



**AGENDA  
BELOIT CITY COUNCIL  
100 State Street, Beloit WI 53511  
City Hall Forum – 7:00 p.m.  
Monday, November 19, 2012**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
  - a. **Employee Recognition** (Arft)
4. PUBLIC HEARINGS
  - a. Public hearing and 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** (Christensen)  
First Reading, suspend the rules for a Second Reading  
Plan Commission recommendation for approval 6-0
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 Meetings of October 29, 2012, and October 30, 2012, and the Regular Meeting of November 5, 2012 (Houseman)
- b. 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 (Christensen)  
Refer to the Plan Commission
- c. Resolution approving an application for **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 (Houseman)  
ABLCC recommendation for approval 6-0
- d. Resolution authorizing **Final Payment** of Public Works Contract C12-07, Street Resurfacing (Flesch)
- e. Resolution awarding Public Works **Contract** C12-01, New HVAC for Beloit Transit (Flesch)
- f. Resolution authorizing **Final Payment** of Public Works Contract C12-08, Sidewalk Maintenance (Flesch)

## 7. LICENSES

- a. Resolution approving a **Class "B" Beer License** for Mexico Dominicana, LLC, located at 854 Henry Avenue (Houseman)  
ABLCC recommendation for denial 6-0

## 8. ORDINANCES

- 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 (Arft) First Reading, suspend the rules for a Second Reading (Item held over from October 1, 2012 Regular City Council Meeting)
- b. 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 (Liggett) Second Reading (Item laid over from November 5, 2012 Regular City Council Meeting)

## 9. APPOINTMENTS

## 10. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

## 11. CITY MANAGER'S PRESENTATION

- a. **Winter Storm Update**, Public Works Director of Operations Chris Walsh

## 12. REPORTS FROM BOARD AND CITY OFFICERS

- a. Resolution approving **2013 Animal Control Contract** with Dane County Humane Society and authorizing execution thereof (Jacobsen)
- b. Resolution regarding **Indemnification Agreement** for property located at 202 Shirland Avenue (Casper)

## 13. 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 14, 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.

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

**AN 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 БЕЛОIT RELATING TO RETAIL SALES/SERVICE ACCESSORY USES.**

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

**Section 1. Section 11.2.5(e)(2) of the Zoning Ordinance, Chapter 19 of the Code of General Ordinances of the City of Beloit, is hereby amended as follows:**

11.2.5 Commercial Use Categories.

(e) Retail Sales/Service.

2. Accessory Uses. Accessory uses may include **parking**, offices, storage of goods, **and** manufacture or repackaging of goods for on-site sale and **parking off-site sale, provided the manufacture or repackaging of goods for off-site sale is subordinate in area, extent, and purpose to the principal retail use.**

**Section 2. This ordinance shall take effect and be in force upon its passage and publication.**

Adopted this 19<sup>th</sup> day of November, 2012.

BELOIT CITY COUNCIL

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

ATTEST:

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

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

01-611100-5231- \_\_\_\_\_

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Ordinance Relating to Retail Sales/Service Accessory Uses

**Date:** November 19, 2012

**Presenter:** Julie Christensen

**Department:**

Community Development

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### Overview/Background Information:

City of Beloit staff has drafted an Ordinance to amend one section of the Zoning Ordinance, Chapter 19 of the Code of General Ordinances of the City of Beloit relating to the definition of Retail Sales/Service Accessory Uses.

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### Key Issues (maximum of 5):

- Retail Sales/Service Uses is a category of commercial land uses that includes four sub-categories, including Entertainment-Oriented, Personal Service-Oriented, Repair-Oriented, and Sales-Oriented. Each use category has a unique combination of zoning districts in which the use is permitted, conditional, or prohibited.
- The definition of Retail Sales/Service Uses is found in Section 11.2.5(e) of the Zoning Ordinance, and the definition of accessory uses in that category is found in Section 11.2.5(e)(2).
- Several retail business owners in the City engage in small-scale manufacturing of goods that are sold in their stores, which is legal based upon the definition of Retail Sales/Service Accessory Uses.
- However, several of these owners have requested the flexibility to expand their business by engaging in small-scale manufacturing of goods to be distributed to other retail outlets for sale off-site. The draft Ordinance, which is attached to this report, would legalize this practice. The draft Ordinance also adds parking as an accessory use, which was likely an inadvertent omission when the Ordinance was originally drafted.
- The Plan Commission reviewed this item on November 7, 2012 and voted unanimously (6-0) to recommend approval of this Zoning Text Amendment.

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### Consistency with Strategic Plan:

- Consideration of this request supports Strategic Goal #4.

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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

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### Action required/Recommendation:

- City Council consideration and 1<sup>st</sup> and 2<sup>nd</sup> readings of the proposed Ordinance

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

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

# CITY OF BELOIT

## REPORT TO THE BELOIT CITY PLAN COMMISSION

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**Meeting Date:** November 7, 2012

**Agenda Item:** 5

**File Number:** ZTA-2012-02

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

City of Beloit staff has drafted an Ordinance to amend one section of the Zoning Ordinance, Chapter 19 of the Code of General Ordinances of the City of Beloit relating to the definition of Retail Sales/Service Accessory Uses.

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### **Key Issues:**

- Retail Sales/Service Uses is a category of commercial land uses that includes four sub-categories, including Entertainment-Oriented, Personal Service-Oriented, Repair-Oriented, and Sales-Oriented. Each use category has a unique combination of zoning districts in which the use is permitted, conditional, or prohibited.
  - The definition of Retail Sales/Service Uses is found in Section 11.2.5(e) of the Zoning Ordinance, and the definition of accessory uses in that category is found in Section 11.2.5(e)(2).
  - Several retail business owners in the City engage in small-scale manufacturing of goods that are sold in their stores, which is legal based upon the definition of Retail Sales/Service Accessory Uses.
  - However, several of these owners have requested the flexibility to expand their business by engaging in small-scale manufacturing of goods to be distributed to other retail outlets for sale off-site. The draft Ordinance, which is attached to this report, would legalize this practice. The draft Ordinance also adds parking as an accessory use, which was likely an inadvertent omission when the Ordinance was originally drafted.
  - The proposed Ordinance is being considered in accordance with the Zoning Text Amendment procedures contained in the Zoning Ordinance.
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### **Consistency with Strategic Plan:**

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

### **Staff Recommendation:**

The Planning & Building Services Division recommends **approval** of the attached 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 Sales/Service Accessory Uses.

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

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**Attachments:** Public Notice and Proposed Ordinance



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)

## **NOTICE TO THE PUBLIC**

*Equal Opportunity Employer*

October 23, 2012

To Whom It May Concern:

The Beloit City Council is considering an 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 the definition of Retail Sales/Service Accessory Uses.

Several retail business owners in the City engage in small-scale manufacturing of goods that are sold in their stores, which is legal based upon the definition of Retail Sales/Service Accessory Uses. The proposed Ordinance would give business owners the flexibility to expand their business by engaging in small-scale manufacturing of goods to be distributed to other retail outlets for sale off-site. The proposed Ordinance also adds parking as an accessory use, which was likely an inadvertent omission when the Ordinance was originally drafted.

The following public hearings will be held regarding this proposed Ordinance:

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

**City Council:** Monday, November 19, 2012, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

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

**We are interested in your opinion.**

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

*For additional information, please contact Drew Pennington in the Planning & Building Services Division at (608) 364-6711 or [penningtond@ci.beloit.wi.us](mailto:penningtond@ci.beloit.wi.us). Comments will be accepted via telephone, email, and U.S. Mail.*



## PROCEEDINGS OF THE BELOIT CITY COUNCIL

### Special Meeting

October 29, 2012

5:30 p.m.

Presiding: Charles Haynes  
Present: Sheila De Forest, Chuck Kincaid, Kevin D. Leavy (arrived at 6:32 p.m.), David F. Luebke, and Mark Spreitzer  
Absent: James E. Van De Bogart

1. President Haynes called the meeting to order at 5:33 p.m. in the Forum on the first floor of City Hall.
2. Fire Chief Brad Liggett provided a report and discussion of proposal to expand **Fire Department user fees** effective January 1, 2013. Chief Liggett said that the department is currently charging many of these fees but that they do not have a good way to collect them. He said that the expanded fees include charging for pipeline incidents, helicopter stand-by fees, community events, and possibly vehicle fires. Chief Liggett introduced Brandon Shallcross from Fire Recovery to discuss the process by which the company would bill and collect fees. He indicated that the only cost to the City would be 20 percent of the fees collected by Fire Recovery. Chief Liggett said that he will provide some additional information about fees collected in the past and the demographics of the individuals who are paying the fees. He said that an ordinance amendment allowing the fire department to charge these fees will be on the regular City Council meeting agenda for first and second reading on November 5, 2012. File 8169
3. City Manager Larry Arft led a discussion of a proposed ordinance to amend Section 1.04 of the Code of General Ordinances of the City of Beloit relating to **residency requirements** of certain city employees. Mr. Arft explained that there are two groups outlined in this ordinance: the department directors, who will be required to live in the City regardless of hardship; and the office worker division directors, who will be eligible for a waiver if they can prove a hardship. He said that the waiver would be at the sole discretion of the City Manager and reviewed annually. Mr. Arft said that he would inform the Council if or when he issues a waiver. Councilor De Forest said that she would like to see more specific waiver language. She said that because taxpayers are paying employees' salaries, they expect them to be contributing members of society. Councilor Leavy said that he would like to see the Human Resources department be involved in granting the waiver to ensure fairness. He also said that if the office workers do not need to live in the City, then maybe they should be altogether removed from the residency requirement. Councilor Kincaid said that the City should be looking for the most qualified candidates regardless of residency. Councilor Luebke said that he would love to see every employee living in the City but that he also understands it is not possible with dual income households and the mobile society. Councilor Spreitzer wanted clarification on the requirement that someone with a waiver would have to move into the City if or when that employee moved. He said that there could be a case where the hardship would not change just because the employee moved. Mr. Arft said that he would look at the language again taking that situation into account and that the ordinance amendment would likely be on the November 19, 2012 regular City Council meeting agenda for review and action. File 6543
4. Councilor Luebke made a motion to adjourn into closed session pursuant to Wis. State 19.85(1)(e) to hear a presentation and discuss issues relative to **real estate negotiations**. Councilor Spreitzer seconded. The motion carried, and the Council went into closed session at 7:17 p.m.
5. Councilor Leavy made a motion to adjourn the meeting, and Councilor De Forest seconded. The motion carried, and the meeting adjourned at 8:13 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**

**October 30, 2012**

**6:30 p.m.**

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

1. President Haynes called the meeting to order at 6:31 p.m. in the City Manager's Conference Room on the fourth floor of City Hall, 100 State Street, Beloit, WI 53511.
2. Councilor Leavy made a motion to adjourn into closed session pursuant to Wis. State 19.85(1)(e) for the purpose of consideration of negotiations with the Town of Turtle regarding **boundary agreements** and the bargaining thereof. Councilor Luebke seconded. The motion carried, and the Council adjourned into closed session at 6:31 p.m.
3. Councilor Luebke made a motion to adjourn the meeting, and Councilor Leavy seconded. The motion carried, and the meeting adjourned at 8:36 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 5, 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 7:07 p.m. in the Forum at Beloit City Hall.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS – none
4. PUBLIC HEARINGS – none
5. CITIZENS' PARTICIPATION
  - Mike Zoril, 1756 Carlyle Road, spoke in opposition of the proposed fees for fire department services. He said that property taxes should be paying for police and fire protection services, and he cited several communities who have dropped similar fee proposals.
  - Kim Mork, 1822 Sun Valley Drive, spoke in opposition of the proposed fees for fire department services. She said it would amount to a double tax for those already paying property taxes.

