



**AGENDA  
BELOIT CITY COUNCIL  
100 State Street, Beloit WI 53511  
City Hall Forum – 7:00 p.m.  
Monday, April 16, 2012**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
  - a. Proclamation declaring April 27, 2012 as **Arbor Day** (Van De Bogart)
  - b. Proclamation recognizing April as **Teenagers Drinking Alcohol Awareness Month** (Debbie Fischer, Director for Youth2Youth of Rock County)
4. PUBLIC HEARINGS
  - a. Resolution authorizing a **Conditional Use Permit** to allow an outdoor seating area and outdoor sales, possession, and consumption of alcohol in a C-3, Community Commercial District, for the property located at 900 Fourth Street, Tilley's Pizza House & Ballyhoo Bar (Christensen)  
Plan Commission recommendation for approval 4-1
  - b. Proposed Ordinance to amend the **Zoning District Map** to change the Zoning District Classification from PLI, Public Lands and Institutions District, to C-1, Office District, for the property located at 250 Garden Lane (Christensen) First reading, suspend rules for second reading  
Plan Commission recommendation for approval 5-0
  - c. Proposed Ordinance to amend the **Zoning District Map** to change the Zoning District Classification from PUD, Planned Unit Development District, to C-3, Community Commercial District and MRO, Milwaukee Road Overlay District for the property located at 1610 Willowbrook Road (Christensen) First reading, suspend rules for second reading  
Plan Commission recommendation for approval 5-0
5. CITIZENS' PARTICIPATION
6. CONSENT AGENDA

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

  - a. Approval of the **Minutes** of the Regular Meeting of April 2, 2012 (Houseman)
  - b. Resolution approving a **Class "B" Beer and "Class B" Liquor License** for Tilley's Pizza House, Inc., d/b/a Club Ballyhoo, located at 900 Fourth Street, Teresa Donovan, Agent (Houseman)  
ABLLC recommendation for approval 5-0-1

- c. Resolution approving a **Retail License Transfer** for Class “B” Beer and “Class B” Liquor License for Tilley’s Pizza House, Inc., d/b/a Club Ballyhoo, Teresa Donovan, Agent from 904 Fourth Street to 900 Fourth Street (Houseman) ABLCC recommendation for approval 5-0-1
- d. Application for **Class “B” Beer and “Class B” Liquor License** for Draeving Companies, LLC, d/b/a Thirsty Badger Bar and Grill, located at 2683 Prairie Avenue, Michael J. Draeving Sr., Agent (Houseman) ABLCC recommendation for approval 6-0
- e. Resolution approving a **Change of Agent** for The Bloomin Apple Beloit, LLC d/b/a Applebee’s Neighborhood Grill & Bar, located at 2680 Cranston Road, to Joshua Seibel (Houseman) ABLCC recommendation for approval 6-0
- f. Report of **Election Board of Canvassers** (Houseman)
- g. Application for **Conditional Use Permit** to allow Indoor Alcohol Sales in a C-2, Neighborhood Commercial District, for the property located at 1451 Madison Road, Rollette Oil Co. (Christensen) Refer to Plan Commission
- h. Application for a **Utility Easement Agreement** for the property located at 321 Broad Street (Casper) Refer to Plan Commission
- i. Resolution authorizing Final Payment of Public Works **Contract C10-14**, Townhall Road Culvert Replacement (Arft)

7. ORDINANCES – none

8. APPOINTMENTS

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

10. CITY MANAGER’S PRESENTATION

- a. Resolution approving **Development Agreement** regarding the 400 Block of East Grand Avenue and amending the 2012 Capital Improvement Budget to fund City Participation (Arft)
- b. Resolution declaring **Official Intent to Reimburse Expenditures** from Proceeds of Borrowing (Arft)
- c. Resolution approving **Farm Leases** between the City of Beloit and Joe and Erica Rebout Farms (Arft)

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Resolution approving a Reciprocal Mutual Aid Fire/EMS Protection **Agreement** (Liggett)

12. ADJOURNMENT

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

Dated: April 11, 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.

**WHEREAS**, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of trees in Nebraska; and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world; and

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

**WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS**, Beloit has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree planting ways;

**NOW THEREFORE**, I, Kevin D. Leavy, President of the Beloit City Council do hereby proclaim April 27, 2012 as

### **ARBOR DAY**

in the City of Beloit and urge all citizens to support efforts to protect our trees and woodlands and to support our city's urban forestry program.

**AND BE IT FURTHER PROCLAIMED** that all Beloit citizens are encouraged to plant trees to brighten the community and promote the well-being of present and future generations.

Dated this 16<sup>th</sup> day of April, 2012.

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Kevin D. Leavy, President  
Beloit City Council

ATTEST:

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Rebecca S. Houseman, City Clerk

**WHEREAS**, underage drinking is especially severe in Wisconsin, and the Wisconsin Youth Risk Behavior Survey consistently finds alcohol use among Wisconsin youth to be above national averages; and

**WHEREAS**, adults who provide alcohol to youth place them at risk for acute impairment and threats to their long term development, and tragic health, social and economic problems; and

**WHEREAS**, underage drinking cost the citizens of Wisconsin \$1 billion in 2010 including medical care, work loss, pain and suffering, youth violence, in addition to traffic crashes attributable to alcohol use which represents the largest costs; and

**WHEREAS**, young people who begin drinking before age 15 are four times more likely to develop alcohol dependence and are two-and-a-half times more likely to become abusers of alcohol than those who begin drinking at age 21, and parental support, monitoring and communication can significantly reduce drinking among adolescents; and

**WHEREAS**, unless you are a parent, legal guardian or spouse of an underage individual and are 21 years of age or older, it is illegal to sell, serve or provide alcohol to underage individuals; and

**WHEREAS**, the Beloit police department routinely conducts both alcohol-age compliance checks at licensed establishments and rigorously enforce laws against selling, serving or providing alcohol to underage youth; and

**WHEREAS**, the Wisconsin Departments of Health Services, Public Instruction and Transportation, in collaboration with regional and local community coalitions and law enforcement, are sponsoring a statewide campaign this April to reduce underage drinking, titled "Parents Who Host, Lose the Most: Don't Be a Party to Teenage Drinking;" and

**NOW, THEREFORE THE CITY COUNCIL PRESIDENT OF THE CITY OF БЕЛОIT** does hereby proclaim April 2012, as:

**TEENAGERS DRINKING ALCOHOL AWARENESS MONTH**

Throughout the City of Beloit; and the citizens, and City Council, support local community coalitions and the Beloit Police Department's education and enforcement of underage drinking violations.

Presented this 16th day of April, 2012.

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Kevin D. Leavy, President  
Beloit City Council

ATTEST:

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Rebecca Houseman, City Clerk



**RESOLUTION**  
**AUTHORIZING A CONDITIONAL USE PERMIT TO ALLOW AN OUTDOOR SEATING AREA AND OUTDOOR SALES, POSSESSION, & CONSUMPTION OF ALCOHOL IN A C-3, COMMUNITY COMMERCIAL DISTRICT, FOR THE PROPERTY LOCATED AT 900 FOURTH STREET**

**WHEREAS**, the application of Tilley's Pizza House & Ballyhoo Bar for a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession, & consumption of alcohol in a C-3, Community Commercial District, for the property located at 900 Fourth Street, having been considered by the City Council of the City of Beloit, Wisconsin at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication on file in the office of the City Clerk.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the City Council of the City of Beloit, Rock County, Wisconsin does hereby grant a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession, & consumption of alcohol in a C-3, Community Commercial District, for the property located at 900 Fourth Street in the City of Beloit, for the following described premises:

Lot 1 of a Certified Survey Map as recorded in Volume 34 on Pages 280-282 of the Certified Survey Maps of Rock County, located in the City of Beloit, County of Rock, State of Wisconsin. Said parcel contains 1.8 acres, more or less.

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

1. This Conditional Use Permit authorizes the 695 square-foot outdoor seating area on the eastern (Fourth Street) side of the building shown in the application attachments and the extension of the sales, possession, & consumption of alcohol into said area, subject to all of the conditions of approval.
2. Prior to establishment of the conditional uses, the applicant shall amend the liquor license for the premises to include the outdoor seating area.
3. The applicant shall obtain a Fence Permit before constructing the fence around the outdoor seating area.
4. The maximum capacity of the outdoor seating area shall be forty-six (46) persons, and the maximum capacity shall be posted inside the building and within the outdoor seating area. The door leading to the outdoor seating area shall be marked as an exit.
5. The outdoor seating area shall include an emergency exit door or gate that is at least three (3) feet wide, and a clear exit path shall be maintained at all times.
6. The applicant shall provide a visible and/or audible fire alarm within the outdoor seating area.
7. Music may not be played in the outdoor seating area after 10:00 PM.

8. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Community Development Director may approve minor changes administratively.

Adopted this 16<sup>th</sup> day of April, 2012.

**BELOIT CITY COUNCIL**

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Kevin D. Leavy, Council 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:** Conditional Use Permit Application for the property located at 900 Fourth Street

**Date:** April 16, 2012

**Presenter(s):** Julie Christensen

**Department:** Community Development

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**Overview/Background Information:**

Tilley's Pizza House & Ballyhoo Bar has filed an application for a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession, & consumption of alcohol in a C-3, Community Commercial District, for the property located at 900 Fourth Street.

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

- The applicant is in the process of constructing a new 5,281 square-foot building and has proposed a 695 square-foot outdoor seating area on the eastern (Fourth Street) side of the building.
  - Patrons will access the outdoor seating area through a door in the bar area, and the outdoor seating area will include an emergency exit.
  - The proposed outdoor seating area will be surrounded by a fence that consists of brick & stone columns and aluminum railings with an overall height of approximately five feet. The brick & stone columns will match the new building.
  - The Plan Commission reviewed this item on April 4, 2012. The Plan Commission adjusted the maximum capacity from 20 square feet per occupant to 15 square feet per occupant, which increases the maximum capacity in recommended condition #4 from 35 persons to 46 persons.
  - Following this modification, the Plan Commission voted 4-1 to recommend approval of the Conditional Use Permit, subject to eight conditions.
- 

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

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

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

- **Reduce dependence upon fossil fuels** – The proposed outdoor seating area is a part of a redevelopment project that will utilize existing public infrastructure. The subject property is within walking distance of residential areas and existing bus routes. The subject property is adjacent to a bike path and a bicycle rack will be provided. All of these factors will reduce our dependence upon fossil fuels.
  - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
  - **Reduce dependence on activities that harm life sustaining eco-systems** – This is an urbanized site.
  - **Meet the hierarchy of present and future human needs fairly and efficiently** – The overall redevelopment of this commercial property will have a positive impact on all stakeholders.
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**Action required/Recommendation:**

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

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

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# CITY OF BELOIT

## REPORT TO THE BELOIT CITY PLAN COMMISSION

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**Meeting Date:** April 4, 2012

**Agenda Item:** 3

**File Number:** CU-2012-01

**Applicant:** Tilley's Pizza House & Ballyhoo Bar

**Owner:** Tilley Corporation

**Location:** 900 Fourth Street

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

**Existing Land Use:** Restaurant & Tavern

**Parcel Size:** 1.8 Acres

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### Request Overview/Background Information:

Tilley's Pizza House & Ballyhoo Bar has filed an application for a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession, & consumption of alcohol in a C-3, Community Commercial District, for the property located at 900 Fourth Street.

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### Key Issues:

- The applicant is in the process of constructing a new 5,281 square-foot building and has proposed a 695 square-foot outdoor seating area on the eastern (Fourth Street) side of the building.
- Patrons will access the outdoor seating area through a door in the bar area, and the outdoor seating area will include an emergency exit.
- The site plan and floor plan for this redevelopment project are attached to this report.
- The proposed outdoor seating area will be surrounded by a fence that consists of brick & stone columns and aluminum railings with an overall height of approximately five feet. The brick & stone columns will match the new building.
- Section 4-804 of the Zoning Ordinance states that outdoor seating areas for bars and/or restaurants are only allowed if reviewed and approved in accordance with the Conditional Use Permit review procedures.
- The outdoor seating area will consist of tables & chairs and the applicant has proposed a capacity of 47 persons. Recently approved outdoor seating areas have used a standard of 20 square-feet per occupant, which computes to a maximum capacity of 35 persons for the proposed outdoor seating area. See recommended condition #4.
- Once the site work has been completed, the subject property will have 85 off-street parking stalls, which complies with the off-street parking requirements contained in the Zoning Ordinance.
- The City's Review Agents have reviewed this application and have not submitted any comments or concerns.
- The attached Public Notice was sent to fifteen (15) nearby property owners. As of this writing, staff has not received any comments or concerns.
- The attached **Location and Zoning Map** shows the location of the parcel involved in this application. The adjacent zoning and land uses are as follows:
  - North: C-3, Community Commercial District; Commercial
  - South: CBD-2, Central Business District – Fringe; Commercial
  - East: C-3, Community Commercial District; Commercial
  - West: PLI, Public Lands & Institutions District; Bike Path
- **Findings of Fact**

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

  - a. *Whether the establishment, maintenance, or operation of the conditional use will be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;*
    - Subject to certain conditions of approval, the proposed outdoor seating area will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
  - b. *Whether the conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted;*
    - The proposed outdoor seating area is adjacent to the new building on the eastern (Fourth Street) side, so noise and lights generated by the outdoor seating area will not negatively impact the use of nearby properties. In addition, the subject property is a part of a large C-3, Community Commercial District that runs along Fourth Street.
  - c. *Whether the conditional use will substantially diminish or impair property values within the neighborhood of the subject property;*
    - On the contrary, the proposed outdoor seating area is part of a major redevelopment of this commercial property that will likely enhance property values within the neighborhood.

- d. *Whether the establishment of the conditional use will impede the normal and orderly development and improvement of the surrounding property;*
  - Not Applicable.
- e. *Whether the exterior architectural design or site layout of the proposed conditional use is so dissimilar or otherwise incompatible with existing or proposed development in the immediate neighborhood that it will cause a depreciation in property values;*
  - The proposed fence will match the new building and will be compatible with adjacent structures.
- f. *Whether adequate utilities, access roads, drainage or other necessary facilities will be available to serve the proposed use at the time of its occupancy or use;*
  - Adequate facilities and infrastructure are available to serve the conditional uses.
- g. *Whether adequate measures will be taken to minimize traffic congestion; and*
  - The subject property includes adequate off-street parking and the proposed use is not expected to cause traffic congestion.
- h. *Whether the conditional use will comply with all applicable regulations of the Zoning Ordinance.*
  - The conditional uses will comply with all other applicable regulations of the Zoning Ordinance.

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

The City's Comprehensive Plan recommends Planned Mixed Use for the subject property and the surrounding area. The redevelopment of this commercial site and the underlying zoning district classification are consistent with the Comprehensive Plan. Consideration of this request supports City of Beloit Strategic Goal #4.

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**Sustainability:**

- **Reduce dependence upon fossil fuels** – The proposed outdoor seating area is a part of a redevelopment project that will utilize existing public infrastructure. The subject property is within walking distance of residential areas and existing bus routes. The subject property is adjacent to a bike path and a bicycle rack will be provided. All of these factors will reduce our dependence upon fossil fuels.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – This is an urbanized site.
- **Meet the hierarchy of present and future human needs fairly and efficiently** – The overall redevelopment of this commercial property will have a positive impact on all stakeholders.

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**Staff Recommendation:**

The Planning & Building Services Division recommends **approval** of a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession, & consumption of alcohol in a C-3, Community Commercial District, for the property located at 900 Fourth Street, based on the above Findings of Fact and subject to the following conditions:

1. This Conditional Use Permit authorizes the 695 square-foot outdoor seating area on the eastern (Fourth Street) side of the building shown in the application attachments and the extension of the sales, possession, & consumption of alcohol into said area, subject to all of the conditions of approval.
2. Prior to establishment of the conditional uses, the applicant shall amend the liquor license for the premises to include the outdoor seating area.
3. The applicant shall obtain a Fence Permit before constructing the fence around the outdoor seating area.
4. The maximum capacity of the outdoor seating area shall be thirty-five (35) persons, and the maximum capacity shall be posted inside the building and within the outdoor seating area. The door leading to the outdoor seating area shall be marked as an exit.
5. The outdoor seating area shall include an emergency exit door or gate that is at least three (3) feet wide, and a clear exit path shall be maintained at all times.
6. The applicant shall provide a visible and/or audible fire alarm within the outdoor seating area.
7. Music may not be played in the outdoor seating area after 10:00 PM.
8. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Community Development Director may approve minor changes administratively.

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

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









# 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-2012-01

1. Address of subject property: 900 4<sup>th</sup> STREET
2. Legal description: LOT 1 CSM IN VOLUME 34 PAGES 280-282

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

Property dimensions are: \_\_\_\_\_ feet by \_\_\_\_\_ feet = \_\_\_\_\_ square feet.

If more than two acres, give area in acres: \_\_\_\_\_ acres.

3. Tax Parcel Number(s): 13510280
4. Owner of record: RONALD TILLEY Phone: 608-362-2859  
2802 CHATSWORTH DR. BELoit WI. 53511  
(Address) (City) (State) (Zip)
5. Applicant's Name: TILLEY'S PIZZA HOUSE (BALLYHOO BAR)  
900 4<sup>th</sup> STREET BELoit WI 53511  
(Address) (City) (State) (Zip)  
362-0241 / 1 / RTILLS@AIM.COM  
(Office Phone #) (Cell Phone #) (E-mail Address)

6. All existing use(s) on this property are: BAR, RESTAURANT

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

A Conditional Use Permit for: BEER GARDEN EATING AREA  
\_\_\_\_\_ in a(n) C-3 Zoning District.

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

Principal use: \_\_\_\_\_

Secondary use: \_\_\_\_\_

Accessory use: \_\_\_\_\_



9. Project timetable: Start date: JUNE 1ST Completion date: 6/15/2012

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: \_\_\_\_\_

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.

Ronald Tilley / RONALD TILLEY / 103-06-12  
(Signature of Owner) (Print name) (Date)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Signature of Applicant, if different) (Print name) (Date)

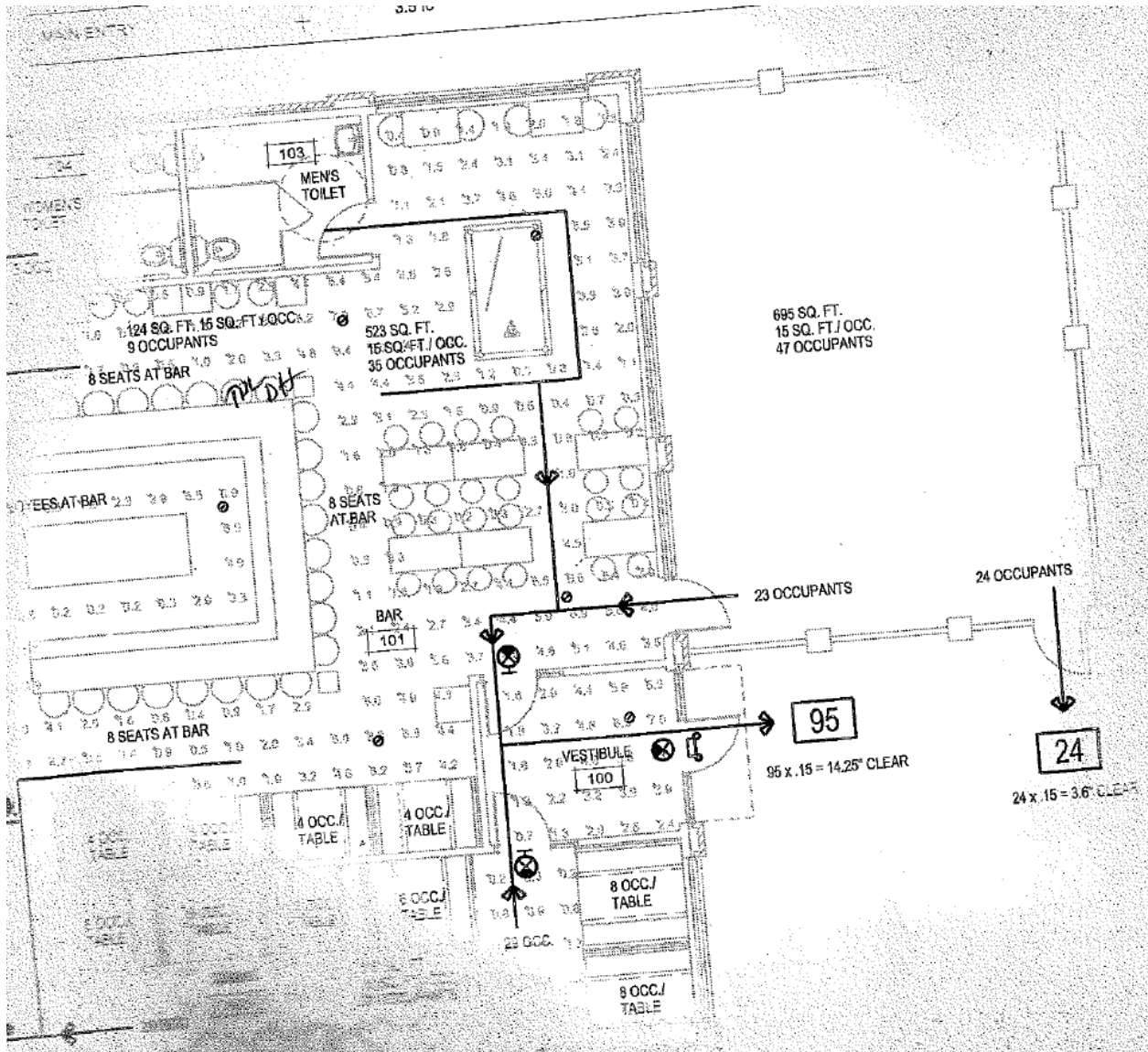
In order for your request to be heard and considered in a timely manner, you must submit the completed application, and all accompanying documents, to the Neighborhood Planning Division for acceptance by the filing deadline date prior to a scheduled Plan Commission meeting.

This application must be submitted with 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: April 4, 2012  
No. of notices: \_\_\_\_\_ x mailing cost (\$0.50) = cost of mailing notices: \$ \_\_\_\_\_  
Application accepted by: D. Pennington Date: 3/7/12







City of  
**BELOIT**, Wisconsin  
Division of Neighborhood Planning

CITY HALL • 100 STATE STREET • BELOIT, WI 53511

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

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

Equal Opportunity Employer

## NOTICE TO THE PUBLIC

March 21, 2012

To Whom It May Concern:

Tilley's Pizza House & Ballyhoo Bar has filed an application for a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession, & consumption of alcohol in a C-3, Community Commercial District, for the property located at:

**900 Fourth Street.**

The applicant is in the process of constructing a new building and has proposed a 695 square-foot outdoor seating area on the eastern (Fourth Street) side of the building.

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

**City Plan Commission:** Wednesday, April 4, 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, April 16, 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.*

CU-2012-01, Tilley's Pizza House, 900 Fourth Street

HI PROPERTY1 LLC  
P O BOX 6614  
LONGMONT, CO 80504

VINCENT G & DELORES O  
STANKEWITZ REVOCABLE TR  
2360 S MADISON RD  
BELOIT, WI 53511  
GUDRUN HAYNES  
209 PORTLAND AVE  
BELOIT, WI 53511

YEON SOO KWON  
2661 E RIDGE RD  
BELOIT, WI 53511

RONALD GREEN  
2034 ADEL ST  
JANESVILLE, WI 53546

THOMAS HOFFMAN ET AL  
TODD MACOMBER  
863 FIFTH ST  
BELOIT, WI 535115255

KIMBERLY A GOVERT &  
MARIANNE MERIS  
1644 OLD FIELD CT  
ROCKTON, IL 61072  
DUANE & SUSAN DREVD AHL  
7435 JOHNSON RD  
BELOIT, WI 53511

BRADDLEY RICHARDS  
RICHARDS & DAVIDSON LLC  
1036 BLUFF ST  
BELOIT, WI 53511

REYES A & CELIA M  
RODRIGUEZ  
947 FIFTH ST  
BELOIT, WI 53511

VIC HANSEN & SONS  
P O BOX 21  
BELOIT, WI 535120021

EDWARD A & MI CHA  
SCOVILLE  
11618 W BELOIT NEWARK RD  
BELOIT, WI 53511  
SARA POPPY  
1740 DUBLIN TRL APT 73  
NEENAH, WI 549561599

DAVID GLEICHSNER  
958 FOURTH ST  
BELOIT, WI 53511

DUANE & SUE DREVD AHL  
953 FOURTH ST  
BELOIT, WI 53511

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

**AN ORDINANCE AMENDING THE  
ZONING DISTRICT MAP OF THE CITY OF БЕЛОIT**

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

**Section 1.** The Zoning District Map of the City of Beloit, mentioned in the Zoning Code, Chapter 19 of the Code of General Ordinances of the City of Beloit, is amended as follows:

The zoning district classification of the following described land, also known as 250 Garden Lane, is hereby changed from Public Lands and Institution (PLI) to C-1, Office District:

THE 36 FT OF TH S 1/2 OF L 105, THE E 36 FT OF THE N 1/2 OF L 105, THE S 1/2 LOT 106, ALL OF L 107, THE N 32 FT L 108, ALL IN HACKETTS ADD, ALSO, PART OF L 232 HACKETTS ALT, PART OF L 259 AS RECORDED V 191 PG 253, ALSO OUTLOT A CSM V 12 PAGES 552-554 (also known as 250 Garden Lane Parcel Number 13530040). Containing 1.48 acres of land, more or less.

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

Adopted this 16<sup>th</sup> day of April, 2012.

**City Council of the City of Beloit**

\_\_\_\_\_  
Kevin D. Leavy, Council President

Attest:

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

Published this \_\_\_\_\_ day of April, 2012

Effective this \_\_\_\_\_ day of April, 2012

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

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Zoning Map Amendment Application for the property located at 250 Garden Lane

**Date:** April 16, 2012

**Presenter(s):** Julie Christensen

**Department:** Community Development

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

Kelly Clobes has submitted a Zoning Map Amendment Application requesting a change in the zoning district classification of the property located at 250 Garden Lane from Public Land and Institution (PLI) District to C-1, Office District. The property is the former Rock County Court House, which has sat vacant for a number of years. The applicant purchased the subject property in 2007 from RVB Partnership and, intends to establish retail and office uses permitted within the C-1 District.

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

- The current PLI District limits the use of the property to public and quasi-public uses (i.e. schools, hospitals, etc.).
- The building on the property is the former Rock County Court House and has sat vacant for a number of years.
- If the Zoning Map Amendment request is approved, the property owner intends to reuse the building to establish office and retail uses permitted within the C-1 District.
- The Planning Commission reviewed this item on April 4, 2012 and voted unanimously (5-0) to recommend approval of the Zoning Map Amendment.
- Property owners within three-hundred (300) feet of the site received the attached Public Notice. Staff received comments from two neighboring property owners supporting the rezoning.

---

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

- The Comprehensive Plan designates this site's future land use as appropriate for "office" uses, with a recommended zoning classification of C-1, Office District.
- Consideration of this request supports Strategic Goal #4.

---

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

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

---

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

- City Council consideration and 1<sup>st</sup> and 2<sup>nd</sup> reading 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:** April 4, 2012

**Agenda Item:** 5

**File Number:** ZMA-2012-04

**Applicant:** Planning and Building  
Services Division

**Owner:** Jagger Bay Properties, LLC.

**Location:** 250 Garden Lane

**Existing Zoning:** Public Lands and  
Institution (PLI)

**Existing Land Use:** Public Institution

**Parcel Size:** 1.48 Acres

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### Request Overview/Background Information:

Kelly Clobes has submitted a Zoning Map Amendment Application requesting a change in the zoning district classification of the property located at 250 Garden Lane from Public Lands and Institution (PLI) District to C-1, Office District. The Building located on the property is the former Rock County Court House, which has sat vacant since Rock County centralized its services to Janesville in 1999. The subject property was sold to RVB Partnership in 2006 and sold to the applicant in 2007. The applicant has proposed to establish a mix of commercial uses permitted by right within the C-1 District if the request to rezone is granted.

