



**AGENDA
BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, April 18, 2011**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDER OF THE DAY/ANNOUNCEMENTS
 - a. Proclamation Supporting the **YWCA's Stand Against Racism** (Jane McCauley and Latreece Sandlin, YWCA)
4. PUBLIC HEARINGS
 - a. Resolution approving the **Widening of Cranston Road** from Milwaukee Road Frontage Road to Canadian/Pacific Railroad (Botts)
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 4, 2011 (Houseman)
 - b. Resolution approving **Class "B" Beer and "Class C" Wine** License for Midwest Adventure Group, LLC d/b/a Paddle and Trail, 110 West Grand Avenue, Dan Boutelle, Agent (Houseman)
ABLCC recommendation for approval 6-0
 - c. Resolution awarding **Public Works Contract C11-12, Bushnell, College, Prospect Reconstruction** (Botts)
 - d. Resolution authorizing Final Payment of **Public Works Contract C10-04 Eastside Initiative** (Botts)
 - e. Resolution rejecting all bids for the **Public Works Contract C11-24, Gantry Structure and Gantry Plaza** (Botts)
 - f. Application for a **Conditional Use Permit** to allow indoor alcohol sales in a C-2, Neighborhood Commercial District, for the property located at 412 Liberty Avenue (Christensen) Refer to Plan Commission
 - g. Resolution approving **Farm Leases** between the City of Beloit and Gary and Michelle Hahn (Janke)
 - h. Report of **Election Board of Canvassers** (Houseman)
7. ORDINANCES – none

8. APPOINTMENTS

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

10. CITY MANAGER'S PRESENTATION

- a. City of Beloit Leisure Services **Summer Activities** Report (Ramsey)

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Resolution authorizing the Issuance and Sale of up to \$3,481,777 **Sewerage System Revenue Bonds, Series 2011**, and providing for other details and covenants with respect thereto (York)
- b. Resolution authorizing the Application and Borrowing of up to \$1,500,000 from the State of Wisconsin Board of Commissioners of Public Lands State Trust fund Loan Program for Projects contained in the **2011 Capital Improvement Budget** (York)
- c. Resolution authorizing the City Manager to enter into a revised **State/Municipal Agreement with the Wisconsin Department of Transportation** for the Design and Construction of Henry Avenue Bridge and Approaches (Botts)
- d. Resolution authorizing the City Manager to enter into an amended **Development Agreement with Alliance Development Corp.** (Janke)

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 13, 2011
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.

SUPPORTING THE YWCA'S STAND AGAINST RACISM

WHEREAS, racism, acts of hate and violence based on race, religion, ethnic heritage, gender, gender orientation or disability not only affect the victim, but affects our entire community and nation; and

WHEREAS, the City of Beloit recognizes that incidents of racism and hate or intolerance exist in our workplaces, in our government, in our schools; and because it is the right of all people to be treated with dignity, respect and justice; and

WHEREAS, it is only through awareness, education, interaction, policies, procedures and understanding of businesses, city services, governing and educational institutions that will bring an end to injustice; and

WHEREAS, the City of Beloit recognizes that incidents of racism, hate, intolerance and injustice still exists in our city and nation; and

WHEREAS, the City of Beloit supports the mission of YWCA Rock County to eliminate racism in our nation, state and community.

NOW, THEREFORE, BE IT RESOLVED by the City of Beloit City Council, that all residents of the City of Beloit support the YWCA's Stand Against Racism.

Presented this 18th day of April, 2011.

Kevin D. Leavy, City Council President

ATTEST:

Rebecca S. Houseman, City Clerk

**RESOLUTION APPROVING THE WIDENING
OF CRANSTON ROAD FROM MILWAUKEE ROAD
FRONTAGE ROAD TO CANADIAN/PACIFIC RAILROAD**

WHEREAS, Cranston Road from the frontage road to the railroad tracks is in need of reconstruction due to the current poor pavement condition; and

WHEREAS, the widening of Cranston Road from the frontage road to the railroad tracks would be for the addition of on-street bike lanes; and

WHEREAS, the City of Beloit Capital Improvement Budget for 2011 includes the funding for the widening of Cranston Road from the frontage road to the railroad tracks; and

WHEREAS, the updated Stateline Area Bike and Pedestrian System Plan dated December 31, 2010 shows this area of Cranston Road with On-Street bike lanes; and

WHEREAS, the expected life of the reconstructed concrete street is 40 years; and

WHEREAS, the City Engineer recommends the reconstruction and widening of Cranston Road based on the responses from the Public Informational meetings.

NOW THEREFORE, BE IT RESOLVED THAT the City Council of the City of Beloit, Rock County, Wisconsin does hereby approve the widening of Cranston Road from the Milwaukee Road Frontage Road to the Canadian/Pacific Railroad tracks.

Dated at Beloit, Wisconsin this 18th day of April 2011.

Kevin D. Leavy
City Council President

ATTEST:

Rebecca S. Houseman
City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution approving the widening of Cranston Road from the Milwaukee Road Frontage Road to the Canadian/Pacific Railroad.

Date: April 18, 2011

Presenter(s): David Botts, Public Works Director

Department(s): Public Works/ Engineering

Overview/Background Information:

Cranston Road is in need of reconstruction due to the poor pavement condition. The work will include new concrete pavement, new curb & gutter, new driveway approaches, new sidewalks, new lighting. The possibility of on-street bike lanes being added will depend on whether or not the widening is approved. The City of Beloit Public Participation Process requires City Council Action.

Key Issues (maximum of 5):

1. A summary of the survey results and cross-section diagrams are attached to this report. The diagrams show the cross-section for the existing roadway and the cross-section for adding the bike lanes from the frontage road to the railroad tracks.
2. Public Information meeting #1 was held on February 28, 2011. Public Information meeting #2 was held on March 21, 2011. A summary of meetings #1 and #2 are attached to this report.
3. If approved, the on-street bike lanes would add 5' on-street bike lanes in each direction.
4. The estimated cost (including contingencies) for reconstructing the roadway with the existing cross-section is approximately \$1.25 million. The estimated cost (including contingencies) for reconstructing the roadway with on-street bike lanes is \$1.5 million.

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 repairs deteriorated pavement with the possibility of adding on-street bike lanes.

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**
Adding additional bike lanes will promote the use of biking, reducing the use of motorized vehicles.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
N/A
- **Reduce dependence on activities that harm life sustaining eco-systems**
The improved pavement will reduce airborne dust and noise.
- **Meet the hierarchy of present and future human needs fairly and efficiently**
N/A

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

Action required/Recommendation:

The Engineering Division recommends approving the widening of Cranston Road from the Milwaukee Road Frontage Road to the Canadian/Pacific Railroad. The widening will include 5' on-street bike lanes for each travel direction.

Fiscal Note/Budget Impact:

The project was included in the 2011 CIP and the funding will be provided through TIF # 13.

Preliminary Project Recommendation

Eleven project approval forms were sent out to owners with parcels adjacent to the project area. The City of Beloit received a total of three responses for this project, two written and an additional phone response. The results were as follows:

Survey Results

One response in favor of widening the roadway to include 5' on-street bike lanes for the entire length of Cranston Road (from the Milwaukee Road Frontage Road to the Canadian/Pacific Railroad).

Two responses in favor of reconstructing the existing roadway without bike lanes (existing cross-section)

No responses were received in favor of only widening the road and adding on-street bike lanes between the Canadian/Pacific Railroad and Kennedy Drive.

Recommendation

The Engineering Division recommends moving forward with the widening of Cranston Road to include 5' on-street bike lanes in each direction since an unfavorable vote by 51% or more of the properties within the project area was not achieved.

Summary of Public Meeting #1 (February 28, 2011)

The meeting was scheduled between 4:00-5:00 p.m. on February 28, 2011 at the Utilities and Engineering Facility. Notification letters were sent out owner/occupants of 56 parcels adjacent to or within one block of the project. Notice was also given to the I-90 Business group. The meeting was attended by 9 people along with representatives from the Engineering Division.

At the meeting, Staff gave a brief presentation which included an overview of the project area, the need for reconstruction, the 3 alternatives being considered and a cost estimate. It was proposed and decided that the project area for future meetings would be the area of Cranston Road between the Milwaukee Road Frontage Road and the Canadian/Pacific Railroad. All future notices of meetings would only be sent to the property owners of parcels adjacent to the project area.