6. CONSENT AGENDA

Councilor Luebke made a motion to adopt the Consent Agenda, which consists of items 6.a. through 6.c. Councilor Leavy 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 and Regular Meetings of October 15, 2012, and the Special Meeting of October 16, 2012 were approved.
- b. The resolution approving an amendment of the **Agreement** between the City of Beloit and VantageCare Retirement Health Savings (RHS) Plan was adopted. File 8173
- c. The application for **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 referred to the ABLCC. File 8542

7. ORDINANCES

- a. 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 relates to the **Fees** for Fire Department Services. In 2012 and 2013, he said that he was encouraged by the City Council to find different streams of revenue for the Fire Department to bring the department back to 2011 staffing levels. He indicated that the City already charges for several of these incidents and that billing is managed through the Risk Manager's office. He said that the proposed ordinance adds fees for pipeline breaks, car fires for non-residents, and fire investigations and changes the manner in which these incidents are billed. He said that staff will create a request for qualifications to determine an appropriate third-party vendor with experience in collecting these fees. Councilor Leavy made a motion to suspend the rules for a second reading, and Councilor Kincaid seconded. Councilor Leavy asked if this is a time-sensitive issue, and City Manager Larry Arft said that staff tried to coordinate this ordinance with the fee resolution later on the agenda but that the ordinance could be laid over. The motion to suspend the rules failed 2-5 with Councilors Luebke and Haynes voting in favor. Councilor De Forest said she is concerned about putting the burden of additional

paperwork on firefighters and about how fault is determined for incidents where people do not have insurance. Chief Liggett responded that there will be a learning curve but that this ordinance will not overly burden staff with paperwork. He said that staff would develop a policy to determine fault. Manager Arft said that this ordinance represents an opportunity for the Fire Department to recoup some of their costs associated with car or trailer fires along the interstate that would likely impact non-residents and to change the manner in which these incidents are billed. Councilor Leavy made a motion to lay the item over until the November 19, 2012 regular City Council meeting, and Councilor Spreitzer seconded. Councilor De Forest made a motion to amend the ordinance to eliminate the fees for fire investigation services. Councilor Spreitzer seconded, and the motion to amend the ordinance carried 7-0. The motion to lay the ordinance over carried 7-0. File 8169

8. APPOINTMENTS – none

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor Van De Bogart said that he attended the Wisconsin League of Municipalities fall meeting with President Haynes and City Manager Arft and attended the UW-Rock County Dean's Community Council meeting in Janesville on October 23<sup>rd</sup>.
- Councilor Spreitzer said that November 6<sup>th</sup> is Election Day and reminded the public to vote.
- Councilor De Forest congratulated Frito-Lay for earning a Clean Air Excellence award from the Environmental Protection Agency.
- Councilor Luebke encouraged people to vote on Election Day.
- Councilor Kincaid offered rides to polling places.

10. CITY MANAGER'S PRESENTATION

11. REPORTS FROM BOARD AND CITY OFFICERS

- a. Community Development Director Julie Christensen presented a **resolution approving 2013 Community Development Block Grant (CDBG) Proposed Budget and Annual Action Plan**. It was noted that the Community Development Authority recommendation for approval 4-0. Councilor De Forest recused herself from voting and left the Forum. Councilor Van De Bogart made a motion to adopt the resolution, and Councilor Luebke seconded. The motion carried 6-0-1. Councilor De Forest returned to the Forum. File 8570
- b. Ms. Christensen presented a **resolution approving 2013 HOME Investment Partnership (HOME) Budget**. It was noted that the Community Development Authority recommendation for approval 4-0. City's dollars be used to fund the City's revolving loan funds and CHODO dollars. Councilor Spreitzer made a motion to adopt the resolution, and Councilor De Forest seconded. The motion carried 7-0. File 8570
- c. Downtown Beloit Association Executive Director Shauna El-Amin presented a resolution approving the **2013 Business Improvement District Plan and Budget**. Ms. El-Amin said that the DBA Board and staff are focusing on connecting with businesses in the downtown to see what they need from the DBA. She said that the goal in 2013 is to refresh each event and add sponsors to reduce the financial burden of participation on the downtown businesses and that the BID rate will not change. Councilor Van De Bogart made a motion to adopt the resolution, and Councilor De Forest seconded. Councilor De Forest said that businesses have expressed excitement about the shift in fees to event sponsors. Councilor Van De Bogart complimented the DBA's work on the Halloween parade. The motion carried 7-0. File 8479
- d. Finance and Administrative Services Director Paul York presented a resolution authorizing changes to the **2013 Schedule of Fees, Charges, and Rates** for the City of Beloit, Wisconsin. The resolution includes the increases in fire department service fees, new fees in parks, recreation, the golf course, and the cemeteries. Councilor Leavy made a motion to adopt the resolution, and Councilor Luebke seconded. Councilor De Forest made a motion to amend the resolution to remove paragraph (e) regarding the fire department service fees. Councilor Spreitzer seconded, and the amendment carried 7-0. The motion to adopt the amended resolution carried 7-0. File 8570
- e. Mr. York presented a resolution approving the **Operating Budgets, Appropriating Funds and Levying Property Taxes necessary for the Operation and Administration of the City of Beloit for the Year 2013** including the 2013 Capital Improvement Budget, the Beloit Public Library Budget; and further authorizing the City Treasurer to spread the City Property Tax along

with the apportionments certified for other Jurisdictions upon the current tax roll of the City. It was noted that the entire budget is available for review at [www.ci.beloit.wi.us](http://www.ci.beloit.wi.us). Mr. York discussed the small changes to the 2013 budget since the last time he presented the budget. Councilor Luebke made a motion to adopt the resolution, and Councilor Van De Bogart seconded. Councilor De Forest expressed concern that returning the fire department back to the 2011 staffing levels was not a priority of the rest of the Council and said that she could not support this budget. Councilor Van De Bogart asked if this budget meets the expenditure restraint limits for 2014, and Mr. York said that it does. Councilor Van De Bogart asked if the City's fund balance will still be sufficient, and Mr. York said that it will be well within the limits of the City's ordinance and that the City will be able to borrow funds as needed without penalty. The motion to adopt the resolution carried 6-1, with Councilor De Forest voting in opposition. File 8570

12. At 8:16 p.m., Councilor Van De Bogart made a motion to adjourn the meeting, and Councilor Spreitzer seconded. The motion carried.

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Rebecca S. Houseman, City Clerk

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

Date approved by Council:



# 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 – Council Referral to the Plan Commission

**Date:** November 19, 2012

**Presenter(s):** Julie Christensen

**Department:** Community Development

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### Overview/Background Information:

Associated Bank has filed an application for a Conditional Use Permit to allow a drive-in use in a C-3, Community Commercial District, for the property located at 600 Henry Avenue.

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### Key Issues (maximum of 5):

- The applicant has submitted site and architectural plans related to the construction of a bank with three drive-through lanes.
- The Plan Commission recently approved a Certified Survey Map to create a buildable lot to accommodate the proposed bank.
- As shown on the site plan, the site is accessible using the driveway to the east side of the lot on the neighboring property.
- Bank teller lanes require a minimum of four stacking spaces and Automated teller machine lanes require a minimum of three stacking spaces. A total of eleven stacking spaces have been provided, which meets the stacking requirement.
- Drive-in uses are a conditional use within the C-3 district and must be reviewed and considered by the Plan Commission and City Council before they are established.

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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 – N/A
- Meet the hierarchy of present and future human needs fairly and efficiently – N/A

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### Action required/Recommendation:

- Referral to the Plan Commission for the November 20, 2012 meeting.
- This item will most likely return to the City Council for a public hearing and possible action on December 3, 2012

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

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**Attachments:** Location and Zoning Map, Application

# 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





2857 BURNS DRIVE  
DUBLIN, VIRGINIA 22021  
951.358.4888  
WWW.BATTERMAN.COM

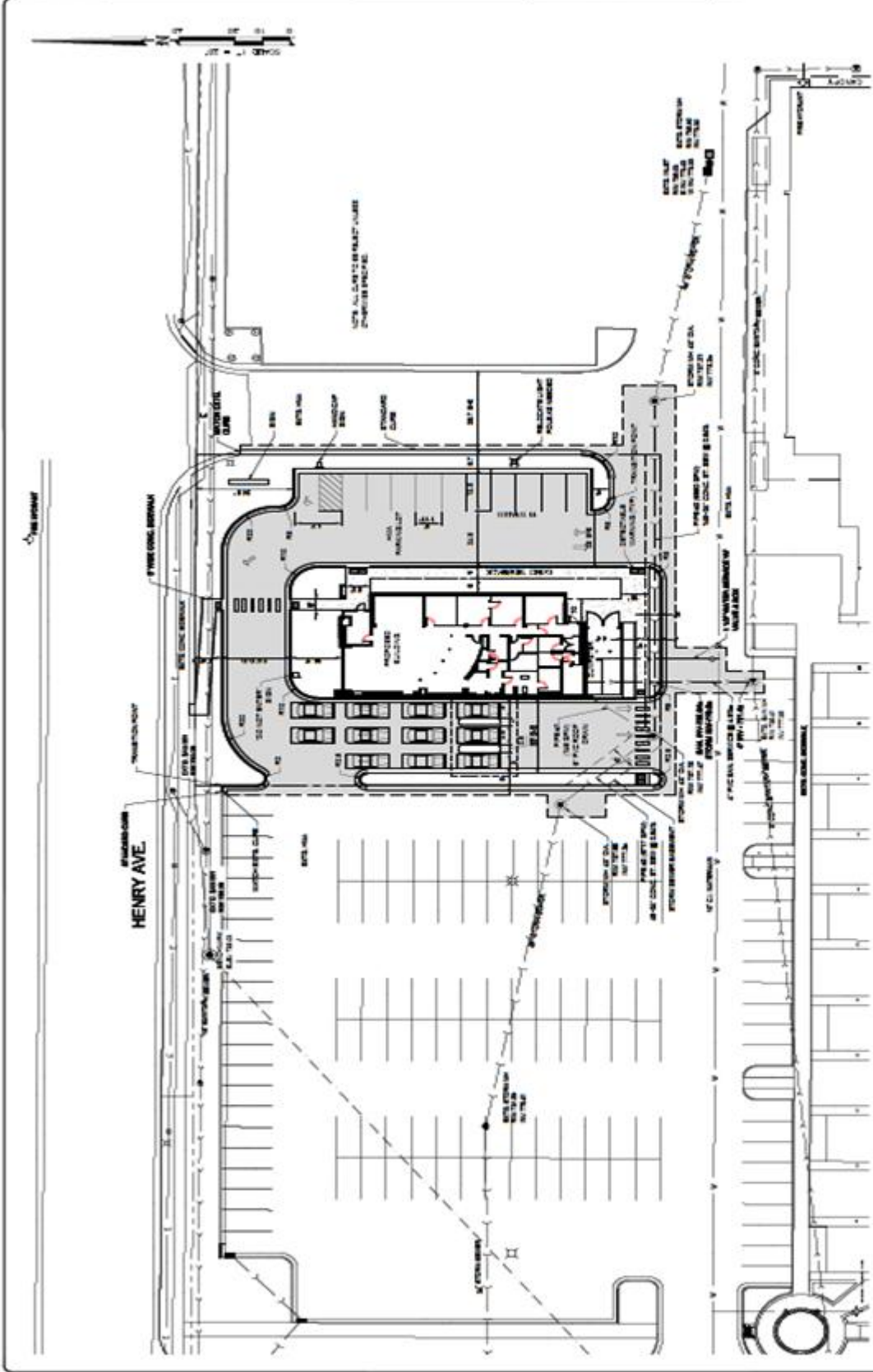
**Batterman**  
engineers surveyors planners