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

North: PLI, Public Lands and Institution; C-1, Office District  
South: R-1B, Single-Family Residential; PLI, Public Lands and Institution  
East: PLI, Public Lands and Institution  
West: R-1B, Single-Family Residential

---

### Key Issues:

- The applicant purchased the property in 2007 with intentions to use it for commercial purposes, however, the zoning classification of PLI, Public Lands and Institution does not permit commercial uses.
- The applicant met with Planning Staff in 2010 to discuss their vision and plans for the property. To accomplish their vision for the property, Planning Staff recommended a Zoning Map Amendment to change the zoning from PLI to C-1.
- If the Zoning Map Amendment request is granted, the applicant intends to renovate the interior and exterior of the property and use the property for commercial uses permitted by right within the C-1 District.
- Staff sent the attached Public Notice to nearby property owners within three-hundred (300) feet of the site. The Planning Division has received comments from neighboring residents in support of rezoning the subject property to allow the property to be used for commercial purposes permitted by right within the C-1 District rather than allow it to remain vacant.
- Findings of Fact

Based on Section 2-304 of the Zoning Ordinance, the Plan Commission shall make a recommendation based on the following considerations:

- a. *The existing use of property within the general area of the subject property;*
  - A number of land uses that are residential, institutional, and commercial surround the subject property. The land uses to the North of the subject property are low-rise apartments, a daycare center, parkland, and a church. The land use to the East of the subject property is a parking lot. The land use to the South of the subject property is an office. The land uses to the West of the subject property is a mix of single-family and two-family residential dwellings.
- b. *The zoning classification of property within the general area of the subject property;*
  - The subject property is adjacent to three different zoning districts. The three distinct zoning districts accommodate residential, institutional, and commercial uses. Adjacent to the **northern boundary** of the property are the PLI, Public Land and Institutions District and C-1, Office District. Adjacent to the **eastern boundary** of the property is the PLI, Public Land and Institutions District. Adjacent to the **southern boundary** of the property are the PLI District and R-1B, Single-Family Residential District. Adjacent to the **western boundary** of the property is the R-1B District.
- c. *The suitability of the subject property for the uses permitted under the existing zoning classification; and*
  - Under the existing zoning classification of the PLI District, the property is suitable for public and quasi-public uses (e.g. schools, religious institutions, libraries, parks, etc.).



- d. *The trend of development and zoning map amendments in the general area of the subject property.*
- No recent zoning map amendments have occurred within the general area of the subject property.

---

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

- The Comprehensive Plan designates this site's future land use as appropriate for "office" uses, with a recommended zoning classification of C-1, Office District.
- Consideration of this request supports City of Beloit Strategic Goal #4.

---

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

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

---

**Staff Recommendation:**

Based on the above Findings of Fact, the Planning and Building Services Division recommends **approval** of a Zoning Map Amendment to change the zoning district classification of the property located at 250 Garden Lane from Public Lands and Institution (PLI) to C-1, Office District.

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

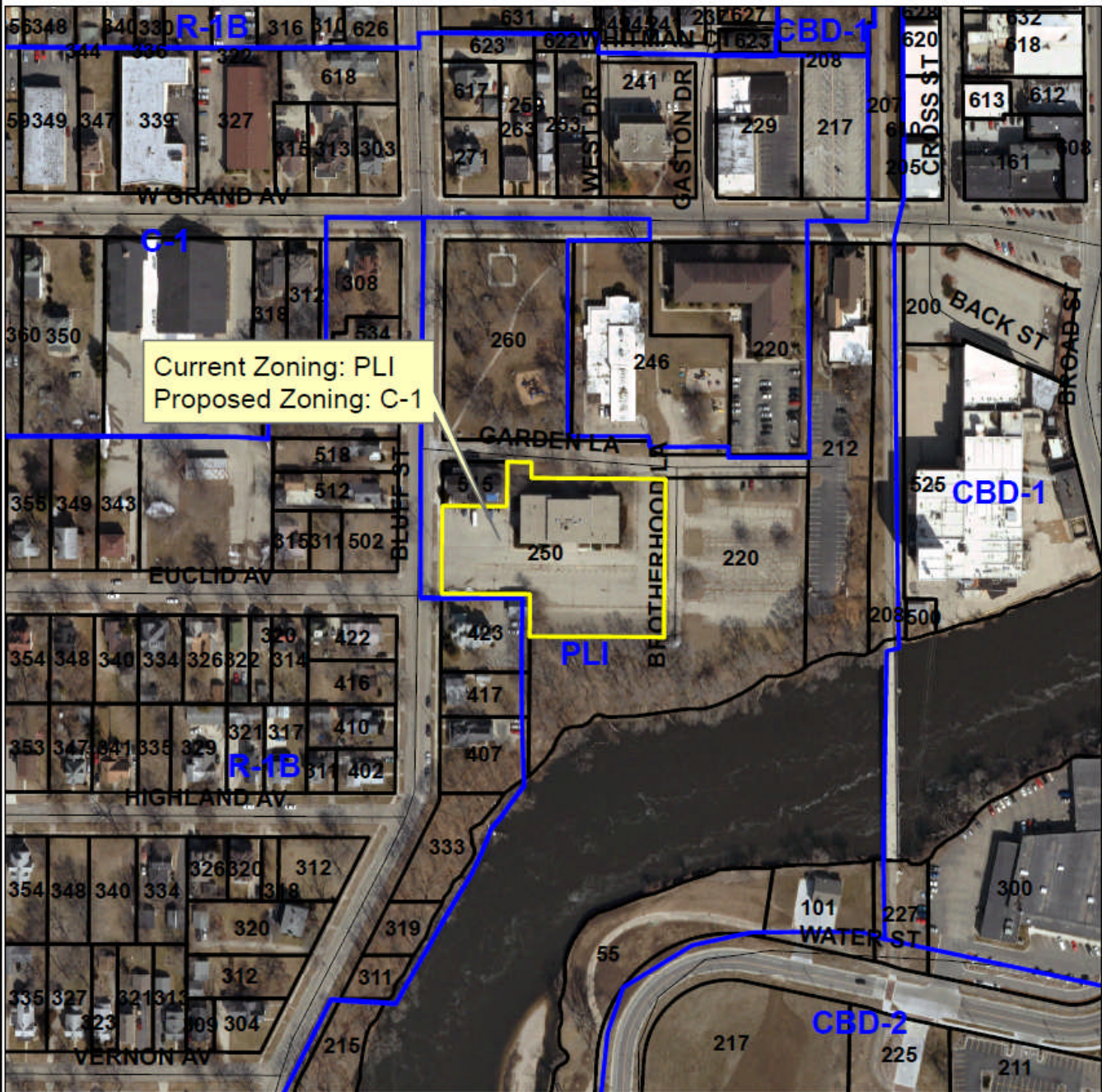
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**Attachments:** Location & Zoning Map, Application, Public Notice, and Mailing List.

# Location & Zoning Map

250 GARDEN LANE

ZMA-2012-04



Current Zoning: PLI  
Proposed Zoning: C-1



1 inch = 213 feet  
0 40 80 160 240 Feet

Legend	
	Zoning District
	Parcels

Map prepared by: Michael D. Lofton II  
Date: March 22, 2012  
For: City of Beloit, Planning & Building Services  
Date of Aerial Photography: April 2011

PLANNING & BUILDING SERVICES DIVISION

# CITY of BELOIT

## NEIGHBORHOOD PLANNING DIVISION

100 State Street, Beloit, WI 53511

Phone: (608) 364-6700

Fax: (608) 364-6609

### Zoning Map Amendment Application Form

(Please Type or Print)

File No.: ZMA-2012-04

1. Address of subject property: ~~220 Bay~~ 250 Garden Lane, Beloit, WI 53511

2. Legal description: Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: attached  
(If property has not been subdivided, attach a copy of the complete legal description from deed.)

Property dimensions are: \_\_\_\_\_ feet by \_\_\_\_\_ feet = \_\_\_\_\_ square feet.

If more than two acres, give area in acres: \_\_\_\_\_ acres.

3. Tax Parcel Number(s): 206 13530040 & ~~206 13530020~~

4. Owner of record: Jagger Bay Properties, LLC Phone: (608) 299-1459

822 Broad St Beloit WI 53511  
(Address) (City) (State) (Zip)

5. Applicant's Name: Kelly Globes

4211 S 122nd St Greenfield WI 53228  
(Address) (City) (State) (Zip)

(608) 299-1459 / (608) 698-0678 / kelly@toubl.com  
(Office Phone #) (Cell Phone #) (E-mail Address)

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

Change zoning district classification from: PLI to: CP

All existing uses on this property are: \_\_\_\_\_

NONE

7. All the proposed uses for this property are:

Principal use(s): \_\_\_\_\_

~~Entertainment Oriented and Sales Oriented~~ , Offices  
Personal Services and

Secondary use(s): \_\_\_\_\_

Repair Oriented

Accessory use(s): \_\_\_\_\_

Parking, ~~Offices~~, Storage of Goods

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

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

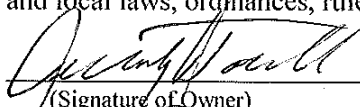
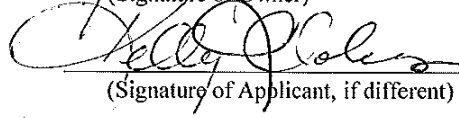
Agent

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

Name(s): <u>Jeremy Toubl and Kelly Clobes</u>		Phone: <u>(608) 698-0678</u>	
<u>822 Broad St</u>	<u>Beloit</u>	<u>WI</u>	<u>53511</u>
<small>(Address)</small>	<small>(City)</small>	<small>(State)</small>	<small>(Zip)</small>

**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.

	,	<u>Jeremy J. Toubl</u>	,	<u>3/16/2012</u>
<small>(Signature of Owner)</small>		<small>(Print name)</small>		<small>(Date)</small>
	,	<u>Kelly J. Clobes</u>	,	<u>3/16/2012</u>
<small>(Signature of Applicant, if different)</small>		<small>(Print name)</small>		<small>(Date)</small>

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

To be completed by Planning Staff			
Filing Fee: <u>\$275.00</u>	Amount Paid: <u>395.00</u>	Meeting Date: <u>April 4, 2012</u>	
Number of notices: _____ x mailing cost (\$0.50) = cost of mailing notices: \$ _____			
Application accepted by: <u>Michael D. Lofton #</u>		Date: <u>3/16/2012</u>	
Date Notice Published: _____		Date Notice Mailed: _____	



CITY HALL • 100 STATE STREET • BELOIT, WI 53511  
Office: 608/364-6700 • Fax: 608/364-6609  
www.ci.beloit.wi.us  
Equal Opportunity Employer

## **NOTICE TO THE PUBLIC**

March 22, 2012

To Whom It May Concern:

Kelly Clobes has submitted a Zoning Map Amendment Application requesting a change in the zoning district classification from Public Land and Institutions (PLI) to C-1, Office District for the property located at:

### **250 Garden Lane**

The applicant is interested in reusing the former Rock County Court Building for office and retail uses. A Location and Zoning Map is attached to this notice.

The following public hearings will be held regarding this application:

**City Planning Commission:** Wednesday, April 4, 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, April 16, 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 Michael D. Lofton II in the Planning and Building Services Division at (608) 364-6708 or [loftonm@ci.beloit.wi.us](mailto:loftonm@ci.beloit.wi.us). Comments will be accepted via telephone, email, and U.S. Mail.*



KMAS GROUP LTD  
916 NORTH AVE  
DES PLAINES, IL 60016

RONALD MOE  
1732 CRANSTON RD  
BELOIT, WI 53511

DWAN SCHULDT  
552 THOMPSON ST  
SOUTH BELOIT, IL 610802012

ERNEST CALVIN  
2419 PRAIRIE AVE  
BELOIT, WI 53511

ATTN: GARY GRABOWSKI BELOIT  
FOUNDATION INC  
2870 RIVERSIDE DR  
BELOIT, WI 53511

NEIGHBORHOOD HOUSING SERVICES  
OF BELOIT INC  
520 W GRAND AVE  
BELOIT, WI 53511

KMAS GROUP LTD  
916 NORTH AVE  
DES PLAINES, IL 60016

MARY BOURQUE  
512 BLUFF ST  
BELOIT, WI 535117456

NEW COVENANT CHURCH  
1169 MILWAUKEE RD  
BELOIT, WI 53511

MICHAEL WORDEN  
518 BLUFF ST  
BELOIT, WI 53511

AMY TRUTTMANN  
1149 EUCLID AVE  
BELOIT, WI 535116008

BETH DOERRFELD  
528 BLUFF ST  
BELOIT, WI 535116102

CHARLES BUSCH  
N6762 LAKE LORRAINE  
DELAVAN, WI 531154282

ST PAULS EPISCOPAL CHURCH  
212 W GRAND AVE  
BELOIT, WI 535116109

MUSA DABECA  
4742 N OAKLEY BLVD  
CHICAGO, IL 60625

AUGUNETTA FARR  
1701 E WILLIAMS DR  
BELOIT, WI 53511

MIGUEL & MARIA CEPEDA  
P O BOX 706  
SOUTH BELOIT, IL 61080

ALEX & DEBRA BLAZER  
3229 RIVERSIDE DR  
BELOIT, WI 53511

FOR HIM INC  
P O BOX 41  
BELOIT, WI 535120041

PEOPLES CHURCH OF BELOIT  
340 W GRAND AVE  
BELOIT, WI 53511

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

**AN ORDINANCE AMENDING THE  
ZONING DISTRICT MAP OF THE CITY OF БЕЛОIT**

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

**Section 1.** The Zoning District Map of the City of Beloit, mentioned in the Zoning Code, Chapter 19 of the Code of General Ordinances of the City of Beloit, is amended as follows:

The zoning district classification of the following described land, also known as 1610 Willowbrook Road, is hereby changed from Planned Unit Development (PUD) to C-3, Community Commercial and MRO, Milwaukee Road Overlay District:

Lot 1 of Certified Survey Map, Volume 22, pages 58-61(also known as 1610 Willowbrook Road Parcel Number 23033000). Containing 1.86 acres of land, more or less.

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

Adopted this 16<sup>th</sup> day of April, 2012.

**City Council of the City of Beloit**

\_\_\_\_\_  
Kevin D. Leavy, Council President

Attest:

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

Published this \_\_\_\_\_ day of April, 2012

Effective this \_\_\_\_\_ day of April, 2012

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

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Zoning Map Amendment Application for the property located at 1610 Willowbrook Road

**Date:** April 16, 2012

**Presenter(s):** Julie Christensen

**Department:** Community Development

---

**Overview/Background Information:**

The City of Beloit has submitted a Zoning Map Amendment Application requesting a change in the zoning district classification of the property located at 1610 Willowbrook Road from Planned Unit Development District (PUD) to C-3, Community Commercial District and MRO, Milwaukee Road Overlay District.

---

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

- The Planning and Building Services Division is in the process of rezoning all PUDs that were approved but were never developed or failed to meet specific conditions of approval.
  - In 2005, the City Council adopted a Resolution authorizing the rezoning of 1610 Willowbrook from C-1, Office District and MRO, Milwaukee Road Overlay District to PUD.
  - The property owner failed to meet all of the listed conditions within the adopted resolution and did not submit a final site plan to the Planning Division. When this occurs, Section 2-402 of the Zoning Ordinance instructs the Plan Commission to remove the land from the PUD zoning district
  - Staff sent the attached Public Notice to nearby property owners within three-hundred (300) feet of the site. Staff received comments from the property owner in support of the rezoning.
  - The Plan Commission reviewed this item on April 4, 2012 and voted unanimously (5-0) to recommend approval of the Zoning Map Amendment.
- 

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

- The Comprehensive Plan designates this site's future land use as appropriate for "recreational, commercial, and office" uses, with a recommended zoning classification of C-3, Community Commercial District.
  - Consideration of this request supports Strategic Goal #4.
- 

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

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

**Action required/Recommendation:**

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

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

---

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

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# CITY OF BELOIT

## REPORT TO THE BELOIT CITY PLAN COMMISSION

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**Meeting Date:** April 4, 2012

**Agenda Item:** 6

**File Number:** ZMA-2012-03

**Applicant:** Planning and Building  
Services Division

**Owner:** McBain Enterprises, Inc.

**Location:** 1610 Willowbrook Road

**Existing Zoning:** Planned Unit  
Development (PUD)

**Existing Land Use:** Undeveloped

**Parcel Size:** 1.86 Acres

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### Request Overview/Background Information:

The City of Beloit has submitted a Zoning Map Amendment Application requesting a change in the zoning district classification of the property located at 1610 Willowbrook Road from Planned Unit Development District (PUD) to C-3, Community Commercial and MRO, Milwaukee Road Overlay District.

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

North: R-1A, Single-Family Residential District

South: M-2, General Manufacturing District

East: C-1, Office District; MRO, Milwaukee Road Overlay

West: C-1, Office District; PLI, Public Lands and Institutions District

---

### Key Issues:

- The Planning and Building Services Division is in the process of rezoning all PUDs that were approved but were never developed or failed to meet specific conditions of approval.
- In May of 2004, the City Council approved an Ordinance amending the zoning district of the property located at 1402 Willowbrook Road, which abuts the southern boundary of the 1610 Willowbrook property, from C-1, Office District and MRO, Milwaukee Road Overlay District to Planned Unit Development District (PUD). The intent of rezoning the property to PUD was to allow for a dense commercial development of four retail buildings with parking on 5.36 acres of land known as the "Willow Brook Village."
- Within one year of the initial approval of the Willow Brook Village PUD, City Council conditionally approved an amendment to the PUD to allow the property owner to incorporate the property at 1610 Willowbrook Road into the existing PUD-Master Land Use Plan and to rezone it from C-1, Office District and MRO, Milwaukee Road Overlay District to PUD. The property owner had proposed to leave the 1610 Willowbrook Road property vacant and only use it to establish a 21-foot high freestanding ground sign at the intersection of Willowbrook Road and Milwaukee Road.
- The property owner did not combine the 1402 and 1610 Willowbrook Road properties into one zoning lot, one of the conditions associated with the amended Willow Brook Village PUD. Moreover, the property owner did not submit a PUD-Final Site Plan to reflect the new changes in the Willow Brook Village PUD.
- Therefore, the previously approved PUD Master Land Use Plan associated with the property at 1610 Willowbrook Road has officially lapsed and is of no further force and effect. When this occurs, Section 2-404 of the Zoning Ordinance instructs the Plan Commission to remove the land from the PUD zoning district.
- A letter informing the current property owner of the proposed Zoning Map Amendment was sent March 5, 2012. The property owner was given an option to object to the proposed Zoning Map Amendment by March 9, 2012. The property owner did contact the Planning and Building Services Division within the given timeframe and did not object to the proposed Zoning Map Amendment.
- Staff sent the attached Public Notice to nearby property owners within three-hundred (300) feet of the site. The Planning and Building Services Division has not received any comments on the rezoning.
- Findings of Fact

Based on Section 2-304 of the Zoning Ordinance, the Plan Commission shall make a recommendation based on the following considerations:

a. *The existing use of property within the general area of the subject property;*

- The land uses within the general area of the subject property are single-family residential, institutional, and commercial. The land uses to the North and West of the subject property are single-family residential. The land use to the East of the subject property is a church. The land use to the South of the property is a strip shopping center.

b. *The zoning classification of property within the general area of the subject property;*

- The subject property is adjacent to four different zoning districts. The four distinct zoning districts accommodate residential, mixed-use developments, and commercial uses. Adjacent to the **northern boundary** of the subject property is R-1A, Single-Family Residential District. Adjacent to the **eastern boundary** of the subject property is the C-1, Office District and MRO, Milwaukee Overlay District. Adjacent to the **southern boundary** of the subject property is PUD, Planned Unit Development. Adjacent to the **western boundary** of the subject property is the C-1 and MRO Districts.
- c. *The suitability of the subject property for the uses permitted under the existing zoning classification; and*
- Under the existing zoning classification of PUD, Planned Unit Development District, the property cannot be used. The property owner did not meet all conditions of the 2005 amended Willow Brook Village PUD (i.e. the condition requiring the property owner to combine 1402 and 1610 Willowbrook Road into one zoning lot) and did not submit the PUD-Final Site Plan to the Planning Division as required in Section 2-400 of the Zoning Ordinance.
  - Rezoning the subject property to C-3, Community Commercial and MRO, Milwaukee Road Overlay District would provide a viable use of the property that is currently not available under the existing zoning. The rezone would also provide consistency with the City's Comprehensive Plan.
- d. *The trend of development and zoning map amendments in the general area of the subject property.*
- In the past decade, properties south of the subject property, which are in an industrial park, were subdivided and rezoned from C-1, Office to M-2, General Manufacturing.

---

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

- The Comprehensive Plan designates this site's future land use as appropriate for "recreational, commercial, and office" uses, with a recommended zoning classification of C-3, Community Commercial District.
- Consideration of this request supports City of Beloit Strategic Goal #4.

---

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

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

---

**Staff Recommendation:**

Based on the above Findings of Fact, the Planning and Building Services Division recommends **approval** of a Zoning Map Amendment to change the zoning district classification of the property located at 1610 Willowbrook Road from Planned Unit Development (PUD) to C-3, Community Commercial and MRO, Milwaukee Road Overlay District.

---

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

---

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



# Location & Zoning Map

1610 WILLOWBROOK ROAD

ZMA-2012-03



1 inch = 213 feet  
0 40 80 160 240 Feet

Legend	
	Zoning District
	Parcels

Map prepared by: Michael D. Lofton II  
Date: March 22, 2012  
For: City of Beloit, Planning & Building Services  
Date of Aerial Photography: April 2011

## PLANNING & BUILDING SERVICES DIVISION

# CITY of BELOIT

## NEIGHBORHOOD PLANNING DIVISION

100 State Street, Beloit, WI 53511

Phone: (608) 364-6700

Fax: (608) 364-6609

### Zoning Map Amendment Application Form

(Please Type or Print)

File No.: ZMA-2012-03

1. Address of subject property: 1610 Willowbrook Road

2. Legal description: Lot:        Block:        Subdivision: Lot 1 of CSM Vol. 22, pp. 58-61

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

Property dimensions are:        feet by        feet = 81,021 square feet.

If more than two acres, give area in acres: 1.86 acres.

3. Tax Parcel Number(s): 23033000

4. Owner of record: MCBAIN ENTERPRISES, INC. Phone: (608) 365-0699

2951 KENNEDY DRIVE BELOIT WISCONSIN 53511

(Address)

(City)

(State)

(Zip)

5. Applicant's Name: CITY OF BELOIT

100 STATE STREET BELOIT WISCONSIN 53511

(Address)

(City)

(State)

(Zip)

(Office Phone #)

(Cell Phone #)

(E-mail Address)

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

*c-3, Community Commercial*

Change zoning district classification from: PUD, Planned Unit Development to: C-1, Office

All existing uses on this property are: \_\_\_\_\_

Vacant Land

7. All the proposed uses for this property are:

Principal use(s): \_\_\_\_\_

N/A

Secondary use(s): \_\_\_\_\_

N/A

Accessory use(s): \_\_\_\_\_

N/A







*Julye*

FILE #	7795
APR 18 2005	
CITY OF БЕЛОIT CITY CLERK	

**RESOLUTION AUTHORIZING AN AMEMENDMENT TO PLANNED UNIT DEVELOPMENT (PUD) MASTER LAND USE PLAN IN A C-1 ZONING DISTRICT, AND AN MRO ZONING DISTRICT**

WHEREAS, the application of McBain Enterprises, Inc. for an amendment to a Planned Unit Development (PUD) Master Land Use Plan called *Willowbrook Village* in a C-1, Office District, and an MRO, Milwaukee Road Overlay District, having been considered by the City Council of the City of Beloit, Wisconsin at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication on file in the office of the City Clerk.

NOW THEREFORE IT IS HEREBY RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin does hereby approve the proposed amendment to a PUD Master Land Use Plan called *Willowbrook Village* on property located at 1402 Willowbrook Road and 1610 Willowbrook Road in the City of Beloit, for the following described premises:

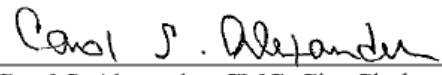
Lot 1 of Certified Survey Map No. 1503762 Volume 24, pages 258-260, City of Beloit, Rock County, Wisconsin and Lot 1 of Certified Survey Map, Volume 22, pages 58-61 (also known as 1402 Willowbrook Road Parcel Number 2303-3005 and 1610 Willowbrook Road Parcel Number 23033000)

As a condition of granting the PUD Master Land Use Plan, the City Council does hereby stipulate the following conditions and restrictions upon the development which are hereby deemed necessary for the public interest:

1. Signage for the development shall be limited to the following: one freestanding monument sign near the intersection of Milwaukee and Willowbrook Roads with a maximum of 103 square feet of sign area, three address identification signs along Willowbrook Road with a maximum of 13 square feet each, and one temporary sign, not to exceed 48 square feet. The City Manager shall approve the final location of the proposed pylon and address identification signs prior to installation. Wall lettering signage shall not exceed 20 square feet per finished tenant space.
2. The applicant shall comply with all conditions of approval for the original PUD Master Land Use Plan (PUD-04-01) and combine the parcels into one zoning lot.
3. The applicant shall submit all signage for Architectural Review for approval prior to the release of any sign permits.
4. The Plan Commission and City Council shall approve any major changes in the adopted conditions or use of this property. The Community Development Director may approve minor changes administratively and allow accessory structures and uses that comply with and meet all of these standards.

Adopted this 18th day of April, 2005.

**BELOIT CITY COUNCIL**  
  
 Terrence T. Monahan, Council President

ATTEST:  
  
 Carol S. Alexander, CMC, City Clerk

FILE # 7795

MAY 3 2004

CITY OF BELOIT  
CITY CLERK

**RESOLUTION AUTHORIZING A PLANNED UNIT DEVELOPMENT (PUD) MASTER LAND USE PLAN TO ALLOW A MULTIPLE BUILDING RETAIL COMMERCIAL COMPLEX IN A C-1, AND AN MRO, ZONING DISTRICTS**

WHEREAS, the application of McBain Enterprises, Inc. for approval of a Planned Unit Development (PUD) Master Land Use Plan to allow a retail commercial complex consisting of four retail commercial buildings with a total of 66,000 square feet in a C-1, Office District, and an MRO, Milwaukee Road Overlay District, having been considered by the City Council of the City of Beloit, Wisconsin at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication on file in the office of the City Clerk.

NOW THEREFORE IT IS HEREBY RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin does hereby approve the proposed PUD Master Land Use Plan to allow a retail commercial complex consisting of four retail commercial buildings with a total of 66,000 square feet on property located at 1402 Willowbrook Road in the City of Beloit, for the following described premises:

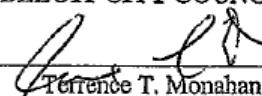
Lot 1 of Certified Survey Map No. 1503762 Volume 24, pages 258-260, City of Beloit, Rock County, Wisconsin; (also known as 1402 Willowbrook Road Parcel Number 2303-3005)

As a condition of granting the PUD Master Land Use Plan, the City Council does hereby stipulate the following conditions and restrictions upon the development which are hereby deemed necessary for the public interest:

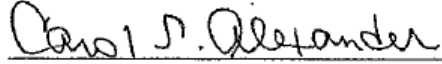
1. Four commercial retail buildings with up to 66,000 square feet shall be permitted and the City Council hereby establishes that the uses allowed under this PUD zoning district shall be those uses permitted in the C-2 zoning district of the Zoning Ordinance.
2. This Planned Unit Development shall be constructed according to the approved PUD Final Plan submitted to and approved by the City Planning office prior to issuance of any building permits and with the following setbacks: 15 feet from the east (front) property line along Willowbrook Road, 11 feet from the north (side) property line, 40 feet from the south (side) property line and approximately 55 feet from the west (rear) property line.
3. Roadway access to this site shall be as indicated on the PUD Final Plan or as otherwise approved by the City Engineer.
4. The applicant shall submit a detailed landscaping plan, including a 6-foot high wood sight-obstructing fence along the west property line as part of the *PUD Final Plan*
5. The exterior architectural appearance of the buildings must be of a design and materials to be in keeping with concept elevation drawings and regulations of the Milwaukee Road Overlay District. The City Manager will have final approval of the building design prior to the issuance of building permits.
6. The Plan Commission and City Council shall approve any major changes in the adopted conditions or use of this property. The Community Development Director may approve minor changes administratively and allow accessory structures and uses that comply with and meet all of these standards.

Adopted this 3rd day of May, 2004.