Option #1 (Bike lanes for entire length)

- would widen Cranston Road to include 5' on-street bike lanes in each direction from the frontage road to the railroad tracks. This is a continuation of existing on-street bike lanes along Cranston Road from Gateway Boulevard to the C/P railroad
- 4 vehicle lanes (2 in each direction)
- 5' sidewalks on both sides of Cranston
- right-of-way restrictions necessitate non-standard 18" curb & gutter to fit everything
- new lighting for entire length
- would eliminate majority of existing terrace trees
- need to work with business to restore existing landscaping
- conflicts with existing utilities exist and would necessitate the move of telephone/fiber boxes along with water hydrants

Option #2 (Bike lanes to Kennedy)

- would widen Cranston to include 5' on-street bike lanes in each direction from the railroad tracks to Kennedy Drive. This would be a continuation of the on-street bike path, but instead on continuing to the frontage road, it would terminate at Kennedy, allowing bikers to travel on less busy roads through the industrial park
- 4 vehicle lanes (2 in each direction)
- 5' sidewalks on both sides of Cranston
- right-of-way restrictions would necessitate non-standard 18" curb & gutter for the block with on-street bike lanes. The rest of the project would have standard 30" curb & gutter
- new lighting for entire length
- existing terrace trees would need to be eliminated in areas where conflicts occur with new sidewalk
- need to work with business to restore existing landscape
- project would terminate at the Aldi's driveway

Option #3 (reconstruct existing roadway without bike lanes)

- would reconstruct Cranston Road keeping the current cross-section
- 4 vehicle lanes (2 in each direction)

Meeting #1 Continued

- utilize existing sidewalks, fill in gaps on both sides with 5' sidewalks
- some terrace tree removals, but existing landscaping would remain
- new lighting for entire length
- project would terminate at Aldi's driveway

Meeting Comments:

-representatives from Broaster were concerned about sidewalks and asked if we would be able to have the bike lanes, but no sidewalks

-Frito-Lay wanted to work with the City to keep access to their visitor parking lot, and if necessary have time to remove some of the affected trees from their landscaping

-Aldi's was concerned about the coordination between the Milwaukee Road sidewalk project and the Cranston Road project.

-representatives from Aldi's, Broaster, and Frito-Lay requested that the drawings from the presentation be forwarded to them via e-mail

Next meeting would be scheduled in approximately 1 month.

Summary of Public Meeting #2 (March 10, 2011)

The meeting was scheduled between 4:00-5:00 p.m. on March 10, 2011 at the Utilities and Engineering Facility. Notification letters were sent out to 11 owners with parcels adjacent to the project area. The notification also included the project approval form. The meeting was attended by 3 people along with representatives from the Engineering Division.

At the meeting, Staff gave a brief presentation which included the need for reconstruction and the 3 alternatives being considered. A comment session followed and then staff informed the people present that there would be a two week time frame to return the project approval form.

Meeting Comments:

- representatives from Broaster had concerns about the upkeep of the sidewalk, especially the heavy snow that would pile up after the plow went through. Also, they wanted to set up meeting in field to discuss temporary gravel for driveway access and the impacts (if any) to their landscaping.
- Broaster was concerned about the location of Alliant switchgear at the corner of Kennedy and thought it was an obstruction to drivers.
- Representatives from Frito-Lay asked about the possibility of sidewalk on only one side. Also wanted to know if the cost of moving landscaping would be included in contract costs.
- Frito-Lay was also very concerned about the Alliant switchgear at Kennedy Drive.

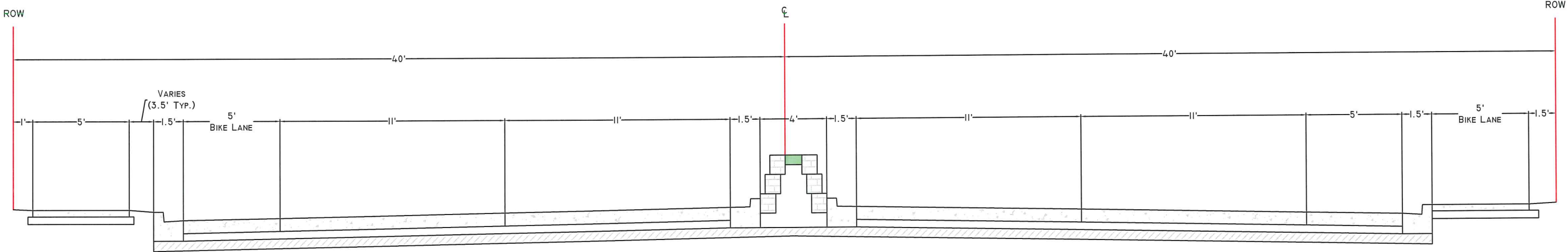
CRANSTON ROAD TRAFFIC PROJECTIONS

YEAR	VOLUME WITH AVERAGE GROWTH
2007	6373 (Actual Count)
2008	6800
2009	7000
2010	7220
2011	7430
2012	7650
2013	7900
2014	8120
2015	8360
2016	8620
2017	8880
2018	9140
2019	9420
2020	9700
2021	10000
2022	10300
2023	10610
2024	10930
2025	11260
2026	11600
2027	11950
2028	12300
2029	12670
2030	13050
2031	13440

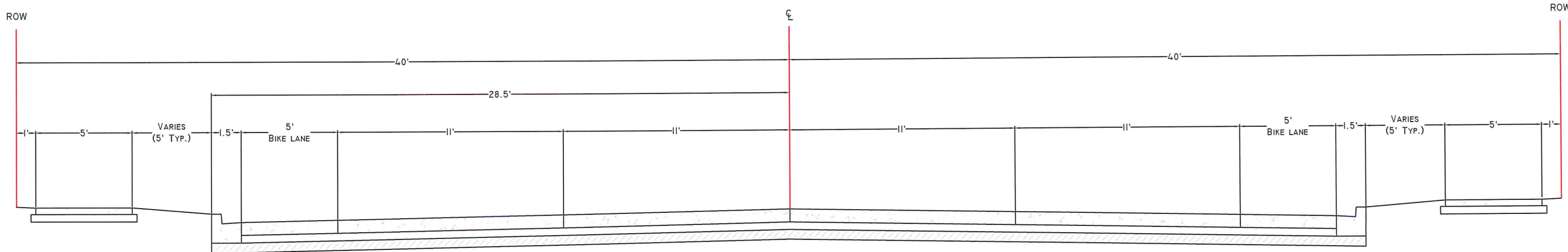
Note 1: All traffic volumes given are Average Annual Daily Traffic, which is the average volume in a 24-hour period for both directions of travel

Note 2: Future traffic projections are based on an approximate 3% growth per year, due to possible development in the Gateway area.

WIDENING WITH ON-STREET BIKE LANES

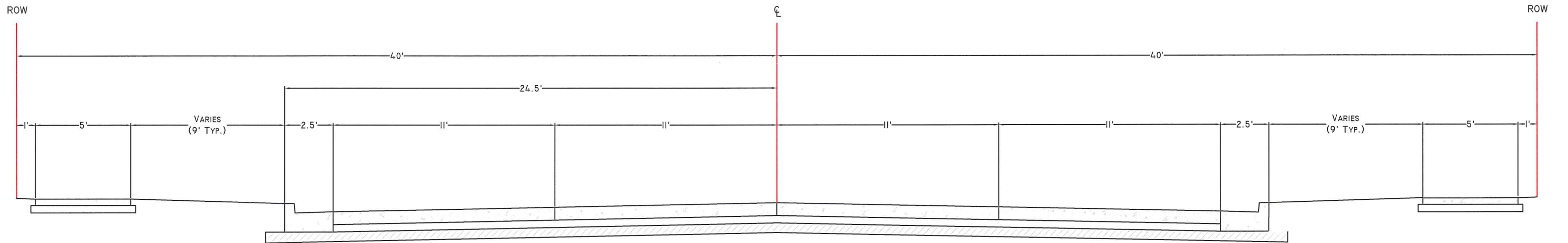


MEDIAN TO FRONTAGE ROAD



R.R. TRACKS TO MEDIAN

NO-WIDENING (NO BIKE LANES)



R.R. TRACKS TO ALDI'S DW



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
Monday, April 4, 2011

Presiding: Kevin D. Leavy
Present: Sheila De Forest, Martin Densch, Charles Haynes, Heidi Johns, Eric Newnham, and James Van De Bogart

1. The meeting was called to order at 7:03 p.m.
2. SPECIAL ORDER OF THE DAY/ANNOUNCEMENTS
 - a. Vice-President Van De Bogart presented the Proclamation recognizing April as **National Fair Housing Month** to Gretchen Roy, Vice-Chair, Equal Opportunities and Human Relations Commission (EOHRC). Ms. Roy noted the recent fair housing seminars and other events that the EOHRC has organized including the upcoming mock fair housing hearing on April 16th in the Forum.
3. PUBLIC HEARINGS – none
4. CITIZENS' PARTICIPATION – none
5. CONSENT AGENDA

Councilor Johns moved to adopt, second by Councilor De Forest. The motion carried 7-0 that the following items from the Consent Agenda be accepted, approved, adopted, or referred and acted upon as required by state and local codes.