DATE	DESCRIPTION
12/15/11	ISSUED FOR PERMITS
08/15/11	ISSUED FOR PERMITS
07/15/11	ISSUED FOR PERMITS
06/15/11	ISSUED FOR PERMITS
05/15/11	ISSUED FOR PERMITS

LAYOUT & UTILITY PLAN

ASSOCIATED BANK  
600 HENRY AVENUE  
DUBLIN, VIRGINIA 22021

DATE: 12/15/11  
PAGE: 7 OF 9



<p><b>PARKING INFORMATION</b></p> <p>STALLS REQUIRED: 17 STALLS INCLUDING 1 HANDICAP STALLS PROVIDED: 11 STALLS INCLUDING 1 HANDICAP 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 LANE 1 CAR IN ATU LANE PROPOSED CAR STACKING: 4 CARS IN TELLER LANE, 3 CARS IN ATU LANE</p>	<p><b>SITE DETAILS</b></p> <p>TOTAL EXISTING IMPERVIOUS: 22,403 SF TOTAL PROPOSED IMPERVIOUS: 18,811 SF</p>
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# EXTERIOR VIEW



RINKA/CHUNG ARCHITECTURE INC

**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) 362-8981

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 #) (E-mail 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

\_\_\_\_\_ 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: \_\_\_\_\_



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. P. Beard (Print name) 1/10/15/12 (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: \$275.00 Amount paid: \$275.00 Meeting date: 11/20/2012  
 No. of notices: \_\_\_\_\_ x mailing cost (\$0.50) = cost of mailing notices: \$ \_\_\_\_\_  
 Application accepted by: Michael D. Lofton II Date: 10/16/12

**RESOLUTION APPROVING A  
CLASS "B" BEER AND RESERVE "CLASS B" LIQUOR LICENSE**

**WHEREAS**, an application has been received 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 E Grand Avenue; and

**WHEREAS**, the Alcohol Beverage License Control Committee recommended approval for a Class "B" Beer and Reserve "Class B" Liquor License at this location.

**NOW, THEREFORE, BE IT RESOLVED** that the Class "B" Beer and Reserve "Class B" Liquor License for BMC Property Management, LLC, d/b/a Rivals Bar & Grill, located at 433 E. Grand Avenue, Michael Jero, Agent is hereby approved.

Dated this 19th day of November 2012.

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

Attest:

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



**ALCOHOL BEVERAGE LICENSE CONTROL COMMITTEE  
RECOMMENDATION**

**TO:** Beloit City Council

**FROM:** Alcohol Beverage License Control Committee

**DATE:** November 13, 2012

**SUBJECT:** BMC Property Management LLC, d/b/a Rivals Bar & Grill

The Alcohol Beverage License Control Committee recommends approval of a Class "B" Beer and Reserve "Class B" Liquor License located at 443 East Grand Avenue, Michael Jero, Agent.

Recommendation for approval carried 6-0.

Rebecca Houseman  
City Clerk

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1 20 12 ;  
ending June 30 20 13

TO THE GOVERNING BODY of the:  Town of } Beloit  
 Village of }  
 City of }

County of \_\_\_\_\_ Aldermanic Dist. No. \_\_\_\_\_ (if required by ordinance)

1. The named  INDIVIDUAL  PARTNERSHIP  LIMITED LIABILITY COMPANY  
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): BMC Property Management LLC d/b/a/ Rivals Bar & Grill c/o Brad McCaslin

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member <u>Member</u>	<u>Brad McCaslin</u>	<u>15515 Walnut Ln. S.</u>	<u>Beloit, WI 61080</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Brad McCaslin, 306 State Street, Beloit, WI 53511</u>	<u>MICHAEL JERO</u>	<u>862 PETUNIA LN BELoit WI</u>
Directors/Managers			

3. Trade Name Rivals Bar & Grill Business Phone Number 608-322-2493  
4. Address of Premises 443 East Grand Avenue Post Office & Zip Code Beloit, WI 53511

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No  
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No  
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No  
8. (a) Corporate/limited liability company applicants only: Insert state Wisconsin and date 6/5/2012 of registration.  
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No  
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No  
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 443 East Grand Avenue Diningroom, Kitchen, store room

10. Legal description (omit if street address is given above): \_\_\_\_\_  
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No  
(b) If yes, under what name was license issued? Denalis  
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]  Yes  No  
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776]  Yes  No  
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

### SUBSCRIBED AND SWORN TO BEFORE ME

this 25 day of October, 20 12

Brandon D Beavers Jackson  
(Clerk/Notary Public)

My commission expires June 29, 2014

[Signature]  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

### TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>10-26-12</u>	Date reported to council board	Date license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer(s)/members/managers of Rivals Bar & Grill LLC  
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as  
Rivals Bar & Grill  
(trade name)

located at 443 East Grand Avenue, Beloit, WI 53511

appoints Michael Jero  
(name of appointed agent)  
862 Petunia Lane, Beloit, WI 53511  
(home address of appointed agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 56 years

Place of residence last year 862 Petunia Lane, Beloit, WI 53511

X For: BMC PROPERTY MANAGEMENT  
(name of corporation/organization/limited liability company)  
X By: [Signature]  
(signature of Officer/Member/Manager)  
And: \_\_\_\_\_  
(signature of Officer/Member/Manager)

**ACCEPTANCE BY AGENT**

I, Michael Jero, hereby accept this appointment as agent for the  
(print/type agent's name)  
corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] Agent's age \_\_\_\_\_  
(signature of agent) (date)  
862 Petunia Lane, Beloit, WI 53511 Date of birth \_\_\_\_\_  
(home address of agent)

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

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

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

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) McCaslin		(first name) Brad	(middle name) Steven	
Home Address (street/route) 15515 Walnut Lane		Post Office	City South Beloit	State IL
Home Phone Number 608-322-2493		Age	Date of Birth	Zip Code 61080
Place of Birth Rockford, IL				

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Member President of BMC Property Management, LLC  
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? N/A
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)  
underage drinking 1998
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
If yes, describe status of charges pending. official misconduct, Winnebago County, IL case # 11CF1137
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
If yes, identify. \_\_\_\_\_  
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name <u>Brand Construction</u>	Employer's Address <u>306 State St., Beloit, WI 53511</u>	Employed From <u>2010</u>	To <u>Present</u>
Employer's Name <u>City of South Beloit</u>	Employer's Address <u>519 Blackhawk Blvd., S. Beloit, IL 60180</u>	Employed From <u>June 2002</u>	To <u>March 2012</u>

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

Subscribed and sworn to before me

this 25 day of October, 2012

Branden D. Beavers-Jackson  
(Clerk/Notary Public)

[Signature]  
(Signature of Named Individual)

My commission expires June 29, 2014

**Branden D. Beavers-Jackson**  
**Notary Public**  
**State of Wisconsin**



Printed on Recycled Paper

Wisconsin Department of Revenue

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>JERO</u>		(first name) <u>MICHAEL</u>		(middle name) <u>DENNIS</u>	
Home Address (street/route) <u>862 PETUNIA LN</u>		Post Office <u>BELWIT</u>	City <u>BELWIT</u>	State <u>WI</u>	Zip Code <u>53511</u>
Home Phone Number <u>608 365 1209</u>		Age	Date of Birth	Place of Birth <u>BELWIT</u>	

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Agent of BMC Property Management, LLC  
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
- which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 56 YEARS
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name <u>WOODWARD BOVENEA</u>	Employer's Address <u>5001 N. 2ND LOVE PARK</u>	Employed From <u>1994</u>	To <u>PRESENT</u>
Employer's Name <u>STELLA SCHESE</u>	Employer's Address <u>BELWIT WI</u>	Employed From <u>1974</u>	To <u>1994</u>

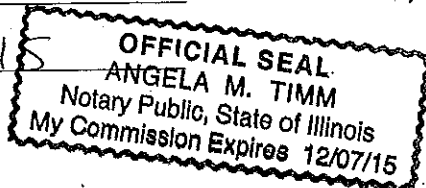
The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that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

Subscribed and sworn to before me

this 26 day of Oct, 2012  
Angela M. Timm  
(Clerk/Notary Public)

Michael Jero  
(Signature of Named Individual)

My commission expires 12-7-15



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Wisconsin Department of Revenue

**RESOLUTION  
AUTHORIZING FINAL PAYMENT OF  
PUBLIC WORKS CONTRACT C12-07  
STREET RESURFACING**

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

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

**IT IS RESOLVED**, that Rock Road Companies, Inc. be paid \$26,568.19 as the final payment for Contract C12-07, Street Resurfacing, as recommended by the City Engineer.

Dated at Beloit, Wisconsin this 19th day of November, 2012.

City Council of the City of Beloit

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

ATTEST:

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



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Award Final Pay for C12-07, Street Resurfacing

**Date:** November 19, 2012

**Presenter(s)** Michael Flesch, City Engineer

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

---

**Overview/Background Information:**

Rock Road Companies Inc. has completed construction of project C12-07 Street Resurfacing, and has submitted all of the required paperwork and bonds. Final payment now needs to be issued.

---

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

1. Rock Road Companies Inc. was the low bidder for this project, and they have completed construction to the satisfaction of Engineering.
2. The contractor is due \$26,568.19 for the completion of the project.

---

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

---

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

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

---

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

**Action required/Recommendation:**

The Engineering Division recommends approval of the final payment to Rock Road Companies Inc. for \$26,568.19

---

**Fiscal Note/Budget Impact:**

Funds are available in the 2012 CIP budget.

**CITY OF BELOIT**  
**DEPARTMENTAL CORRESPONDENCE**

---

**TO:** Michael Flesch, City Engineer

**FROM:** Bill Frisbee, Storm Water Engineer

**DATE:** October 19, 2012

**SUBJECT:** Final Payment Contract C12-07  
Street Resurfacing

The work on this project was completed on August 7, 2012. I have inspected the work and find it to be satisfactory and in compliance with the requirements of the contract. The contractor has asked for final payment. The project was inspected by city staff. The final payment quantities have been approved by the contractor.


The original contract amount was for \$738,643.55, and the final contract amount is \$739,560.19, which is a 0.12% increase. The increase in cost was primarily due to quantity changes. Payments to date under this contract total \$712,992.00. All lien waivers from subcontractors are on file.

Therefore, I recommend a final payment in the amount of \$26,568.19 be made to Rock Road Companies, Inc.

**CITY OF BELOIT**  
**DEPARTMENTAL CORRESPONDENCE**

---

**TO:** Bill Frisbee

**FROM:** Thomas R. Casper 

**DATE:** November 1, 2012

**SUBJECT:** Final Payment Public Works Contract C12-07  
Rock Road Companies, Inc.  
Street Resurfacing

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

/tdh  
encs.