**BELOIT CITY COUNCIL**

  
Terrence T. Monahan, Council President

ATTEST:

  
Carol S. Alexander, CMC, City Clerk

PUD-04-01, 1402 Willowbrook Road





CITY HALL • 100 STATE STREET • BELOIT, WI 53511

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

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

Equal Opportunity Employer

## **NOTICE TO THE PUBLIC**

March 22, 2012

To Whom It May Concern:

The Planning and Building Services Division has submitted a Zoning Map Amendment Application requesting a change in the zoning district classification from Planned Unit Development (PUD) to C-3, Community Commercial District and MRO, Milwaukee Road Overlay District for the property located at:

### **1610 Willowbrook Road**

On April 18, 2005, the City Council approved a Zoning Map Amendment to Planned Unit Development (PUD) to allow the subject property to be incorporated into the "Willow Brook Village" PUD, a property abutting the southern boundary of the subject property. Upon approval, the property owner did not fully meet the conditions of approval nor submit a PUD-Final Site Plan. Therefore, the previously approved PUD – Master Land Use Plan associated with the subject property has officially lapsed and the PUD zoning classification will be changed to C-3, Community Commercial District and MRO, Milwaukee Road Overlay District. A Location and Zoning Map is attached to this notice.

The following public hearings will be held regarding this application:

**City Planning Commission:** Wednesday, April 4, 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, April 16, 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 Michael D. Lofton II in the Planning and Building Services Division at (608) 364-6708 or [loftonm@ci.beloit.wi.us](mailto:loftonm@ci.beloit.wi.us). Comments will be accepted via telephone, email, and U.S. Mail.*

MCBAIN ENTERPRISES INC  
2951 KENNEDY DR  
Beloit, Wisconsin 53511

Adam W & Cassie M Fjalstad  
1601 Morgan Ter  
Beloit, Wisconsin 53511

Shawn & Pamela Galvin  
1621 Morgan Ter  
Beloit, Wisconsin 53511

Central Christian Church of Beloit  
2460 Milwaukee Road  
Beloit, Wisconsin 53511



**PROCEEDINGS OF THE BELOIT CITY COUNCIL**  
**100 State Street, Beloit WI 53511**  
**Monday, April 2, 2012**

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

1. The meeting was called to order at 7:00 p.m. in the Forum at Beloit City Hall.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
  - a. Vice President Jim Van De Bogart presented a Proclamation supporting participation in “**The Big Read**” Program, “Mark Twain in the Rock River Basin” to Beloit Public Library Director Kristi Howe and declared April 2012 Big Read – Mark Twain in the Rock River Basin Month. File 7148
  - b. Councilor Van De Bogart presented a Proclamation recognizing April as **National Fair Housing Month** to Housing and Community Services Director Teri Downing. File 7148
4. PUBLIC HEARINGS – none
5. CITIZENS' PARTICIPATION
  - a. Kristy Hadrich, 740 Grant Street, thanked the City Council for the opportunity to speak in support of an ordinance that allows backyard chickens in the City. She also submitted 169 signatures on a petition supporting the proposal.
6. CONSENT AGENDA

Councilor De Forest asked that item 6.d. be removed from the Consent Agenda. Councilor Van De Bogart moved to adopt the Consent Agenda, which consists of items 6.a. through 6.c. and 6.e. through 6.k. Councilor Haynes seconded, and the motion carried that the Consent Agenda, except item 6.d., 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 March 19, 2012 were approved.
- b. The resolution awarding **Public Works Contract C12-10**, Mud Jacking, was adopted. File 8536
- c. The resolution awarding **Public Works Contract C12-06**, Mill Street Parking Lot Rehabilitation, was adopted. File 8537
- e. The resolution authorizing Final Payment of **Public Works Contract C11-14**, Park Avenue and Shirland Avenue Reconstruction, was adopted. File 8470
- f. An application for a **Conditional Use Permit** to allow outdoor seating area and outdoor sales, possession, and consumption of alcohol in a C-3, Community Commercial District, for the property located at 900 Fourth Street, Tilley's Pizza House & Ballyhoo Bar, was referred to the Plan Commission. File 8497/8251
- g. An application for a **Zoning Map Amendment** to change the Zoning District Classification from PLI, Public Lands and Institutions District, to C-1, Office District, for the property located at 250 Garden Lane, was referred to the Plan Commission. File 8538
- h. An application for a **Zoning Map Amendment** to change the Zoning District Classification from PUD, Planned Unit Development District, to C-3, Community Commercial District and MRO, Milwaukee Road Overlay District for the property located at 1610 Willowbrook Road, was referred to the Plan Commission. File 7795
- i. An application for a **Class “B” Beer and “Class B” Liquor License** for Tilley's Pizza House, Inc., located at 900 Fourth Street, Teresa Donovan, Agent, was referred to the ABLCC. File 8497

- j. An application for a **Retail License Transfer** for Class “B” Beer and “Class B” Liquor License for Tilley’s Pizza House, Inc., Teresa Donovan, Agent from 904 Fourth Street to 900 Fourth Street, was referred to the ABLCC. File 8497
- k. An application for **Class “B” Beer and “Class B” Liquor License** for Draeving Companies, LLC, d/b/a Thirsty Badger Bar and Grill, located at 2683 Prairie Avenue, Michael J. Draeving Sr., Agent, was referred to the ABLCC. File 8497
- d. City Engineer Mike Flesch presented a resolution authorizing the Final Payment of **Public Works Contract C11-02**, Hawthorne Drive Sewer and Water Extension. Councilor De Forest inquired about a section of the newly-paved road that has been removed and is now gravel, and she said that she would like to withhold the final payment until the project is completely done. Mr. Flesch indicated that withholding the payment is an option but that there are warranties and other safeguards in place to ensure the work is completed properly even after final payment. Councilor De Forest moved to lay this item over until pavement is in place where there is no pavement now, and Newnham seconded. Councilors Leavy and Van De Bogart indicated that there are sufficient guarantees in place to ensure the work is complete. The motion was denied 2-5, with Councilors Newnham and De Forest voting in favor and Councilors Haynes, Van De Bogart, Leavy, Luebke, and Spreitzer voting in opposition. Councilor Luebke made a motion to adopt the resolution as presented, and Councilor Newnham seconded. The motion carried 6-1, with Councilor De Forest voting in opposition. File 8499

7. ORDINANCES – none

8. APPOINTMENTS – none

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- a. Councilor Spreitzer said that he enjoyed serving pancakes at the Welty Center Maple Syrup festival, and he encouraged residents to vote in the Spring Election tomorrow.
- b. Councilor Newnham encouraged people to vote and reminded everyone that local elections can and have been determined by one vote. He also said that it has been an honor to serve on the Council and that he has one meeting left. He said that he is impressed with the organization of the people who support a chicken ordinance, but he also encouraged those who may be opposed to such an ordinance to organize and make sure the Council hears them as well.
- c. Councilor Luebke encouraged people to vote and reminded them that they do not need an identification card in order to vote. He said that he enjoyed attending the Mushing for Meals event, which was a fundraiser for Beloit Meals on Wheels.
- d. Councilor De Forest encouraged everyone to vote and said that she cannot wait to participate in The Big Read by reading Tom Sawyer again. She also thanked Teri Downing for her tireless efforts to promote fair housing in the City of Beloit.
- e. Councilor Haynes said that he appreciates everyone who votes because he was the recipient of a one-vote victory four years ago.
- f. Councilor Van De Bogart said that he attended the Ho-Chunk Nation’s successful vote to approve the Intergovernmental Agreement with the City of Beloit and Rock County, and the Nation is moving forward with their application. He said that he participated in the Meals on Wheels event last weekend and reported on the status of the Downtown Beloit Association Executive Director job, saying that there were 55 applicants, 18 of whom were from the Beloit area. He pointed out that Beloit will host the Wisconsin Main Street Awards Ceremony on April 20<sup>th</sup>.
- g. President Leavy said that the Council is made up of seven different people with seven different attitudes and opinions, but that his colleagues are professional and respect each other. He said that it is clear that all of the Councilors have a passion for Beloit.

10. CITY MANAGER’S PRESENTATION

- a. Director of Community and Housing Services Teri Downing presented an Analysis of **Impediments to Fair Housing** that was created for the U.S. Department of Housing and Urban Development. She thanked Michael Lofton, Samantha Timko, the EOHRC, and others for their participation in creating this document. Ms. Downing discussed the demographic, economic, housing, and lending profiles of the City and how they contribute to impediments to fair housing, and she recommended actions to promote fair housing choices. Councilor De Forest asked what the next step would be to put the recommendations into practice. Ms. Downing indicated that the

first step is to draw attention to these issues. Councilor Spreitzer thanked Ms. Downing for providing the report and asked if we should update our ordinance to include all of the protected classes that the state includes. Councilor Newnham thanked Ms. Downing and commended the work of the Community Development Authority. Councilor De Forest asked about the language barrier that can be an impediment to fair housing, and Ms. Downing said that there are a handful of bi-lingual City employees who assist in communication. Ms. Downing also mentioned that the Latino Service Providers organization assists individuals with applications, and the City assists in funding through CDBG.

#### 11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Mr. Flesch presented a resolution approving **Farm Leases** between the City of Beloit and Joe and Erica Rebout Farms. He said that an alternate proposal was also received, which included a zero-sum transaction with a different farmer for bailing the hay and leaving the land vacant. Councilor Spreitzer made a motion to adopt the resolution, and Councilor Haynes seconded. Councilor De Forest made a motion to lay the item over until April 16<sup>th</sup> and request input from the neighbors about the agricultural use of the property, and Councilor Spreitzer seconded. Councilor Van De Bogart said that it is a good idea to lay this item over because it has not been farmed for many years and the residents may disprove of the land use. Councilor Newnham agreed that it is better to get input from the neighborhood before moving forward. Mr. Flesch indicated that he would mail a notice to the adjacent property owners requesting input regarding the proposed change of use of the property. The motion carried to lay this item over until April 16<sup>th</sup> 7-0.  
File 7834

12. At 8:25 p.m., Councilor De Forest moved to adjourn the meeting, and Councilor Haynes seconded. The motion carried 7-0.

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Rebecca S. Houseman, City Clerk

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

Date approved by Council:

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

**WHEREAS**, an application has been received for a Class "B" Beer and "Class B" Liquor License for Tilley's Pizza House Inc., d/b/a Club Ballyhoo; and

**WHEREAS**, the Alcohol Beverage License Control & Advisory Committee recommends approval for a Class "B" Beer and "Class B" Liquor License.

**NOW, THEREFORE, BE IT RESOLVED**, that the Class "B" Beer and "Class B" Liquor License for Tilley's Pizza House Inc., d/b/a Club Ballyhoo, 900 Fourth Street , Teresa Donovan , Agent , is hereby approved.

Dated this 16th day of April, 2012.

\_\_\_\_\_  
Kevin D. Leavy, 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:** April 10, 2012  
**SUBJECT:** Tilley's Pizza House, Inc.

The Alcohol Beverage License Control Committee recommends approval of the Class "B" Beer and "Class B" Liquor License for Tilley's Pizza House, Inc., d/b/a Club Ballyhoo, 900 Fourth Street, Teresa Donovan, Agent.

Recommendation for approval carried 5-0-1 with Tilley abstaining.

Rebecca Houseman  
City Clerk



# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 20 12 ending 6-30 20 12

Applicant's Wisconsin Seller's Permit Number: <u>456-0000368908-03</u>	
Federal Employer Identification Number (FEIN): <u>39-1175932</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>50.00 Ad 3-22-12</u>
<b>TOTAL FEE</b>	\$

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

County of Rock 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): TILLEY'S PIZZA HOUSE INC

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>RONALD TILLEY</u>	<u>2802 CHATSWORTH DR</u>	<u>BELoit 53511</u>
Vice President/Member	<u>AHSING TILLEY</u>	<u>949 RA VINE</u>	<u>BELoit "</u>
Secretary/Member	<u>JANET TILLEY</u>	<u>2802 CHATSWORTH DR</u>	<u>BELoit "</u>
Treasurer/Member			
Agent	<u>TERESA DONOVAN</u>	<u>1737 AVON N. TOWNLINE RD</u>	<u>BREDHEAD WI 53520</u>

3. Trade Name CLUB BALLYHOO Business Phone Number 362-9969  
 4. Address of Premises 900 4th STREET Post Office & Zip Code BELoit 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 \_\_\_\_\_ and date \_\_\_\_\_ 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.) 900-906 4th KITCHEN, DINING, BAR STORAGE

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? TILLEY CORP
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 22 day of March, 20 12  
Auditha Elson  
 (Notary/Notary Public)  
 My commission expires 9-22-13

Ronald Tilley  
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)  
Janet Tilley  
 (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>3-22-12</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

TREES

# 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 Tilley's Pizza House Inc.  
(registered name of corporation/organization/limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Tilley's Bally Hoo Tavern  
(trade name)

located at 904 4th Street

appoints Teresa Donovan  
(name of appointed agent)

17137 Avon Townline  
(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? 48 years

Place of residence last year 17137 Avon Townline Brodhead

For: Rand Tilley  
(name of corporation/organization/limited liability company)

By: Jen Tilley  
(signature of Officer/Member/Manager)

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

### ACCEPTANCE BY AGENT

I, Teresa Donovan, 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.

Teresa Donovan 3/22/12 Agent's age \_\_\_\_\_  
(signature of agent) (date)

17137 Avon Townline Date of birth \_\_\_\_\_  
(home address of agent)

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

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

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

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Donovan		Teresa		M	
Home Address (street/route)	Post Office	City	State	Zip Code	
17137 Avon Townline		Brodhead	WI	53520	
Home Phone Number	Age	Date of Birth	Place of Birth		
(608) 897-3273			Beloit WI		

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

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Agent** of **Tilley's Pizza House**  
(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? 48 yrs.
- 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. Tilley Corp  
(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. Tilley Corp  
(Name of Wholesale Licensee or Permitted) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name <u>Tilley's Pizza</u>	Employer's Address <u>904 4th St</u>	Employed From <u>1978</u>	To <u>Present</u>
Employer's Name	Employer's Address	Employed From	To

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

Subscribed and sworn to before me.

this 22 day of March, 20 12

[Signature]  
(Clerk/Notary Public)

[Signature]  
(Signature of Named Individual)

My commission expires 9-22-13



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>TILLEY</u>		(first name) <u>JANET</u>	(middle name) <u>J</u>	
Home Address (street/route) <u>2802 CHATSWORTH DR</u>		Post Office	City <u>BELoit</u>	State <u>WI</u> Zip Code <u>53511</u>
Home Phone Number <u>608 362 2859</u>		Age <u>73</u>	Date of Birth	Place of Birth <u>BELoit</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.
- OFFICER of TILLEY'S PIZZA House Inc BallyHoo BAR  
(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? 73 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. TILLEY CORP  
(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. TILLEY CORP  
(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>TILLEY'S PIZZA</u>	Employer's Address <u>902 4th STREET</u>	Employed From <u>1969</u>	To <u>2012</u>
Employer's Name <u>TILLEY'S BALLYHOO</u>	Employer's Address <u>904 4th STREET</u>	Employed From <u>1972</u>	To <u>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 22 day of March, 2017

[Signature]  
(Notary Public)

[Signature]  
(Signature of Named Individual)

My commission expires 9-22-13



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Sing

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)	(middle name)	Social Security Number	
Tilley		Ahsing	-		
Home Address (street/route)		Post Office	City	State	Zip Code
949 Racine Dr.			Beloit	WI	53511
Home Phone Number		Age	Date of Birth	Place of Birth	
608 365-7262		42		Beloit	

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.
- Officer/manager of Tilley's Pizza House & Ballyhoo bar.  
(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? 42 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. TILLEY CORP  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer license; brewery/winery permit or wholesale liquor manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
If yes, identify. TILLEY CORP  
(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
Tilley's P.z.z.c.	902 4th St.	1993	Current.
Tilley's Ballyhoo	904 4th St.	1993	Current.

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 22 day of March, 20 12

[Signature]  
(Clerk/Notary Public)

[Signature]  
(Signature of Named Individual)

My commission expires 9-22-13



Printed on Recycled Paper

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <b>TILLEY</b>		(first name) <b>RONALD</b>		(middle name) <b>F</b>	
Home Address (street/route) <b>2802 CHATSWORTH DR.</b>		Post Office	City <b>BELOIT</b>	State <b>WI</b>	Zip Code <b>53511</b>
Home Phone Number <b>608-362-2859</b>		Age	Date of Birth	Place of Birth <b>BELOIT</b>	

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.
- OFFICER** of **TILLEY'S PIZZA HOUSE INC BALLYHOO BAR**  
(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:

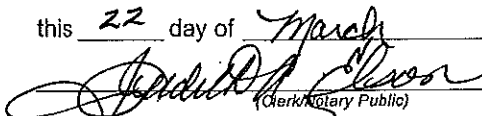
- How long have you continuously resided in Wisconsin prior to this date? **73 YEARS**
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or 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. **TILLEY CORP**  
(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. **TILLEY CORP**  
(Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

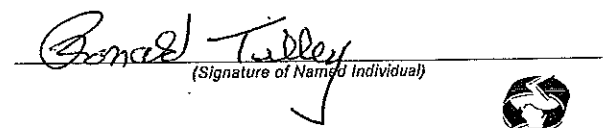
Employer's Name <b>TILLEY'S PIZZA HOUSE</b>	Employer's Address <b>902 4<sup>th</sup> STREET</b>	Employed From <b>1957</b>	To <b>2012</b>
Employer's Name <b>TILLEY'S BALLYHOO</b>	Employer's Address <b>904 4<sup>th</sup> STREET</b>	Employed From <b>1967</b>	To <b>2012</b>

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 **22** day of **March**, 20 **12**

  
(Clerk/Notary Public)

  
(Signature of Named Individual)

My commission expires **9-22-13**



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**RESOLUTION APPROVING A RETAIL LICENSE TRANSFER OF  
CLASS "B" BEER AND "CLASS B" LIQUOR LICENSE FOR  
TILLEY'S PIZZA HOUSE INC., D/B/ A CLUB BALLYHOO**

**WHEREAS**, Teresa Donovan, agent of record for Tilley's Pizza House Inc., d/b/a Club Ballyhoo, has applied for transfer of license for sale of fermented malt beverages and wine from 904 Fourth Street to 900 Fourth Street; and

**WHEREAS**, the Alcohol Beverage License Control & Advisory Committee recommends approval.

**NOW, THEREFORE, IT IS RESOLVED** that the Class "B" Beer and "Class B" Liquor License for Tilley's Pizza House Inc., d/b/a Club Ballyhoo, Teresa Donovan, agent is hereby approved to transfer to 900 Fourth Street as of April 30, 2012.

Adopted this 16th of April, 2012.

\_\_\_\_\_  
Kevin D. Leavy, 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:** April 10, 2012  
**SUBJECT:** Tilley's Pizza House, Inc. Transfer

The Alcohol Beverage License Control Committee recommends approval of the transfer Class "B" Beer and "Class B" Liquor License for Tilley's Pizza House, Inc., d/b/a Club Ballyhoo, from 904 Fourth Street to 900 Fourth Street, Teresa Donovan, Agent.

Recommendation for approval carried 5-0-1 with Tilley abstaining.

Rebecca Houseman  
City Clerk

RETAIL LICENSE TRANSFER – PREMISES TO PREMISES

Wisconsin Department of Revenue

FEE \$ \_\_\_\_\_

APPLICATION FOR TRANSFER OF LICENSES FOR SALE OF FERMENTED MALT BEVERAGES AND/OR INTOXICATING LIQUOR FROM ONE PREMISES TO ANOTHER

Beloit, Wisconsin  
3/27, 2012

To the governing body of the  City  Village  Town of Beloit  
County of Rock Wisconsin.

The undersigned hereby applies for a transfer of Class B license from  
904 4th STREET to 900 4th STREET  
(present location) (proposed location)  
on or about May 7th 2012  
(date)

1. APPLICANT: (print name and address plainly)

(a) Full name of applicant TILLEY'S PIZZA HOUSE INC  
(b) Address 900 4th STREET

2. LOCATION AND DESCRIPTION OF PREMISES TO WHICH APPLICATION FOR TRANSFER IS MADE: Describe building or buildings where alcohol beverages are to be sold, served and stored.

(a) Street number 900 4th STREET  
(b) Trade name of establishment CLUB BALLYHOO  
(c) Physical description of building, buildings and/or land area comprising licensed premises.  
See attached map

(d) Legal description (omit if street address is given above.) \_\_\_\_\_

(e) Is any other business conducted on same premises?  Yes  No If so, what?  
TILLEY CORP

(f) Was this location licensed for beer or liquor during the past year?  Yes  No

(g) Give name and address of previous licensee. 904 4th STREET  
TILLEY CORP

(h) Will the previous licensee surrender its license?  Yes  No

ALL APPLICANTS FOR TRANSFER OF CLASS B LICENSES MUST ANSWER THE FOLLOWING:

3. If granted, state any interest, directly or indirectly, that any brewer, bottler, wholesaler, manufacturer, or rectifier will hold in the premises for which you are applying

NONE

4. If you do not own the fixtures, state the manner, terms and conditions under which said fixtures are held

N/A

State of Wisconsin }  
County of } ss.

Janet Tilley  
(Signature)  
Ronald Tilley

(I) (We), Janet Tilley and Ronald Tilley  
being first duly sworn on oath says that (he/she is) (they are) the person(s) above named and that the answers to the questions in each instance are complete and true.

Janet Tilley  
Ronald Tilley

Subscribed and sworn to before me this

27 day of March, 2012

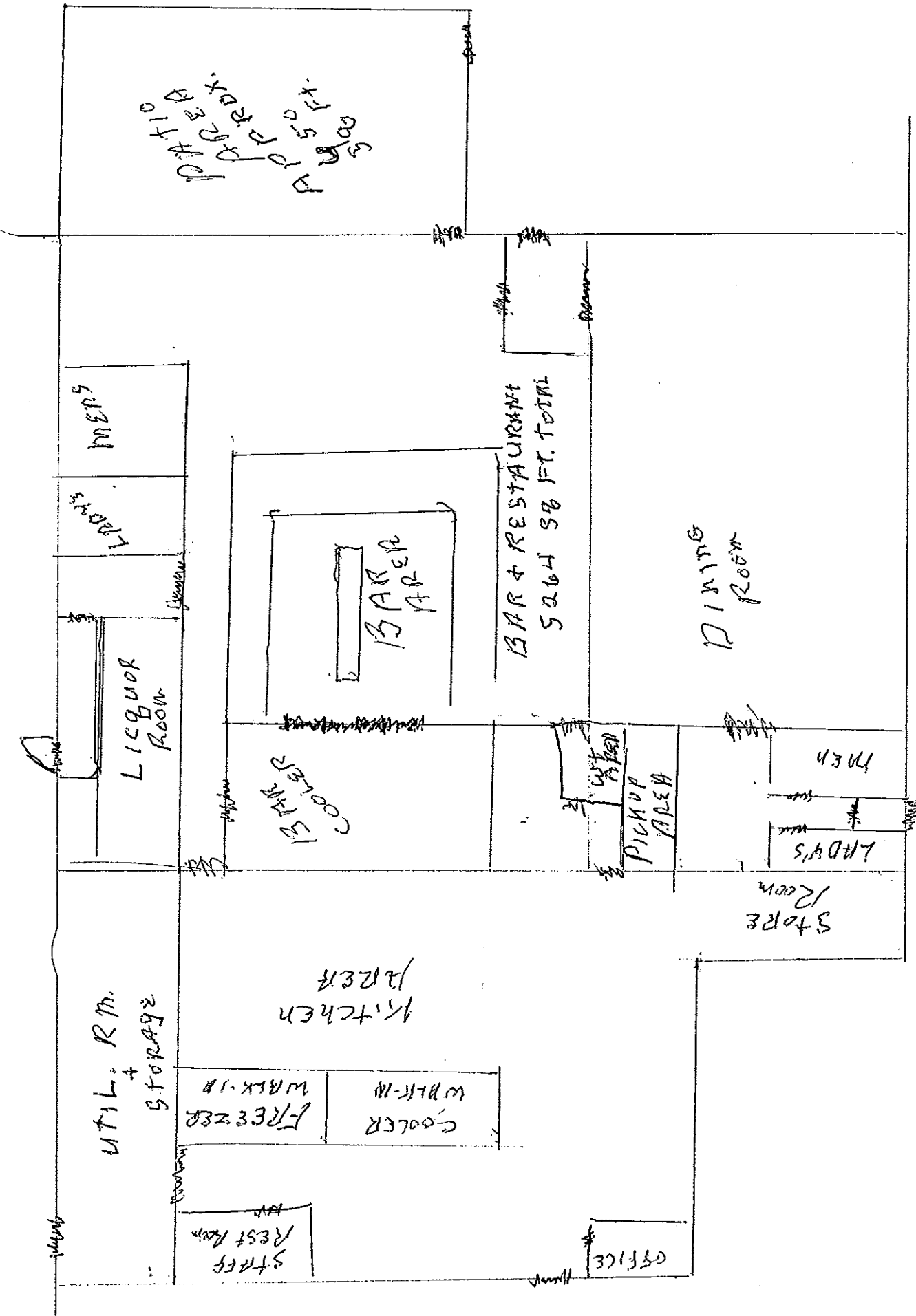
Douglas A. Elson

Notary Public, Rock County, Wis.

My Commission Expires 9-22-13

CLASS OF BUSINESS

_____	_____
Name _____	_____
Original Location _____	_____
Ward _____	_____
Proposed Location _____	_____
Ward _____	_____
License No. _____	_____
Treasurer's Receipt No. _____	_____
Filed _____	_____
Submitted to Council or Board _____	_____
Approved _____ Date _____	_____
Denied _____ Date _____	_____



TILLEY'S PIZZA HOUSE, INC.  
 1115 S. STREET

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

**WHEREAS**, an application has been received for a Class "B" Beer and "Class B" Liquor License for Draeving Companies, LLC, d/b/a Thirsty Badger Bar & Grill; and

**WHEREAS**, the Alcohol Beverage License Control & Advisory Committee recommends approval for a Class "B" Beer and "Class B" Liquor License.

**NOW, THEREFORE, BE IT RESOLVED**, that the Class "B" Beer and "Class B" Liquor License for Draeving Companies, LLC, d/b/a Thirsty Badger Bar & Grill, 2683 Prairie Avenue, Michael J. Draeving, Sr., Agent, is hereby approved.

Dated this 16th day of April, 2012.

\_\_\_\_\_  
Kevin D. Leavy, 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:** April 10, 2012  
**SUBJECT:** Draeving Companies, LLC

The Alcohol Beverage License Control Committee recommends approval of the Class "B" Beer and "Class B" Liquor License for Draeving Companies, LLC, d/b/a Thirsty Badger Bar & Grill, 2683 Prairie Avenue, Michael J. Draeving, Sr., Agent..

Recommendation for approval carried 6-0.