- a. **Minutes** of the regular meeting of March 21 and the special meeting of March 25, 2011, were approved.
 - b. Application for **Class "A" Beer and "Class A" Liquor** for Emad Qutoum d/b/a Liberty Mart, 412 Liberty Avenue, was referred to the Alcohol Beverage License Control Committee. File 8449
 - c. Resolution authorizing Final Payment of **Public Works Contract C10-01 Wayfinding Signs** was approved. File 8370/8445
 - d. Resolution authorizing Final Payment of **Public Works Contract C10-03 Fourth Street and Third Street Parking Lot Improvements** was approved. File 8465
6. ORDINANCES – none
 7. APPOINTMENTS – none
 8. COUNCILOR ACTIVITIES AND UPCOMING EVENTS
 - a. Councilor De Forest said that there would be Town Hall-style budget workshops to receive residents' input on the 2012 budget on April 13th at Grinnell Hall and on April 14th at the Rotary River Center at 6:30 p.m. and an informal budget survey would be available on the City's website soon. She commended the Nightingale's Dance concert at Beloit Memorial High School. She said that she would be participating in the EOHRC mock hearing on April 16th in The Forum and thanked Teri Downing for her commitment to Fair Housing in Beloit.
 - b. Councilor Van De Bogart said that he helped deliver Meals on Wheels with other community members during lunch on March 23rd.
 - c. Councilor Haynes reminded everyone to vote in the April 5th Spring Election.
 - d. Councilor Johns echoed the previous statement and said that the polls are open from 7 a.m. to 8 p.m.

- e. Councilor Newnham said that voting is a great opportunity to speak and be heard. He also commended the City Manager and his staff for holding preliminary budget meetings with the public so far in advance.
- f. President Leavy echoed the other Councilors' remarks about voting and said that voting is a great way to let your voice be heard.

9. CITY MANAGER'S PRESENTATION

- a. The **Yard Waste** Collection Program was presented by Public Works Director Dave Botts. Mr. Botts reviewed the rules, rates, and schedules for the special and monthly curbside yard waste collection programs. He also mentioned that residents may take their yard waste to Leafan Compost Center. Councilor Van De Bogart asked about the disposal of garlic mustard, and Mr. Botts answered that residents should dispose of garlic mustard in their regular trash with a label so that the trash collector knows that it is not yard waste.

10. REPORTS FROM BOARDS AND CITY OFFICERS – none

- 11. At 8:17 p.m., Councilor Johns moved to adjourn the meeting, second by Councilor De Forest. The motion carried.

Rebecca S. Houseman, City Clerk

www.ci.beloit.wi.us

Date approved by Council:

**RESOLUTION APPROVING CLASS "B" BEER AND
"CLASS C" WINE LICENSE**

WHEREAS, an application has been received for a Class "B" Beer and "Class C" Wine License for Midwest Adventure Group, LLC d/b/a Paddle and Trail; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Class "B" Beer and "Class C" Wine License for Midwest Adventure Group, LLC, d/b/a Paddle and Trail, 110 West Grand Avenue, Dan Boutelle, Agent is hereby approved.

Dated this 18th day of April 2011.

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 12, 2011
SUBJECT: Paddle and Trail

The Alcohol Beverage License Control Committee recommends approval of the Class "A" Beer and "Class C" Wine License application of Midwest Adventure Group, LLC, d/b/a Paddle and Trail, 110 West Grand Avenue, Daniel Boutelle, 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 20 ending 6-30 20 11

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): Midwest Adventure Group, 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.

President/Member President Walter Loos 10019 Nettunda Rd Edgerton, WI 53534
 Vice President/Member _____
 Secretary/Member _____
 Treasurer/Member _____

Agent Dan Bouteille, 703 Park, Beloit WI 53511
 Directors/Managers _____

3. Trade Name Paddle and Trail Business Phone Number 608-215-3773
 4. Address of Premises 110 W Grand Ave B 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 WI and date 3/10 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.) one room 22x100 at 110 W Grand Ave Beloit

10. Legal description (omit if street address is given above): Basement Storage

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 February, 20 11

Jessie Simpson
 (Clerk/Notary Public)
 My commission expires 06/26/11

W Loos
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
 (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk <u>2-22-11</u>	Date reported to council/board	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>456-1026916736-03</u>	
Federal Employer Identification Number (FEIN): <u>27 2319451</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100</u>
<input type="checkbox"/> Wholesale beer	\$
<input checked="" type="checkbox"/> Class C wine	\$ <u>100</u>
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>50 - PAID 2-22-11</u>
TOTAL FEE	\$

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 Midwest Adventure Group, 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 Paddle and Trail

located at 110 W Grand Ave Beloit, WI 53511
(trade name)

appoints ~~WWS~~ Daniel Boutelle
(name of appointed agent)
703 Park Ave Beloit WI 53511
(home address of appointed agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 35 yrs

Place of residence last year _____

For: Midwest Adventure Group LLC
(name of corporation/organization/limited liability company)

By: WWS
(signature of Officer/Member/Manager)

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

ACCEPTANCE BY AGENT

I, Daniel Boutelle, 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.

Daniel Boutelle 2/21/2011 Agent's age _____
(signature of agent) (date)
703 Park Ave Beloit WI 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) Loos Walter Edward			Social Security Number		
Home Address (street/route) 10014 N Ellendale Rd / Edgerton		Post Office Edgerton	City Edgerton	State WI	Zip Code 53534
Home Phone Number 608-580-0086		Age	Date of Birth	Place of Birth Belleville, Ontario	

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.
- President of Midwest Adventure Group, 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? 2008
- 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
Easter Seals WI			
Paddle and Trail	7212 N Alpine Rd PARK, IL 60141	4/10	7/10

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 February, 2011
Josie Simpson
(Clerk/Notary Public)
My commission expires 06/26/11

W Loos
(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) Boutelle Daniel D			Social Security Number		
Home Address (street/route) 703 Park		Post Office PO Box 931	City Beloit	State WI	Zip Code 53572-0931
Home Phone Number 608 751 6039		Age	Date of Birth	Place of Birth 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 Midwest Adventure Group, LLC
(Office/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
- which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 35 yrs
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. (Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer license; brewery/winery permit or wholesale liquor manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)
6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Morgan Stanley	33 E Main, Madison	3/2010	12/2010
Boutelle Agency	136 W-Grand, Beloit	5/81	present

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 14th day of February, 2011
Jelene J. Ahrens
(Clerk/Notary Public)
My commission expires 12-11-11

Daniel Boutelle
(Signature of Named Individual)



**RESOLUTION
AWARDING CONTRACT C11-12
BUSHNELL, PROSPECT, COLLEGE RECONSTRUCTION**

WHEREAS, four competitive bids were received, the low bid being from Rock Road, Companies Inc., and,

WHEREAS, Rock Road Companies, Inc. is a qualified bidder, therefore,

IT IS RESOLVED, that Contract C11-12 Bushnell, Prospect, College Reconstruction, be, and hereby is, awarded to Rock Road Companies Inc., Janesville, Wisconsin, in the following amounts:

Rock Road Companies, Inc.
P.O. Box 1779
Janesville, WI 53547

Base Bid	\$ 592,367.19
Allowance for Change Orders and/or Extra Work	<u>\$ 88,855.08</u>
TOTAL PROJECT COST	\$ 681,222.27

AND IT IS FURTHER RESOLVED, that the amount of \$681,222.27, be, and hereby is, funded as follows:

P4502588-5514-2011 Streets	\$ 681,222.27
TOTAL	<hr/> \$ 681,222.27

Dated at Beloit, Wisconsin this 18th day of April 2011

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 Construction Contract for C11-12 Bushnell, Prospect, College Reconstruction

Date: April 18, 2011

Presenter(s): David Botts, Public Works Director **Department(s):** Public Works/ Engineering

Overview/Background Information:

This project will reconstruct 4-inch pavement, curb & gutter, sidewalk, driveway aprons, water main and water laterals on Bushnell (Pleasant to College), Prospect (St. Paul to Bushnell) and College (E. Grand to Bushnell)

Additional street lighting and decorative corner treatments will also be added.

Key Issues (maximum of 5):

1. Four bids were received for this project. The low bid of \$592,367.19 was from Rock Road Companies, Inc. and is 2.96% more than the engineer's estimate of \$575,336.75
 2. Rock Road Companies, Inc. is considered a responsible bidder for this project.
 3. The costs for this project are as follows: \$592,367.19 for construction, \$ 88,855.08 for Change Orders or extra work, for a total of \$681,222.27.
 4. No properties will be special assessed for this project.
-

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 repairs deteriorated streets thereby improving the area.
-

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**
The improved pavement will reduce airborne dust and noise.
 - **Meet the hierarchy of present and future human needs fairly and efficiently**
N/A
-

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

Action required/Recommendation:

The Engineering Division recommends awarding this Public Works Contract to Rock Road Companies, Inc. in the amount of \$592,367.19.

Fiscal Note/Budget Impact:

Adequate funding is available in the 2011 Capital Improvement Plan.