**RESOLUTION  
AWARDING PUBLIC WORKS CONTRACT C12-01  
New HVAC for Beloit Transit**

**WHEREAS**, on November 7, 2012, two competitive bids were received, the low bid being from Tri-Cor Mechanical, LLC, and;

**WHEREAS**, Tri-Cor Mechanical, LLC is a qualified bidder, therefore;

**IT IS RESOLVED**, that Contract C12-01, New HVAC for Beloit Transit, be, and hereby is, awarded to Tri-Cor Mechanical, LLC, Janesville, WI, in the following amounts:

Tri-Cor Mechanical, LLC  
1522 W. Knilans Road  
Janesville, WI 53546

Base Bid and Alternates 1 and 2	\$ 65,375.00
Allowance for Change Orders and/or Extra Work	<u>\$ 9,625.00</u>
<b>TOTAL PROJECT COST</b>	<b>\$ 75,000.00</b>

**AND IT IS FURTHER RESOLVED**, that the amount of \$75,000.00, be, and hereby is, funded as follows:

<b>P2511263-5533-2011 EQUIP-OTHER OVER \$1,000</b>	\$75,000.00
<hr/> <b>TOTAL</b>	<hr/> <b>\$75,000.00</b>

Dated at Beloit, Wisconsin this 19th day of November, 2012.

City Council of the City of Beloit

---

Charles M. Haynes, President

ATTEST:

---

Rebecca S. Houseman, City Clerk

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL



**Topic:** Award of Contract C12-01, New HVAC for Beloit Transit

**Date:** November 19, 2012

**Presenter(s):** Michael F. Flesch P.E., City Engineer

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

---

**Overview/Background Information:**

This project will replace the HVAC on the roof of Beloit Transit Operations Building.

---

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

1. Two bids were received for this project. The low bid of \$65,375.00 was from Tri-Cor Mechanical, LLC and is 27.4% less than the engineer's estimate of \$90,000.00.
  2. Tri-Cor Mechanical, LLC is considered a responsible bidder for this project.
  3. The costs for this project are as follows: \$65,375.00 for construction, \$ 9,625.00 for Change Orders or extra work, for a total of \$75,000.00.
- 

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

1. **Develop a high quality community through the responsible stewardship and enhancement of City resources to further Beloit's resurgence as a gem of the Rock River Valley.**
    - Replacement of this unit was identified in the 2010 Energy Efficiency Assessment report prepared by Shaw Environmental.
- 

**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 energy consumed will be more efficiently utilized.
  - **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**  
Replacement of equipment is necessary in accordance with the service life schedule.
- 

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

---

**Action required/Recommendation:**

The Engineering Division recommends awarding this Public Works Contract to Tri-Cor Mechanical, LLC in the amount of \$65,375.00.

---


**Fiscal Note/Budget Impact:**

Adequate funding is available in the Capital Improvement Plan. The project is being funded at the rate of 80% by an FTA Capital Grant.

# CITY OF BELOIT

## DEPARTMENTAL CORRESPONDENCE

---

**TO:** Mike Flesch  
**FROM:** Andy Hill, Project Engineer   
**DATE:** November 9, 2012  
**SUBJECT:** Bid Results for Contract C12-01  
New HVAC for Beloit Transit

Pursuant to advertisements placed October 24 and October 31, bids were received until 10:00 AM on November 7 for the New HVAC for Beloit Transit. A tabulation of bids is attached.

Two bids were received for this project as follows:

Engineer's Estimate		\$ 90,000.00	
1. Tri-Cor Mechanical, LLC	Janesville, WI	\$ 65,375.00	*Low
2. Miller Engineering Co.	Rockford, IL	\$ 70,900.00	

Upon review of the Contractor's Proof of Responsibility Statement, Tri-Cor Mechanical, LLC is determined to be a responsible bidder.

I recommend that the contract be awarded to Tri-Cor Mechanical, LLC of Janesville, WI. The following is a breakdown of the proposed project cost:

### COSTS

Tri-Cor Mechanical, LLC Base Bid	\$ 65,375.00
Allowance for Change Orders and/or Extra Work	\$ 9,625.00
<b>TOTAL PROJECT COST</b>	<b>\$ 75,000.00</b>

### PROJECT INFORMATION

This project will replace the HVAC on the roof of Beloit Transit Operations Building.

Tabulation of Bids

Contract C12-01

New HVAC for Beloit Transit

Bids Opened November 7, 10:00 AM

Item No.	Bid Item Description	Quantity	Unit	Tri-Cor Mechanical, LLC Janesville, WI		Miller Engineering Co. Rockford, IL	
				Price	Extended	Price	Extended
Base	New Rooftop Unit, Rehab ductwork, etc.	1	LS		\$54,200.00		\$56,700.00
Alternate 1	Supplemental Electric Heat	1	LS		\$9,500.00		\$11,500.00
Alternate 2	Data Room Ventilation	1	LS		\$1,675.00		\$2,700.00
<b>TOTAL PROPOSAL</b>					<b>\$65,375.00</b>		<b>\$70,900.00</b>

**RESOLUTION  
AUTHORIZING FINAL PAYMENT OF  
PUBLIC WORKS CONTRACT C12-08  
SIDEWALK MAINTENANCE**

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

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

**IT IS RESOLVED**, that Venske Concrete & Construction, LLC. be paid \$8,277.95 as the final payment for Contract C12-08 Sidewalk Maintenance, as recommended by the City Engineer.

Dated at Beloit, Wisconsin this 19th day of November 2012.

City Council of the City of Beloit

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

ATTEST:

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



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL



**Topic:** Award Final Pay for 12-08 Sidewalk Maintenance

**Date:** November 19, 2012

**Presenter(s)** Michael Flesch, City Engineer

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

---

**Overview/Background Information:**

Venske Concrete & Construction, LLC. has completed construction of project C12-08 Sidewalk Maintenance, and has submitted all of the required paperwork and bonds. Final payment now needs to be issued.

---

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

1. Venske Concrete & Construction, LLC. was the low bidder for this project, and they have completed construction to the satisfaction of Engineering.
2. The contractor is due \$8,277.95 for the completion of the project.

---

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

1. **As an eco-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 project will repair the deficient sidewalk infrastructure and enhance pedestrian safety by following ADA guidelines

---

**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  
With this project, we are proactively encouraging pedestrian mobility

---

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

---

**Action required/Recommendation:**

The Engineering Division recommends approval of the final payment to Venske Concrete & Construction, LLC. for \$8,277.95

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**Fiscal Note/Budget Impact:**

Funds are available in the 2012 CIP budget.

**CITY OF BELOIT**  
**DEPARTMENTAL CORRESPONDENCE**

---

**TO:** Mike Flesch

**FROM:** Scott Schneider, Project Manager (Ext. 6447)

**DATE:** October 31, 2012

**SUBJECT:** Final Payment Contract C12-08  
Sidewalk Maintenance

The work on this project was substantially completed on September 28, 2012. I have inspected the work and find it to be satisfactory and in compliance with the requirements of the contract. The contractor has asked for final payment. The final payment quantities have been approved by the contractor.


The original bid amount was for \$56,753.00. With increased quantities, the final amount came out to be \$61,763.83, or a net increase of 8.8%. The increase was due to having to estimate how many people will repair their own sidewalks before they are sent notice, and the continuing awareness of other areas to repair and complaints from citizens. Also, this contractor was utilized by public works to repair sidewalk damage from uprooted trees during the June storm, and to provide better accessibility to numerous parks in the area. Those actions utilized this contractor, but were out of the scope of this public works project, and are not a part of this calculated increase, but are a part of this payment to Venske. Payments to date under this contract total \$59,597.03.

Therefore, I recommend a final payment in the amount of \$8,277.95 be made to Total Mechanical, Inc.

**CITY OF BELOIT**  
**DEPARTMENTAL CORRESPONDENCE**

---

**TO:** Scott Schneider

**FROM:** Thomas R. Casper 

**DATE:** November 8, 2012

**SUBJECT:** **Final Payment Public Works Contract C12-08**  
**Venske Concrete & Construction, LLC**  
**Sidewalk Improvements**

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

/tdh  
encs.

**RESOLUTION APPROVING CLASS “B” BEER LICENSE**

**WHEREAS**, an application has been received for a Class “B” Beer License for Mexico Dominicana LLC, located at 854 Henry Avenue, and

**WHEREAS**, the Alcohol Beverage License Control & Advisory Committee recommends approval for a Class “B” Beer License.

**NOW, THEREFORE, BE IT RESOLVED**, that the Class “B” Beer License for Mexico Dominicana LLC, 854 Henry Avenue , Juan Carlos Taveras, Owner is hereby approved.

Dated this 19th day of November, 2012.

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

ATTEST:

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



**ALCOHOL BEVERAGE LICENSE CONTROL COMMITTEE  
RECOMMENDATION**

**TO:** Beloit City Council  
**FROM:** Alcohol Beverage License Control Committee  
**DATE:** November 13, 2012  
**SUBJECT:** Mexico Dominicana LLC

The Alcohol Beverage License Control Committee recommends denial of a Class "B" Beer License located at 854 Henry Avenue, Juan Carlos Taveras, Agent.

Recommendation for denial carried 6-0.

Rebecca Houseman  
City Clerk

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Sept 01 20 12 ;  
ending Aug 31 20 13 .

TO THE GOVERNING BODY of the:  Town of } Beloit  
 Village of }  
 City of }

County of Rock Aldermanic Dist. No. \_\_\_\_\_ (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number: <u>456-1027783097-02</u>	
Federal Employer Identification Number (FEIN):	
LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input checked="" type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>50 Pd 9-11-12</u>
TOTAL FEE	\$

1. The named  INDIVIDUAL  PARTNERSHIP  LIMITED LIABILITY COMPANY  
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ Mexico Dominicana LLC

An "Auxillary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

	Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Owner</u>	<u>Juan Carlos Taveras</u>	<u>2768 Kadlec Dr.</u>	<u>Beloit WI 53511</u>
Vice President/Member				
Secretary/Member				
Treasurer/Member				
Agent ▶	<u>same</u>			
Directors/Managers				

3. Trade Name ▶ Mexico Dominicana LLC Business Phone Number 365-4660  
4. Address of Premises ▶ 854 Henry Ave Post Office & Zip Code ▶ 53511

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date March 2012 of registration.  
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No  
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Store / Restaurant - 1 Room
10. Legal description (omit if street address is given above): N/A
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No  
(b) If yes, under what name was license issued? N/A
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]  Yes  No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776].  Yes  No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

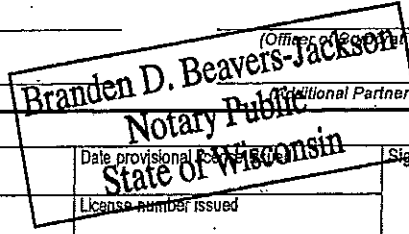
SUBSCRIBED AND SWORN TO BEFORE ME

this 17 day of September, 2012

Branden D Beavers-Jackson  
(Clerk/Notary Public)

Juan Carlos Taveras  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

My commission expires June 29, 2014



Date received and filed with municipal clerk <u>9-17-12</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer(s)/members/managers of Mexico Dominicana LLC  
(registered name of corporation/organization or limited liability company)

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

located at 854 Henry Ave

appoints Juan C. Taveras  
(name of appointed agent)

2768 Kadlec Dr #11, Beloit, WI  
(home address of appointed agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 2 02/27/12

Place of residence last year ~~Bellevue, WI~~; 9 West Monroe Ave West Hastington, PA 18902

For:  Mexico Dominican LLC  
(name of corporation/organization/limited liability company)

By: JUAN CARLOS TAVERAS  
(signature of Officer/Member/Manager)

And: \_\_\_\_\_  
(signature of Officer/Member/Manager)

**ACCEPTANCE BY AGENT**

Juan Carlos Taveras, hereby accept this appointment as agent for the  
(print/type agent's name)

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

→ 2768 Kadlec Dr 08.22.12 Agent's age 34  
(signature of agent) (date)

2768 Kadlec Dr. Apt #11 Beloit WI Date of birth 9-30-77  
(home address of agent)

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

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

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

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Taveras		Juan		C	
Home Address (street/route) #		Post Office	City	State	Zip Code
2768 Kadlec Dr #11			Beloit	WI	53511
Home Phone Number		Age	Date of Birth	Place of Birth	
973 @ 752 2950				Dominican Republic	

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Pres + Agent of Mexico Dominicana LLC  
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? Since Feb 2012
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name <u>Walmart</u>	Employer's Address <u>Pennsylvania</u>	Employed From <u>2/12/02</u>	To <u>6/6/09</u>
Employer's Name <u>Speedworld Legal</u>	Employer's Address <u>New Jersey</u>	Employed From <u>12/20/03</u>	To <u>3/1/09</u>

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

Subscribed and sworn to before me

this 17 day of September, 20 12  
Branden D Beavers-Jackson  
(Clerk/Notary Public)

My commission expires June 29, 2014

**Branden D. Beavers-Jackson**  
 Notary Public  
 State of Wisconsin

Juan Carlos Taveras  
(Signature of Named Individual)



Printed on Recycled Paper

Wisconsin Department of Revenue



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

**AN ORDINANCE TO AMEND SECTION 1.04(2) OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF БЕЛОIT RELATING TO RESIDENCY REQUIREMENTS**

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

Section 1. Section 1.04(2) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“(2) OTHER APPOINTMENTS.