Rebecca Houseman  
City Clerk

# ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 3/23 20 12 ;  
ending 6/30 20 12

TO THE GOVERNING BODY of the:  Town of } Beloit  
 Village of }  
 City of }  
County of Rock 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): Draeving Companies, LLC

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>Michael J. Draeving Sr. 11836 S. County Road H</u>	<u>Beloit, WI 53511</u>
Vice President/Member	<u>Member</u>	<u>Robert L. Draeving Jr. 6107 W. Cleophas Road</u>	<u>Beloit, WI 53511</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Michael J. Draeving Sr.</u>		
Directors/Managers			

3. Trade Name Thirsty Budget Bar & Grill Business Phone Number 608.365.6014  
4. Address of Premises 2683 Prairie 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 10/29/2001 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.) 2683 Prairie Avenue, Beloit, WI 53511 consume inside building sell bar/restaurant area store in storage area (SEE ATTACHED SHEET)

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? \_\_\_\_\_  
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. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor?  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 21 day of March, 20 12

Sherry Westbrook  
(Clerk/Notary Public)

My commission expires 10-27-2013

Michael J. Draeving Sr. - Member  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)  
Robert L. Draeving Jr. - Member  
(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>4-23-12</u>	Date reported to council/board <u>4-2-12</u>	Date provisional license issued _____	Signature of Clerk / Deputy Clerk _____
Date license granted _____	Date license issued _____	License number issued _____	

Applicant's Wisconsin Seller's Permit Number: <u>456-0000279599-02</u>	
Federal Employer Identification Number (FEIN): <u>39-2041267</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Wholesale beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	<u>\$50. Pd 4-23-12</u>
<b>TOTAL FEE</b>	\$

# 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 Draeving Companies, 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

Beer Thirsty Budget Bar & Grill  
(trade name)

located at 2683 Prairie Avenue, Beloit, WI 53511

appoints Michael J. Draeving Sr.  
(name of appointed agent)

11836 S. County Road H, 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? 45 Years

Place of residence last year 11836 S. County Road H, Beloit, WI 53511

For: Draeving Companies, LLC  
(name of corporation/organization/limited liability company)

By: Michael J. Draeving Sr.  
(signature of Officer/Member/Manager)

And: Robert Draeving  
(signature of Officer/Member/Manager)

### ACCEPTANCE BY AGENT

I, Michael J. Draeving Sr.  
(print/type agent's name), hereby accept this appointment as agent for the

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

Michael J. Draeving Sr.  
(signature of agent) 3/21/12  
(date) Agent's age \_\_\_\_\_

11836 S. County Road H, Beloit, WI 53511  
(home address of agent) Date of birth \_\_\_\_\_

### 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)	Social Security Number	
Draeving Sr.		Michael	Jon		
Home Address (street/route)		Post Office	City	State	Zip Code
11836 S. County Road H			Beloit	WF	53511
Home Phone Number		Age	Date of Birth	Place of Birth	
608 362 3303				Beloit, WF	

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 & Agent of Draeving Companies, 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? 45 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer license; brewery/winery permit or wholesale liquor manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
Draeving Machine & Tool, LLC	2710 Prairie Avenue Beloit, WF 53511	1985	Present
Employer's Name	Employer's Address	Employed From	To

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

Subscribed and sworn to before me

this 21 day of MARCH, 2012

Johnny Westbrook  
(Clerk/Notary Public)

My commission expires 10-27-2013

Michael Jon Draeving  
(Signature of Named Individual)



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) (first name) (middle name)			Social Security Number		
Draeving Jr. Robert Leroy					
Home Address (street/route)		Post Office	City	State	Zip Code
6107 W. Cleophas Road			Beloit	WI	53511
Home Phone Number			Age	Date of Birth	Place of Birth
608 3622550					Beloit, WI

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

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

Member of Draeving Companies, LLC. 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? 47 YEARS
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer license, brewery/winery permit or wholesale liquor manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name <u>Draeving Machine Tool, Inc.</u>	Employer's Address <u>2710 Prairie Avenue Beloit, WI 53511</u>	Employed From <u>1982</u>	To <u>Present</u>
Employer's Name	Employer's Address	Employed From	To

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

Subscribed and sworn to before me

this 21 day of March, 2012

Sherry Westbrook  
(Clerk/Notary Public)

Robert Draeving  
(Signature of Named Individual)

My commission expires 10-27-2013



Printed on Recycled Paper

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

**WHEREAS**, the agent of record for The Bloomin Apple Beloit, LLC, d/b/a Applebee's Neighborhood Grill and Bar, located at 2680 Cranston Road is Scott Moen; and

**WHEREAS**, the Alcohol Beverage License Control Committee has recommended that the agent be changed to Joshua Seibel.

**NOW, THEREFORE, IT IS RESOLVED** that the new agent for The Bloomin Apple Beloit, LLC, d/b/a Applebee's Neighborhood Grill and Bar, located at 2680 Cranston Road is Joshua Seibel.

Dated this 16th day of April, 2012.

---

Kevin D. Leavy, President  
Beloit City Council

Attest:

---

Rebecca S. Houseman, City Clerk





**ALCOHOL BEVERAGE LICENSE CONTROL COMMITTEE  
RECOMMENDATION**

**TO:** Beloit City Council  
**FROM:** Alcohol Beverage License Control Committee  
**DATE:** April 10, 2012  
**SUBJECT:** Bloomin' Apple Beloit, LLC

The Alcohol Beverage License Control Committee recommends approval of the Change of Agent on the Class "B" Beer and "Class B" Liquor License for The Bloomin' Apple Beloit, LLC, d/b/a Applebee's Neighborhood Grill & Bar, 2680 Cranston Road, from Scott Moen to Joshua Siebel.

Recommendation for approval carried 6-0.

Rebecca Houseman  
City Clerk

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

Submit to municipal clerk.

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

Town

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

City

The undersigned duly authorized officer(s)/members/managers of The Bloomin Apple Beloit, 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 Applebee's Neighborhood Grill & Bar  
(trade name)

located at 2680 Cranston Road, Beloit, WI 53511

appoints Joshua Seibel  
(name of appointed agent)

334 South Randall Avenue, Janesville, WI 53546  
(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).

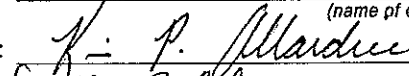
The Bloomin Apple Janesville, LLC


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? 27 years

Place of residence last year 3126 Midvale Drive, Janesville, WI 53545

For: The Bloomin Apple Beloit, LLC  
(name of corporation/organization/limited liability company)

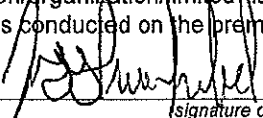
By:   
(signature of Officer/Member/Manager)

And:   
(signature of Officer/Member/Manager)

**ACCEPTANCE BY AGENT**

I, Joshua Seibel, 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.

 3/28/12 Agent's age \_\_\_\_\_  
(signature of agent) (date)

334 South Randall Avenue, Janesville, WI 53546 Date of birth \_\_\_\_\_  
(home address of agent)

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

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

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

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
SEIBEL		JOSHUA			
Home Address (street/route)		Post Office	City	State	Zip Code
334 SOUTH RANDALL AVENUE			JANESVILLE	WI	53546
Home Phone Number		Age	Date of Birth	Place of Birth	
608-295-1609				Oceanside, CA	

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/Manager of The Bloomin Apple Beloit, 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? 27 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. The Bloomin Apple Janesville, LLC  
(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.

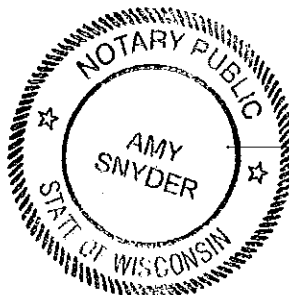
Employer's Name	Employer's Address	Employed From	To
Country Kitchen	3502 Milton Avenue, Janesville, WI	01/01/2000	01/01/2002
Buns & Bagels	1702 West Court St., Janesville, WI	01/01/1999	01/01/2000

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 28th day of March, 2012

[Signature]  
(Clerk/Notary Public)  
 My commission expires 8.26.2012



[Signature]  
(Signature of Named Individual)



## Certification of the Board of Canvassers

We, the undersigned, certify that we are the members of the Board of Canvassers for  
**City of Beloit, Rock County, Wisconsin**

We certify that the attached Tabular Statement of Votes Cast and Summary Statement of the Board of Canvassers, canvassed and prepared by us, are correct and true as compiled from the original returns made to the City of Beloit City Clerk.

We further determine and certify that the following persons received the greatest number of votes for the respective office for which each was a candidate on April 3, 2012.

### OFFICE

### HIGHEST CANDIDATE:

City Councilor

Chuck Kincaid

James E. Van De Bogart

Sheila L. De Forest

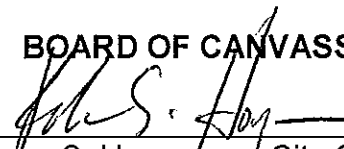
Charles M. Haynes

Municipal Judge

William T. Henderson

### BOARD OF CANVASSERS

(1)

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

(2)

  
\_\_\_\_\_  
Judith A. Elson, Deputy City Clerk

(3)

  
\_\_\_\_\_  
Linda Beyer

(4)

  
\_\_\_\_\_  
Shirley Williams

Date: April 9, 2012

## Summary Statement of the Board of Canvassers

Spring Election – April 3, 2012  
Beloit, Wisconsin

The total number of votes cast for **City Councilperson** was 15,767, of which:

Charles M. Haynes	received	<u>2,357</u> votes.
Kim Mork	received	<u>1,794</u> votes.
Mike Zoril	received	<u>1,795</u> votes.
Chuck Kincaid	received	<u>3,075</u> votes.
Sheila De Forest	received	<u>2,684</u> votes.
James E. Van De Bogart	received	<u>2,938</u> votes.
David Botts	received	<u>1,078</u> votes.

The total number of votes cast for **Municipal Judge** was 3,831, of which:

William T. Henderson	received	<u>3,792</u> votes.
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**Tabular Statement of Votes Cast**  
**CITY OF БЕЛОIT, WISCONSIN**  
 Spring Election - April 3, 2012

(For County Use Only)

For a Partisan Primary, insert political party: N/A

**Office: CITY COUNCIL**

Rep. Unit	Haynes	Mork	Zoril	Kincaid	De Forest	Van De Bogart	Botts	Write-in	Total by Ward
Ward 1	59	62	56	69	68	74	37	0	425
Ward 2	130	154	130	175	153	169	82	3	996
Ward 3	163	141	148	187	160	172	91	0	1062
Ward 4	104	81	72	116	103	95	49	5	625
Ward 5	109	97	107	135	134	143	65	1	791
Ward 6	77	65	56	86	75	88	31	1	479
Ward 7	51	44	26	43	43	55	25	2	289
Ward 8	2	0	0	2	2	2	0	8	16
Ward 9	58	47	48	74	59	79	25	3	393
Ward 10	73	81	65	117	104	100	34	0	574
Ward 11	96	98	91	164	116	155	63	2	785
Ward 12	13	21	15	24	23	16	10	0	122
Ward 13	47	49	32	47	72	57	24	0	328
Ward 14	46	32	24	48	76	54	18	3	301
Ward 15	62	66	70	94	91	99	40	2	524
Ward 16	142	29	21	174	185	138	21	5	715
Ward 17	191	83	79	276	206	217	66	1	1119
Ward 18	92	72	55	122	99	100	37	4	581
Ward 19	76	85	93	116	100	113	41	0	624
Ward 20	72	72	67	96	94	108	37	0	546
Ward 21	70	57	79	100	106	104	26	3	545
Ward 22	186	104	148	236	187	243	85	0	1189
Ward 23	323	184	236	390	294	394	124	1	1946
Ward 24	115	70	77	184	134	163	47	2	792
<b>TOTALS</b>	<b>2357</b>	<b>1794</b>	<b>1795</b>	<b>3075</b>	<b>2684</b>	<b>2938</b>	<b>1078</b>	<b>46</b>	

Total Votes Cast - Candidates: 15721

City Council

Total Votes Cast - Office: 15767

City Council

**Tabular Statement of Votes Cast**  
**CITY OF БЕЛОIT, WISCONSIN**  
Spring Election - April 3, 2012

**Office: CITY COUNCIL**

Rep. Unit	Write-ins
Ward 1	None
Ward 2	Reb Phillips -1; 2 connected arrows without names
Ward 3	None
Ward 4	Tom Larson -1; Mickey Mouse - 1; Donald Duck - 1; David Milzcan - 1 (1 write-in without a connected arrow)
Ward 5	John Sisson - 1
Ward 6	Carol Swanson - 1
Ward 7	Dan Bauling - 2
Ward 8	Jack Daniels -1; Jim Beam -1; Jose Cuelve - 1; Johnny Walker - 1; David Meligan - 1; Mickey Mouse - 1; Donald Duck - 1; Heathcliffe - 1
Ward 9	Larry Riley - 1; Sarah Jones - 1; Geramy Jones - 1
Ward 10	None
Ward 11	Rick DeHart - 1; Mark Stone - 1
Ward 12	None
Ward 13	None
Ward 14	Pam Charles - 2; 1 arrow connected without a name
Ward 15	Mike Zoril - 2 (not clear if voted and written in, not counting toward total)
Ward 16	Liz Ceperlay - 1; Eric Hatland - 1; Joe Caldwell - 1; Based God - 1; Stephen Colbert - 1
Ward 17	Awesome - 1
Ward 18	M. McNulty - 1; D. Vogel - 1; Z. Filbeck - 1; J. Whitcomb - 1
Ward 19	None
Ward 20	None
Ward 21	Fran Fruzen - 1; Debbie Fischer - 1; Nick Popp - 1
Ward 22	None
Ward 23	Mark Woodard - 1
Ward 24	Jeff Reese - 1; Amy Reese - 1



**Tabular Statement of Votes Cast**  
**CITY OF BELOIT, WISCONSIN**  
Spring Election - April 3, 2012

**Office: Municipal Judge**

Rep. Unit	William T Henderson	Write-in	Total by Ward
Ward 1	100	0	100
Ward 2	236	4	240
Ward 3	256	3	259
Ward 4	154	1	155
Ward 5	182	0	182
Ward 6	108	0	108
Ward 7	72	4	76
Ward 8	3	0	3
Ward 9	95	2	97
Ward 10	149	1	150
Ward 11	193	5	198
Ward 12	33	0	33
Ward 13	79	1	80
Ward 14	79	0	79
Ward 15	135	0	135
Ward 16	139	7	146
Ward 17	272	3	275
Ward 18	147	0	147
Ward 19	149	1	150
Ward 20	136	3	139
Ward 21	137	0	137
Ward 22	292	1	293
Ward 23	457	1	458
Ward 24	189	2	191
<b>TOTALS</b>	<b>3792</b>	<b>39</b>	<b>3831</b>

Total Votes Cast - Candidates: 3792  
Municipal Judge  
Total Votes Cast - Office: 3831  
Municipal Judge

**Tabular Statement of Votes Cast**  
**CITY OF BELOIT, WISCONSIN**  
 Spring Election - April 3, 2012

**Office: Municipal Judge**

<b>Unit</b>	<b>Write-ins</b>
Ward 1	None
Ward 2	Mickey Mouse - 1; 3 connected arrows without names
Ward 3	Christopher M. Brooks - 1; 2 connected arrows without names
Ward 4	Judge Wapner - 1
Ward 5	None
Ward 6	None
Ward 7	Randy Bauling - 1; Larry Nolta - 1; 2 connected arrows without names
Ward 8	None
Ward 9	Robert Junig - 1; Lowell Fjalstad - 1
Ward 10	Scott Miller - 1
Ward 11	5 connected arrows without names
Ward 12	None
Ward 13	1 arrow connected without name
Ward 14	None
Ward 15	None
Ward 16	Max Zapf-ge - 1; Poop Bubble - 1; Jow Caldwell - 2; Jake Fischer - 1; 2 arrows connected without a name
Ward 17	Jim Cronin (no arrow) - 1; Steve Meyer - 1; Judd Hirsch - 1
Ward 18	None
Ward 19	1 arrow connected without name
Ward 20	Tim Link - 2; Zac Heeg - 1;
Ward 21	None
Ward 22	1 arrow connected without name
Ward 23	Mark Woodard - 1
Ward 24	Jeff Reese - 1; Braeden A. Milton - 1

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Conditional Use Permit Application for the property located at 1451 Madison Road – Council Referral to the Plan Commission

**Date:** April 16, 2012

**Presenter(s):** Julie Christensen

**Department:** Community Development

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**Overview/Background Information:**

Paul Simon, on behalf of Rollette Oil Co., has filed an application for a Conditional Use Permit to allow indoor liquor sales in a C-2, Neighborhood Commercial District, for the property located at 1451 Madison Road.

---

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

- This convenience store currently sells beer in accordance with their Class “A” Beer license. The applicant now wishes to sell liquor, which requires a Conditional Use Permit in the C-2 district.
  - The applicant must obtain both a Conditional Use Permit and a Class “A” Liquor license before selling liquor on the premises. At the time this application was submitted, the applicant had yet to apply for a Class “A” Liquor license.
  - The applicant has not proposed any changes to the building or site. A copy of the application and floor plan are attached to this report.
- 

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

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

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

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

**Action required/Recommendation:**

- Referral to the Plan Commission for the April 18, 2012 meeting
  - This item will most likely return to the City Council for a public hearing and possible action on May 7, 2012
- 

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

---

**Attachments:** Application & Floor Plan

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**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-2012-02

1. Address of subject property: 1451 MADISON ROAD

2. Legal description: LOT 142 CSM VOL 1 PG 51

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

Property dimensions are: \_\_\_\_\_ feet by \_\_\_\_\_ feet = 30,500 square feet.

If more than two acres, give area in acres: \_\_\_\_\_ acres.

3. Tax Parcel Number(s): 206-12760090

4. Owner of record: ROLLETTE OIL CO Phone: 608-754-0025

2104 BELDIT AVE JANESVILLE WI 53546  
(Address) (City) (State) (Zip)

5. Applicant's Name: PAUL R SIMON

911 SUFFOLK DR JANESVILLE WI 53546  
(Address) (City) (State) (Zip)

608-754-0035 / 608-751-9599 / \_\_\_\_\_  
(Office Phone #) (Cell Phone #) (E-mail Address)

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

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

A Conditional Use Permit for: ADDING CLASS A LIQUOR TO CLASS A BEER

in a(n) C2 Zoning District.

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

Principal use: GAS STATION / CONVENIENCE STORE

Secondary use: \_\_\_\_\_

Accessory use: \_\_\_\_\_

9. Project timetable: Start date: May 1 2012 Completion date: \_\_\_\_\_

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

- Owner
- Leasehold, length of lease: \_\_\_\_\_
- Contractual, nature of contract: \_\_\_\_\_
- Other, explain: \_\_\_\_\_

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

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

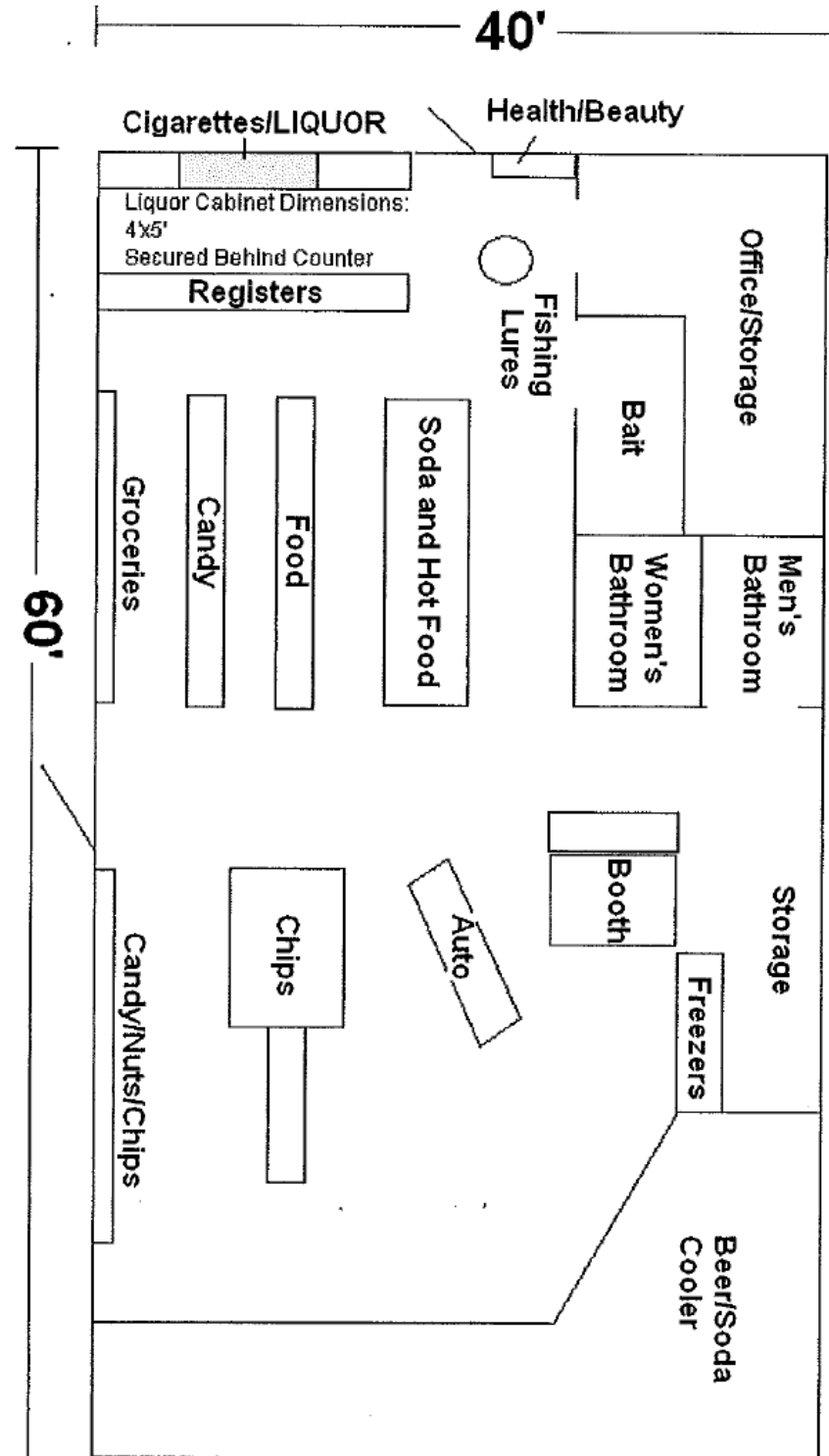
Paul R Simon / PAUL R SIMON / 3/12/12  
 (Signature of Owner) (Print name) (Date)

\_\_\_\_\_/ \_\_\_\_\_ / \_\_\_\_\_  
 (Signature of Applicant, if different) (Print name) (Date)

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

This application must be submitted with 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.

<b>To be completed by Planning Staff</b>		
Filing fee: <u>\$275.00</u>	Amount paid: <u>\$275.<sup>00</sup></u>	Meeting date: <u>April 18, 2012</u>
No. of notices: _____	x mailing cost (\$0.50) = cost of mailing notices: \$ _____	
Application accepted by: <u>Dan Pennington</u>		Date: <u>3/20/12</u>



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

---

**Topic:** Utility Easement Agreement for the property located at 321 Broad Street – Council Referral to the Plan Commission

**Date:** April 16, 2012

**Presenter(s):** Tom Casper

**Department:** City Attorney

---

**Overview/Background Information:**

Windstream KDL, Inc., on behalf of Fat Wallet, has submitted a proposed Utility Easement Agreement that would allow a permanent easement and a temporary construction easement over a portion of the Mill Street parking lot property located at 321 Broad Street.

---

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

- The proposed easements would allow the construction of underground fiber optic cable facilities.
  - The proposed permanent easement area is ten (10) feet in width and is shown on the attached easement exhibit.
  - The proposed temporary construction easement area would be twenty (20) feet in width on both sides of the permanent easement area.
  - As shown on the attached easement exhibit, the proposed permanent easement area is three hundred (300) feet in length and includes portions of the parking lot, sidewalk, and the landscape islands.
  - The City Council must approve the granting of easements over City-owned properties.
- 

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

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

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

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

**Action required/Recommendation:**

- Referral to the Plan Commission for the April 18, 2012 meeting
  - This item will most likely return to the City Council for possible action on May 7, 2012
- 

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

---

**Attachments:** Proposed Utility Easement Agreement & Exhibits



	Underground Fiber Optic Cable Easement Agreement Title of Document
Document Number	

THIS UTILITY EASEMENT AGREEMENT (*Agreement*) is granted by the City of Beloit, a Wisconsin municipal corporation (the *Owner*), to Windstream KDL, Inc. a Kentucky Corporation (the *Utility*).

**RECITALS:**

A. The Owner is the fee holder of certain real property in the City of Beloit, Rock County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibits A & B (the *Property*).

B. The Utility has requested that the Owner grant a permanent easement (the *Easement*) and temporary construction easement (the *Temporary Construction Easement*) over the Property (also referred to as the *Utility Easement Area*).

**AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Grant of Easement.** The Owner grants to the Utility, and its licensees, a perpetual easement and right-of-way to construct, reconstruct, maintain, operate, supplement, and remove fiber optic cable facilities, and other related fixtures, equipment, and appurtenances that may from time to time be required, with the right of ingress and egress for the purpose of this grant, within the Utility Easement Area. all improvements shall be located below grade, and the Utility shall not install anything above grade or in any fashion that would affect the appearance of the surface of the real property or limit access to the real property. The Utility acknowledges that the real property is used for parking lot purposes. The Utility agrees to construct all such improvements no later than May 18, 2012 (the *Final Completion Date*). The Utility also agrees to use the grant of easement only for the specific purposes described above and for no other purpose, and this grant is not assignable by the Utility to others for other uses nor shall it be construed to create a common utility corridor. The grant of easement is exclusive for the purposes described.

**2. Temporary Construction Easement.** During the period of construction or installation of improvements within the Property, the Utility shall have a Temporary Construction Easement over those portions of the Property located within 20 feet of the Utility Easement Area for the purpose of transporting equipment and materials in connection with the construction or installation of improvements within the Property. The Temporary Construction Easement shall expire on the earlier to occur of (a) completion of installation as contemplated in Section 1 above, or (b) the Final Completion Date as specified in Section 1 above.

**Recording Area**

**Name and Return Address**

Windstream Network Real Estate  
Attn: Dolly Kyle  
11101 Anderson Drive, Ste. 306  
Little Rock, AR 72212  
Phone: 501-748-7000  
Job #718616616

**Parcel Identification Number (PIN)**

This is not homestead property.

**3. Indemnification.** The Utility shall indemnify the Owner from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the Utility's activities conducted in the Utility Easement Area, except to the extent caused by the negligence or misconduct of the Owner or its agents or employees.

**4. Consistent Uses Allowed.** The Owner reserves the right to use the Easement and the Temporary Construction Easement for purposes that will not interfere with the Utility's full enjoyment of the Easement rights granted in this Agreement. The Owner specifically reserves the right to alter and improve the surface area of the Easement for purposes consistent with use of the Property as a parking lot, and the Utility agrees that the elevation of the surface area may be increased, but not permanently decreased, that paved bike paths and walkways may be installed, and landscaping consistent with parking lot purposes may occur.

**5. General Compliance.** The Utility, at its own expense, and with all due diligence, shall observe and comply with all laws, ordinances, rules, and regulations which are now in effect or may later be adopted by any governmental authority, and which may be applicable to the Utility Easement Area or any improvement on it or any use of it.

**6. Environmental Laws.** In furtherance and not in limitation of the foregoing paragraph, the Utility must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type occurs caused by the Utility upon or from the Utility Easement Area the Utility shall immediately notify Owner and shall, at the Utility's own expense, clean and restore the Utility Easement Area to the satisfaction of the Owner and any governmental body or court having jurisdiction of the matter.

**7. Disturbance of Surface and Restoration of Surface.** The Utility shall restore the surface disturbed by any construction or maintenance of any equipment located within the Easement or the Temporary Construction Easement to its condition before the disturbance. The Utility shall make every reasonable effort not to disturb any trees, nor shall any underground boring activities be done in such a fashion as to damage the root systems of any trees or otherwise damage the viability of the trees. In the event that the Utility does disturb or damage any trees, the Utility shall restore, cause to have restored or pay reasonable sum for such trees.

**8. Covenants Run with Land.** All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Utility and their respective successors and assigns. The party named as Owner in this Agreement and any successor or assign to the Owner as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to claims arising after the party has transferred its fee simple interest in the Property.

**9. Non-Use.** Non-use or limited use of the Easement or Temporary Construction Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement or Temporary Construction Easement rights to the fullest extent authorized in this Agreement.

**10. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

**11. Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Rock County, Wisconsin.

**12. Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

**13. Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

**14. Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

**15. Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable and documentable costs, including reasonable attorney fees, from the nonprevailing party.

**16. No Public Dedication.** Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

Dated: \_\_\_\_\_

**OWNER:**

**UTILITY:**

CITY OF BELOIT

WINDSTREAM KDL, INC.

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

By: \_\_\_\_\_  
Signature of Officer, Authorized Signatory

**ATTEST:**

\_\_\_\_\_  
Printed Name of Officer, Authorized Signatory

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

STATE OF WISCONSIN     )  
  )SS  
COUNTY OF ROCK         )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, the above-named Larry N. Arft, City Manager and Rebecca S. Houseman, City Clerk, to me known to be such City Manager and Clerk of the City of Beloit, and to me known to be the persons who executed the foregoing instrument as such officers of said City, by its authority.

\_\_\_\_\_  
Notary Public, Rock County, Wisconsin  
My Commission is permanent  
or expires: \_\_\_\_\_

STATE OF                     )  
  )SS  
COUNTY OF                 )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, the above-named \_\_\_\_\_, of Windstream KDL, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public  
My commission is permanent  
or expires: \_\_\_\_\_

This document was drafted by:  
Thomas R. Casper, City Attorney  
100 State Street  
Beloit, WI 53511  
tdh/files/11-1029/Easement=110527-0853 (cfn)

EXHIBIT "A"

Commencing at a found iron pipe on the South line of said lot 4, said iron pipe being North 78°26'30" West 134.0 feet from the Southeast corner of said lot 4; thence continuing along said South line North 78°26'30" West 252.04 feet to the Southeasterly line of said easement and the place of beginning; thence South 52°44'00" West 22.17 feet to the Easterly right of way line of Broad Street; thence North 14°04'00" West 10.88 feet along said right of way line; thence North 52°44'00" East 152.94 feet; thence North 54°32'30" East 89.00 feet; thence North 30°04'45" East 48.92 feet; thence South 59°55'15" East 10.00 feet; thence South 30°04'45" West 51.08 feet; thence South 54°32'30" West 91.00 feet; thence South 52°44'00" West 134.89 feet to the place of beginning.