CITY OF BELOIT

DEPARTMENTAL CORRESPONDENCE

TO: Michael Flesch, City Engineer

FROM: William Frisbee, Storm Water Engineer

DATE: April 8, 2011

SUBJECT: Bid Results for Contract C11-12
Bushnell, Prospect, College Reconstruction

Pursuant to advertisements placed March 23 and 30, 2011, bids were received until 10:30 a.m. on April 7, 2011 for the Bushnell, Prospect, College Reconstruction. A tabulation of bids is attached.

Four were received for this project as follows:

1. <i>Engineer's Estimate</i>		\$ 575,336.75	- 2.96%
2. Rock Road Companies, Inc.	Janesville, WI	\$ 592,367.19	*Low Bid*
3. Iverson Construction, LLC	Cottage Grove, WI	\$ 593,346.75	+ 0.16%
4. E & N Hughes Co. Inc.	Monroe, WI	\$ 625,675.95	+ 5.62%
5. Fischer Excavating, Inc.	Freeport, IL	\$ 732,748.84	+23.70%

Upon review of the Contractor's Proof of Responsibility Statement, Rock Road Companies, Inc. is determined to be a responsible bidder.

I recommend that the contract be awarded to Rock Road Companies, Inc. of Janesville, WI. The following is a breakdown of the proposed project cost:

COSTS

Rock Road Companies, Inc. Base Bid	\$ 592,367.19
Allowance for Change Orders and/or Extra Work	<u>\$ 88,855.08</u>
TOTAL PROJECT COST	\$ 681,222.27

PROJECT INFORMATION

This project will reconstruct 4-inch pavement, curb & gutter, sidewalk, driveway aprons, water main and water laterals on Bushnell (Pleasant to College), Prospect (St. Paul to Bushnell) and College (E. Grand to Bushnell)

Additional street lighting and decorative corner treatments will also be added.

**RESOLUTION
AUTHORIZING FINAL PAYMENT OF
PUBLIC WORKS CONTRACT C10-04
EASTSIDE INITIATIVE**

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

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

IT IS RESOLVED, that Rock Road Companies, Inc. be paid \$13,786.76 as the final payment for Contract C10-04, Eastside Initiative, as recommended by the City Engineer.

Dated at Beloit, Wisconsin this 18th day of April, 2011.

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 Final Pay for C010-04, Eastside Initiative

Date: April 18, 2011

Presenter(s): Dave Botts , Public Works Director

Department(s): Public Works/Engineering

Overview/Background Information:

Rock Road Companies, Inc. has completed construction of project C10-04 Eastside Initiative, and has submitted all of the required paperwork and bonds. Final payment now needs to be issued.

Key Issues (maximum of 5):

1. Rock Road Companies, Inc. was the low bidder for this project, and they have completed construction to the satisfaction of Engineering.
2. The contractor is due \$13,786.76 for the completion of the project.

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

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

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

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

Action required/Recommendation:

The Engineering Division recommends approval of the final payment to Rock Road Companies, Inc. for \$13,786.76

Fiscal Note/Budget Impact:

Funds are available in the 2010 CIP budget.

CITY OF BELOIT
DEPARTMENTAL CORRESPONDENCE

TO: Michael Flesch, City Engineer

FROM: Bill Frisbee, Storm Water Engineer

DATE: March 23, 2011

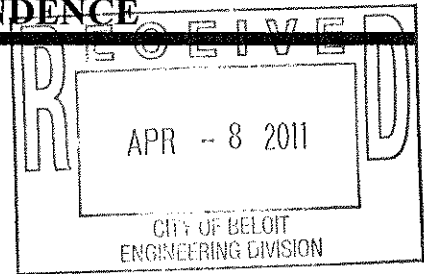
SUBJECT: Final Payment Contract C10-04
Eastside Initiative

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

The original contract amount was for \$444,156.55, and the final contract amount is \$501,816.86. The increase in cost was primarily due to quantity changes. Payments to date under this contract total \$488,030.10. All lien waivers from subcontractors are on file.

Therefore, I recommend a final payment in the amount of \$13,786.76 be made to Rock Road Companies, Inc.

CITY OF BELOIT
DEPARTMENTAL CORRESPONDENCE



TO: William Frisbee

FROM: Thomas R. Casper *TRC*

DATE: April 7, 2011

SUBJECT: **Final Payment Public Works Contract C10-04**
Rock Road Companies, Inc.
Eastside Initiative

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

/tdh
encs.

RESOLUTION
REJECTING ALL BIDS FOR THE GANTRY STRUCTURE AND GANTRY PLAZA

WHEREAS, the adopted Capital Improvements Budget for 2010 provided funding and an appropriation for the construction of the Gantry Structure and Gantry Plaza, and;

WHEREAS, project design and construction bid specifications were developed by the City Engineer and distributed to qualified contractors, and;

WHEREAS, the project would construct a decorative industrial art structure, a raised stage, decorative multi-colored lighting accents, a sloped lawn area, landscaped planters, and decorative benches, trash and recycling receptacles, and brick inlays, and;

WHEREAS, on April 7, 2011, Four (4) competitive bids were received, and;

WHEREAS, all bids received were significantly above available funding for the project, and;

WHEREAS, the City of Beloit has determined that it is in the best interest of the City to reject any and all bids submitted and received;

NOW, THEREFORE BE IT RESOLVED, that any and all bids for Contract C11-24, Gantry Structure and Gantry Plaza, be, and hereby are, rejected pursuant to the City of Beloit reservation of the right to reject all bids.

Dated at Beloit, Wisconsin this 18th day of April, 2011.

City Council of the City of Beloit

Kevin D. Leavy
Council President

ATTEST:

Rebecca S. Houseman
City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Rejection of Bids for C11-24, Gantry Structure and Gantry Plaza

Date: April 18, 2011

Presenter(s): David Botts, Public Works Director

Department(s): Public Works/Engineering

Overview/Background Information:

This project will construct a decorative industrial art structure, a raised stage, decorative multi-colored lighting accents, a sloped lawn area, landscaped planters, and decorative benches, trash and recycling receptacles, and brick inlays.

Key Issues (maximum of 5):

1. Four (4) bids were received for this project. The low bid of \$ 316,516.40 was from Gilbank Construction, Inc. and is 27.8% more than the engineer's estimate of \$ 228,397.00.
2. The costs for this project are \$115,000 over the established budget for this project.
3. The City Engineer recommends rejecting any and all bids for this project.

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 will enhance the quality of life in Beloit by improving the appearance and amenities available in the Beloit City Center.

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 project meets the present and future human needs by providing a signature gathering space for downtown activates.

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

Action required/Recommendation:

The Engineering Division recommends rejecting any and all bids for this project.

Fiscal Note/Budget Impact:

Adequate funding is not available in the amended 2010 Capital Improvement Plan under State Street Reconstruction.

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Conditional Use Permit Application for the property located at 412 Liberty Avenue – Council Referral to the Plan Commission

Date: April 18, 2011

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

Emad Qutoum, the owner & operator of Liberty Mart, has filed an application for a Conditional Use Permit to allow indoor alcohol sales in a C-2, Neighborhood Commercial District, for the property located at 412 Liberty Avenue.

Key Issues (maximum of 5):

- On January 25, 2010, the City Council revoked the applicant's Alcohol Beverage License.
- The subject property was rezoned from C-1, Office District to C-2 on March 21, 2011.
- Prior to revocation, the sale of alcoholic beverages in a C-1, Office District, constituted a legal nonconforming use of the subject property. Because the applicant had to wait at least one year before applying for a new license, the legal nonconforming status of the subject property lapsed.
- The subject property has been rezoned to C-2, but the applicant still needs a Conditional Use Permit and an Alcohol Beverage License before he may resume selling alcoholic beverages.

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 20, 2011 meeting
- This item will most likely return to the City Council for a public hearing and possible action on May 16, 2011

Fiscal Note/Budget Impact: N/A

Attachments: Application

CITY of BELOIT

Neighborhood Planning Division

100 State Street, Beloit, WI 53511 Phone: (608) 364-6700 Fax: (608) 364-6609

Conditional Use Permit Application

(Please Type or Print)

File Number: CU-2011-01

1. Address of subject property: 412 LIBERTY AVENUE

2. Legal description: _____

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

Property dimensions are: 260 feet by 260 feet = 2,600 square feet.

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

3. Tax Parcel Number(s): 13581655

4. Owner of record: EMAD QUTOUM Phone: (608) 365-1773

1997 LANE DR BELOIT WI 53511
(Address) (City) (State) (Zip)

5. Applicant's Name: EMAD QUTOUM

1997 LANE DR BELOIT WI 53511
(Address) (City) (State) (Zip)

(Office Phone #) (Cell Phone #) (E-mail Address)

6. All existing use(s) on this property are: SMALL CONVENIENCE STORE
(COMMERCIAL)

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

A Conditional Use Permit for: 412 LIBERTY AVENUE For Alcoholic Use
in a(n) C-2 Zoning District.

