(13)(k) of the Code of General Ordinances of the City of Beloit is hereby created to read as follows:

“(k) Deposit or cause to be deposited any electronic waste in violation of subsection (10).”

Section 7. Section 17.06(14)(a) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“(a) The City shall provide for the collection of all solid waste, including recyclable material, from single-family dwellings in the City of Beloit. The City may provide the collection service by contracting with another person for the entire City or portions thereof, as deemed to be in the best interests of the City. The ~~p~~Public ~~w~~Works ~~d~~Director may withhold solid waste collection services, including the collection of recyclable solid

wastes, if the City's collection crew or its equipment is unable to safely access the solid waste:

1. Because of road conditions.
2. Because of the configuration or location of the property where the solid waste is placed for collection.
3. Because of any other circumstances that may endanger the safety of the solid waste collection crew or their equipment or would unduly delay the collection of solid waste."

Section 8. Section 17.06(14)(b)1 of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

"1. The owner and the occupants shall comply with all requirements of this section, including, but not limited to, subsections (7) and (9) and shall pay the solid waste and recycling fees prescribed by city council resolutionsubsection (22)."

Section 9. Section 17.06(14)(f) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

"(f) The hauler shall not collect electronic waste, earth, sod, rocks, concrete, more than one (1) container of refuse from construction per week, motor vehicle bodies, parts, tires or any hazardous wastes."

Section 10. This ordinance shall be in force and take effect upon passage and publication.

Adopted this \_\_\_\_\_ day of December, 2012.

BELOIT CITY COUNCIL

By: \_\_\_\_\_  
Charles M. Haynes, President

ATTEST:

By: \_\_\_\_\_  
Rebecca S. Houseman, City Clerk

PUBLISHED: \_\_\_\_\_  
EFFECTIVE DATE: \_\_\_\_\_  
01-611100-5231- \_\_\_\_\_

# CITY OF БЕЛОIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Amend sections of 17.06 of the Code of General Ordinances that pertain to solid waste.

**Date:** December 3, 2012

**Presenter(s):** Chris Walsh, Director of Operations

**Department(s):** Public Works/Operations

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**Overview/Background Information:**

The changes presented are for clarification of current actions in Solid Waste and conformity to Wisconsin State Law on E Waste.

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**Key Issues (maximum of 5):**

1. The amended ordinance addresses: 2009 Wisconsin Act 50 which amended Wisconsin State Statute Chapter 287 banning disposal of electronic devices as solid waste.
2. Residents and staff requested a "specific" time for what determined an "early collection" this is addressed in the definition of Early Collection Fee.
3. The City no longer has a specific contractor for residential yard waste and composting, deleted language in Section 4.
4. Bulky Materials definition was amended for E waste and exempting constriction of rugs and carpeting size.

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

1. **As an eco-friendly municipality, focus on the sustainable stewardship of City resources, services and infrastructure; to protect both our built and natural environment and enhance the quality of life for current and future generations.**
  - This amendment to the solid waste ordinance supports and focuses on sustainable stewardship

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**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**  
Many electronics contain valuable, reusable materials like gold, steel, silver, copper and glass. Recycling old devices reduces the need for new materials and cuts down on greenhouse gas emissions associated with manufacturing.
- **Reduce dependence on activities that harm life sustaining eco-systems**  
Electronics that are landfilled, incinerated or illegally dumped can release toxic materials such as mercury, lead and cadmium into the air, water and soil. Recycling electronics helps ensure that these materials are reused safely or disposed of properly.
- **Meet the hierarchy of present and future human needs fairly and efficiently**  
E-cycling is an important part of product stewardship. By recycling our old electronics, we share responsibility for the products we buy and use from the beginning to the end of their useful lives.

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**Action required/Recommendation:**

Support and pass the amended solid waste ordinance 17.06.

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**Fiscal Note/Budget Impact:**

No impact.