**RESOLUTION  
AUTHORIZING FINAL PAYMENT OF  
PUBLIC WORKS CONTRACT C10-14  
Townhall Road Culvert Replacement**

**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 Custom Ditching, Inc. be paid \$4,393.28 as the final payment for Contract C10-14 Townhall Road Culvert Replacement, as recommended by the City Engineer.

Dated at Beloit, Wisconsin this 16th day of April, 2012.

City Council of the City of Beloit

\_\_\_\_\_  
Kevin D. Leavy, President

ATTEST:

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



# CITY OF БЕЛОIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL



**Topic:** Final Payment for Contract C10-14, Townhall Road Culvert Replacement

**Date:** April 16, 2012

**Presenter(s):** Mike Flesch

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

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**Overview/Background Information:**

This project replaced the failing stone arch culvert on Townhall Road near East Colley Road.

---

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

1. The requirements of the contract have been completed to the satisfaction of the City.
2. The awarded contract amount was \$ 154,528.91  
Quantity increases and change orders \$ 21,516.11  
Net payment due contractor \$ 176,045.02
3. The City Engineer, City Attorney, and Director of Accounting recommend that a final payment be made to Custom Ditching, Inc. in the amount of \$4,393.28

---

**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.**
  - This project replaced the damaged culvert thereby increasing the safety and reliability of this critical transportation corridor.

---

**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**  
This project will protect the roadway from erosion.

---

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

---

**Action required/Recommendation:**

Approval of the Resolution authorizing the Final Payment.

---


**Fiscal Note/Budget Impact:**

Adequate funding is available in the 2010 Capital Improvement Plan.

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

---

**TO:** Mike Flesch

**FROM:** Andy Hill, Project Engineer 

**DATE:** March 12, 2012

**SUBJECT:** Final Payment Contract C10-14  
Townhall Road Culvert Replacement

The work on this project was completed on July 8, 2011. I have inspected the work and find it to be satisfactory and in compliance with the requirements of the contract. The contractor has asked for final payment. The project was inspected by R. H. Batterman Co. The final payment quantities have been approved by the contractor.

The original contract amount was for \$154,528.91, and the final contract amount is \$176,045.02. The increase in cost was primarily due to substitution of new granular fill material in place of the former structure. A detailed variance report is attached. Payments to date under this contract total \$171,651.74, and all lien waivers from subcontractors are on file.

Therefore, I recommend a final payment in the amount of \$4,393.28 be made to Custom Ditching, Inc.

**Hill, Andrew**

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**From:** Casper, Thomas  
**Sent:** Wednesday, April 04, 2012 9:51 AM  
**To:** Hill, Andrew  
**Cc:** Hanson, Theresa  
**Subject:** final pay Townhall culvert

Andy, I have reviewed and approved the final pay packet on this project. I will return it to you today for normal processing.

---

April 16, 2012

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

The undersigned Kevin D. Leavy, duly elected President of the Beloit City Council, subject to confirmation by the Beloit City Council, does hereby appoint the following citizen members to the vacancies and terms indicated below, said appointments being pursuant to nominations made and approved by the Appointment Review Committee at the regular meeting held April 9, 2012:

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Kevin D. Leavy, President  
Beloit City Council

**Appointments**

**Municipal Library Board**

**Samantha Johnson**, 2518 Sunset Drive (replacing Theron Seitz) to a term ending June 30, 2013

**Plan Commission**

**Stephen F. Smith**, 2602 Chatsworth Avenue (replacing Daniel Boutelle) to a term ending April 30, 2015.

**Police and Fire Commission**

**Leesa MacGowan**, 2400 Clifcorn Drive (replacing Betty Jo Bussie) to a term ending April 30, 2017.

**PLEASE ANNOUNCE THE FOLLOWING VACANCIES**

Appointment Review Committee (1 vacancy for resident)  
Board of Appeals (2 vacancies for residents)  
Board of Ethics (1 vacancy for former City Councilor, 2 vacancies for residents)  
Board of Review (1 vacancy [as Alternate] for resident)  
Community Development Authority (1 vacancy for resident)  
Disabled Parking Enforcement Assistance Council (2 vacancies for residents with disabled plates)  
Municipal Golf Committee (1 vacancy for youth representative)  
Park, Recreation & Conservation Advisory Commission (1 vacancy for youth)  
Traffic Review Committee (1 vacancy for resident)

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT  
REGARDING THE 400 BLOCK OF EAST GRAND AVENUE  
AND AMENDING THE 2012 CAPITAL IMPROVEMENT BUDGET  
TO FUND CITY PARTICIPATION**

WHEREAS, the Wagner site located at 422, 430 and 432 East Grand Avenue became vacant in 2001 and has steadily deteriorated over the past 11 years; and

WHEREAS, efforts to market the property have been unsuccessful during that time; and

WHEREAS, Hendricks Commercial Properties LLC (“Hendricks”) purchased the Wagner site in 2011 and began exploration of redeveloping the Wagner site, along with two adjacent properties at 416 and 418 East Grand Avenue, into a new mixed-use redevelopment project; and

WHEREAS, Hendricks has approached the City of Beloit (“City”) requesting that the City enter into a public/private partnership to address a gap analysis showing the project would not be economically feasible without public participation; and

WHEREAS, the City is desirous of having the site redeveloped, as it is a critical downtown location and such a development could be a significant catalyst to other featured downtown redevelopment projects; and

WHEREAS, Hendricks and the City have reached an agreement on the public/private partnership as reflected in the attached Development Agreement; and

WHEREAS, the Development Agreement further provides the City with an option to acquire certain property at the Eclipse Center for purposes of developing a police department facility at the Eclipse Center site when conditions warrant, although the City is under no duty to exercise said option; and

WHEREAS, the City Council of the City of Beloit, Rock County, Wisconsin deems that said Development Agreement, including the option therein, is in the best interests of the City; and

WHEREAS, it will be necessary to amend the 2012 Capital Improvement Budget and appropriate additional funds to accommodate the City’s participation in the Development Agreement to provide for the issuance of \$800,000.00 in CDA Lease Revenue Bonds and \$200,000.00 of fund balance.

NOW, THEREFORE, BE IT RESOLVED that the attached Development Agreement be, and it is hereby, approved.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and he is hereby, authorized to execute the Development Agreement and the attached Option to Purchase and to do all other things necessary to carry out the purposes of the Development Agreement.

BE IT FURTHER RESOLVED that the 2012 Capital Improvement Budget is hereby amended and additional funds are appropriated as follows:

**FUNDING:**

CDA Lease Revenue Bonds – P4506615-490004-2012 .....	\$800,000.00
Fund Balance – P4506615-4999-2012 .....	<u>\$200,000.00</u>
Total .....	<u>\$1,000,000.00</u>

**EXPENDITURES:**

<u>Project Name</u>	<u>Original</u>	<u>Amended</u>	<u>Difference</u>
East Grand Avenue Rehab Project Developer Incentive – P4506615-5563-2012 .....	\$0.00	\$1,000,000.00	<u>\$1,000,000.00</u>
Total .....			<u>\$1,000,000.00</u>

Adopted this 16<sup>th</sup> day of April, 2012.

**City Council of the City of Beloit**

---

**Kevin D. Leavy, President**

**Attest:**

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**Rebecca S. Houseman, City Clerk**

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL



**Topic:** Resolution approving a Development Agreement Regarding the 400 Block of East Grand Avenue and Amending the 2012 Capital Improvement Budget to Fund City Participation together with companion Resolution declaring intent to reimburse expenditures from proceeds of borrowing.

**Date:** 4/16/12

**Presenter(s):** Andrew Janke

**Department(s):** Economic Development

**Overview/Background Information:** Referred to as the Wagner's site, the properties located at 422, 430, and 432 East Grand Avenue were vacated in 2001 and has steadily deteriorated over the past 11 years. In late 2011, Hendricks Commercial Properties (Hendricks) purchased the Wagner's site for \$207,000 and began the exploration of possibly redeveloping the site, along with two adjacent properties at 416 and 418 East Grand, into a new mixed-use redevelopment project. Earlier this year Hendricks approached the City requesting to enter into a public-private partnership to address a gap analysis (See Attached) that showed the project would not be economically feasible without public participation. That gap analysis indicated a gap of \$1,000,000. The City is desirous to redevelop the site as it is in a critical downtown location and such a development could be a major catalyst to future downtown redevelopment projects. Therefore, the City is proposing to use the financial resources of its Tax Increment Finance District (TID) #5 to close the developer-identified gap. Time is of the essence for both the City and Hendricks as TID #5's expenditure period is ending in September 24, 2012 and in order for the City to participate in the project, we must finalize all contracts by that date. The City and Hendricks have negotiated a Development Agreement that articulates the terms and conditions required by both parties to move the project forward. Key issues included in the Development Agreement include:

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

1. To assemble the redevelopment site Hendricks has purchased 422, 430, and 432 East Grand Avenue and is in the process of purchasing 416 and 418 East Grand Avenue. Once the site is assembled and prepared Hendricks will construct a new four-story, 40,000 square foot building on the site that will include three stories of upper floor residential space and space for retail and/or commercial on the ground floor.
2. The City will provide a TID #5 funded grant to Hendricks to reimburse them for approved and documented costs associated with property acquisition, relocation, environmental remediation, demolition, and site preparation in an amount not to exceed \$1,000,000. The grant payments shall be made in three installments as articulated in the Development Agreement.
3. Hendricks proposes to begin demolition on the site no later than July 15, 2012 with construction beginning no later than October 1, 2012. Construction is scheduled to be completed by September 1, 2013.
4. A Phase I environmental study has been conducted on the main portion of the site and Hendricks has agreed to cooperate if a Phase II or other studies are required. Hendricks is responsible for any costs associated with remediation (including asbestos removal) but is only eligible for reimbursements for those costs that can be accommodated within the \$1,000,000 grant limitation.
5. The Development Agreement provides an option for the City of Beloit to purchase a portion of the Eclipse Center for a future Police Station. The City could purchase the site if conditions warrant but does not required the City to purchase it at any time. The option period is for 5 years and if exercised, the total purchase price would be \$1.00.

**Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.):** This business development project clearly supports Goal #2 since it has the potential to create new jobs and will leverage new private investment. The project also supports Goal #4 as it supports community revitalization.

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

- **Reduce dependence upon fossil fuels**  
This redevelopment project is an excellent example of compact inner city redevelopment.



- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**  
NA
- **Reduce dependence on activities that harm life sustaining eco-systems**  
The proposed development will not impact wetlands or sensitive wildlife.
- **Meet the hierarchy of present and future human needs fairly and efficiently**  
The project achieves this as it utilizes the redevelopment of an existing urban site and therefore will not contribute to urban sprawl. No new public infrastructure will need to be extended.

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

---

**Action required/Recommendation:** Staff recommends approval of both resolutions.

---

**Fiscal Note/Budget Impact:** Current cash flow in TID #5 will be adequate to meet the grant obligations using a combination of cash balances and lease revenue bonding. Council will need to amend the 2012 Capital Improvement Budget and appropriate additional funds including the issuance of \$800,000 in CDA Lease Revenue Bonds and \$200,000 of und balance. The new development itself will generate new cash flow to the district over its remaining life in the amount of \$496,930. To properly conform to Treasury Regulations it is also necessary to adopt a companion resolution declaring our intent to reimburse expenditures from the proceeds of the lease revenue bonds to be issued.

**DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** is made this [redacted] day of [redacted], 2012, by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter “City”) and Hendricks Commercial Properties LLC, a Wisconsin limited liability company, with its principal place of business located at 355 Third Street, Suite 301, Beloit, Wisconsin 53511 (hereinafter “Hendricks”).

**RECITALS**

**WHEREAS**, Hendricks recently purchased a portion of a redevelopment site in downtown Beloit; said redevelopment site is located at 416, 418, 422, 430 & 432 East Grand Avenue and is depicted on **Exhibit A** attached hereto (hereinafter “Site”); and

**WHEREAS**, the Site is located in one of the key downtown blocks of the City critical to redevelopment of the City center; and

**WHEREAS**, said Site has been investigated by other potential developers without any successful results or redevelopment proposals forthcoming; and

**WHEREAS**, redevelopment of the Site would be a major catalyst for the central business district of the City; and

**WHEREAS**, such redevelopment has been and remains a goal of the City; and

**WHEREAS**, Hendricks has prepared and submitted a request to the City to enter into a public/private partnership based upon a gap analysis showing the project is not economically feasible without the public participation; and

**WHEREAS**, the City has reviewed the gap analysis pro forma, concurs that public participation is warranted, and determined that funds are available within the TID #5 increment to provide such assistance without utilizing general purpose revenues; and

**WHEREAS**, the City and Hendricks are both desirous to see the Site redeveloped into a new mixed-use development; and

**WHEREAS**, the City is willing to use the financial resources of its TID #5 to offset costs to acquire and prepare the Site.

**NOW, THEREFORE**, the City and Hendricks (collectively the "Parties") agree as follows:

1. **PROJECT DESCRIPTION.** Hendricks has acquired a portion of the Site, being the building commonly known as the Wagner building located at 422, 430 and 432 East Grand Avenue. Hendricks shall also acquire two adjacent parcels located at 416 East Grand Avenue and 418 East Grand Avenue and will be razing all the structures located on the Site. Hendricks intends to submit a site redevelopment plan to the City and undertake the construction described hereinafter.

2. **CONSTRUCTION OF BUILDING.** Hendricks agrees to construct a new building on the Site. The building will be constructed substantially in accordance with the site and building plans and project description attached as **Exhibit B** and will consist of approximately 40,000 or more square feet of residential and commercial space. Hendricks agrees to submit site and building plans for the Site to the City for review for compliance with the City's building, zoning and architectural review ordinances. Hendricks agrees to pursue all such permits and approvals, including any necessary demolition permits, with due diligence and so as to be able to meet the timelines in paragraph 7 herein, and the City agrees to conduct

prompt site plan review and to issue building permits as may be appropriate based on such ordinances.

3. **REIMBURSEMENT OF SITE ACQUISITION AND PREPARATION COSTS.** The City agrees to reimburse Hendricks for certain site acquisition and preparation costs, including environmental cleanup, as specifically set out herein in the form of a grant and in an amount not to exceed \$1,000,000.00. Reimbursable costs shall include site acquisition costs, demolition costs, relocation costs, and any environmental cleanup costs, subject to the above limits of \$1,000,000.00. Reimbursable costs under this paragraph are limited to actual and incurred eligible costs defined herein. In order to be eligible for such reimbursement, any otherwise eligible costs must be approved by the City, in writing, prior to being incurred by Hendricks. The City must further be provided with satisfactory evidence of the expenditure thereof after such approval and prior to reimbursement.

The City's reimbursement grant shall be made in three separate payments. The first payment of \$207,000.00 shall be made within 30 days of execution hereof and said amount shall represent full reimbursement for Hendricks' acquisition cost of \$207,000.00. A second payment of up to \$500,000.00 for qualified reimbursable costs shall be made prior to commencement of construction at the time of building permit issuance. The third and final payment, consisting of the balance of grant funds remaining within the \$1,000,000.00 limit, shall be payable for all approved eligible expenditures, up to the \$1,000,000.00 cap, and shall be paid within 30 days after issuance of an occupancy permit. The City's obligation to pay the grant funds outlined herein is in the nature of a revenue debt obligation incurred upon execution of this Agreement, payable from tax increment revenues generated by TID #5, upon the occurrence of the events and satisfaction of the conditions described above and not a recurring developer incentive.



4. **GAP ANALYSIS.** Hendricks agrees and understands that the City has relied on the financial gap analysis data provided to the City by Hendricks and Hendricks reaffirms its belief that the gap analysis is accurate. Said gap analysis indicates that the redevelopment described herein would not occur but for the above City grant. Hendricks further acknowledges that the TID #5 expenditure period ends on September 24, 2012. The gap analysis is attached hereto as **Exhibit C**.

5. **BROAD STREET PARKING LOT IMPROVEMENTS.** The Parties acknowledge that the 2012 capital improvement program budget for the City of Beloit includes the resurfacing of the Broad Street parking lot located immediately south of the Site. The Parties acknowledge that the resurfacing project will be deferred until construction on the Site is completed to avoid unnecessary damage to the new surface by construction activities. The resurfacing of said parking lot shall remain the responsibility of the City and the City intends to complete said project with the appropriated funds.

6. **CONSTRUCTION ACCESS.** The City agrees to cooperate in the grant of a construction easement over adjacent portions of the Broad Street parking lot and also allow closure during construction of the sidewalk and adjacent angle parking spaces to the north of the Site, subject to oversight by the City Engineer.

7. **CONSTRUCTION TIMETABLE.** Subject to obtaining municipal permit approvals, Hendricks shall begin demolition of the Site no later than July 15, 2012, and shall begin construction no later than October 1, 2012, and shall complete construction by September 1, 2013, unless any such date is altered by a mutual written memorandum signed by the Parties hereto.

8. **ENVIRONMENTAL MATTERS.** The City has reviewed a Phase I study on a portion of the Site (422, 430 and 432 East Grand Avenue) provided by Hendricks. Hendricks agrees to cooperate as necessary with any Phase II or other studies deemed desirable by the City and the City shall bear the costs of any such further studies it deems necessary. Hendricks agrees it shall be responsible for any asbestos disposal resulting from the demolition and the costs thereof shall be an eligible reimbursable expense under the provisions of paragraph 3 above, subject to the terms and conditions therein. Except for Pre-Existing Conditions, Hendricks agrees that it shall be responsible for any contamination or any other environmental site conditions caused solely by its activities or those of its agents at the Site and the costs related thereto shall not be eligible for reimbursement but shall be the responsibility of Hendricks.

The City agrees to be responsible for reimbursement to Hendricks of any necessary underground contamination remediation of Pre-Existing Conditions required by applicable law. Hendricks shall be responsible for obtaining the prior written approval of the City before undertaking any remediation and incurring any costs relating thereto. Any such preapproved costs shall be reimbursed by the City to Hendricks within 30 days after the City receives satisfactory documentation as to the expenditure thereof, and any environmental remediation costs shall be subject to the \$1,000,000.00 reimbursement cap, as with other site preparation costs.

Hendricks shall be responsible for all necessary remediation costs not eligible for reimbursement hereunder regardless of the limit of the grant amount herein.

9. **CONDITIONS PRECEDENT.** Each Party's obligation to consummate the transaction contemplated by this Agreement is subject to the fulfillment of each of the following conditions:

- (a) Successful acquisition of all the buildings located on the Site; such acquisition to be completed no later than May 7, 2012.
- (b) Hendricks shall have until May 7, 2012 to complete any soil surveys, soil borings, or other testing it deems necessary or desirable, and may give written notice of termination of this Agreement within 30 days after said date should they deem the Site unsuitable for the proposed redevelopment.

10. **OPTION FOR ECLIPSE CENTER PROPERTY.** Hendricks agrees to execute an option, in the form attached hereto as **Exhibit D**, providing the City the right to purchase a yet to be created separate zoning lot located at the north end of the Eclipse Center and generally including the retail area previously used by Kohl's and a contiguous portion of the prior Sears retail space, all as depicted in **Exhibit E** attached hereto. The Parties agree to enter into appropriate cross access easements should the City exercise said option. It is acknowledged by the Parties that the City is acquiring this option for the purposes of developing a police department facility at the site when conditions warrant. Should the City exercise the option, it shall be required to commence construction of the police department facility within 12 months of the closing on the option. Said option shall provide for a total purchase price of \$1.00, payable at the time of closing, and the option granted herein shall be effective for a period of five years from the date of execution hereof unless further extended thereafter by mutual consent of the Parties. Said option shall further provide that Hendricks may terminate said option in writing at any time during its term should Hendricks first provide written notice to the City of a proposed sale or lease of said zoning lot to a third party and the City shall then fail to exercise its option within 30 days of receipt of such notice. In the event the City exercises its option following such notice, the City shall have 18 months to commence construction.



11. **TAX INCREMENTAL FINANCING DISTRICTS (TID).** The Site is located in TID #5 in the City of Beloit. A map of TID #5 is attached hereto and marked **Exhibit F**. The project plan for TID #5, which was established on the 1<sup>st</sup> day of January, 1990, will be utilized to pay for site acquisition and improvement costs.

12. **CONDITION OF TITLE.** Hendricks hereby acknowledges that it is familiar with and is satisfied with the condition of the title to the Site, including any covenants, easements or other restrictions of record.

13. **RECORDABLE DOCUMENT.** This Agreement may be recorded with the Register of Deeds for Rock County, Wisconsin.

14. **REPRESENTATIONS AND WARRANTIES OF HENDRICKS.**

(a) Hendricks represents and warrants to the City that it is a limited liability company duly organized and existing under the laws of the state of Wisconsin and that it is in good standing with that state.

(b) Hendricks represents and warrants to the City that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement, and the execution and delivery of the documents required to be executed, delivered, or acknowledged by Hendricks at the closing will not violate any provision of Hendricks' Partnership Agreement or any applicable local, state, or federal law.

15. **REPRESENTATIONS AND WARRANTIES OF CITY.**

(a) City represents and warrants to Hendricks that it is a municipal corporation duly organized and existing under the laws of the state of Wisconsin.



- (b) City represents and warrants to Hendricks that the execution and delivery of this Agreement, and the consummation of the transactions contemplated in this Agreement has been duly approved by the City and is binding upon it in accord with its terms,

16. **AFFIRMATIVE ACTION.** Hendricks has adopted an affirmative action plan to increase in its partners, associates, and employees members of under-represented groups in all of its departments, job classifications, and salary categories. Hendricks agrees to require its building contractor and subcontractors to adopt an affirmative action plan. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of that ordinance.

17. **NONDISCRIMINATION.** Hendricks agrees that it will not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. Hendricks shall require its building contractor and subcontractors to agree not to discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of said ordinance.

18. **APPLICABLE LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin and the Parties agree that the Circuit Court of Rock County shall have venue for any dispute hereunder.

19. **SEVERABILITY.** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the Parties regarding this transaction. All prior negotiations and discussions have been merged into this Agreement.

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

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

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

24. **ASSIGNMENT.** Hendricks may not assign its interest in this Agreement to a third party without the prior written consent of the City.

25. **INDEMNIFICATION.** Hendricks, its successors, and assigns shall indemnify, defend and hold the City, its officers, agents, and employees harmless from any liability for any claims, including attorney's fees, arising out of the acts or omissions of Hendricks, its officers, agents, or employees. The City shall indemnify and hold Hendricks harmless from any liability

for any claims, including attorney's fees, arising out of the acts or omissions of the City, its officers, agents, and employees.

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

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

28. **DEFAULT AND NOTICE OF DEFAULT.** Any party seeking to enforce its rights hereunder may do so only after giving advance written notice to the other party reasonably identifying the alleged breach and giving the breaching party 30 days in which to cure the alleged breach. If the alleged breach cannot be remedied within 30 days, then the party required to remedy shall undertake to commence within such 30-day period and shall diligently pursue the cure until completion. In the event that any party institutes an action to enforce its rights hereunder, the prevailing party in such action shall be entitled to recover all costs, including reasonable attorney's and professional fees which may have been incurred in bringing such action. Each of the Parties to this Agreement expressly waive and disclaim any right to recover indirect or other consequential damages arising out of the breach by another party to this





**CITY OF BELOIT**

**HENDRICKS COMMERCIAL  
PROPERTIES LLC**

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

By: \_\_\_\_\_  
Diane Hendricks, President

Attest:

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

Approved as to form:

By: \_\_\_\_\_  
Thomas R. Casper, City Attorney

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

By: \_\_\_\_\_  
Paul York, City Comptroller

**AUTHENTICATION**

Signature(s) of Larry N. Arft, Rebecca S. Houseman and Paul York authenticated on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

STATE OF WISCONSIN            )  
  )SS  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, the above-named Diane Hendricks, to me known to be such President of Hendricks Commercial Properties, LLC and to me known to be the person who executed the foregoing instrument and acknowledged the same.

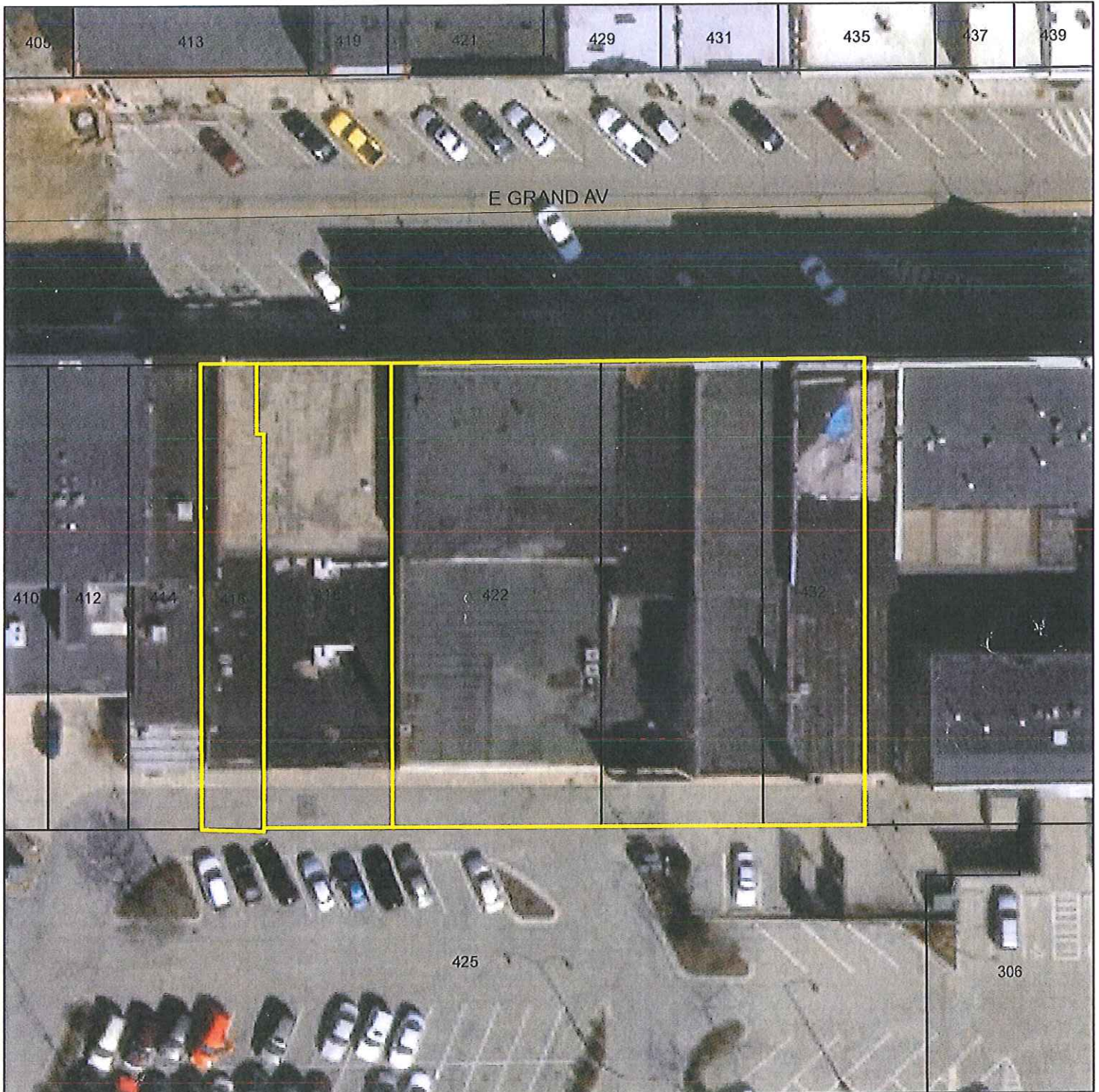
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission is permanent. If not, state  
expiration date: \_\_\_\_\_  
tdh/file/11-1177/Dev Agr=120411 0837 (cln)

**EXHIBIT LIST  
for Development Agreement**

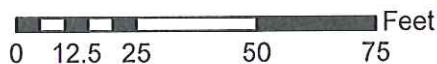
<i>Exhibit Letter</i>	<i>Description</i>
A	MAP OF REDEVELOPMENT SITE LOCATED AT 416, 418, 422, 430 & 432 EAST GRAND AVENUE
B	SITE AND BUILDING PLANS AND PROJECT DESCRIPTION OF BUILDING TO BE CONSTRUCTED BY HENDRICKS
C	GAP ANALYSIS
D	OPTION TO PURCHASE
E	MAP OF POTENTIAL BELOIT POLICE DEPARTMENT ECLIPSE CENTER PARCEL
F	MAP OF TID #5