(a) Exceptions. The City Manager shall appoint all heads of departments, subordinates and City employees, with the exception of members of boards, commissions and committees and those appointed by the Police and Fire Commission and Municipal Library Board.

(b) Eligibility.

1. All appointments by the City Manager shall be on merit with a view to securing the best appointee for the position. Consideration shall be given to training, experience, professional qualifications, ability and other general qualifications and fitness for performing the duties of the office. No consideration shall be given to race, creed, color, ancestry, sex, nationality or political or religious affiliations. Residence in the City or State shall not be a qualification for any appointment, but ~~City residents shall have preference over other applicants, if they meet the City's qualifications~~ if applicants have similar skills and abilities, City residents will have preference over nonresident applicants.

2. ~~The following City officials shall be City residents as a condition of employment: City Manager, Assistant City Manager, City Attorney, Assistant City Attorney, Finance and Administrative Services Director, Economic Development Director, Public Works Director, Police Chief, Deputy Police Chief, Fire Chief, Assistant Fire Chief, Director of Human Resources, Community Development Director, City Engineer, Director of Housing Services, Director of Operations, Director of Transit,~~

~~Director of Parks and Leisure Services, Director of Water Resources, Principal Planner, Director of Beloit Housing Authority, City Treasurer, City Clerk, Municipal Court Administrator, Director of Information Systems, Director of Accounting and Purchasing, Director of General Services and City Assessor. A permanent residence in the City shall be established within 6 months from the date of completion of the probationary period of employment. The City Manager may grant one extension of not more than 60 days, if there are extenuating circumstances. —~~ The following City officials shall be City residents as a condition of employment and shall establish permanent residency within the City within six (6) months from the date of completion of the probationary period of employment. The City Manager may grant one extension of not more than 90 days, if there are extenuating circumstances.:

- City Manager
- Assistant to the City Manager
- Economic Development Director
- City Attorney
- Fire Chief
- Assistant Fire Chief
- Police Chief
- Deputy Police Chief
- Public Works Director
- City Engineer
- Director of Operations
- Director of Transit
- Director of Parks and Leisure Services
- Director of Water Resources
- Community Development Director
- Finance and Administrative Services Director
- Other similar positions which may be established in the future and designated by the City Manager as covered under this provision of the residency requirement

Any incumbents in the above positions who held said position as of March 1, 2006 shall be exempt from this residency requirement; provided, however, that no such exemption shall exist for the position of City Manager.

Further, the exemption shall only be for the position held on March 1, 2006 and residency shall be required, should an incumbent be promoted to a position having a higher starting salary than that for the incumbent position. Residency shall then be required to be established within the City within six (6) months from the date of completion of the probationary period required for the new position. The City Manager may grant one extension of not more than 90 days, if there are extenuating circumstances. Also, the residency exemption shall terminate should the employee relocate from their current residence for any reason.

3. The following Division Head and similar positions shall be City residents as a condition of employment:

- Deputy City Attorney
- Director of Community and Housing Services
- Director of Planning and Building
- Director of Beloit Housing Authority
- Director of Human Resources
- City Treasurer
- City Clerk
- City Assessor
- Municipal Court Administrator
- Director of Information Systems
- Director of Accounting and Purchasing
- Director of General Services
- Other similar positions which may be established in the future and designated by the City Manager as covered under this provision of the residency requirement

Any incumbents in the above positions who held said position as of March 1, 2006 shall be exempt from this residency requirement under the same terms and conditions as stipulated in paragraph 2 above. Furthermore, all of the above specified Division Head and similar positions shall be eligible for a hardship waiver. The City Manager shall have the sole discretion to grant hardship waivers upon receipt of a written request by the affected employee signed by the employee and the employee's Department Director and outlining the unique, unusual or other extraordinary family or financial circumstances creating a clear hardship precluding City residency. Should the City Manager find

that such hardship exists and further conclude that failure to grant the hardship waiver would likely result in the separation of employment by the impacted employee, the City Manager may grant a written residency waiver. Any such waiver shall be subject to periodic review and affirmation and the City Manager shall notify the City Council of any waiver granted under this policy. Any waiver granted hereunder shall automatically terminate should the employee ever relocate from their residence at the time of waiver application.

For purposes of this section, a “hardship” shall be interpreted to mean financial or family conditions beyond the routine circumstances that all individuals encounter when contemplating a job change, which would make compliance with the residency requirement extremely difficult. Further, the City Manager may extend a hardship waiver for a finite period of time until it is anticipated the hardship will be abated and compliance with the residency requirement can be achieved.

~~3. — The residency requirements for the City officials named above, established under previous ordinances applying to this paragraph shall survive this amendment and the obligations of the above named City officials to comply with this paragraph shall survive.~~

~~4. — Any City official otherwise subject to the residency requirements herein, who was a nonresident of the City on the effective date hereof, shall be exempted from the residency requirements herein and shall not be subject to any relocation requirement during said employee's tenure of employment with the City.~~

- (c) Terms of Office. All department heads, subordinates and employees appointed by the City Manager shall be appointed for an indefinite term and shall serve during good behavior and satisfactory service. All such appointments shall be made at and become effective at such times as the City Manager shall determine.
- (d) Background Checks. ~~The City of Beloit Police Department shall conduct a background check with the State of Wisconsin Department of Justice for each person who may be offered a job as a city employee prior to the offer of employment. The City shall~~

conduct or cause to be conducted criminal background checks for each person who may be offered a job as a city employee prior to the offer of employment.”

Section 2. This ordinance shall be in force and take effect upon passage and publication.

Adopted this 19<sup>th</sup> day of November, 2012.

BELOIT CITY COUNCIL

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

ATTEST:

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

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

01-611100-5231- \_\_\_\_\_

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# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Proposed Amendment to Employee Residency Requirements

**Date:** November 19, 2012

**Presenter(s):** Larry N. Arft

**Department(s):**

City Manager

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### Overview/Background Information:

Following a request by the management team, particularly the Division of Human Resources, the City Manager began contemplating adding a hardship waiver to the City's residency requirements, which impact all Division and Department Directors employed by the City. The Manager's proposal provided no hardship waiver for Department Directors or line Division managers and the residency requirements for those individuals, other than the grandfathering language, is absolute. The proposed ordinance did allow for granting of hardship waivers for other Division Directors, most of whom are in various office or support positions.

At a Council meeting on October 1, 2012, the draft ordinance was reviewed by Councilors and tabled until November 5 for further discussion. The City Manager included this item on an agenda for a Council workshop held on October 29 and at that time councilors raised several concerns that they wanted to see addressed before considering a waiver program. The Manager requested a few additional weeks to prepare a new draft ordinance, so the matter was held until the November 19 meeting for further consideration.

The proposed ordinance contains the following changes requested by Councilors:

1. The grandfathered language dating back to March 1, 2006 was tightened up to make it clear that existing managers who were non-residents at the time the initial ordinance was adopted would have to establish residency if promoted into a higher position.
2. The original draft ordinance inadvertently removed language requiring residency within six months of the date of completion of the probationary period with one possible 60-day extension at the discretion of the City Manager. This language was restored and the one extension was extended to 90-days in recognition of current real estate market conditions. During the workshop, it was unclear that the timeline does run from the conclusion of probation, which would provide for a period of up to 18-months for most positions to establish residency following their date of appointment.
3. There is an effort to further define hardship, assuming it would relate to some financial or family condition that would be unusual or something beyond the routine circumstances that all individuals encounter when contemplating a job change. It is difficult to know what specific individual circumstances may be that would generate a waiver request.

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### Key Issues (maximum of 5):

1. City residency requirements have, indeed, been a factor with individuals calling about a vacancy and then not applying because of the residency standard, or applying for a position and then later withdrawing due to the residency requirement.
2. Most of these cases seem to revolve around people applying for a position who live within a comfortable, commutable distance who have family or financial considerations, including spousal employment that makes relocation extremely difficult.
3. Changes in the real estate market in recent years including long listing periods to generate a buyer and falling prices, which often take the seller "underwater" with their mortgage exceeding the market value of their property, has exacerbated these problems.
4. Most City Department Directors have clearly articulated that the ability to attract and retain top quality employees is their most significant concern.
5. When these issues have arisen, the candidate seem to be more focused on family concerns or the difficulties in buying and selling homes in today's market and not in any way reflecting negatively on their willingness to reside within the City of Beloit.

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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.):

- **Apply sound, sustainable practices to promote a high quality community through historic preservation, community revitalization and successful new development.**

This request is compliant with City goal #1 because it would help the City ensure the availability of a qualified workforce to meet our goal of sustainably managing City resources.

---

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

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

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

**Action required/Recommendation:**

We would recommend that the proposed ordinance be adopted. The City Manager is required to report all hardship waivers to the City Council and, should Councilors feel that at any time the program is not being fairly and objectively administered, the ordinance can be quickly amended.

**Fiscal Note/Budget Impact:**

There is no specific budget impact to this request.

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

**AN ORDINANCE TO AMEND SECTION 6.19 OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF БЕЛОIT AS IT RELATES TO THE FEES FOR FIRE DEPARTMENT SERVICES**

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

Section 1. Section 6.19 of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“6.19 FEES FOR ~~EXTRICATION RESCUE~~ FIRE DEPARTMENT SERVICES.

- (1) CHARGES FOR SERVICES. The City's Fire Department shall charge a fee for providing ~~rescue-extrication~~ services for responding to motor vehicle incidents and vehicle occupant extrication; hazardous material incidents; pipeline incidents, including water pipelines; fire investigations; specialized rescue, including heavy rescues; and helicopter landing site services. Nonresidents of the City shall be charged for Fire Department services responding to motor vehicle or trailer fires. The fee shall include the cost of personnel, incident command services, and disposable supplies and equipment used in providing those services and shall be billed to the person receiving the services.
- (2) FEE SCHEDULE. The fees for ~~rescue-extrication~~ Fire Department services shall be established by City Council resolution.
- ~~(3) — DISPOSITION OF FEES. The fees collected for rescue-extrication services shall be placed in a special account used for the purpose of funding the costs incurred by the City of Beloit Fire Department in providing rescue-extrication services, training and equipment.~~
- (4) REFUSAL TO PROVIDE SERVICES. The City of Beloit Fire Department shall not refuse or delay in the provision of any service to any person who has failed to pay for ~~rescue-extrication~~ Fire Department services when due.”