**RESOLUTION ACCEPTING  
BRADLEY G. HEYERDAHL & NANCI L. HANSON HEYERDAHL'S  
OFFER TO PURCHASE  
LOTS 293 & 294 OF POFF'S FOURTH SUN VALLEY  
IN THE CITY OF БЕЛОIT**

The City Council of the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached offer from Bradley G. Heyerdahl & Nanci L. Hanson Heyerdahl to purchase Lots 293 & 294 of Poff's Fourth Sun Valley in the City of Beloit from the City of Beloit be, and it is hereby, accepted.

**BE IT FURTHER RESOLVED** that the City Manager of the City of Beloit be, and he is hereby, authorized to execute the offer to purchase on behalf of the City of Beloit as seller. Said offer provides for a purchase price of \$2,000.00 with Buyer also paying all closing costs.

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

Adopted this 3<sup>rd</sup> day of December, 2012.

**City Council of the City of Beloit**

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**Charles M. Haynes, President**

**Attest:**

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**Rebecca S. Houseman, City Clerk**



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Sale of vacant lots of 293 & 294 of Poff's Fourth Sun Valley

**Date:** December 3, 2012

**Presenter(s):** Julie Christensen

**Department(s):** Neighborhood Planning

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**Overview/Background Information:**

The city received a donation of land from Woodman's that is roughly bounded by Burton Street, Frederick Street, Staborn Drive, and Meridith Drive. The city has made efforts in the past to market this land to a property developer. The most recent effort failed to happen in the fall of 2010. The owners of 2001 Frederick have expressed an interest in purchasing land to expand their yard. The attached agreement calls for payment of \$2,000 by the Buyers.

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**Key Issues (maximum of 5):**

1. The western edge of the city's land has 8 vacant lots in a row. These lots are the third and fourth lots from the south.
2. By selling these lots to an established residential building, there will effectively be a buffer between private residences and whatever future development occurs in the large tract of land.
3. These lots are involved with a farming agreement of the greater city owned land mass. Transferring title of these lots to another owner will have a small effect on the farming agreement, but the farming agreement has language in place to deal with this kind of condition.

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

This sale will increase the tax base.

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**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.**

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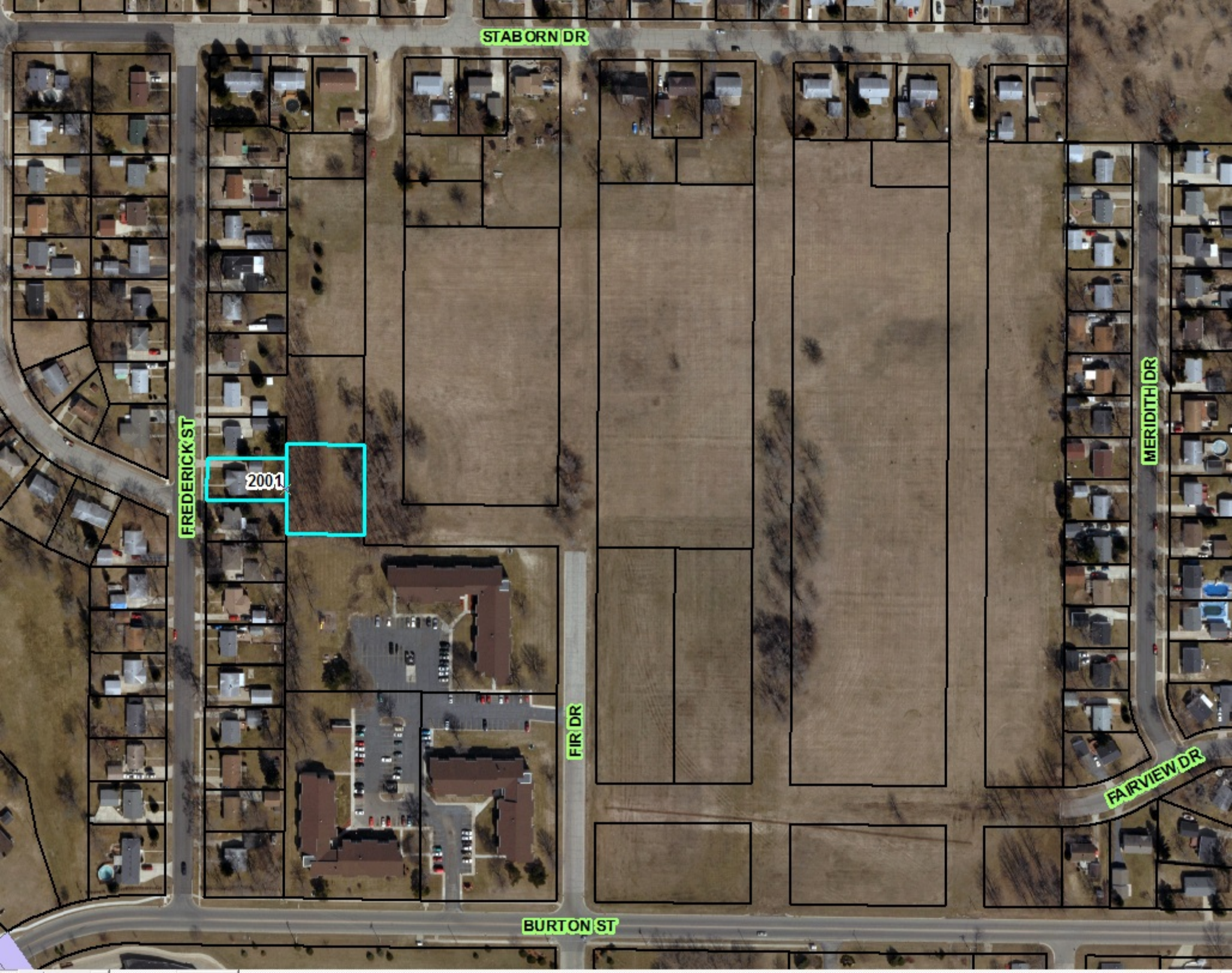
**Action required/Recommendation:**