# 418 - 432 E. Grand Avenue



1 inch = 40 feet



Map prepared by: Drew Pennington  
Date: February 2012  
For: City Attorney  
Date of Aerial Photography: March 2011



## PLANNING & BUILDING SERVICES DIVISION



# Project Plans



EXHIBIT

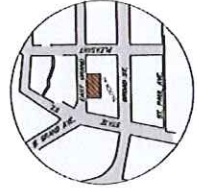
B

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# 430 GRAND AVENUE

## MIXED-USE DEVELOPMENT



LOCATION MAP

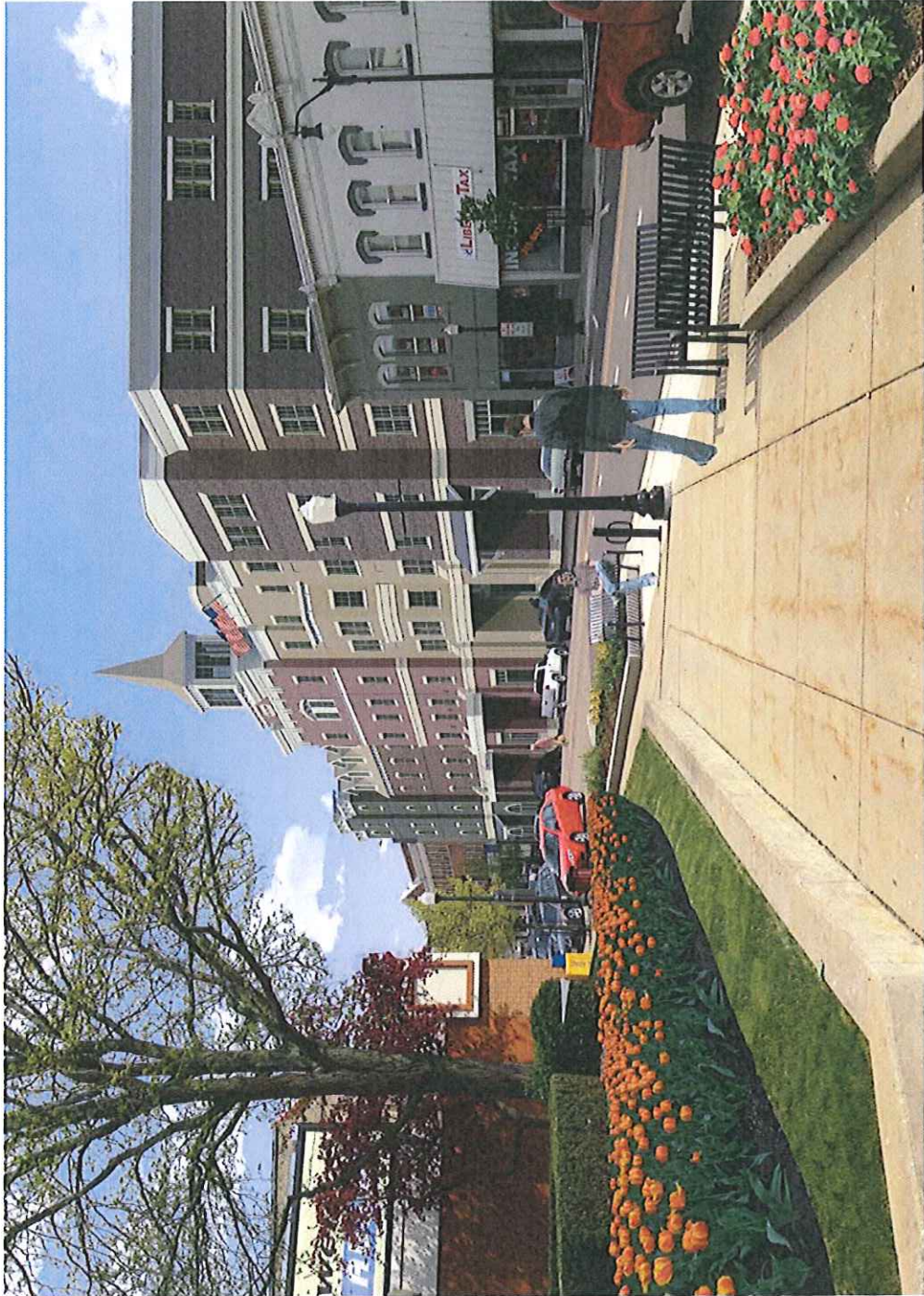
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HENDRICKS  
COMMERCIAL  
PROPERTIES

JOHNSONDesign  
ARCHITECTURE + INTERIORS





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B  
PAGE 3 OF 14



HENDRICKS  
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PROPERTIES

PERSPECTIVE FROM GRAND AVE.

JOHNSONDesign  
ARCHITECTURE • INTERIORS

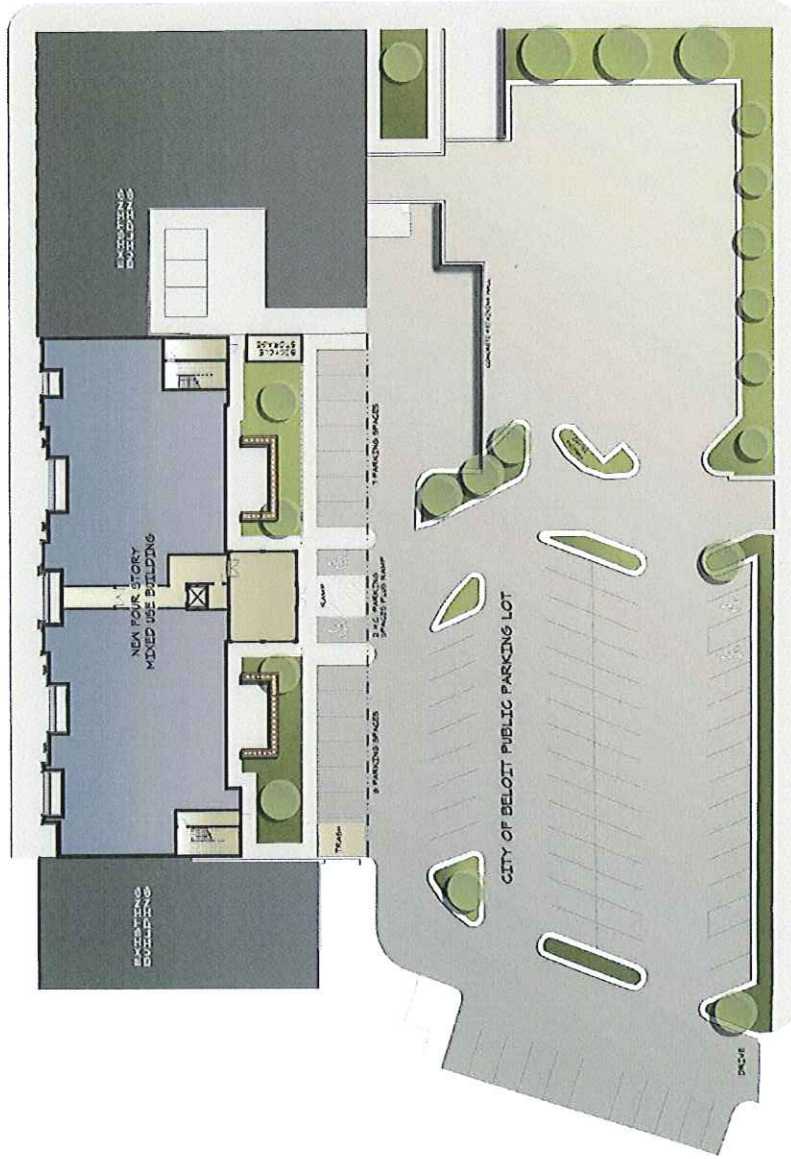






LOCATION MAP

EAST GRAND AVENUE



PLEASANT STREET

BROAD STREET

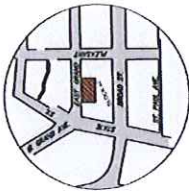
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PROPERTIES

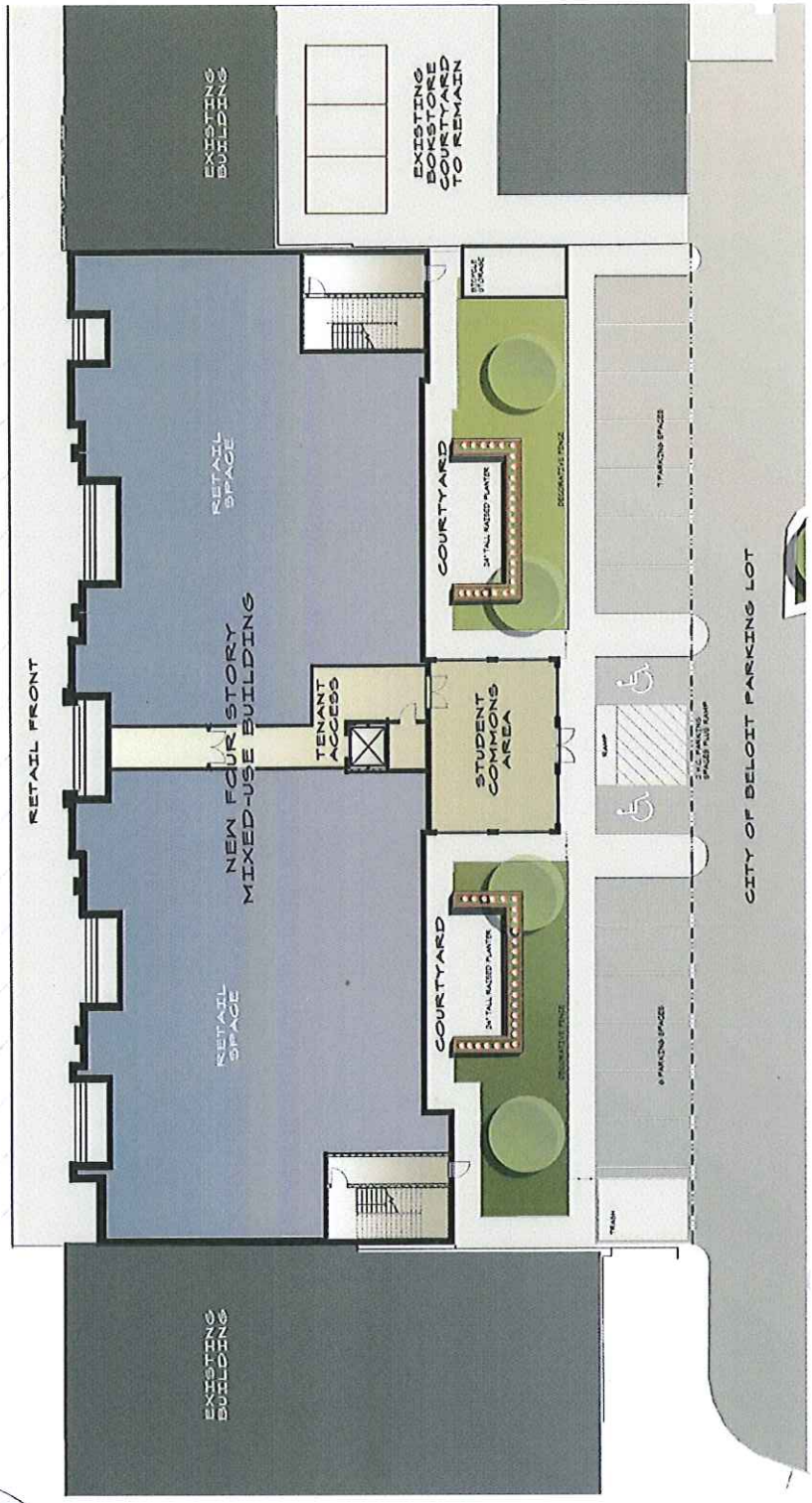
OVERALL SITE PLAN

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ARCHITECTURE • INTERIORS



LOCATION MAP

EAST GRAND AVENUE



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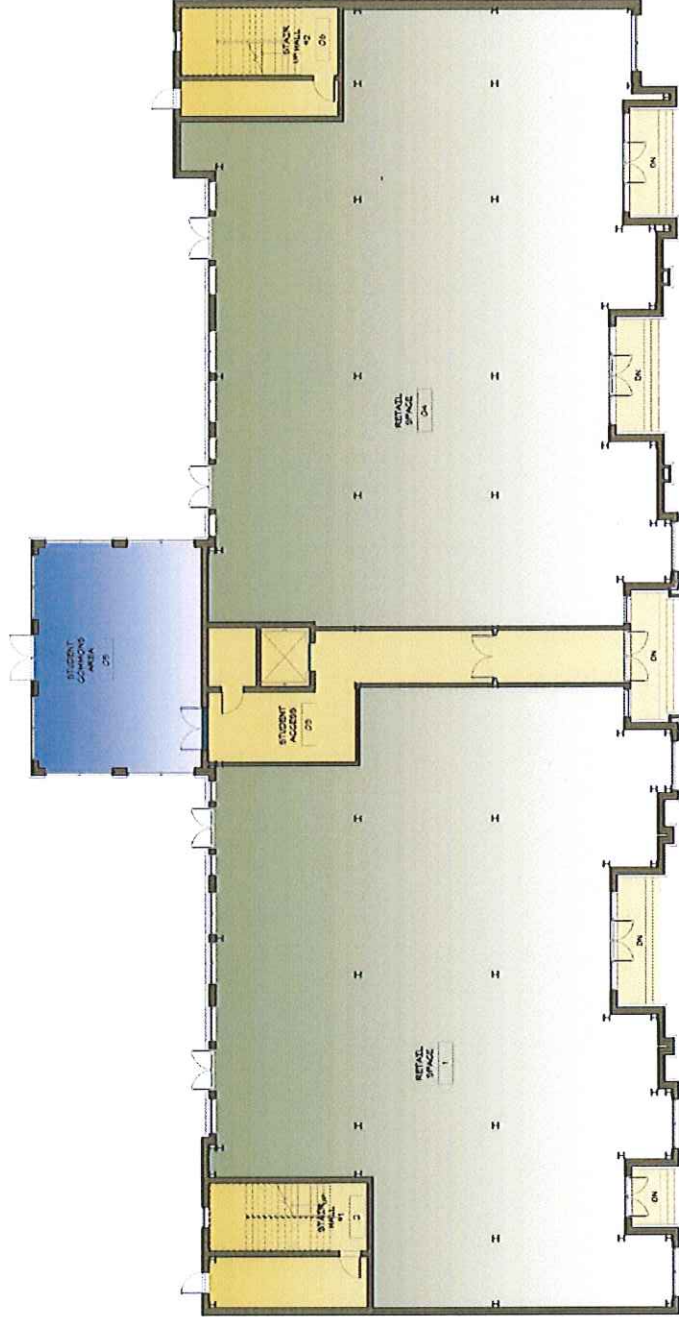


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PROPERTIES

ENLARGED SITE PLAN OPTION 1

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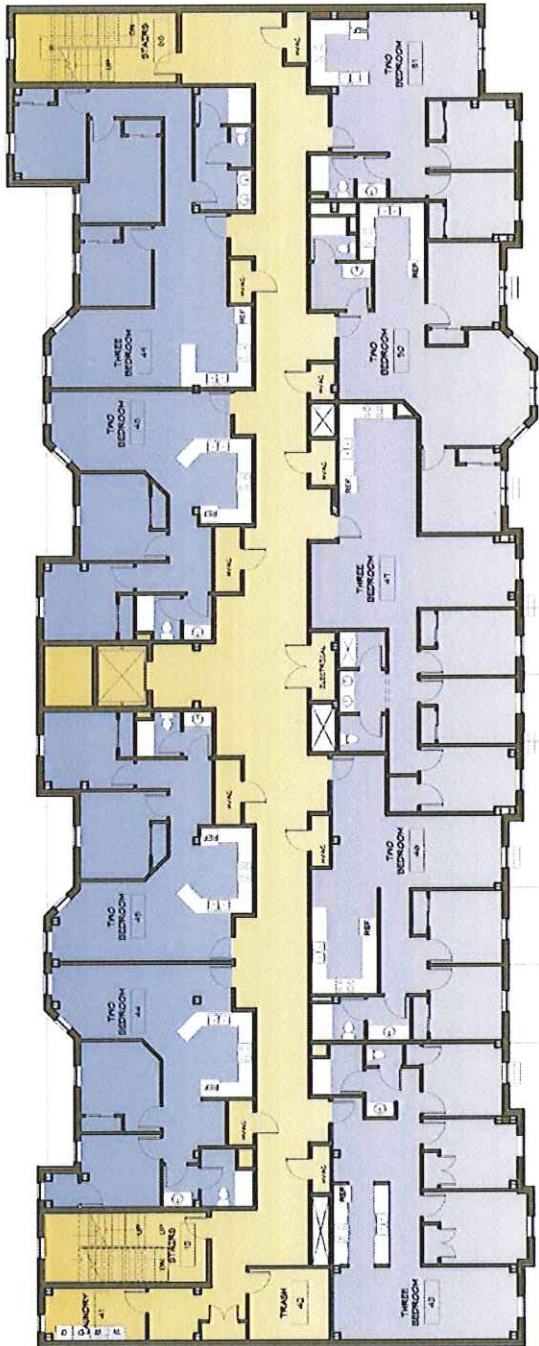


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 PROPERTIES

FIRST FLOOR PLAN

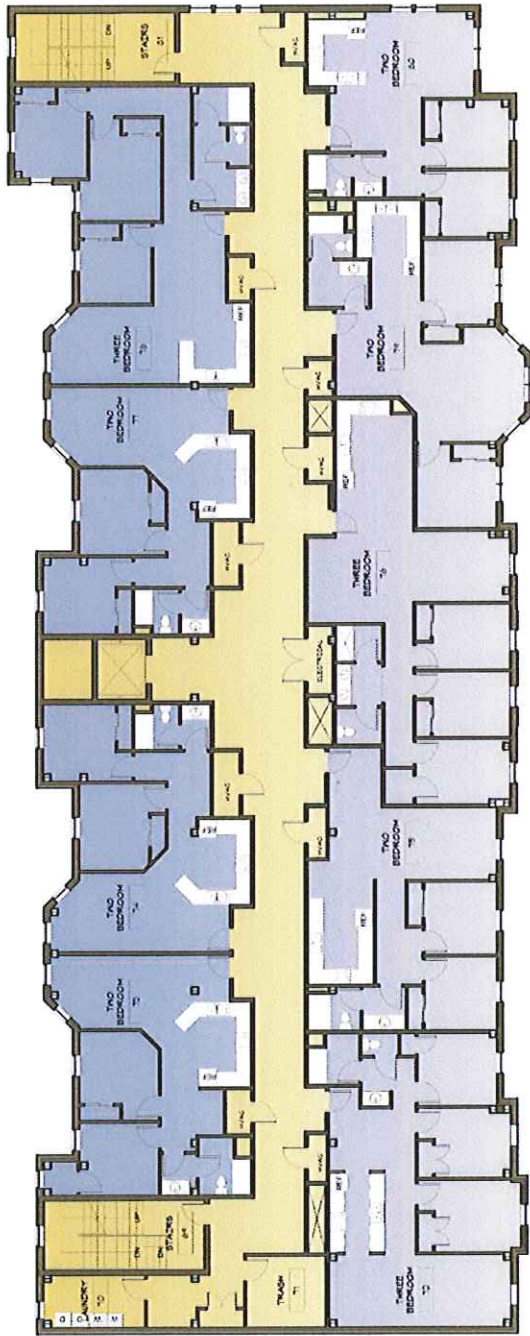


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 COMMERCIAL  
 PROPERTIES

SECOND FLOOR PLAN



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THIRD FLOOR PLAN



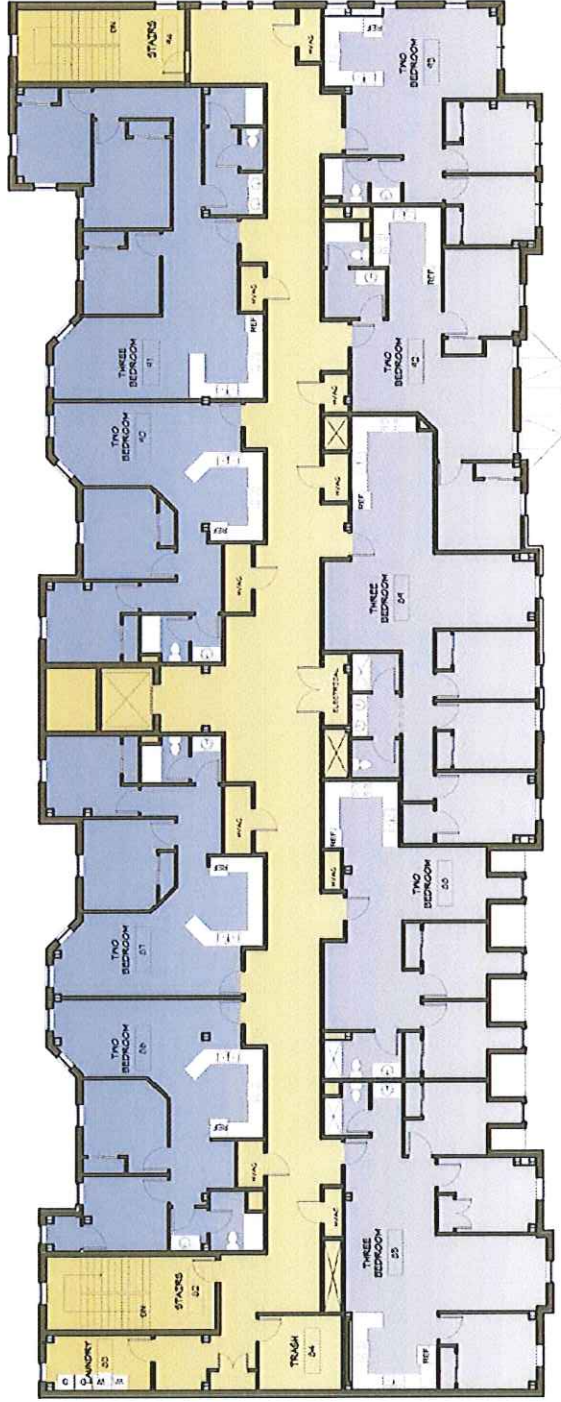
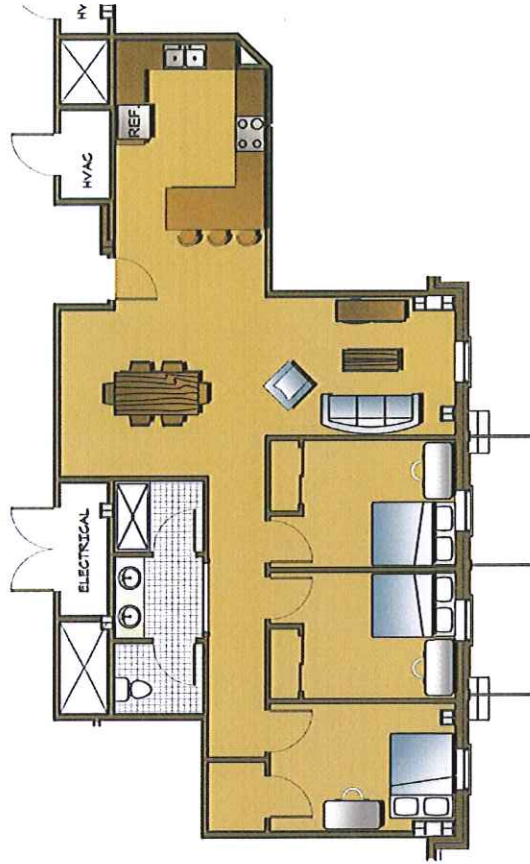


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*B*  
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 PROPERTIES

FOURTH FLOOR PLAN



THREE BEDROOM UNIT



TWO BEDROOM UNIT

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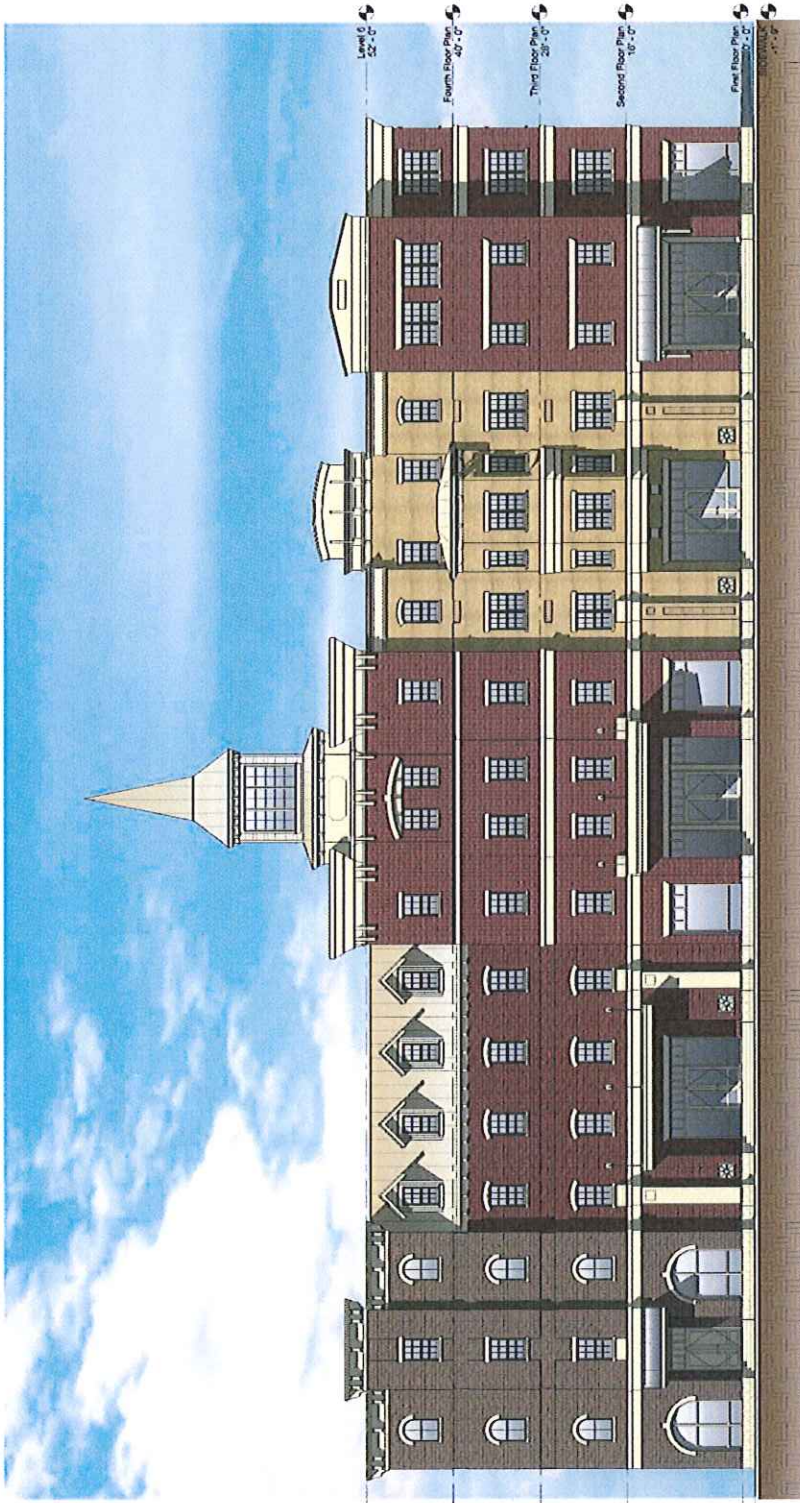