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

Principal use: CONVENIENCE STORE / MARKET AND
SALE OF ALCOHOLIC BEVERAGES

Secondary use: NONE

Accessory use: NONE

9. Project timetable: Start date: 2/01/2011 Completion date: 2/10/2011

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: SOLE OWNER OF THE PROPERTY AND SOLE OWNER OF THE EXISTING BUSINESS

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

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

[Signature] / EMAD QUTOUM / 1-26-11
(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 20, 2011

No. of notices: _____ x mailing cost (\$0.50) = cost of mailing notices: \$ _____

Application accepted by: [Signature] Date: 3/23/11

**RESOLUTION
APPROVING FARM LEASES
BETWEEN THE CITY OF БЕЛОIT
AND GARY & MICHELLE HAHN**

The City Council of the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Farm Leases between the City of Beloit and Gary & Michelle Hahn 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 18th day of April 2011.

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: Resolution approving farm leases between Gary and Michelle Hahn and the City of Beloit.

Date: 4/18/11

Presenter(s): Andrew Janke

Department(s): Economic Development

Overview/Background Information: Staff is recommending a one-year Farm Lease extension to Gary and Michelle Hahn for the City and GBEDC owned land. Prior to the Lease expiration date of December 31, 2011, the city will send out an RFP to the existing and other potential growers in attempt to negotiate a higher lease rate. Staff is proposing to change the customary leasing period so potential growers can be contract in early fall allowing them to prepare the land for spring planting. The following lease rates reflect a 3% increase over the 2010 lease rate.

Key Issues (maximum of 5):

1. The Gateway Business Park has acreage that lies east of I-90, north and south of Colley Road and contains 224 acres of tillable land and will generate \$35,472.20 in rental income.
2. The City owned land surrounding the wastewater treatment plant is comprised of 103.547 acres of tillable land and will generate \$17,225.58 in rental income.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.): As the leased land is zoned for future industrial development, it supports Goal #2 since it could result in the creation of new jobs and leverage new private investment.

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

- **Reduce dependence upon fossil fuels**
These leases support the dependence on fossil fuel as some of the harvested corn is used in the production of ethanol.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
NA
- **Reduce dependence on activities that harm life sustaining eco-systems**
The proposed development will not impact wetlands or sensitive wildlife.
- **Meet the hierarchy of present and future human needs fairly and efficiently**
Some of the corn harvested will meet human needs by being put into food production.

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

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

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

FARM
LEASE

THIS LEASE is made this 18th of April, 2011, by and between the **City of Beloit**, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter referred to as "**Lessor**"), and **Gary & Michelle Hahn**, with a principal place of business located at **3916 E County Road S, Beloit, Wisconsin** (hereinafter referred to as "**Lessee**").

1. **Leased Premises:** **Lessor** hereby leases to **Lessee** the property described on Exhibit A (map) which is attached hereto. The leased premises consist of approximately 224 tillable acres of farmland. There are no buildings on the leased premises as shown on Exhibit A.

2. **Term:** This Lease shall commence upon the date of execution hereof and end on December 31, 2011.

3. **Rent:** **The Lessee** shall pay to the **Lessor** as rent for the Lease of the property described above the sum of \$35,472.20 payable at the Office of the City Treasurer, City Hall (Attn: Finance), 100 State Street, Beloit, Wisconsin, as follows:

\$17,736.10 on or before May 20, 2011; and

\$17,736.10 on or before November 18, 2011.

4. **Rent Abatement:** **Lessor** shall have the right to sell any portion of the leased premises during the term of this lease. **Lessee** hereby permits the **Lessor** and any prospective buyer or their agents or designees of the leased premises to enter upon the same for the purpose of

conducting soil borings and/or surveying the leased premises, provided that buyer gives **Lessee** five days' notice of buyer's intent to enter thereon. Neither **Lessor nor** the prospective buyer shall be liable for any crop damage resulting from soil borings or surveying activities, provided that such damage is kept to the minimum amount necessary to accomplish the same. If **Lessor** sells any portion of the leased premises during the term of this lease, **Lessor** shall require the buyer, as a condition of sale, to either:

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

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

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

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

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

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

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

(a) **General Liability Insurance:**

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

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

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

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

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

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

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

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

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

and shall be interpreted so as to carry out the intent of that ordinance.

17. **Nondiscrimination:** Lessee will not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. In the event any portion of this Lease is subcontracted by Lessee, Lessee shall include in such subcontract, a provision prohibiting the subcontractor from discriminating against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of said ordinance.

18. **Amendments:** This Lease may be amended only by written mutual agreement of the Lessor and Lessee.

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

To Lessor: City of Beloit

Attn: Andrew L. Janke, CPM

100 State Street

Beloit WI 53511

To Lessee: Gary & Michelle Hahn

3916 E County Road S

Beloit WI 53511

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

LESSOR: CITY OF BELOIT

LESSEE:

By: _____
Larry N. Arft, City Manager

By: _____
Gary Hahn

By: _____
Michelle Hahn

Attest:

By: _____
Rebecca S. Houseman, City Clerk

Approved as to Form:

By: _____
Thomas R. Casper, City Attorney

LAND OWNER:

GREATER BELOIT ECONOMIC DEVELOPMENT CORPORATION

By: _____

John Nicholas, Chairman

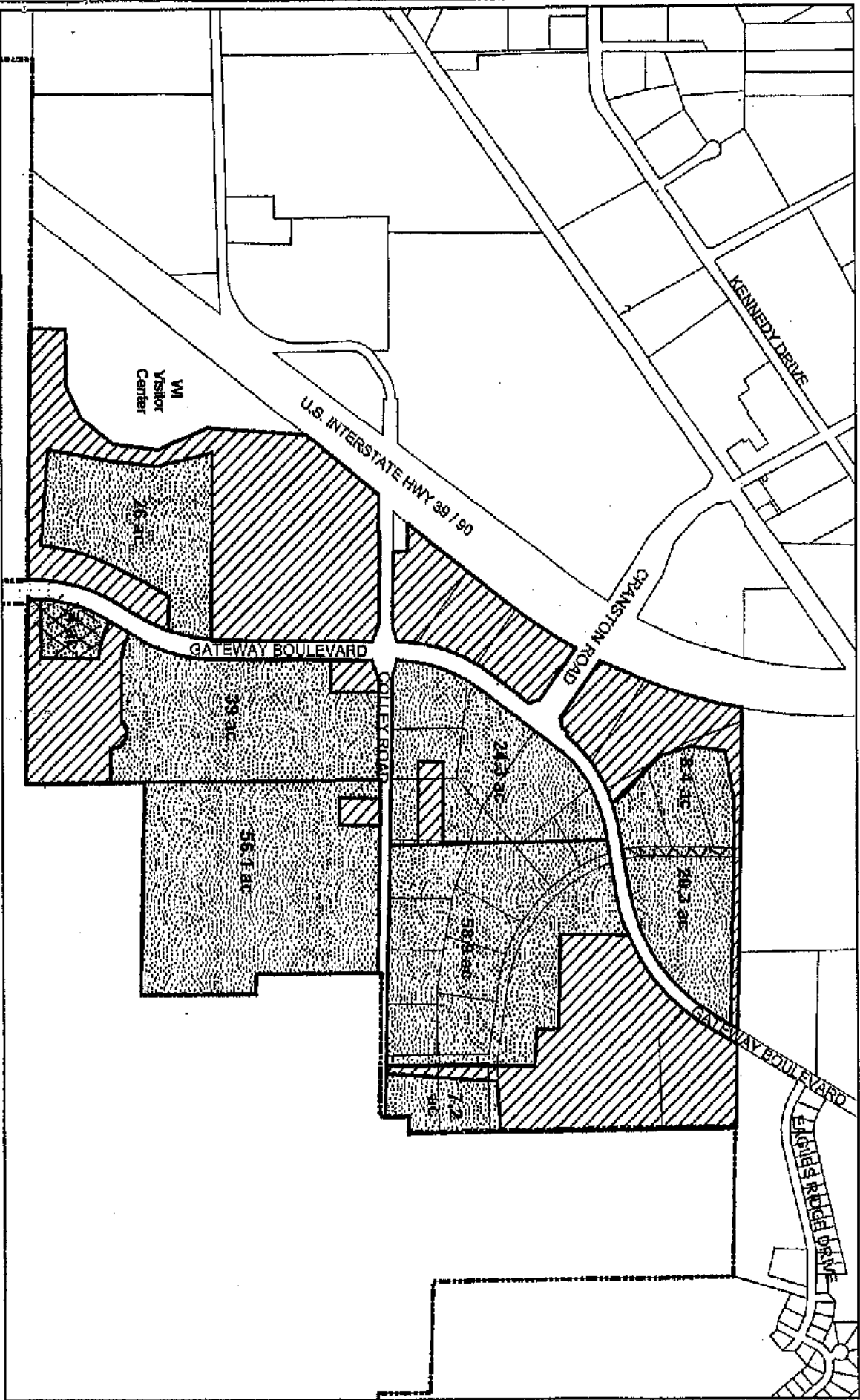
OPTION

HOLDER: **MLG COMMERCIAL**




By: _____

Andy Teske, Corporate Council

CITY OF BELOIT GATEWAY AREA FARMING MAP



Legend

-  Farmable
-  Non Farmable
-  City Limits



THIS MAP IS INTENDED TO BE AN INDICATOR OF FARM, NONFARM, AND VISITOR CENTER LAND USE. THE CITY OF BELOIT AND ITS ENGINEERING DIVISION DO NOT WARRANT THE ACCURACY OF THE DATA OR THE RESULTS OF THE ANALYSIS. THE CITY OF BELOIT AND ITS ENGINEERING DIVISION ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE CITY OF BELOIT AND ITS ENGINEERING DIVISION ARE NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS MAP. THE CITY OF BELOIT AND ITS ENGINEERING DIVISION ARE NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS MAP.