Section 2. This ordinance shall be in force and take effect upon passage and publication.



Adopted this 5<sup>th</sup> day of November, 2012.

BELOIT CITY COUNCIL

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

ATTEST:

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

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

01-611100-5231- \_\_\_\_\_

tdh/ord/6 19=ORD=~~121031 1504 (rdln)~~121114 1035 (rdln) (12-1214)

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

**Topic:** A proposed ordinance to amend Section 6.19 of the Code of General Ordinances of the City of Beloit as it relates to the Fees for Fire Department Services

**Date:** November 19, 2012

**Presenter(s):** Fire Chief Brad Liggett

**Department:** Fire Department

### Overview/Background Information:

During the 2012 and 2013 Municipal Operating Budget Process I was encouraged by the city council membership, City Manager Arft and my department membership to seek out forms of revenue that could help restore our department to its 2011 Operational Capacity. The fire department was charging residents and non-residents for services rendered during hazardous materials incidents and special rescue situations requiring highly technical for many years.

The department implemented an extrication fee for vehicle, machinery, high angle, trench collapse, and building collapse rescue services all encompassed with in the "extrication rescue fees". Also incident command was included as a response cost for both of these services. The current billing responsibility lies in the Risk Managers office. Collection history for hazardous materials spills only has been:

	Resident Individual	Resident Business	Non-Res individual	Non- Res Business	Billed	Collected	Collection Rate	Accounts In Collection	TRIP
2010	14	0	20	7	\$37,140.12	\$27,552.89	74.19%	7r/9nr	NA
2011	15	0	4	2	\$8,409.40	\$4,772.66	56.75%	1r/1nr	7 r
2012	9	0	3	3	\$16,555.05	\$11,096.63	67.03%	NA	NA

In our research and networking with other departments and in consultation with our ambulance billing company we contacted subject matter experts at the company named Fire Recovery USA, Inc. They provided us with information on usual and customary charges and what their professional experience has been in collecting fees on behalf of fire departments. The list of fees they were charging closely matched what we were charging. The council heard their presentation on Monday, October 29, 2012.

Based on the recommendation of the vendor we reconfigured our fees to include those usual and customary charges in the format they presented to us including items we are currently charging for. We did this to capture untapped sources of revenue that through the vendors experience collecting on 75% of billable revenue. Those untapped resources include a basic fee for Motor Vehicle Incidents and a tiered fee structure for more complicated motor vehicle responses including car fires. At the November 5, 2012 Council Meeting the Council removed fees for fire investigation from the ordinance.

To verify that the City of Beloit is not alone in Wisconsin in charging these fees the department surveyed 864 departments in Wisconsin. As of the deadline of this report we had 114 departments who responded, we found the following:

TYPE OF FIRE DEPARTMENT	
Career	17.1%
Combination	27.9%
Volunteer	54.1%
Chapter 213	0.9%
Private for Profit	0.0%

<b>CHARGE FOR THESE SERVICES?</b>	<b>YES</b>	<b>NO</b>
<b>Structure Fire</b>	<b>17%</b>	<b>83%</b>
<b>Vehicle/ Trailer Fire</b>	<b>39%</b>	<b>61%</b>
<b>Vehicle Incident Response</b>	<b>39%</b>	<b>61%</b>
<b>Inspection</b>	<b>18%</b>	<b>82%</b>
<b>Helicopter Landing Zone Standby</b>	<b>5%</b>	<b>95%</b>
<b>Fire Investigation</b>	<b>2%</b>	<b>98%</b>
<b>Hazardous Materials</b>	<b>54%</b>	<b>46%</b>
<b>Extrication</b>	<b>38%</b>	<b>62%</b>
<b>Special/Technical Rescue</b>	<b>19%</b>	<b>81%</b>
<b>Broken Water/Sprinkler Line</b>	<b>6%</b>	<b>94%</b>

<b>COLLECTION METHODOLOGY (All that Apply)</b>	
<b>Fire Department Bills</b>	<b>52.4%</b>
<b>City Treasurer/ Finance Bills</b>	<b>47.6%</b>
<b>Billing Service Bills</b>	<b>14.3%</b>
<b>Collection Service Collects Delinquent Accounts</b>	<b>14.3%</b>
<b>Utilize Income Tax Refund Intercept Program as final resort.</b>	<b>15.5%</b>

The rest of these fees are defined in the attached documentation.

The final component to this program is the service provider. We will need to outsource this work to a vendor that specializes in this type of service including an third party agency for collection. We anticipate a 20% collection and processing fee that has been incorporated as the cost of our base fee structure. This will greatly improve our collection process. During the November 5, 2012 Council meeting there was discussion regarding how parties are billed when partially at fault and if neither party had insurance.

The insurance companies ultimately determine who is at fault and which party is deemed liable. During the front end stage of the billing process, the billing company contacts all insurance companies involved to determine who has a claim filed. Typically, the company will locate the claim that is with the at fault party's insurance and we bill accordingly. In addition, if there is a split liability, both insurance companies provide, in writing, their liability agreement so the billing company can split the invoice accordingly. For example, if it is a 60/40 split, they assign a percentage to each involvement and send the invoice to both companies with a note that each is responsible for their portion of the invoice as determined by them-selves.

Additionally, if the billing company ends up billing the non at fault party, most insurance companies are more than willing to inform the company who has taken liability and provide the insurance claim and adjuster information. If both deny liability, we also request a proof such as a law enforcement report showing clear liability or a decision from arbitration. For no fault incidents, the billing company typically requests 50% from each insurance or individual.

IF THERE IS NOT INSURANCE involved, the determination of who is billed falls back on the Billing Policy established by the city. Currently we direct bill. Most individuals will do the same as insurance and contact the billing company if they are NOT the at fault party. We ask the same from them as we do from insurance i.e. to provide a copy of a report showing liability or paperwork from court showing the other party was deemed liable. If there is a split liability, it is handled exactly the same regardless if we are dealing with insurance or with individuals.

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

1. We are currently charging for many of these services and we are collecting revenue from internal customers, insurance companies and residents.
2. We are not charging for fire response except in the instance of non-resident vehicle and trailer fires. We currently do no charge for fire response.
3. Alternative funding sources based in user fees is becoming the norm for recouping operational cost for fire departments. The United States Fire Administration under President Bush recommended these fees as options to reduce the burden of these cost centers and ever expanding mission of the fire service on the tax payer.

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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 is compliant with city goal number 1.

1. As an eco-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.

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

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

**Action required/Recommendation:**

Adopt the ordinance authorizing the fire department to charge fees described in the ordinance.

**Fiscal Note/Budget Impact:** This is the revised revenue estimates from Fire Recovery based on the proposed fee structure and the fire department call history.

SERVICE	Incidents per Year	Percent Collected		Amount Billed		Totals
MVA (with fluids on ground)	88	90%	@	\$490.00	=	\$38,808
MVA (no fluids on the ground)	65	30%	@	\$560.00	=	\$10,920
Vehicle Fires	9	60%	@	\$725.00	=	\$3,915
False Alarms	235	30%	@	\$100.00	=	\$7,050
Air Ambulance	0	60%	@	\$2,100.00	=	\$0.00
Pipeline Incidents	0	60%	@	\$700.00	=	\$0.00
Hazardous Conditions	70	60%	@	\$770.00	=	\$32,340.00
Special Rescues	3	60%	@	\$700.00	=	\$1,260.00
<b>SUBTOTAL COLLECTED</b>						<b>\$94,293.00</b>
<b>TOTAL RETURNED TO FD</b>						<b>\$75,434.00</b>

**Attachments:**

Draft Ordinance  
Standard Billing Rates

# Typical Mitigation Rates

BASED ON PER HOUR

## MOTOR VEHICLE INCIDENTS

### **Level 1 – Resident \$435.00 Non-Resident \$525.00**

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

### **Level 2 – Resident \$495.00 Non-Resident \$595.00**

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

### **Level 3 – CAR FIRE – Non-Resident Only\$725.00**

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

### **Level 4 - Resident \$1,800.00 Non-Resident \$2,160.00**

Includes Level 1 & 2 services as well as extrication (heavy rescue tools, ropes, airbags, cribbing etc.). We will bill at this level if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

### **Level 5 - Resident \$2,200.00 Non-Resident \$2,640.00**

Includes Levels 1, 2, & 4 services as well as Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter is utilized to transport the patient(s).

### **Level 6**

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

## **HAZMAT**

### **Level 1 – Resident \$700.00 Non-Resident \$840.00**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

### **Level 2 – Resident \$2,500.00 Non-Resident \$3,000.00**

**Intermediate Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

### **Level 3 – Itemized Claim Charges Non-Resident 20% Mark-Up**

**Advanced Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene.

## **PIPELINE INCIDENTS**

**(Includes, but not limited to: Gas, Sewer, Septic to Sewer, and Water Pipelines)**

### **Level 1 – Resident \$400.00 Non-Resident \$480.00**

**Basic Response:** Claim will include engine response and first responder assignment, perimeter establishment, evacuations, first responder set-up and command. Includes inspection without damage or breakage.

### **Level 2 – Resident \$1,000.00 Non-Resident \$1,200.00**

**Intermediate Response:** Claim will include engine response, first responder assignment, and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command. May include HAZMAT team, Level A or B suit donning, breathing air and detection equipment. Supervise and/or assist pipeline repair.

### **Level 3 – Itemized Claim Charges Non-Resident 20% Mark-up**

**Advanced Response:** Claim will include engine response, first responder assignment, and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command. May include HAZMAT team, Level A or B suit donning, breathing air

and detection equipment. Supervise and/or assist pipeline repair of intermediate to major pipeline damage. May include set-up and removal of decon center, detection, recovery and identification of material. Disposal and environment clean up.

**OPTIONAL: A fire department has the option to bill each incident as an independent event with custom mitigation rates.**

**Itemized, per person, at various pay levels and for itemized products use.**

## **WATER PIPE INCIDENTS**

**Level 1 Resident \$400 plus \$50 per hour, per rescue person.**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident.

**Level 2 Residents \$800 plus \$50 per hour, per rescue person.**

**Intermediate Response:** includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

**Level 3 \$2,000 plus \$50 per hour per rescue person, plus \$100 per hour per HAZMAT team member.**

**Advanced Response:** includes Level 1 and Level 2 services as well as Hazardous Materials Team activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

**Level 4**

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary, and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

## **SPECIAL RESCUE**

### **Resident**

**\$400 for the first response vehicle plus \$50 per rescue person. Additional rates of \$400 per hour per response vehicle and \$50 per hour per rescue person.**

### **Non-Resident**

**\$480 for the first response vehicle plus \$60 per rescue person. Additional rates of \$480 per hour per response vehicle and \$60 per hour per rescue person.**

**Itemized Response:** each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

## **INCIDENT COMMAND RESPONSE**

**Resident \$250 per hour. Non-Resident \$300.00**

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

## **MISCELLANEOUS**

**Engine billed at Resident \$400 per hour. Non-Resident \$480.00 per hour.**

**Truck billed at Resident \$500 per hour. Non-Resident \$600.00 per hour**

**Heavy Rescue billed at Resident \$600 per hour. Non- Resident \$720.00 hour**

**Miscellaneous auxiliary equipment equipment billed at Resident \$300 per hour.  
Non-Resident \$360.00**

### **Helicopter Landing Site Assistance**

**Resident \$2100.00 Non-Resident \$2,520.00**

Setting up a safe landing zone and providing emergency fire protection for the aircraft. Billed to the responsible part for the accident or emergency. This is only for non FAA compliant landing sites.