Staff recommends that the council approves this sale.

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**Fiscal Note/Budget Impact:**

The money received from this land sale would go in the General Fund Land Sale account.



STABORN DR

FREDERICK ST

2001

FIR DR

BURTON ST

MERIDITH DR

FAIRVIEW DR

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 **BROKER DRAFTING THIS OFFER ON** 11/26/2012 **[DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) (STRIKE TWO)**

2 **[GENERAL PROVISIONS]** The Buyer, Bradley G Heyerdahl & Nanci L. Hanson

3 offers to purchase the Property known as [Street Address] Lots 293 & 294 of Poff's 4th Sun Valley, Tax Parcel # 12250070

4 in the City of Beloit, County of Rock

5 Wisconsin, (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 ■ **PURCHASE PRICE:** Two Thousand Dollars (\$ 2000.00).

7

8 ■ **EARNEST MONEY** of \$ 500.00 (Five Hundred) accompanies this Offer and earnest money of \$ 1500

9 will be paid within 7 days of acceptance.

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

11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of

12 encumbrances, all fixtures, as defined 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:

14 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:**

15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part

16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items

17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden

18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

19 ■ **ZONING:** Seller represents that the Property is zoned 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 12/20/2012. CAUTION: This Offer may be 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): City of Beloit City Attorney's Office, 4th floor City Hall

31 Seller's delivery address: 100 State St, Beloit, WI 53511

32 Buyer's recipient for delivery (optional):

33 Buyer's delivery address: 2001 Frederick St 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: ( )

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 Brabazon Title Co., Beloit, WI

44 no later than January 31, 2013 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 N/A

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) ( ) **[STRIKE AND COMPLETE AS APPLICABLE]**