Drawn by: Kathy Benz
 Engineering Division
 December 2, 2005



CITY OF BELOIT, WISCONSIN
 Superior Planning Services

FARM

LEASE

THIS LEASE is made this 18th of April, 2011, by and between the **City of Beloit**, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter referred to as "**Lessor**"), and **Gary & Michelle Hahn**, with a principal place of business located at **3916 E County Road S, Beloit, Wisconsin** (hereinafter referred to as "**Lessee**").

1. **Leased Premises:** **Lessor** hereby leases to **Lessee** the property described on Exhibit A (map) which is attached hereto. The leased premises consist of approximately 103.547 tillable acres of farmland. There are no buildings on the leased premises as shown on Exhibit A.

2. **Term:** This Lease shall commence upon the date of execution hereof and end on December 31, 2011.

3. **Rent:** The **Lessee** shall pay to the **Lessor** as rent for the Lease of the property described above the sum of \$17,225.58 payable at the Office of the City Treasurer, City Hall (Attn: Finance), 100 State Street, Beloit, Wisconsin, as follows:

\$8,612.79 on or before May 20, 2011; and

\$8,612.79 on or before November 18, 2011.

4. **Rent Abatement:** **Lessor** shall have the right to sell any portion of the leased premises during the term of this lease. **Lessee** hereby permits the **Lessor** and any prospective buyer or their agents or designees of the leased premises to enter upon the same for the purpose of conducting soil borings and/or surveying the leased premises, provided that buyer gives **Lessee** five days notice of buyer's intent to enter thereon. Neither **Lessor** nor the prospective buyer shall be liable for any crop damage resulting from soil borings or surveying activities,

provided that such damage is kept to the minimum amount necessary to accomplish the same. If **Lessor** sells any portion of the leased premises during the term of this lease, **Lessor** shall require the buyer, as a condition of sale, to either:

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

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

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

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

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

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

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

(a) **General Liability Insurance:**

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

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

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

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

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

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

14. **Default:** If Lessee commits waste or stores any farm equipment or moveable

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

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

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

17. **Nondiscrimination:** **Lessee** will not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. In the event any portion of this Lease is subcontracted by **Lessee**, **Lessee** shall include in such subcontract, a provision prohibiting the subcontractor from discriminating against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so

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Beloit WI 53511

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

LESSOR: CITY OF BELOIT

LESSEE:

By: _____

By: _____

Larry N. Arft, City Manager

Gary Hahn

By: _____

Michelle Hahn

Attest:

By: _____

Rebecca S. Houseman, City Clerk

Approved as to Form:

By: _____

Thomas R. Casper, City Attorney

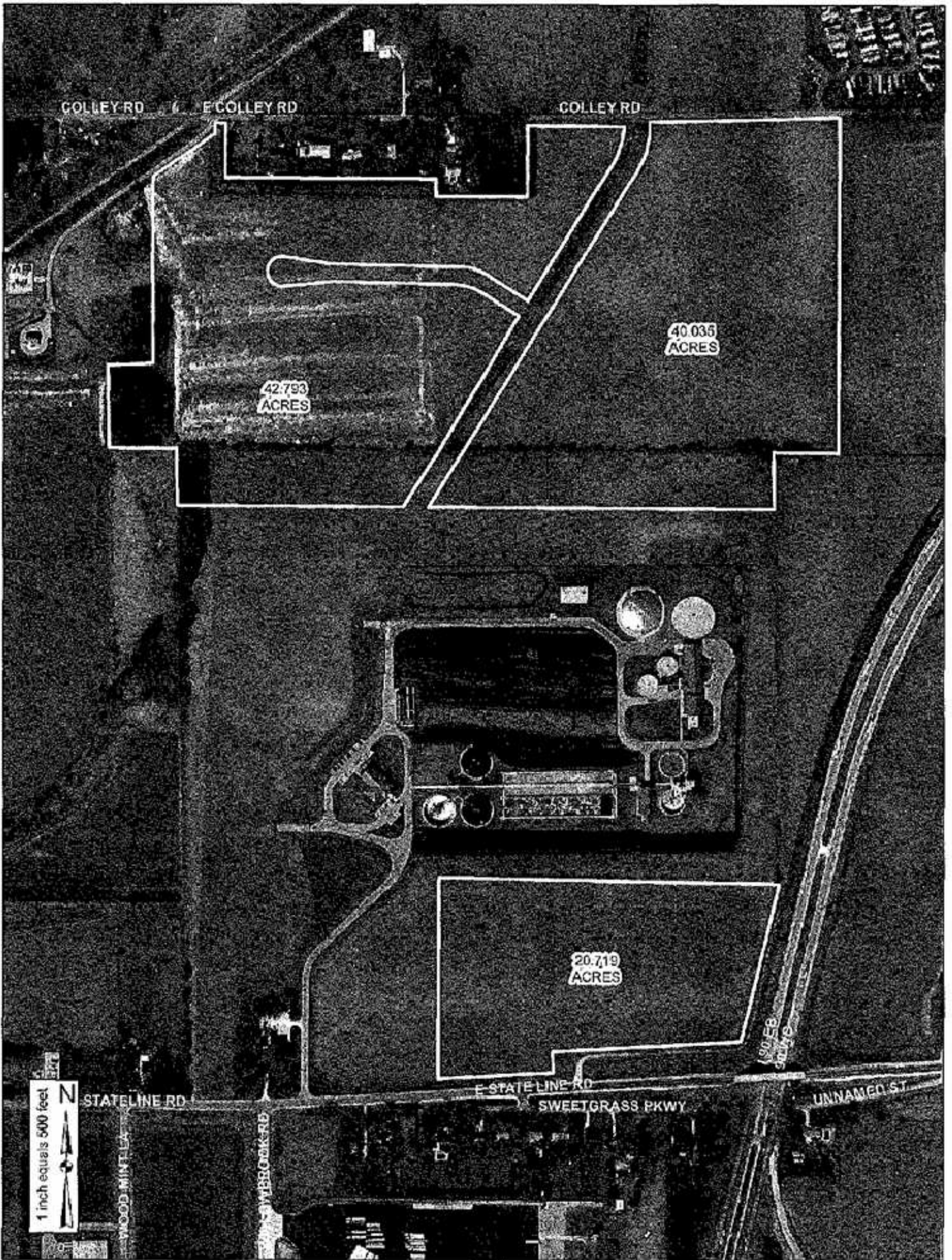


Exhibit A

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 5, 2011.

OFFICE

City Councilor

HIGHEST CANDIDATE:

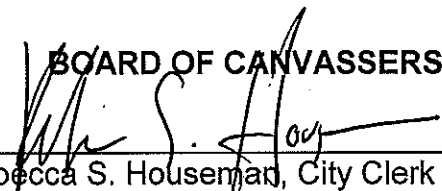
David F. Luebke

Mark Spreitzer

Kevin D. Leavy

BOARD OF CANVASSERS

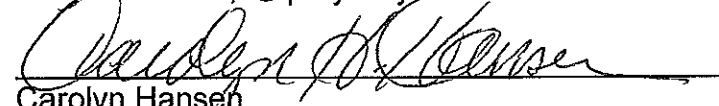
(1)


Rebecca S. Houseman, City Clerk

(2)


Judith A. Elson, Deputy City Clerk

(3)


Carolyn Hansen

(4)


Shirley Williams

Date: April 6, 2011

GAB-106 (Rev. 8/98 - G.A.B. 12/09)
Certification-Board of Canvassers Report

Tabular Statement of Votes Cast
CITY OF БЕЛОIT, WISCONSIN
Spring Election - April 5, 2011

(For County Use Only)