## **MITIGATION RATE NOTES**

The mitigation rates above are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

November 19, 2012

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

The undersigned Charles M. Haynes, duly elected President of the Beloit City Council, subject to confirmation by the Beloit City Council, does hereby appoint the following citizen members to the vacancies and terms indicated below, said appointments being pursuant to nominations made and approved by the Appointment Review Committee at the regular meeting held November 12, 2012:

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Charles M. Haynes, President  
Beloit City Council

**Appointments**

**Municipal Library Board**

David Sowl, 1132 Brewster Ave. (replacing Romelle Witkins) for a term ending June 30, 2015

**PLEASE ANNOUNCE THE FOLLOWING VACANCIES**

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

**RESOLUTION APPROVING 2013 ANIMAL CONTROL CONTRACT  
WITH DANE COUNTY HUMANE SOCIETY  
AND AUTHORIZING EXECUTION THEREOF**

WHEREAS, the City has previously contracted with the Rock County Humane Society for animal control services; and

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

WHEREAS, in the last few years the Rock County Humane Society has increased their fees for services and reduced the level of services they are willing to provide to the City; and

WHEREAS, specifically, the Rock County Humane Society no longer is willing to offer the City services dealing with the necessary field work in taking control and custody of animals nor with the care and housing of “owned” animals (owned animals include any animal other than a stray and would include animals such as dangerous dogs, neglected or abandoned animals, exotic animals and other animals with identifiable owners); and

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

WHEREAS, the City has been able to negotiate a comprehensive animal control care and housing services contract with Dane County Humane Society; and

WHEREAS, the attached contract is in the best interests of the City.

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

Adopted this 19<sup>th</sup> day of November, 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:** 2013 Animal Control contract between the City of Beloit and the Dane County Humane Society

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**Date:** November 19, 2012

**Presenter(s):** Beth Jacobsen

**Department(s):** City Manager/Police Department

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**Overview/Background Information:**

The Rock County Humane Society (RCHS) has provided the City of Beloit with stray animal control services for over ten years. Such services included both major components in operating a comprehensive animal control program; the field work necessary in taking animals into control and custody and the subsequent care and housing. In the last few years the RCHS has increased their fees for services and has also significantly reduced the services they are willing to provide to the City. This reduction includes offering no field work services and their change in policy in regards to working with the City to deal with the care and housing of "owned" animals (i.e. animals other than strays such as dangerous dogs, neglected or abandoned animals, exotic animals with known owners, etc.). The Police Department has funding within the animal control budget to provide for additional CSOs in the 2013 budget to address the field work component and Dane County Humane Society has the space available and formal relationship with a veterinary provider for providing the care and housing necessary for owned animals and neglected animals from the City of Beloit.

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

This contract establishes a consistent protocol for the care and housing of owned and neglected animals in the City of Beloit, which does not currently exist.

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

1. The City of Beloit's current stray animal vendor does not offer services for field work nor for the care and housing of owned animals.
  2. The City of Beloit manages many owned animal cases annually.
- 

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

This policy supports the City's mission to collaborate with other jurisdictions and organizations to foster effective and efficient service delivery as set out in Goal #4 of the City Strategic Plan.

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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:**

Approval of the 2013 contract with the Dane County Humane Society.

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**Fiscal Note/Budget Impact:**

This will involve no increase in budgeted amounts but rather a reallocation of currently budgeted funds.

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## **SERVICES AGREEMENT**

This **SERVICES AGREEMENT** (the "Agreement"), made and entered into on November 21, 2012 (the "Effective Date"), by and between the City of Beloit, Wisconsin ("CITY"), a Wisconsin municipal corporation and political subdivision of the State of Wisconsin, and Dane County Humane Society ("DCHS"), a Wisconsin non-stock corporation, is as follows.

### **RECITALS**

0.1 WHEREAS, the CITY, whose principal place of business is located at 100 State St., Beloit, Wisconsin 53511, desires to purchase services from DCHS for (i) the care, treatment, and humane disposal of impounded animals; and (ii) the delivery of rabies-related services for stray, abandoned, and impounded animals located within the geographic limits of the CITY believed to be afflicted with the rabies virus.

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

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

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

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

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

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable

consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the CITY and DCHS as follows:

## **1.0 SERVICES.**

DCHS agrees to provide the services detailed in Section 5.0 of this Agreement in exchange for the compensation from the CITY set forth on **Schedule A**.

## **2.0 TERM OF AGREEMENT AND RENEWAL.**

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

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

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

## **3.0 PAYMENT FOR SERVICES.**

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

## **4.0 DEFINITIONS.**

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

4.1 Abandoned. A companion, exotic or livestock animal left for any length of time without apparent provision for its food, water, or other care as is reasonably necessary for the animal's health. An abandoned animal includes, but is not limited to,

an animal owned by a known individual who, because of the owner's death, disability, incarceration, eviction or other like circumstance, is unable or unwilling to provide appropriate care for the animal.

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

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

4.4 Impound. The withholding of an animal from the owner pursuant to Wis. Stat. § 173.21 on any of the following grounds:

4.4.1 The humane or law enforcement officer determines that there are reasonable grounds to believe that the owner has mistreated the animal in violation of Chapter 951 of the Wisconsin Statutes.

4.4.2. The humane or law enforcement officer determines that there are reasonable grounds to believe that the animal poses a significant threat to public health, safety or welfare.

4.4.3 The animal may be used as evidence in a pending prosecution.

4.4.4 A court has ordered the animal withheld for any reason.

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

4.6 Redemption. The return of a seized or impounded animal to an owner or custodian at the direction of the humane or law enforcement officer who seized the animal as provided by Wis. Stat. § 173.21(4) or pursuant to an order of the court pursuant to Wis. Stat. § 173.22(3).

4.7 Seizure. The taking of an animal, whose owner is known, into custody by a humane or law enforcement officer pursuant to Wis. Stat. § 173.13.

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

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

4.10 Unclaimed. A companion, exotic or livestock animal that is seized by a humane or law enforcement officer and whose owner is notified under Wis. Stat. § 173.13(3) of the procedure for recovering the animal and whose owner fails to recover the animal within the applicable time limits.

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

## **5.0 DESCRIPTION OF SERVICES.**

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

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

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

5.4 24-Hour Drop Off Availability. DCHS will provide, or assure the availability of, an appropriate facility that will provide admitting and animal care services 24-hours a day, 7-days a week for the animals impounded by humane and law enforcement officers operating within the CITY's jurisdictional authority.



5.5. Services for Impounded Animals. DCHS agrees to provide animal care services (as described in this paragraph) as well as euthanasia and cremation services for companion, livestock and exotic animals that are seized pursuant to the CITY's jurisdictional authority and that are impounded by the CITY at the Voges Road Facility or ECA (or any other DCHS approved facility). Animal care services shall include: (i) admitting services as deemed appropriate by DCHS; (ii) daily custodial care; and (iii) necessary and appropriate veterinary treatment. Custodial care shall include the provision of adequate food and water to maintain the animal's health, daily health checks, and adequate shelter as required by the Animal Care Laws. Animal care services will be provided on the day the animal is admitted to either the Voges Road Facility or ECA and until the animal is either removed from the facility, the animal is deemed unclaimed, the animal is returned to the owner, or ownership of the animal is transferred to DCHS by order of any court of competent jurisdiction. The humane officer or law enforcement officer dropping any such animal off shall identify the name of the animal's owner, if known, and advise DCHS of the animal's impound status.

5.6 Notice and Penalties; Impounds. The parties agree to the following procedures with respect to impounded animals.

5.6.1 Notice by DCHS. With respect to any impounded animal being provided animal care services by DCHS under this Agreement, DCHS shall have the unilateral right to require the CITY to take custody of the animal upon ten (10) days written notice to the CITY requesting that any such animal be picked up from the Voges Road Facility or ECA (or any other DCHS approved drop-off facility). Said notice shall be provided pursuant to the notice provision of paragraph 19.1 of this Agreement.

5.6.2 Penalty. If the CITY fails to pick-up the animal by the 10th day after receipt of the written notice described in paragraph 5.6.1, the CITY shall be charged \$100.00 (one hundred dollars and no cents) per animal, per day, for each day thereafter that the animal remains in the care of DCHS.

5.6.3 Livestock and Exotic Animal Impounds. DCHS will provide animal care services as well as optional humane euthanasia and cremation services for livestock and exotic animals on a limited basis. The CITY must seek pre-approval from the Executive Director of DCHS to impound livestock and exotic animals at the Voges Road facility. DCHS may deny admission or require the CITY to remove impounded livestock and exotic animals with the notice specified in paragraph 5.6.1.

5.7 Rabies Control Services.

5.7.1 Quarantine Services. DCHS agrees to provide animal care, isolation and observation and rabies testing services for animals as required by Wis. Stat. § 95.21. DCHS agrees to provide such services on an as needed basis upon request of the CITY. The parties acknowledge that rabies testing may be accomplished in two ways, namely (a) immediate euthanasia of the animal and brain

pathology testing ("Euthanasia Testing"); or (b) 10-day quarantine of the animal with veterinary observation during the incubation period of the rabies virus ("Observation Testing"). DCHS's obligation to perform Euthanasia Testing shall be in its sole and absolute discretion. If DCHS refuses to perform Euthanasia Testing and opts instead to perform Observation Testing, the CITY shall have the right to retrieve the animal from the Voges Road Facility (or any other facility approved by agreement with the CITY) and have Euthanasia Testing accomplished through a different vendor. DCHS shall have no obligation to pick-up or otherwise transport animals suspected of carrying the rabies virus to the Voges Road Facility (or any other DCHS approved facility). The parties agree that this service applies to all animals impounded by the CITY and delivered to DCHS (or any DCHS approved facility).

5.7.2 Owner Reimbursement for Rabies Observation and Testing Services. If the owner of an animal is known, DCHS agrees to provide the CITY with all information it has regarding the owner's identity and address so that the CITY may seek reimbursement from such owner of any expenses incurred in connection with keeping the animal in isolation, the supervision and examination of the animal by a veterinarian, and the preparation of the carcass for laboratory examination. DCHS itself shall have no obligation to undertake collection efforts from the owner.

5.7.3 Rabies Vaccination Program. DCHS agrees to comply with all statutory mandates regarding the vaccination of animals against rabies.

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

## **6.0 TERMINATION OF AGREEMENT.**

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

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

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

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

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

6.2.4 The CITY's failure to pay DCHS the monthly payment set forth in **Schedule A** to this Agreement within 10 days of receipt of any invoice or its failure to

honor any "fee for service" invoice within 10 days of receipt thereof as contemplated by **Schedule A** to this Agreement. The parties will work together after the Effective Date to arrange for the CITY's electronic payment of invoices.

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

6.4 Termination Due to Inadequate Public Funding. If during the term of this Agreement, the City Council for the City of Beloit fails to appropriate sufficient funds to carry out the CITY's payment obligations as expressed herein, this Agreement shall be automatically terminated as of the date funds are no longer available. The CITY shall provide immediate written notice of the funding shortfall and the date on which the termination is to take effect. Notwithstanding the foregoing, this provision shall not relieve the CITY of its responsibility to pay for all services provided or furnished to the CITY by DCHS prior to the date of said termination.

## **7.0 INDEMNIFICATION.**

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

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

**8.0 ASSIGNMENT OR TRANSFER.** DCHS shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of CITY unless otherwise provided herein, provided that claims for money due or to become

due DCHS from CITY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to DCHS shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. DCHS shall promptly provide notice of any such assignment or transfer to CITY.