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 PROPERTIES

ENLARGED FLOOR PLANS

JOHNSONDesign  
 ARCHITECTURE - INTERIORS





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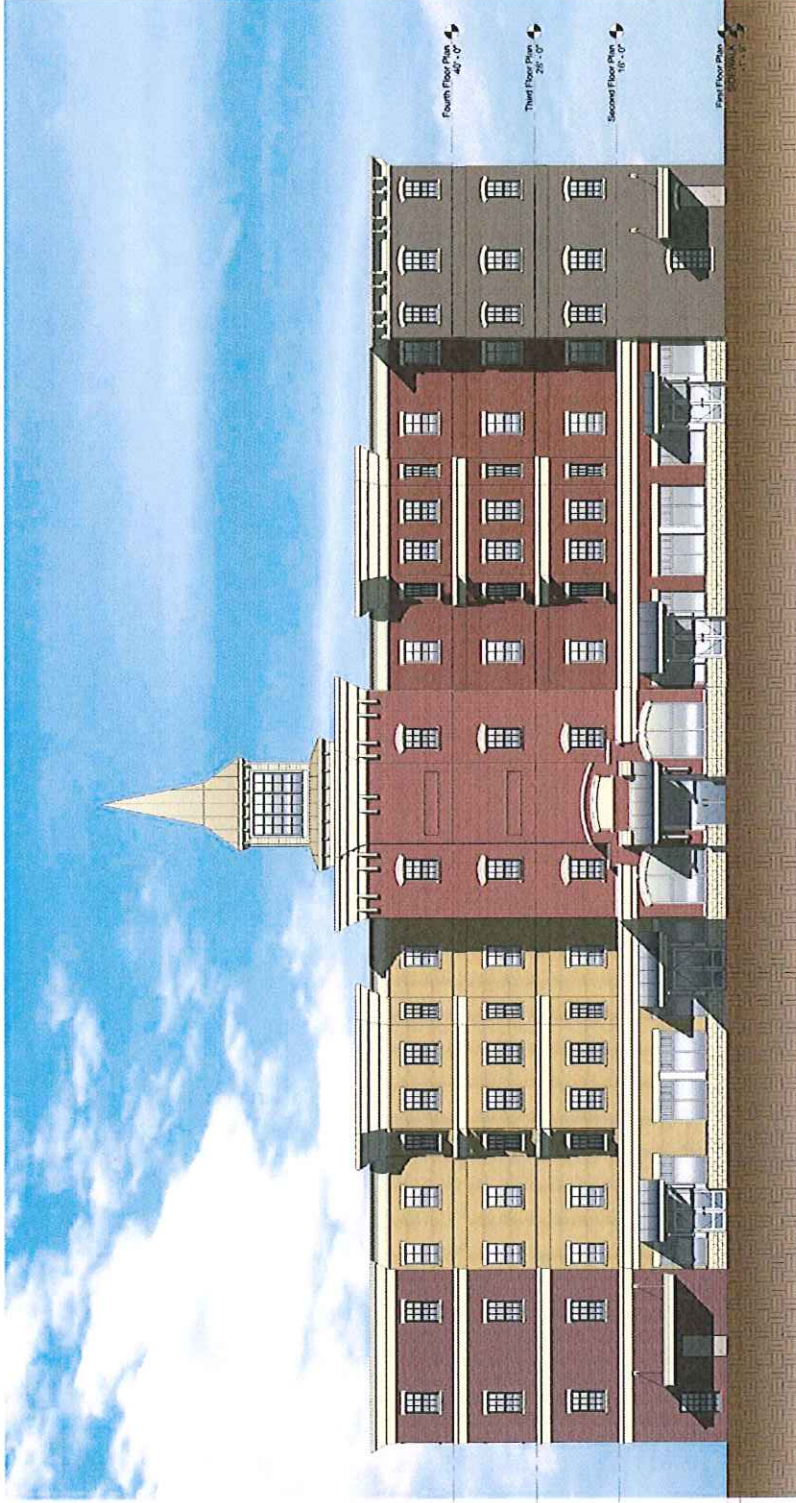


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COMMERCIAL  
PROPERTIES

**NORTH ELEVATION**







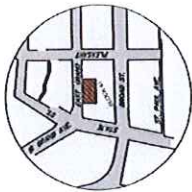
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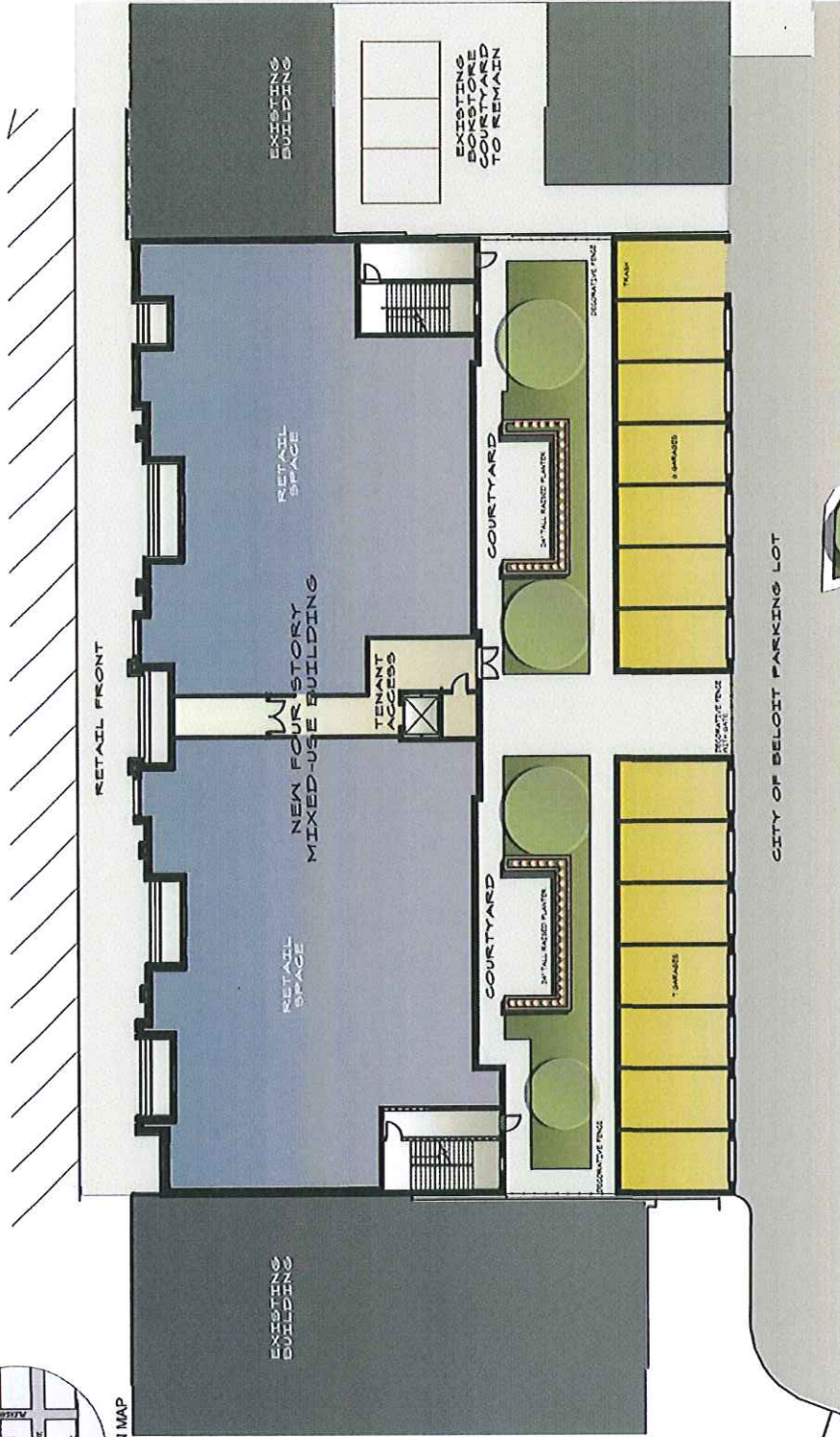
HENDRICKS  
COMMERCIAL  
PROPERTIES

# SOUTH ELEVATION

JOHNSONDesign  
ARCHITECTURE • INTERIORS



LOCATION MAP



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**EXHIBIT**  
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HENDRICKS  
COMMERCIAL  
PROPERTIES

# ENLARGED SITE PLAN OPTION 2

**JOHNSON**Design  
ARCHITECTURE • INTERIORS





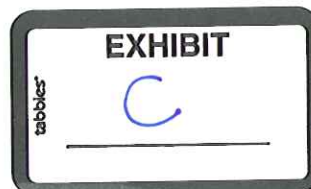
**Gap Analysis Pro Forma**  
416 - 432 East Grand Avenue

<b>Development Costs</b>	
<i>Land/Acquisition Costs</i>	
422, 430 & 432 E Grand Ave	210,000
416 & 418 E Grand Ave	250,000
*Relocation Expenses	250,000
<b>Total Land/Acquisition Costs</b>	<u>710,000</u>
<i>Hard/Construction Costs</i>	
Demolition	400,000
Construction - Bldg	5,022,340
Construction - Parking Garage	300,041
<b>Total Hard/Construction Costs</b>	<u>5,722,381</u>
<i>Soft/Development Costs</i>	
Architect	200,000
Other Professional Fees	50,000
Construction Loan Interest Carry & Fees	250,000
Marketing Costs	25,000
<b>Total Soft/Development Costs</b>	<u>525,000</u>
<i>Leasing &amp; Capital Costs</i>	
Tenant Improvements	400,000
Leasing Commissions	30,000
<b>Total Leasing &amp; Capital Costs</b>	<u>430,000</u>
<b>Total Development Costs</b>	<u>7,387,381</u>

<b>Loan Assumptions</b>	
Loan to Cost %	70%
Loan Amount	\$ 5,171,167
Interest Rate	5.50%
Amortization Period	20 years
Annual Debt Service	(\$424,914.07)

<b>Income Assumptions</b>	
Average Net Operating Income (NOI) over 10 years	\$ 408,814.16
Average Annual Shortfall between NOI & ADS	(\$16,099.91)
Development Yield (NOI/Total Costs)	5.5%

<b>Required Contribution from City</b>	<b>\$1,000,000</b>
<i>*For Acquisition, Demolition &amp; Relocation for Site Preparation</i>	
Revised ADS	(\$367,395.16)
Average Net Operating Income (NOI) over 10 years	\$ 408,814.16
Average Annual Income after City Contribution	\$ 41,419.00
Development Yield (NOI/Total Costs)	6.4%





**OPTION TO PURCHASE**

1 **ATTORNEY** DRAFTING THIS OPTION ON \_\_\_\_\_ [DATE] IS AGENT OF (SELLER) (BUYER) (DUAL AGENT) ~~STRIKE TWO~~

2 The Seller, **Hendricks Commercial Properties LLC**, hereby grants to Buyer,  
3 **City of Beloit**, an option to purchase (Option) the Property

4 known as [Street Address] See Exhibit A in the  
5 **City** of **Beloit**, County of **Rock**, Wisconsin,

6 (if this Option is to be recorded, insert legal description at lines 218-224 or attach as an addendum per line 225) on the following terms:

7 **DEADLINE FOR GRANT OF OPTION** This Option is void unless a copy of the Option which has been signed by or on behalf of  
8 all Owners is delivered to Buyer on or before **May 7, 2012** (Time is of the Essence).

9 **OPTION TERMS** An option fee of \$ \_\_\_\_\_ will be paid by Buyer within \_\_\_\_\_ days of the granting of this Option, and  
10 shall not be refundable if the Option is not exercised. If the Option is exercised, \$ \_\_\_\_\_ of the option fee shall be a credit  
11 against the purchase price at closing. This Option may only be exercised by delivering written notice to Seller no later than  
12 midnight \_\_\_\_\_ Buyer may sign and deliver the notice at lines 247-248, or may deliver any other written notice  
13 which specifically indicates an intent to exercise this Option. This Option shall be extended until \_\_\_\_\_, upon  
14 payment of \$ \_\_\_\_\_ in cash or equivalent to Seller on or before \_\_\_\_\_, as an option extension  
15 fee which shall not be refundable if this Option is not exercised. If this Option is exercised, \$ \_\_\_\_\_ of the option extension  
16 fee shall be a credit against the purchase price at closing. The option fee and option extension fee shall be (paid directly to Seller)  
17 (held in listing broker's trust account until \_\_\_\_\_)

18 **Option terms set out on Exhibit B attached hereto,** \_\_\_\_\_ ) ~~STRIKE ONE~~

19 This Option, or a separate instrument evidencing this Option, (may) ~~XXXXXX~~ ~~STRIKE ONE~~ be recorded. **CAUTION: FAILURE TO**  
20 **RECORD MAY GIVE PERSONS WITH SUBSEQUENT INTERESTS IN THE PROPERTY PRIORITY OVER THIS OPTION.**

21 **TERMS OF PURCHASE** If this Option is exercised per the terms of this Option, the following shall be the terms of purchase:

22 ■ **PURCHASE PRICE:** **One and 00/100** \_\_\_\_\_

23 \_\_\_\_\_ Dollars (**\$1.00** \_\_\_\_\_) will be paid in cash or equivalent at closing unless otherwise provided below.

24 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of  
25 encumbrances, all fixtures, as defined at lines 172-175 and as may be on the Property on the date of this Option, unless excluded at lines  
26 28-29, and the following additional items: **none**

27 \_\_\_\_\_  
28 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** \_\_\_\_\_

29 \_\_\_\_\_  
30 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or  
31 other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and  
32 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
33 restrictions and covenants, general taxes levied in the year of closing and **none**

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

37 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or **Brabazon Title**  
38 \_\_\_\_\_ within **30** days after the exercise of the Option, unless another date or place is agreed to in writing.

39 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Option  
40 (lines 218-224 or in an addendum per line 225). Occupancy shall be given subject to tenant's rights, if any. **Caution: Consider**  
41 **an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.**

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

45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,  
46 property owner's association assessments, fuel and \_\_\_\_\_  
47 \_\_\_\_\_. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing. Net  
48 general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on the net  
49 general real estate taxes for the preceding year) ( \_\_\_\_\_ ) ~~STRIKE AND COMPLETE AS APPLICABLE~~

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

53 **ZONING** Seller represents that the property is zoned **C-3**

54 **REPRESENTATIONS REGARDING PROPERTY AND TRANSACTION** Seller represents \_\_\_\_\_ Seller grants this  
55 Option Seller has no notice or knowledge of conditions affecting the Property or transaction \_\_\_\_\_ er than those  
56 identified in Seller's property condition report, dated \_\_\_\_\_, which w \_\_\_\_\_ Buyer signing  
57 this Option **COMPLETE DATE OR STRIKE AS APPLICABLE** and \_\_\_\_\_  
58 Property to be sold "as is".

**EXHIBIT**  
**D**  
**PAGE 1 OF 6**



59 Seller agrees to notify Buyer of any condition affecting the Property or transaction which is materially inconsistent with the above  
60 representations, which arises after this Option is granted, but prior to exercise of this Option. Buyer shall have reasonable access to the  
61 Property, upon reasonable notice, from the time this Option is granted until the time for closing; for the purpose of inspecting and testing  
62 the Property to the extent reasonably necessary to fulfill the inspection and testing provisions of this Option. (See lines 110-124).

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

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

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

93 ■ **PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING:** Seller shall maintain the Property until the earlier of  
94 closing or occupancy of Buyer in materially the same condition as of the date Buyer exercises this Option, except for ordinary wear and  
95 tear. If, prior to closing, the Property is damaged in an amount of not more than five per cent (5%) of the purchase price, Seller shall be  
96 obligated to repair the Property and restore it to the same condition that it was on the day this Option is exercised. If the damage is greater  
97 than 5% of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Option may be rescinded by Buyer and  
98 all Option fees paid by Buyer shall be immediately returned to Buyer. Should Buyer elect to exercise this Option despite such damage,  
99 Seller shall either repair the Property and restore it to the same condition that it was on the day of exercise of this Option, except for  
100 ordinary wear and tear or Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit  
101 towards the purchase price equal to the amount of Seller's deductible on such policy.

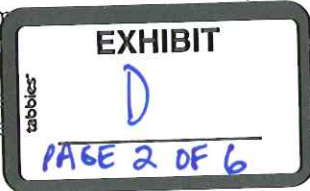
102 ■ **BUYER DUE DILIGENCE:** Prior to exercising this Option Buyer may need to perform certain inspections, investigations and testing.  
103 Buyer is only authorized to do those inspections, investigations and tests which are authorized at lines 196-200 or lines 218-225. In  
104 addition to these inspections, investigations and tests, Buyer may need to obtain financing, approvals or other information, including  
105 but not limited to building permits, zoning variances. Architectural Control Committee approvals, review of condominium documents,  
106 review of business records, estimates for utility hook-up expenses, special assessments, charges for installation of roads or utilities, etc.  
107 **WARNING:** If Buyer contemplates developing Property or a use other than the current use, there are a variety of issues which should  
108 be addressed in order to determine the feasibility of development of, or a particular use for, a property. Buyer is solely  
109 responsible for all expenses relating to financing, inspections, investigations, testing, approvals, permits, estimates, etc.

110 ■ **INSPECTIONS:** An "inspection" is defined as an observation of the Property which does not include testing of the Property, other than  
111 testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. Seller agrees to allow Buyer's inspectors  
112 reasonable access to the Property upon reasonable notice for those inspections authorized at lines 197-198. Buyer agrees to  
113 promptly restore the Property to its original condition after Buyer's inspections are completed, unless otherwise agreed in this Option.

114 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the  
115 Property. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and  
116 the laboratory or other analysis of these materials. Seller agrees to allow Buyer's testers reasonable access to the Property upon  
117 reasonable notice for those tests authorized at lines 199-200. Note: The authorization for testing should specify the areas of  
118 the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on  
119 Buyer's testing and any other material terms of the authorization. Unless otherwise agreed, Buyer shall return the Property to its  
120 original condition following testing. **Seller acknowledges that certain inspections or tests may detect environmental  
121 pollution which may be required to be reported to the Wisconsin Department of Natural Resources.**

122 ■ **PRE-CLOSING INSPECTION:** At a reasonable time before closing, Seller's agent, within 3 days before closing, Buyer  
123 shall have the right to inspect the Property to determine if there is a significant change in the condition of the Property,  
124 except for changes approved by Buyer.

125 ■ **CONDOMINIUM DISCLOSURES:** If the Property is a condominium, Seller shall provide Buyer, at Seller's cost (see  
126 Wisconsin Statutes §703.20(2)), complete, current copies of the condominium declaration, bylaws, rules and regulations, and other  
organization and operational documents, plans, financial





127 statements, and in the case of a conversion condominium property information) as required by Wisconsin Statutes §703.33 no later than 15  
128 days prior to closing and any amendment to these materials promptly after it's adoption (except as limited for small residential  
129 condominiums per Wisconsin Statutes §703.365). These materials are available at cost from the condominium association. As provided in  
130 Wisconsin Statutes §703.33(4), Buyer may, within five business days after receipt of these documents, including any material modification  
131 thereto, rescind this Option by written notice mailed or delivered to Seller, the date of mailing or actual delivery being the effective date of notice.

132 **TITLE EVIDENCE**

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

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

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

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

155 **DELIVERY/RECEIPT**

156 Unless otherwise stated in this Option, any signed document transmitted by facsimile machine (fax) shall be treated in all manner and respects  
157 as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original signature. Personal  
158 delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller. Once  
159 received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may  
160 not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party. **The delivery**  
161 **provisions in this Option may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 203-209)).** Buyer  
162 and Seller authorize the agents of Buyer and Seller to distribute copies of the Option to Buyer's lender, appraisers, title insurance companies  
163 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

164 **DATES AND DEADLINES**

165 Deadlines expressed as a number of "days" from an event, such as exercise of this Option, are calculated by excluding the day the  
166 event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as  
167 a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other  
168 day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day.  
169 Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from  
170 the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or  
171 as the day of a specific event, such as closing, expire at midnight of that day.

172 **FIXTURES** A "fixture" is defined as an item of property which is physically attached to or so closely associated with land  
173 or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items  
174 not easily removable without damage to the Property, items specifically adapted to the Property, and items customarily  
175 treated as fixtures.

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

179 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions  
180 of the terms of purchase after exercise of this Option. A material failure to perform any obligation under the terms of purchase after  
181 exercise of this Option is a default which may subject the defaulting party to liability for damages or other legal remedies.

- 182 If **Buyer defaults** under the terms of purchase after exercise of this Option, Seller may:  
183 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
184 (2) terminate the purchase agreement and have the option to sue for actual damages.  
185 If **Seller defaults** under the terms of purchase after exercise of this Option, Buyer may:  
186 (1) sue for specific performance; or  
187 (2) terminate the purchase agreement and sue for actual damages.

188 In addition, the Parties may seek any other remedies available in law or equity.  
189 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
190 discretion of the courts. If either Party defaults, the other Party may seek specific performance or seek nonjudicial dispute resolution  
191 instead of the remedies outlined above. By agreement, the Parties may lose the right to litigate in a court of law those  
192 disputes covered by the arbitration agreement.

193 **RENTAL WEATHERIZATION** Unless otherwise specified, Seller shall be responsible for compliance with Rental Weatherization Standards  
194 (Wis. Adm. Code Comm. 67), if applicable.





195 PROPERTY ADDRESS: See Exhibit A

196 AUTHORIZATION FOR INSPECTIONS AND TESTS Buyer is authorized to conduct the following inspections and tests (see lines 110-121).

197 INSPECTIONS: As desired by Buyer.

198

199 TESTS: As further agreed to in writing between the Parties.

200

201 DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Option, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 203-212.

203 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 206 or 208 (if any), for delivery to the Party's delivery address at lines 207 or 209.

206 Seller's recipient for delivery (optional):

207 Seller's delivery address:

208 Buyer's recipient for delivery (optional):

209 Buyer's delivery address:

210 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 206 or 208.

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

212 Buyer: ( ) Seller: ( )

213 TIME IS OF THE ESSENCE "Time is of the Essence" as to payment of option fees and extension fee and all other dates and deadlines in this Option except: If "Time is of the Essence" applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

217 This Option (X) (is not) STRIKE ONE assignable. This Property (X) (is not) STRIKE ONE homestead property.

218 ADDITIONAL PROVISIONS

219

220

221

222

223

224

225 ADDENDA The attached Exhibits A & B is/are made part of this Option.

226 IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS OPTION AND ALL ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE SHOULD BE TAKEN AT CLOSING IF THE OPTION IS EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

231 This Option was drafted on, 4-10-12 [date] by [Licensee and firm] Thomas R. Casper, City Attorney CITY OF БЕЛОИТ

232 (X) By: 39-6005397 Buyer's Signature ▲ Print Name Here: ▶ Larry N. Arft, City Manager Social Security No. or FEIN (Optional) ▲ Date ▲

234 (X) Buyer's Signature ▲ Print Name Here: ▶ Social Security No. or FEIN (Optional) ▲ Date ▲

236 SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OPTION SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. THE UNDERSIGNED HEREBY AGREES TO CONVEY THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OPTION.

240 (X) By: HENDRICKS COMMERCIAL PROPERTIES LLC Seller's Signature ▲ Print Name Here: ▶ Diane Hendricks, President Social Security No. or FEIN (Optional) ▲ Date ▲

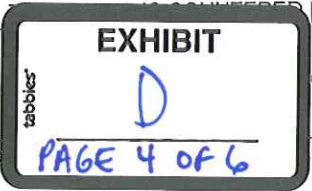
242 (X) Seller's Signature ▲ Print Name Here: ▶ Social Security No. or FEIN (Optional) ▲ Date ▲

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

245 THIS OPTION IS REJECTED [See attached counter] Seller Initials ▲ Date ▲

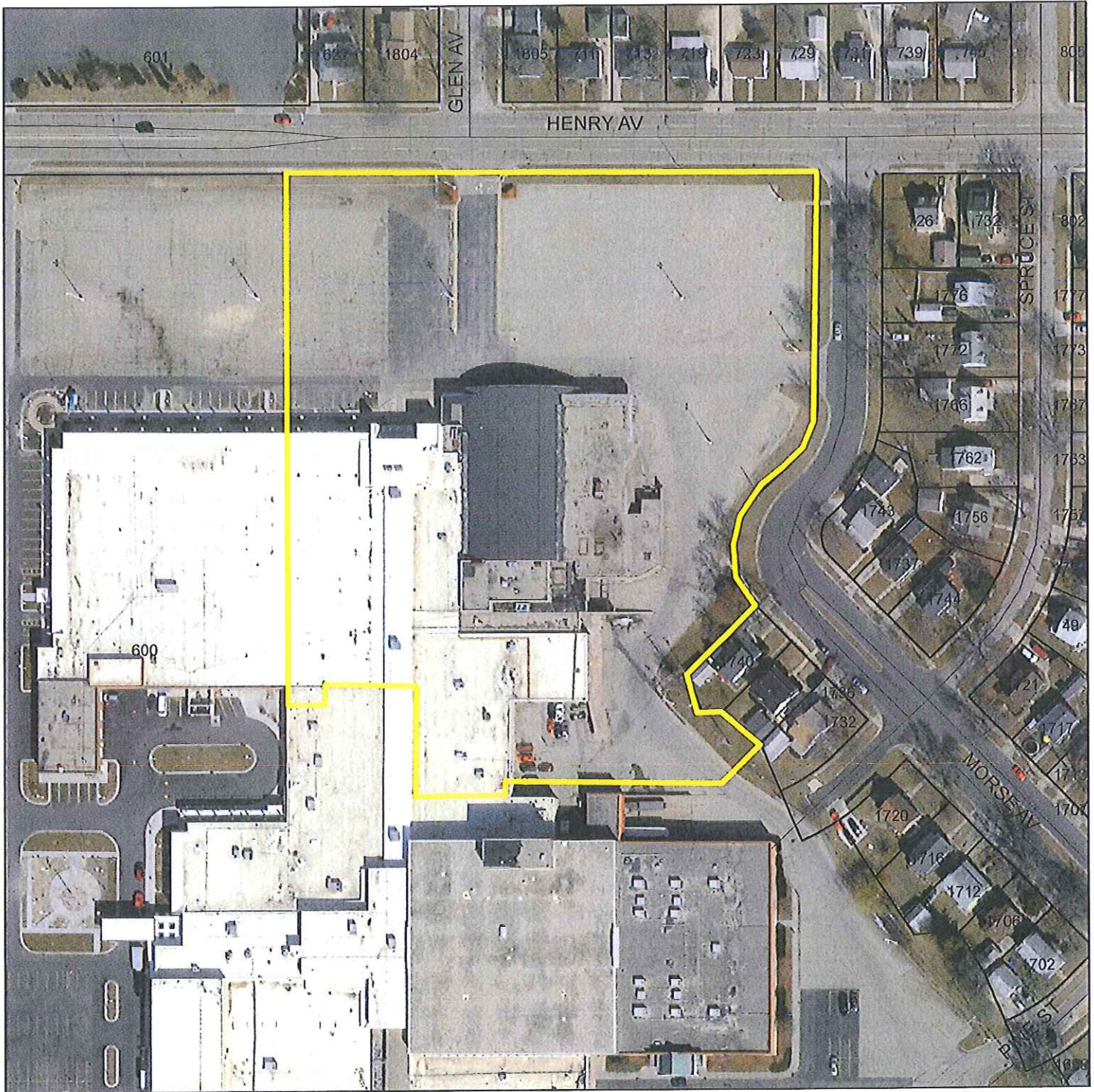
247 NOTICE OF EXERCISE OF OPTION By signing below (See attached counter) Seller Initials ▲ Date ▲ es 201-212) Buyer exercises the Option to Purchase.