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

Office: CITY COUNCIL

Rep. Unit	Zoril	Luebke	Spreitzer	Tinder	Coutts	Johns	Leavy	Total by Ward
Ward 1	43	99	57	56	14	70	74	172
Ward 2	95	155	94	121	20	94	93	265
Ward 3	75	164	96	114	39	86	92	273
Ward 4	89	153	84	116	24	72	81	253
Ward 5	93	170	123	123	27	97	107	305
Ward 6	40	95	73	55	30	49	74	177
Ward 7	54	109	82	68	20	67	72	183
Ward 8	48	89	62	72	17	39	69	167
Ward 9	26	59	48	38	16	31	43	110
Ward 10	46	101	56	57	32	64	66	168
Ward 11	16	18	7	16	4	8	14	31
Ward 12	19	53	36	22	12	23	71	105
Ward 13	48	56	63	52	20	41	97	166
Ward 14	14	30	33	11	8	19	66	90
Ward 15	31	83	429	37	12	50	77	496
Ward 16	53	129	120	75	17	75	101	258
Ward 17	39	93	55	47	11	48	65	149
Ward 18	55	139	89	80	18	63	110	222
Ward 19	72	140	70	81	38	55	107	237
Ward 20	90	200	120	111	32	97	142	332
Ward 21	87	152	96	83	28	81	107	271
Ward 22	191	310	143	191	19	100	175	464
Ward 23	200	372	196	242	34	127	192	540
Ward 24	67	127	82	83	12	65	95	223
TOTALS	1591	3096	2314	1951	504	1521	2190	5657

Total Votes Cast - Candidates: 13167

Total Votes Cast - Office: 5657

Tabular Statement of Votes Cast
CITY OF BELOIT, WISCONSIN
Spring Election - April 5, 2011

Office: CITY COUNCIL

Rep. Unit	Write-ins
Ward 1	None
Ward 2	Kimberly Engel - 1
Ward 3	Mark Culver - 1
Ward 4	4 blank write-ins
Ward 5	None
Ward 6	Roger Beckham - 1; Rory Owens - 1
Ward 7	None
Ward 8	None
Ward 9	Jeramy Jones - 1; Danielle Place - 1
Ward 10	None
Ward 11	None
Ward 12	None
Ward 13	None
Ward 14	"Write-in" - 1
Ward 15	Peter Johnson - 1; Jack Catze - 1; Aman Bharti - 1; BCI - 1; Old Dirty Bastard - 1; Margaret Gosselan - 1; Ian Nie - 1; Scott Buehs - 1; Andrew Schmitt - 1; Aaron Sarkin - 1
Ward 16	1 blank write-in
Ward 17	Steve Franks Jr. - 1; Thomas Dapper - 1
Ward 18	None
Ward 19	Jaden Johnson - 1; Zac Heeg - 1; David Ludens - 1
Ward 20	None
Ward 21	Steve Stuessy - 1
Ward 22	1 blank write-in; Mark Woodard - 1
Ward 23	None
Ward 24	Tom Rasmussen - 1; Troy Mobley - 1; Nick Bensunamer - 1

Summary Statement of the Board of Canvassers

Spring Election – April 5, 2011
Beloit, Wisconsin

The total number of votes cast for **City Councilperson** was 13,167, of which:

Mike Zoril	received	<u>1,591</u> votes.
David F. Luebke	received	<u>3,096</u> votes.
Mark Spreitzer	received	<u>2,314</u> votes.
Don Tinder	received	<u>1,951</u> votes.
Ian Coutts	received	<u>504</u> votes.
Heidi Johns	received	<u>1,521</u> votes.
Kevin D. Leavy	received	<u>2,190</u> votes.

April 18, 2011

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

The undersigned Kevin D. Leavy, duly elected President of the Beloit City Council, subject to confirmation by the Beloit City Council, does hereby appoint the following citizen members to the vacancies and terms indicated below, said appointments being pursuant to nominations made and approved by the Appointment Review Committee at the regular meeting held April 11, 2011:

Kevin D. Leavy, President
Beloit City Council

Appointments

Appointment Review Committee

Kurt Reynolds, 612 Milwaukee Rd. (replacing David Russell) for a term expiring December 31, 2013
Gary L. Gard, 2524 White Oaks Drive (replacing Carolyn Hansen) for a term expiring December 31, 2013

Equal Opportunities and Human Relations Commission

Marilyn M. Phaegbulem, 2446 Butlin Drive (replacing Dennis Walsh) for a term expiring June 30, 2012

Municipal Golf Committee

Gary Sherer, 405 Olympian Blvd., #4 (replacing Joe Ludois) representing the Senior Citizens Golf Club as an Ex Officio Member

Plan Commission

Incumbent **Mardell Jacobsen** to the term of May 1, 2011 to April 30, 2014

Police and Fire Commission

Martin Densch, 2796 East Ridge Rd. (replacing Robert H. Harrer) to the term of May 1, 2011 to April 30, 2016

Traffic Review Committee

Dennis J. Walsh, 913-1/2 Shirland Ave. (replacing Pamela Charles) to the term ending September 30, 2012

PLEASE ANNOUNCE THE FOLLOWING VACANCIES

Appointment Review Committee (1 vacancy for resident)
Board of Appeals (1 vacancy for regular board member, 1 vacancy as alternate)
Board of Ethics (1 vacancy for former City Councilor)
Board of Review (2 vacancies [as Alternate] for residents)
Disabled Parking Enforcement Assistance Council (3 vacancies for residents with disabled plates)
Equal Opportunities and Human Relations Commission (1 vacancy for resident)
Municipal Golf Committee (1 vacancy for youth representative)
Plan Commission (1 vacancy for resident)

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$3,481,777 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2011,
AND PROVIDING FOR OTHER DETAILS AND
COVENANTS WITH RESPECT THERETO

WHEREAS, the City of Beloit, Rock County, Wisconsin (the "Municipality") owns and operates a sewerage system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4608-05 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2009-0750 and dated December 21, 2009 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell sewerage system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$3,481,777 Sewerage System Revenue Bonds, Series 2011, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Sewerage System Debt Service Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the City Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from sewerage charges imposed by the Municipality, all payments to the Municipality under any wastewater treatment service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Beloit, Rock County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(p) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date; and

(q) "System" means the entire sewerage system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste, including all improvements and extensions thereto made by the Municipality while any of the Bonds and

Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such sewerage system and including all appurtenances, contracts, leases, franchises, and other intangibles.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$3,481,777; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the City Manager and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Sewerage System Revenue Bonds, Series 2011" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.400% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2011 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the City Manager and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Bonds and Parity Bonds, certain funds of the System are hereby created and established which shall be used solely for the following respective purposes:

- (a) Sewerage System Revenue Fund (the "Revenue Fund"), into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Sewerage System Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (c) Sewerage System Debt Service Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Bonds and Parity Bonds as the same becomes due.
- (d) Sewerage System Surplus Fund (the "Surplus Fund"), which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);

- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source); and
- (c) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (c) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Sewerage System CWWP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewerage services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then

outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Clean Water Fund Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$3,481,777 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewerage System CWFP Project Fund." The Sewerage System CWFP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewerage System CWFP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality

of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Passed: April 18, 2011

Approved: April 18, 2011

Kevin Leavy
City Council President

Attest:

Rebecca S. Houseman
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
ROCK COUNTY
CITY OF БЕЛОIT

REGISTERED
\$ _____

SEWERAGE SYSTEM REVENUE BOND, SERIES 2011

Final
Maturity Date

May 1, 2031

Date of
Original Issue

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Beloit, Rock County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS (\$ _____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2012 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.400% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2011.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2012 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 400/1000ths percent (2.400%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bonds shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted April 18, 2011, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$3,481,777 Sewerage System Revenue Bonds, Series 2011, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues derived from the operation of the Sewerage System of the Municipality (the "Utility"). The Bonds are issued as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its City Manager and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF BELOIT,
WISCONSIN

(SEAL)

By: _____
Larry N. Arft
City Manager

By: _____
Rebecca S. Houseman
City Clerk

COPY

(Form of Assignment)

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

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

COPY

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A

\$3,481,777

CITY OF BELOIT, WISCONSIN
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2011

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

COPY

SCHEDULE A (continued)

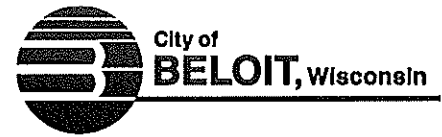
PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2012	\$137,679.04
May 1, 2013	140,983.34
May 1, 2014	144,366.94
May 1, 2015	147,831.74
May 1, 2016	151,379.71
May 1, 2017	155,012.82
May 1, 2018	158,733.13
May 1, 2019	162,542.72
May 1, 2020	166,443.75
May 1, 2021	170,438.40
May 1, 2022	174,528.92
May 1, 2023	178,717.61
May 1, 2024	183,006.84
May 1, 2025	187,399.00
May 1, 2026	191,896.57
May 1, 2027	196,502.09
May 1, 2028	201,218.14
May 1, 2029	206,047.38
May 1, 2030	210,992.52
May 1, 2031	216,056.34

COPY

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Approval of a Wisconsin Department of Natural Resources (WDNR) Clean Water Fund Loan (CWFL) for the Water Pollution Control Facility upgrade of its Bio-solids Dewatering System and Odor Control Improvements

Date: April 18, 2011

Presenter(s): Paul York, Finance, and Administrative Services Director / David Botts, Public Works Director

Department(s): Finance and Administrative Services / Water Resources Division

Overview/Background Information: The approved Capital Improvements Budget for 2009 included a project for the Water Pollution Control Facility to address issues related to bio-solids disposal and odor control. On June 21, 2010 the Council approved a contract with Total Mechanical, Inc. in the amount of \$3,495,425 to perform the work associated with this project. In order to provide funding for the project an application for a CWFL was submitted to the WDNR in April 2010. This loan was approved by the WDNR in the amount of \$3,868,641 with \$386,864 in principal forgiveness for a loan amount of \$3,481,777 to be repaid beginning November 1, 2011 over 20 years with interest at 2.4%. The loan will be paid from the Sewer Utility Fund from sewer user fees and will not impact city of Beloit property taxes.