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

**10.0 PAYMENT.** CITY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached **Schedule A**, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in the Agreement or its schedules, CITY shall never be required to pay more than the "fee for service" amounts identified on **Schedule A** and any amounts constituting penalties owed pursuant to paragraph 5.6.2 of this Agreement and identified on **Schedule A**.

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

**12.0 DISCRIMINATION PROHIBITED.**

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

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

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

**19.0 NOTICE.**

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

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

and

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

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

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

and

Joseph S. Goode, Esq.  
Kravit, Hovel & Krawczyk S.C.

825 N. Jefferson St.  
Suite 500  
Milwaukee, WI 53202

## **20.0 MISCELLANEOUS.**

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

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

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

### 20.4 Construction.

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

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

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

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

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

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

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

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

**25.0 WARRANTY OF CAPACITY TO EXECUTE.**

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

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

**DANE COUNTY HUMANE SOCIETY**

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Pam McCloud Smith  
Executive Director

**CITY OF BELOIT**

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Larry N. Arft  
City Manager

Date Signed: \_\_\_\_\_

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



## SCHEDULE A

### Reimbursement for Impound and Rabies Services

#### **1.0 Maximum Costs.**

1.1 CITY agrees to pay DCHS for providing the services identified in Section 5.0 of this Agreement as follows:

1.1.1 CITY shall pay DCHS one admission fee of **\$55.60 (fifty five dollars and sixty cents)** for each impounded animal admitted to DCHS. The admission fee includes an initial veterinary assessment.

1.1.2 CITY shall pay DCHS **\$15.50 (fifteen dollar and fifty cents)** per animal, per day for the animal care services provided to impounded companion, livestock and exotic animals.

1.1.3 CITY shall pay DCHS **\$15.50 (fifteen dollars and fifty cents)** per animal, per day for the 10-day isolation, veterinary monitoring and observation of dogs and cats suspected of being exposed to or infected with rabies as described in paragraph 5.7.1 of the Agreement.

1.1.4 CITY shall pay DCHS **\$42.20 (forty two dollars and twenty cents)** for each animal carcass that the DCHS prepares for rabies testing as described in paragraph 5.7.1 of the Agreement.

1.1.5 CITY shall pay DCHS a **\$100.00 (one hundred dollars and no cents)** penalty per animal, per day as described in paragraph 5.6.2 of the Agreement.

1.1.6 CITY shall pay DCHS a **\$36.00 (thirty six dollars and no cents)** for each impounded animal that is humanely euthanized and cremated by DCHS pursuant to this Agreement.

**2.0 Method of Payment.** CITY shall pay DCHS after DCHS makes a request for payment on a monthly billing statement, which shall be sent no later than the 10<sup>th</sup> day of each month subsequent to the delivery of services. The parties have agreed upon the form of billing statement to be used by DCHS in the form attached to this schedule as **Exhibit 1** hereto. CITY shall pay the statement within ten (10) days of receipt thereof. The monthly billing statement shall identify the service provided and shall include the following additional information:

2.1 The name of the owner, the owner's last known address and phone number, the booking number and the kind of animal for which payment is sought (segregated by the four categories of "dog", "cat", "livestock" and "other").

2.2 The number of custodial care days claimed for each animal identified in paragraph 2.1 of this schedule.

2.3 The number of rabies observation days claimed for each animal identified in paragraph 2.1 of this schedule.

2.4 The parties agree to work collaboratively to deliver more detailed information to provide the CITY the ability to easily audit the aggregate numbers referenced in this Section 2.0 of the schedule.

**3.0. Alternate Method of Payment.** Notwithstanding the agreed upon method of payment stated above, CITY may at its option refuse to advance all or some portion of any payment otherwise due to the DCHS if CITY reasonably suspects any of the following:

3.1 DCHS has mismanaged any funds provided by CITY.

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

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

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

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

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

4.3 That DCHS has received notice that it has been sued or that a lawsuit against DCHS is pending in relation to the collection of any debt owed by DCHS.

4.4 That DCHS has filed a bankruptcy action.

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

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

**5.0 Collection of Humane Officer and Animal Control Officer Fees Related to Impoundments and Costs for Impoundment and Rabies Related Services.** DCHS shall provide CITY with all information in its possession regarding the owner(s) of the animals for which services are provided and the costs of the services provided by DCHS pursuant to this Agreement in order to assist CITY in its collection efforts

against said owners. Such information shall be provided on a monthly basis as billed to the CITY in the form set forth in paragraph 2.1 of this schedule. The parties have agreed upon the form to be used in the reporting of all such information as set forth in the exemplar report attached to this schedule as **Exhibit 2**. CITY agrees that DCHS shall have no duty to collect funds for CITY.

**SCHEDULE A  
(EXHIBIT 1)**

January 10, 2013

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

For services rendered December 1, 2012 – December 31, 2012

	<u>#</u> <u>Animals</u>	<u># Days of</u> <u>Care</u>	<u>Unit</u> <u>Cost</u>	<u>Extended</u> <u>Cost</u>
Impounded Animals – Admitting				
Dogs	XXX		\$55.60	\$XXX
Cats	XXX		\$55.60	\$XXX
Other	XXX		\$55.60	\$XXX
Livestock	XXX		\$55.60	\$XXX
Impounded Animals – Custodial Care				
Dogs	XXX		\$15.50	\$XXX
Cats	XXX		\$15.50	\$XXX
Other	XXX		\$15.50	\$XXX
Livestock	XXX		\$15.50	\$XXX
Impounded Animals – Euthanasia				
Dogs	XXX		\$36.00	\$XXX
Rabies Observations – Custodial Care				
	XXX		\$15.50	\$XXX
Rabies – Test Preparation				
	XXX		\$42.20	\$XXX
Impound Penalties				
	XXX		\$100.00	\$XXX
Amount Due to DCHS under 2012-2013 Contract				\$XXXX

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

**SCHEDULE A  
(EXHIBIT 2)**

January 10, 2013

Admitted Impounded Animals  
Listing of Known Owners

For animals admitted December 1, 2012 - December 31, 2012

<b>Booking No.</b>	<b>Type of Animal</b>	<b>Owner Name</b>	<b>Address</b>
	Dog	XXXX	XXXX
	Cat	XXXX	XXXX
	Other	XXXX	XXXX
	Livestock	XXXX	XXXX
	Dog	XXXX	XXXX
	Dog	XXXX	XXXX

## **SCHEDULE B**

### **Reports**

Costs billed by DCHS to the CITY will be paid with public funds. The parties acknowledge that as a custodian of public funds, the CITY has an interest in understanding the expenses incurred by DCHS in providing services under the Agreement to which this schedule is attached. With that understanding, DCHS agrees to provide CITY with the reports described below.

#### **1.0 Audited Financial Statements.**

1.1 For each year services are provided under this agreement, DCHS shall provide a copy of its audited financial statements to the CITY no later than 180 days after the end of the calendar year. The audited financial statements shall be mailed pursuant to the notice provisions set forth in paragraph 19.1 of the Agreement.

**RESOLUTION REGARDING INDEMNIFICATION AGREEMENT  
FOR 202 SHIRLAND AVENUE**

WHEREAS, the Beloit City Council previously passed a resolution authorizing the City of Beloit (“City”) to purchase real estate in the city at 202 Shirland Avenue (“Property”); and

WHEREAS, said Property is under tax foreclosure proceedings by the County of Rock (“County”) which has stayed the foreclosure proceedings and the vesting of title in the County until such time as the City has agreed to indemnify the County and hold them harmless from any and all liability that might arise out of their taking tax title to said Property; and

WHEREAS, the County has agreed to proceed with the tax foreclosure process and to transfer the Property to the City upon the City’s execution of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Beloit be, and he is hereby, authorized to execute the attached agreement with the County and to proceed to finalize the purchase of said Property and to do all other things necessary and appropriate to carry forth the purposes hereof.

Adopted this 19<sup>th</sup> day of November, 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 БЕЛОIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Resolution regarding Indemnification Agreement for 202 Shirland Avenue

**Date:** November 19, 2012

**Presenter(s):** Thomas R. Casper

**Department(s):** City Attorney

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**Overview/Background Information:**

Rock County (the "County") initiated real estate tax foreclosure proceedings against the real estate located at 202 Shirland Avenue, Beloit, Wisconsin. The site previously was the location of a convenience store/gas station, and the improvements thereon have been removed. It is the County's policy not to take nor transfer title to sites which have potential contamination issues without the City entering into an indemnity and hold harmless agreement in the form attached. The City anticipates sufficient Wisconsin DNR grant monies are available to address any remaining contamination issues.

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

City staff is seeking permission to enter into the attached agreement with the County in order to effectuate the County taking title to 202 Shirland Avenue and transferring the title to the City.

---

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

Approval of this resolution would support goal #1 by focusing on the sustainable stewardship of City resources and protecting both our built and natural environment to enhance the quality of life for current and future generations.

---

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

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

---

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

**Action required/Recommendation:**

Staff recommends adoption of the proposed resolution.

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**Fiscal Note/Budget Impact:**

The expenditure of \$10,552.90 has previously been approved, to be paid out of the wastewater operating budget.



## AGREEMENT

### REGARDING THE PURCHASE OF THE PROPERTY LOCATED AT:

202 Shirland Avenue, Beloit, Wisconsin  
(Rock County Tax Parcel No. 206 13540020)

THIS AGREEMENT is made between the County of Rock, a political subdivision of the State of Wisconsin, with its principal place of business at 51 S. Main Street, Janesville, Wisconsin 53545 (hereinafter "County") and the City of Beloit, a municipal corporation with its principal place of business at 100 State Street, Beloit, Wisconsin 53511 (hereinafter "City").

1. The following described property (hereinafter "Property"), is currently subject to foreclosure by the County for unpaid taxes, plus applicable interest and penalties: 202 Shirland Avenue, Beloit, Wisconsin (Rock County Tax Parcel No. 206 13540020)

2. The City and the County are advised and do believe that the Property was contaminated with hazardous substances, as defined in section 292.01(5), Wis. Stats.; and

3. The County has the right to judgment vesting title to the property in the County, pursuant to sec. 75.521(8), Wis. Stats. However, in the past the County has stayed proceedings with regard to the Property in accordance with its policies directed at avoiding any possible liabilities which may be imposed on parties having an ownership interest in contaminated properties.

4. The City would like to acquire the property from the County pursuant to the applicable provisions of section 75.365, Wis. Stats., and has requested the County to acquire title to the property for the purpose of selling it to the City.

THEREFORE, the City and County agree as follows:

1. Upon final disposition of the foreclosure process, the County will sell the Property to the City for a total sum of \$10,552.90, which amount reflects the payments made by the County to the City in settlement of the City's local share of delinquent property taxes owed for the years, 2007-2011, inclusive.

2. The City agrees to cancel all outstanding charges for special assessments, to assume liability for any 2012 real estate taxes assessed against said parcel, and indemnify, hold harmless, and defend the County from any and all liability including claims, awards, damages, demands, settlement costs, legal expenses and costs of every kind related to the taking of tax title to the property and the sale of the property to the City, pursuant to this Agreement.

3. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein, and no Agreements or promises shall be recognized which are not embodied in this Agreement.

CITY OF BELOIT

ROCK COUNTY

By: \_\_\_\_\_  
Larry N. Arft, City Manager

By: \_\_\_\_\_  
J. Russell Podzilni, County Board Chair

Dated: \_\_\_\_\_, 2012

Dated: \_\_\_\_\_, 2012

Attest:

Attest:

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

By: \_\_\_\_\_  
Lori Stottler, County Clerk

Dated: \_\_\_\_\_, 2012

Dated: \_\_\_\_\_, 2012