50

51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**

52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

53 **[PROPERTY CONDITION PROVISIONS]**

54 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice

55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition

56 Report dated N/A, 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 N/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 shoreland zoning area under local, state or federal laws;
- 66 (f) conditions constituting a significant health or safety hazard for occupants of Property;
- 67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to  
68 gasoline and heating oil which are currently or which were previously located on the Property; *NOTE: Wis. Adm. Code, Chapter*  
69 *Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.*
- 70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation  
73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;
- 74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal  
75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
- 76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
- 77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;
- 78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited  
79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or  
80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
- 81 (o) a lack of legal vehicular access to the Property from public roads;
- 82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)
- 83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or  
84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 85 ■ **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 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property for 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 ■ **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 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.  
105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory  
106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or  
107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose  
108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of  
109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests  
110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.
- 111 ■ **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 ■ **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 percent (5%) of the selling price, Seller shall be obligated to repair  
117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall  
118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this  
119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards  
120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a  
121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.
- 122 ■ **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal  
123 shares where one or both of the properties is used and occupied for farming or grazing purposes. *CAUTION: Consider an agreement*  
124 *addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.*
- 125 ■ **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated  
126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered  
127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt  
128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving  
129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.  
130 The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).  
131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies  
132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 PROPERTY ADDRESS: Lots 293 & 294 of Polf's 4th Sun Valley, Tax Parcel # 12250070 [page 3 of 5, WB-13]

134  TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)

135 date of closing; (5) contingency deadlines  STRIKE AS APPLICABLE and all other dates and deadlines in this Offer except:

136 \_\_\_\_\_ . If "Time is of the Essence"

137 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does

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

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

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

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

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

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

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

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

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

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

148  N/A FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a \_\_\_\_\_

149  INSERT LOAN PROGRAM OR SOURCE first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this

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

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

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

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

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

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

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

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

158  FIXED RATE FINANCING: The annual rate of interest shall not exceed \_\_\_\_\_ %.

159  ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate shall

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

161 interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal and interest may be adjusted

162 to reflect interest changes.

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

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

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

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

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

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

169 APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

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

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

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

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

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

175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this

176 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall

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

178 for Seller financing.

179  ADDITIONAL PROVISIONS/CONTINGENCIES Buyer to pay all associated closing costs

180 The buyer agrees that the two lots shall be added to the buyer's existing parcel known as 2001 Frederick St, Parcel # 12141626. This can be done at the City Assessor's office at no additional cost.

181 Lot is being sold "As Is".

182 Earnest money is to be held by the City of Beloit.

183 This offer must be approved by Beloit City Council before it can be considered binding.

184 The existing winter wheat planted on the property will remain in place, left alone by buyer, and be harvested by the leasing farmer no later than 7/1/2013

185 The City of Beloit acknowledges that they have received an earnest payment of \$500.00 from the buyer

186 \_\_\_\_\_

187 \_\_\_\_\_

188  ADDENDA: The attached \_\_\_\_\_ is/are made part of this Offer.

189  TITLE EVIDENCE

190  CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other

191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and

192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use

193 restrictions and covenants, general taxes levied in the year of closing and \_\_\_\_\_

194 \_\_\_\_\_

195 \_\_\_\_\_ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title

196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 **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 **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 **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 **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 **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 **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 **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: Lots 293 & 294 of Poff's 4th Sun Valley, Tax Parcel # 12250070 [page 5 of 5, WB-13]

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: \_\_\_\_\_  
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 street, 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 11/26/12 (date by licensee and firm) Scott Schneider, City of Beloit Project Engineer

316 (X) Bradley S. Hoyerdak 11-26-12  
317 Buyer's Signature & Print Name Here: \_\_\_\_\_ Date

318 (X) Nancy L. Hanson Hoyerdak 11/26/12  
319 Buyer's Signature & Print Name Here: \_\_\_\_\_ Date

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

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

325 (X) \_\_\_\_\_  
326 Seller's Signature & Print Name Here: \_\_\_\_\_ Social Security No. or FEIN \_\_\_\_\_ Date \_\_\_\_\_

327 (X) \_\_\_\_\_  
328 Seller's Signature & Print Name Here: \_\_\_\_\_ Social Security No. or FEIN \_\_\_\_\_ Date \_\_\_\_\_

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

330 THIS OFFER IS REJECTED \_\_\_\_\_ THIS OFFER IS COUNTERED [See attached counter] \_\_\_\_\_  
331 Seller Initials & Date \_\_\_\_\_ Seller Initials & Date \_\_\_\_\_