248 (X) Buyer's Signature ▲ Date ▲

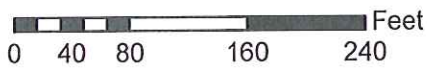




# Potential Beloit PD Eclipse Center Parcel



1 inch = 130 feet



Map prepared by: Drew Pennington  
Date: February 2012  
For: Beloit PD  
Date of Aerial Photography: March 2011

PLANNING & BUILDING SERVICES

EXHIBIT  
D  
PAGE 5 OF 6



## EXHIBIT B TO OPTION TO PURCHASE

The terms of this Option shall include the following:

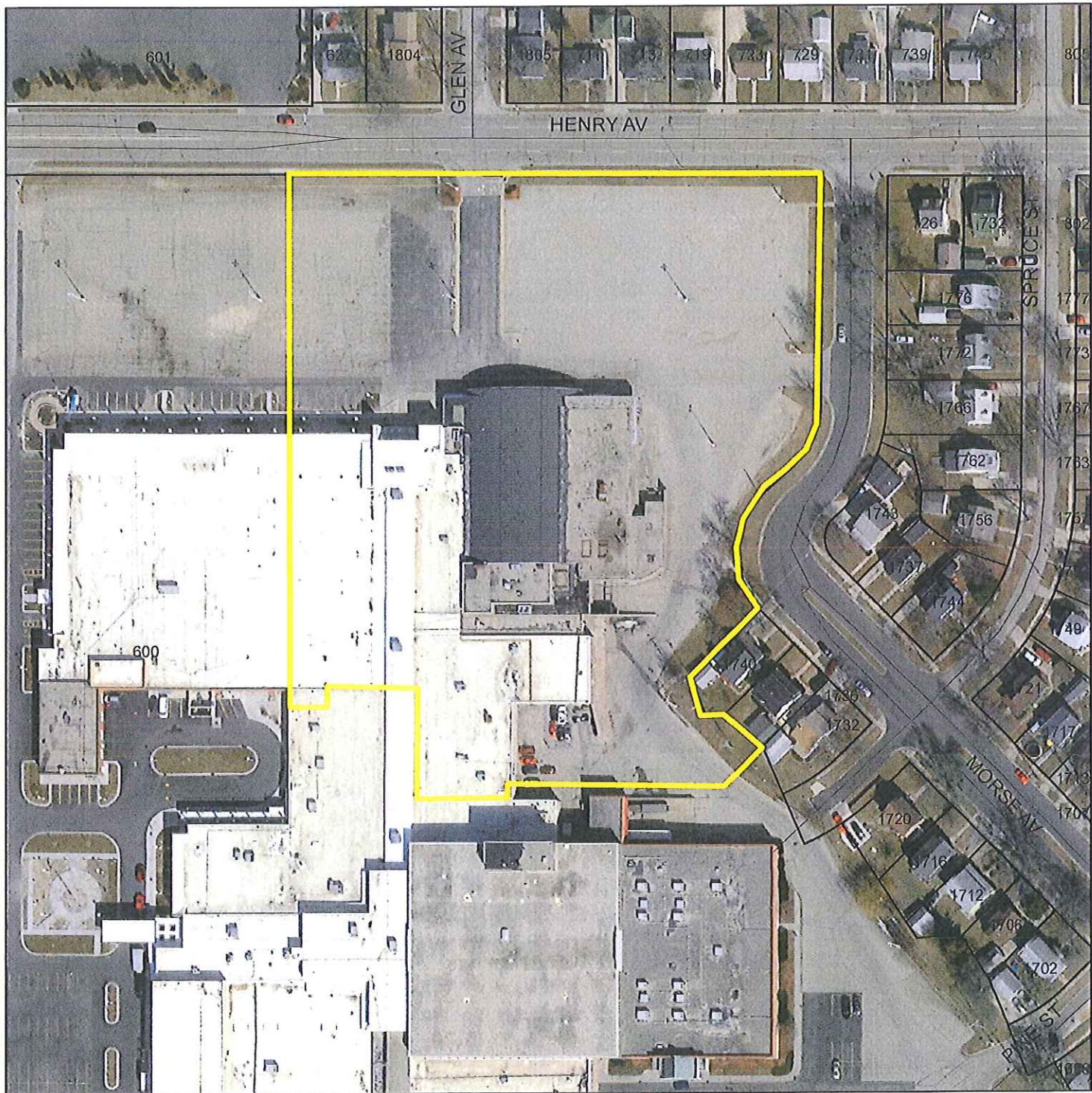
1. The Parties agree to cooperate in the preparation of a certified survey map creating a separate zoning lot as shown on Exhibit A to the Option.
2. The Parties agree to enter into appropriate cross access easements to be executed at the time of closing.
3. Should the City exercise the Option, it shall be required to commence construction of a police department facility within 12 months of the closing on said option; provided that Hendricks may terminate the Option at any time, in writing, by providing the City with advanced written notice of a proposed sale or lease of said parcel to a third party. It is further provided that upon receipt of any such notice, the City shall have 30 days to exercise said Option and in such case shall have 18 months to commence construction of a police department facility.
4. Unless terminated earlier, this Option shall remain in full force and effect for a period of five years from the date of execution of said Option.

\*\*\*\*\*





# Potential Beloit PD Eclipse Center Parcel



1 inch = 130 feet

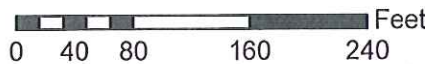


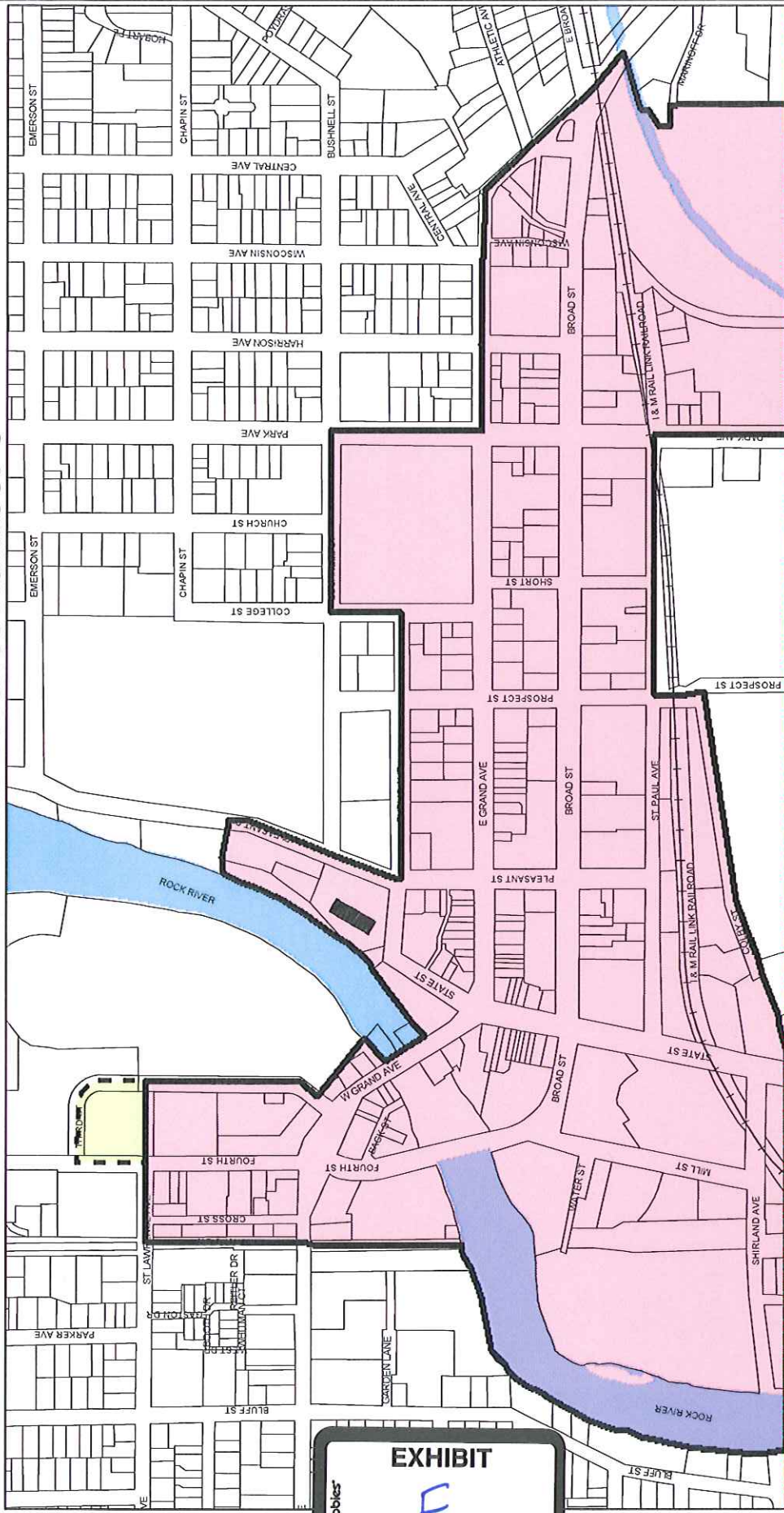
EXHIBIT  
tabbles  
    E    

Map prepared by: Drew Pennington  
Date: February 2012  
For: Beloit PD  
Date of Aerial Photography: March 2011

## PLANNING & BUILDING SERVICES DIVISION



# Tax Incremental District Number 5



tabbles®  
**EXHIBIT**  
**F**

Drawn by: Kirby Benz  
 Engineering Division  
 July 1, 2005



**Legend**

-  Tld 5 - District Boundary
-  City Limits
-  Tld 5 - Boundary Amendment

**CITY OF БЕЛОIT, WISCONSIN**

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**RESOLUTION DECLARING OFFICIAL INTENT  
TO REIMBURSE EXPENDITURES  
FROM PROCEEDS OF BORROWING**

---

WHEREAS, the City of Beloit, Wisconsin (the “City”) desires to complete the following projects located in TIF #5 (the “Projects”), including but not limited to the East Grand Avenue rehabilitation project, Turtle Creek bike/pedestrian trail, West Grand Avenue parking lot rehabilitation, Mill Street parking lot rehabilitation, downtown painting and purchase of street amenities, and Broad Street parking lot rehabilitation; and

WHEREAS, the City expects to finance the Projects on a long-term basis by issuing tax-exempt bonds (the “Bonds”), which Bonds shall be issued by the Community Development Authority of the City of Beloit, Wisconsin; and

WHEREAS, because the Bonds will not be issued prior to the project expenses being incurred, the City must provide interim financing to cover costs of the Projects incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the City to advance moneys from its funds on hand on an interim basis to pay the costs of the Projects until the Bonds are issued.

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

Section 1. Expenditure of Funds. The City shall make expenditures as needed from its funds on hand to pay the costs of the Projects until proceeds of the Bonds become available.

Section 2. Declaration of Official Intent. The City hereby officially declares its intent under Treas. Reg. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$2,000,000.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Projects from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the City pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Declaration. This declaration shall be made available for public inspection at the City Clerk’s office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including

subchapter II of Chapter 19 of the Wisconsin Statutes, and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This declaration shall be effective upon its approval.

Adopted and recorded April 16, 2012.

**CITY OF BELOIT, WISCONSIN**

By: \_\_\_\_\_  
Kevin D. Leavy, Council President

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

**RESOLUTION  
APPROVING FARM LEASES  
BETWEEN THE CITY OF БЕЛОIT  
AND JOE AND ERICA REBOUT FARMS**

The City Council of the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Farm Leases between the City of Beloit and Joe and Erica Rebout Farms be, and the same is hereby, approved.

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

Adopted at Beloit, Wisconsin this 16th day of April, 2012.

City Council of the City of Beloit

\_\_\_\_\_  
Kevin D. Leavy, President

ATTEST:

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



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL



**Topic:** Award of Farm Lease for Woodman Property

**Date:** April 16, 2012

**Presenter(s):** Mike Flesch, City Engineer

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

---

### Overview/Background Information:

This item is for the award of a farm lease for the Woodman property on the north side of Burton Street between Sun Valley Drive and Frederick Street. Leasing the property for farming will save approximately \$5,400 per year in mowing costs, and will generate rental income from the property of approximately \$3,185 to \$5,390 per year. The lease is set for a 5 year term to allow the Lessee to recover upfront costs such as tree clearing and soil modifications associated with initiating farming operations on land that has not been previously farmed.

An alternate proposal was received to maintain the land as grass, which would be bailed for the farmer's use. Please refer to the attached letter from Dan and Ashlea Hughes for details. The alternate proposal would not involve any monetary payments, so it can be handled administratively by the City Manager and would not need a Council Resolution. The benefit to the City is some cost savings in mowing expenses, and the benefit to the farmer is the use of the bailed grass. The City could still be responsible for mowing the terraces, depending on the details of the final agreement. This option would result in less potential for dust and debris during planting and harvest, while reducing the savings and income potential compared with the farming proposal.

---

### Key Issues (maximum of 5):

1. Three (3) proposals were received for this farm lease. The high proposal of \$20,335.00 was from Joe Rebout of Janesville Wisconsin.
2. An alternate proposal was received from Dan and Ashlea Hughes of Janesville Wisconsin to mow the existing grass instead of farming the land.
3. The costs for the farm lease are as follows: \$20,335.00 in rental revenue over 5 years, approximately \$27,000.00 in savings to the mowing maintenance budget, for a total of \$47,335.00 net benefit to the City.
4. The costs for the alternate mowing proposal are as follows: approximately \$18,000.00 to \$27,000.00 in savings to the mowing maintenance budget net benefit to the City.

---

### 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 promote sustainable stewardship by utilizing an existing natural resource in an environmentally friendly and renewable manner to reduce costs and increase revenues for the benefit of the citizens of Beloit.

---

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

- **Reduce dependence upon fossil fuels**  
N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**  
N/A
- **Reduce dependence on activities that harm life sustaining eco-systems**  
N/A
- **Meet the hierarchy of present and future human needs fairly and efficiently**  
The proposed land use will benefit the present and future human needs by reducing maintenance costs and increasing revenue for City of Beloit citizens.

**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 Department of Public Works recommends awarding this Farm Lease to Joe Rebout for a total 5 year lease of \$20,335.00.

The alternate mowing proposal may be administratively negotiated by the City Manager by rejecting all farming proposals.

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**Fiscal Note/Budget Impact:**

Awarding the Farm Lease will result in a net benefit to the City of Beloit of \$47,335.00. Rejecting all proposals and administratively negotiating an agreement to mow the property will result in a net benefit to the City of Beloit of approximately \$18,000.00 to \$27,000.00. Rejecting all proposals and continuing to maintain the property with City Forces will have no impact on the adopted budget.

## WOODMAN PROPERTY

### FARM LEASE

**THIS LEASE** is made this 2<sup>nd</sup> day of April, 2012, by and between the **City of Beloit**, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter referred to as "**Lessor**"), and Joe Rebout and Erica Rebout, husband and wife, d/b/a Joe and Erica Rebout Farms, 6740 West Hanover Road, Janesville, Wisconsin 53548 (hereinafter referred to as "**Lessee**").

1. **Leased Premises:** **Lessor** hereby leases to **Lessee** the properties described on Exhibit A (map) which is attached hereto. The leased premises consist of approximately 24.5 tillable acres of farmland. There are no buildings on the leased premises as shown on Exhibit A. **Lessee** acknowledges that **Lessee** has had ample opportunity to inspect the leased premises and is satisfied with the amount of tillable acres and agrees that lease payments will be calculated based on a lease of 24.5 acres.

2. **Term:** This Lease shall commence upon the date of execution hereof and end on December 31, 2016.

3. **Rent:** The **Lessee** shall pay to the **Lessor** as rent for the leased premises described above the sum of \$20,335.00 payable at the Office of the City Treasurer, City Hall (Attn: Finance), 100 State Street, Beloit, Wisconsin, as follows:

\$3,185.00 on or before Friday, May 18, 2012; and  
\$3,185.00 on or before Friday, May 17, 2013; and  
\$3,920.00 on or before Friday, May 16, 2014; and  
\$2,327.50 on or before Friday, May 15, 2015; and  
\$2,327.50 on or before Friday, November 20, 2015; and  
\$2,695.00 on or before Friday, May 20, 2016; and  
\$2,695.00 on or before Friday, November 18, 2016.

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

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

5. **Condition of Premises:** **Lessee** has examined the leased premises and knows the condition thereof. No representations have been made to **Lessee** by **Lessor** regarding the condition of the leased premises, and **Lessor** shall not make any improvements to the leased premises or perform any maintenance on the leased premises. **Lessee** shall perform maintenance as required to comply with local ordinances, including maintenance of sidewalks and terrace areas adjacent to the leased premises. Such maintenance will include, but is not limited to: mowing grass terrace areas, snow removal from any adjacent sidewalks, repair or replacement of sidewalks damaged by farming operations, and removal of litter and other debris from the property. **Lessee** may make limited improvements, at the **Lessee's** expense, to the suitability of the leased premises for the purposes of growing crops. Such improvements can be, but are not

limited to: removal of trees and weeds, application of commercial fertilizers, herbicides, insecticides, or any other product in the planting of all crops in a manner, quality and quantity consistent with all applicable laws, ordinances, regulations, and manufacturer's specifications.

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

7. **Indemnification:** The **Lessee** shall indemnify and hold the City, its officers, agents and employees harmless from any and all claims, including claims for damages to property, personal injury, consequential and incidental damages, loss of income or revenue, costs and expenses, including reasonable attorneys' fees, arising out of any acts or omissions of the **Lessee**, its employees, agents and subcontractors during the performance of this Lease.

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

9. **Best Management Practices:** **Lessee** agrees to follow the Soil Conservation Plan for the land or otherwise engage in such soil conservation and soil improvement practices that shall comply with any and all government regulations, rules, and requirements.

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

(a) **General Liability Insurance:**

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



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

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

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

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

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

14. **Default:** If **Lessee** commits waste, fails to repair damage to adjacent terraces or sidewalks, or stores any farm equipment or moveable property upon the leased premises in violation of this Lease, **Lessor** shall give **Lessee** five (5) days' notice to cure **Lessee's** default.

If **Lessee** does not cure the default within five (5) days, **Lessee** shall pay to **Lessor** a penalty of \$100.00 per day for each day that **Lessee** continues to commit waste, fails to repair damage, or continues to store equipment or moveable property on the leased premises in violation of this Lease.

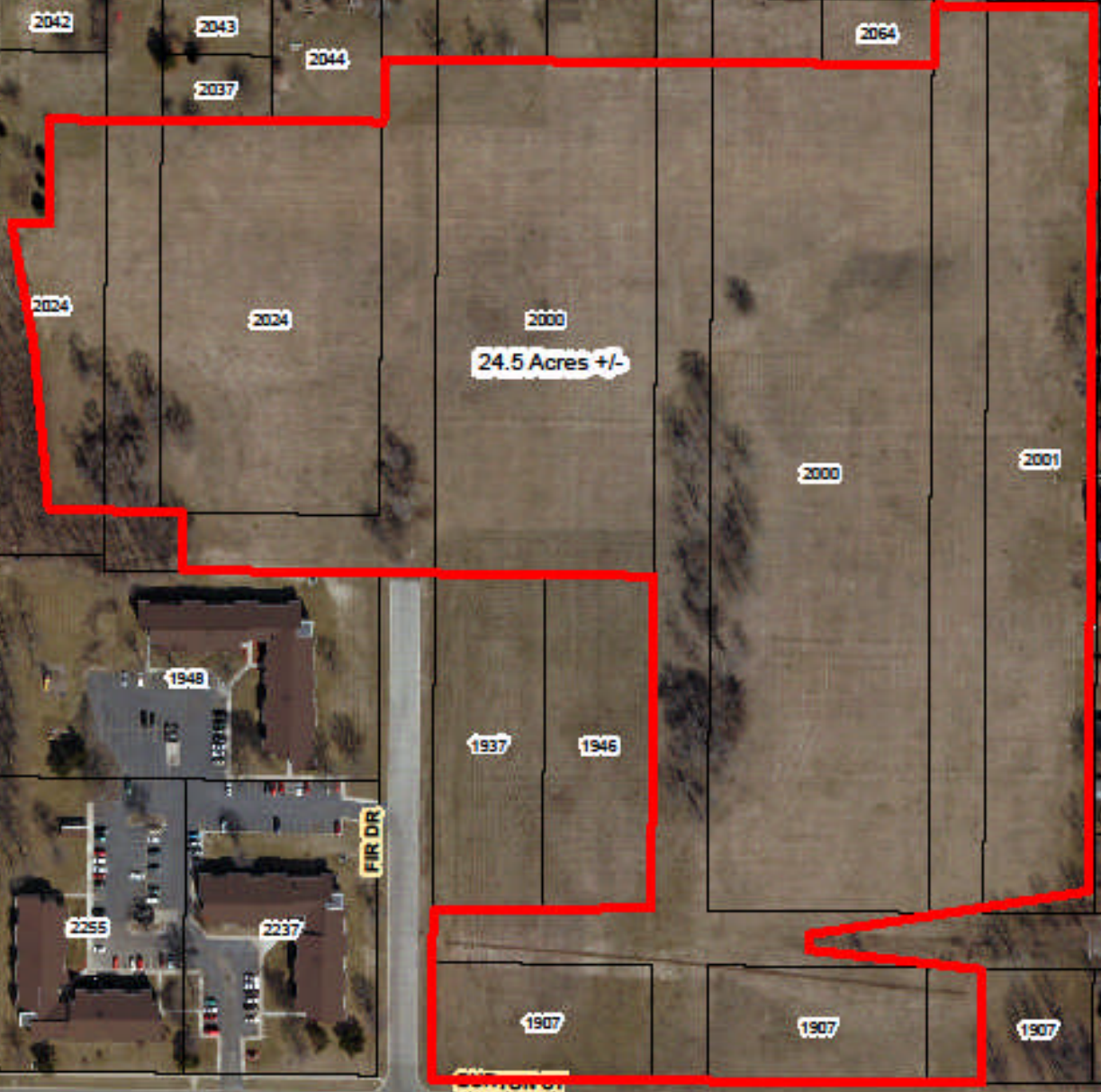
15. **Access To Property:** **Lessee** shall access the leased premises from the north end of Fir Drive adjacent to the leased premises on Burton Street. Any damage resulting from farming operations to terrace areas or sidewalks adjacent to the premises shall be restored by the **Lessee** within 15 calendar days.

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

17. **Nondiscrimination:** **Lessee** will not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. In the event any portion of this Lease is subcontracted by **Lessee**, **Lessee** shall include in such subcontract, a provision prohibiting the subcontractor from discriminating against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. This provision is inserted herein in compliance with



# Woodman Property Farm Lease



1 inch = 200 feet



**RESOLUTION APPROVING  
RECIPROCAL MUTUAL AID FIRE/EMS PROTECTION AGREEMENT**

WHEREAS, the City, through the Beloit Fire Department, currently participates in the Mutual Aid Box Alarm System for reciprocal mutual aid; and

WHEREAS, the City has been advised by the state that there is a gap in liability transfer protections when mutual aid of a type less than a full box alarm is necessary and whereby typically such mutual aid occurs on a single unit basis and not a fully box alarm response; and

WHEREAS, the City receives and provides mutual aid to partners in Green County and Rock County, Wisconsin, and Winnebago County, Illinois; and

WHEREAS, the attached agreement has been reviewed by the mutual aid partners and will facilitate a transfer of liability and mutual indemnity agreement among the partners for mutual aid that falls below the full box alarm level; and

WHEREAS, the City Council finds that this agreement is in the best interests of the City of Beloit.

NOW, THEREFORE, BE IT RESOLVED that the attached Reciprocal Mutual Aid Fire/EMS Protection Agreement is hereby approved and the City Manager be, and he is hereby, authorized to execute the same and to do all other things necessary to implement said agreement.

Adopted this 16<sup>th</sup> day of April, 2012.

**City Council of the City of Beloit**

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**Kevin D. Leavy, President**

**Attest:**

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**Rebecca S. Houseman, City Clerk**

(12-1061)



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL



**Topic:** Reciprocal Mutual Aid Fire/EMS Protection Agreement

**Date:** April 16, 2012

**Presenter(s):** Chief Bradley Liggett

**Department(s):** Fire Department

**Overview/Background Information:**

The Beloit Fire Department currently participates in the Mutual Aid Box Alarm System for its reciprocal mutual aid contract. A recent legal review of system practices in the state of Wisconsin and Illinois revealed that there is a gap in contract liability coverage in our mutual aid system. The gap exists between for Automatic Mutual Aid, and all mutual aid below the box alarm level. Typically this is mutual aid that occurs on a single unit basis for instance, a basic ambulance call, or a backup engine on a fire alarm, not the full box alarm response. State Law for MABAS does not permit the use of MABAS below the Box alarm level. This type of mutual aid requires a separate agreement to facilitate the transfer of liability. This agreement is before you today.

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

1. We are currently at risk and this agreement is necessary for us to continue to utilize mutual aid for day to day emergencies.
2. The language in the agreement is consistent with the liability provisions of our current mutual aid agreement.
3. The agreement will provide seamless transition to the MABAS System for incidents that do escalate.
4. The agreement includes mutual aid partners in Green, Rock, and Winnebago County, IL.
5. The agreement is essential for continuity of operations during normal response volumes where multiple simultaneous calls for service may only require a single resource, or where the Chiefs of Departments have agreed to provide automatic aid for target hazards.

**Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.):**  
This resolution conforms with our strategic plan in creating partnerships with other jurisdictions to develop efficiency in response to day to day emergency incidents.

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

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

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

**Action required/Recommendation:** Approval of the resolution authorizing the City Manager to enter into this agreement. Staff recommends approval.

**Fiscal Note/Budget Impact:** This contract is budget neutral.

## **RECIPROCAL MUTUAL AID FIRE/EMS PROTECTION AGREEMENT**

WHEREAS, the parties to this Agreement, hereinafter designated as "Municipalities," each maintain and operate separate fire/ems protection services; and

WHEREAS, for purposes of this Agreement, "Municipality" shall include any city, village, town or fire/ems protection district which signs this Agreement; and

WHEREAS, the Municipalities believe it is in the best interest of the residents of each of the Municipalities to cooperate for purposes of fire/ems protection and to contract for the fire/ems protection units of the Municipalities to come to the aid of other Municipalities to fight fires and to respond to other emergencies within those Municipalities when necessary; and

WHEREAS, section 66.0301, Wis. Stats., authorizes municipalities to cooperate together and to contract with other municipalities for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, the Municipalities desire to enter into a Reciprocal Mutual Aid Fire/EMS Protection Agreement upon the terms set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual agreements and covenants provided herein, the Municipalities agree as follows:

1. **PURPOSE.** It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of a Municipality's personnel and equipment to perform functions outside the territorial limits of the Municipality is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Municipalities' personnel and equipment to perform functions within the territorial limits of a Municipality is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Reciprocal Mutual Aid Fire/EMS Protection Agreement is desirable for the effective and efficient provision of mutual aid.

2. **MUTUAL AID.** For purposes of this Agreement, mutual aid shall be considered any fire, ambulance service or emergency aid rendered by a participating Municipality to another participating Municipality. Such mutual aid shall be rendered to the full extent of the lawful powers of the participating Municipalities below the MABAS Box Alarm Level.

3. **PLAN.** In the event an emergency occurs in any of the Municipalities, said Municipality may call upon any one or all of the other Municipalities for aid. The plan shall be implemented in accordance with MABAS Division 104 Policy and Procedures.

## RECIPROCAL MUTUAL AID FIRE PROTECTION AGREEMENT

The governance for policy and procedures shall lie with the MABAS Division 104 Committee of which each Unit is a member.

4. JURISDICTION OVER PERSONNEL AND EQUIPMENT. Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel of the Aiding Unit shall report for direction and assignment at the scene of the emergency to the Fire Chief or Incident Commander of the Stricken Unit. The Aiding Unit shall at all times have the right to withdraw any and all aid upon the order of its Chief Officer or his designee; provided, however, that the Aiding Unit withdrawing such aid shall notify the Incident Commander or his designee of the Stricken Unit of the withdrawal of such aid and the extent of such withdrawal.

5. COMPENSATION. Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Stricken Unit; however, any expenses recoverable from third parties and responsible parties shall be equitably distributed among Aiding Units. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing state and federal laws.

6. LIABILITY. Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement; provided, however, that such claim is not a result of willful or reckless misconduct by a party hereto or its personnel. The Stricken Unit hereby expressly agrees to hold harmless, indemnify and defend the Aiding Unit and its personnel from any and all claims, demands, liability, losses, including attorney fees and costs, suits in law or in equity which are made by a third party that may arise from providing aid pursuant to this Agreement.

All employee benefits, wage and disability payments, pensions and worker's compensation claims shall be the sole and exclusive responsibility of each party for its own employees; provided, however, that such claim is not a result of willful or reckless misconduct by a party hereto or its personnel.

The rendering of assistance under the terms of this Agreement shall not be mandatory and the Aiding Unit may refuse if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond, however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

RECIPROCAL MUTUAL AID FIRE PROTECTION AGREEMENT

7. INSURANCE. Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker’s compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party’s membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The Rock County Fire Officers Association, Inc. (hereinafter “Association”) may require that copies or other evidence of compliance with the provisions of this Section be provided to the Association. Upon request, Municipalities shall provide such evidence as herein specified to the Association members.

8. TERMINATION. Any Municipality may terminate its participation in this Agreement by mailing a notice to the Municipal Clerk and to the Fire Chief of every other participating Municipality. The date and exact time of termination shall be specified in the notice and shall be at least 30 days following the date of mailing.

This Agreement shall take effect when signed by the duly authorized officers of each participating Municipality and the signed and dated original filed with the Secretary of the Association. This Agreement shall remain in effect until terminated by one or more of the participating Municipalities, in which event all non-terminating Municipalities shall remain parties to the Agreement.

9. COUNTERPARTS. This Agreement may be signed in any number of counterparts with the same effect as if the signatures hereto were upon the same instrument.

Participating Municipalities:

City of Beloit  
Edgerton Fire District  
City of Janesville  
Town of Turtle  
Town of Beloit  
City of South Beloit, Illinois

Clinton Fire Protection District  
Evansville Fire District  
City of Milton  
Orfordville Fire District  
Village of Footville  
Evansville EMS

Name of Municipality: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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