Key Issues (maximum of 5):

1. As part of the approved 2009 Budget and CIP debt financing was required to fund scheduled capital improvement projects.
2. A contract was awarded on June 21, 2010 to Total Mechanical, Inc. in the amount of \$3,495,425 to perform the work associated with the project.
3. The city submitted an application to the WDNR CWFL program in April 2010 and was approved for a loan in the amount of \$3,481,777 to be repaid over 20 years with interest at 2.4%.
4. The closing of the CWFL is scheduled for May 11, 2011.

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

This Bond financing would satisfy the five key goals contained in the city's Strategic Plan.

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.
2. Continue competitive and sustainable economic development focused on workforce development, retention, and recruitment to fully serve the business and entrepreneurial community resulting in private investment and job creation.
3. Proactively partner with individuals and businesses to promote a safe and healthy community, minimize personal injury, prevent loss of life and protect property and natural resources.
4. Apply sound, sustainable practices to promote a high quality community through historic preservation, community revitalization, and successful new development.
5. Communicate and partner with other jurisdictions and organizations to coordinate effective and efficient service delivery and stimulate regional prosperity.

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

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

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

Action required/Recommendation:

Staff recommends Council adoption of the Resolution approving the WDNR Financial Assistance Agreement for a CWFL.

Fiscal Note/Budget Impact:

The repayment of this loan has been included in the 2011 Budget for the WPCF and will be covered by sewer system user fees.

RESOLUTION

AUTHORIZING THE APPLICATION AND BORROWING OF UP TO \$1,500,000 FROM THE STATE OF WISCONSIN BOARD OF COMMISSIONERS OF PUBLIC LANDS STATE TRUST FUND LOAN PROGRAM FOR PROJECTS CONTAINED IN THE 2011 CAPITAL IMPROVEMENT BUDGET

WHEREAS, as part of the financing plan for the 2011 Capital Improvement Budget, the Common Council of the City of Beloit authorizes the City Manager to apply to the Board of Commissioners of Public Lands through its State Trust Fund Loan Program for a loan not to exceed \$1,500,000 for public purpose projects contained in the 2011 Capital Improvement Budget for public works projects, property acquisition, public safety and communication equipment, and street improvements; and,

WHEREAS, the procedures of the State of Wisconsin Board of Commissioners of Public Lands who administer the State Trust Fund Loan program require that the Council receive and approve the Application for State Trust Fund Loan documents; and,

WHEREAS, Chapter 24 of the Wisconsin Statutes allows the Board of Commissioners of Public Lands of Wisconsin to make loans from the State Trust Funds to municipalities for such purposes; and,

NOW, THEREFORE, BE IT RESOLVED that the City of Beloit, in the County of Rock, State of Wisconsin, authorizes the application and borrowing from the State Trust Funds of the State of Wisconsin Board of Commissioners of Public Lands a sum not to exceed \$1,500,000 for public works projects, property acquisition, public safety and communication equipment, and street improvements contained in the 2011 Capital Improvement Budget.

BE IT FURTHER RESOLVED, that said loan will be payable within ten (10) years in annual installments with interest thereon at the rate of 3.75 percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

BE IT FURTHER RESOLVED, that there shall be raised and there shall be levied upon all taxable property both real and personal within the City of Beloit, a direct annual tax sufficient in the amount to pay the principal and interest payments on the loan when they become due.

BE IT FURTHER RESOLVED, the City Manager is authorized and empowered, on behalf of the City of Beloit, Wisconsin to make, execute and deliver to the Board of Commissioners of Public Lands all materials required to apply for and carry out the provisions of the State Trust Fund Loan Program including those enumerated in Chapter 24 of the Wisconsin Statutes and this resolution.

Dated at Beloit, Wisconsin, this 18th day of April 2011.

Kevin D. Leavy, City Council President

ATTEST:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Approving the Application and Borrowing for a State Trust Fund Loan in an amount not to exceed \$1,500,000 for projects in the 2011 Capital Improvement Budget

Date: April 18, 2011

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

Department(s): Finance and Administrative Services

Overview/Background Information: As part of the financing plan for the 2011 Capital Improvement Budget, several projects were identified for funding through a loan from the Board of Commissioners of Public Lands State Trust Fund Loan Program. The loan would be in an amount not to exceed \$1,500,000 and will be used for public works projects, property acquisition, public safety and communication equipment, and street improvements which are projects included in the 2011 Capital Improvement Budget.

Key Issues (maximum of 5):

1. To complete the projects contained in the 2011 Capital Improvement Budget a State Trust Fund Loan is required.
2. A State Trust Fund Loan in an amount not to exceed \$1,500,000 will provide this funding.
3. The loan will be for a term of 10 years at the current rate of 3.75%.
4. Payments will begin on March 15, 2012.

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

This loan will satisfy four of the five key goals contained in the city's Strategic Plan.

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.
2. Continue competitive and sustainable economic development focused on retention and recruitment to fully serve the business and entrepreneurial community resulting in private investment and job creation.
3. Proactively partner with individuals and businesses to promote a safe and healthy community, minimize personal injury, prevent loss of life, and protect property and natural resources.
4. Apply sound, sustainable practices to promote a high quality community through historic preservation, community revitalization, and successful new development.

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

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

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

Action required/Recommendation:

Staff recommends Council adoption of the Resolution authorizing a State Trust Fund Loan in an amount not to exceed \$1,500,000 for the 2011 Capital Improvement Budget.

Fiscal Note/Budget Impact: The loan has been programmed in the 2011 Capital Budget.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO A REVISED STATE/MUNICIPAL AGREEMENT
WITH THE WISCONSIN DEPARTMENT OF TRANSPORTATION
FOR THE DESIGN AND CONSTRUCTION OF HENRY AVENUE BRIDGE AND
APPROACHES**

WHEREAS, the Wisconsin Department of Transportation and the City of Beloit entered into an agreement for the design and construction of the Henry Avenue Bridge and approaches in August of 2010, and

WHEREAS, it is mutually agreed that this State/Municipal Agreement forms the basis for the design, real estate acquisition, utility relocation and reconstruction of Henry Avenue Bridge and approaches, and

WHEREAS, the City of Beloit agrees to have the Wisconsin Department of Transportation be the lead agency for the design and construction of these improvements, and the state has completed the design and updated the estimated cost for design and construction, and

WHEREAS, the previously approved total estimated cost for design and construction is estimated to be \$6,490,389 of which \$4,669,145 is State funded and \$1,812,244 was local funding, and

WHEREAS, the revised total estimated cost for design and construction is estimated to be \$7,846,191 of which \$5,733,325 is State funded and \$2,112,866 is local funding. The \$2,112,866 includes \$396,000 for water main improvements that will be funded by the Water utility and \$1,716,866 to be funded by General Obligation borrowing , and

THEREFORE, BE IT RESOLVED THAT the City Council of the City of Beloit, Rock County, Wisconsin does hereby authorize the City Manager to enter into a Revised State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of Henry Avenue Bridge and Approaches.

Dated at Beloit, Wisconsin this _____ day of _____, 2011.

Kevin D. Leavy
City Council President

ATTEST:

Rebecca S. Houseman
City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Authorize the City Manager to enter into a Revised State/Municipal Agreement for the design and construction of Henry Avenue Bridge Improvements over the Rock River.

Date: April 18, 2011

Presenter(s): David Botts, Public Works Director **Department(s):** Public Works/Engineering

Overview/Background Information:

The design and construction of the Henry Avenue Bridge Improvements over the Rock River provides for the replacement and widening of the existing bridge deck. Both the structure and approaches will be widened to accommodate four lanes of traffic. The City will be required to pay for the cost of the widening beyond the existing width, decorative lighting and water main installation. This revised agreement is needed to provide access to the Department of Transportation funding.

Key Issues (maximum of 5):

1. The Wisconsin Department of Transportation is the lead agency for the design and construction of the Henry Ave Bridge and has completed the design and updated the construction cost estimate and has revised the State Municipal Agreement to reflect the updated cost estimate.
 2. The previously approved agreement total estimated cost for design and construction is \$6,490,389. The Wisconsin Department of Transportation was providing \$4,669,145 funding for the design and construction of this project, with the remaining \$1,821,244 being funded locally.
 3. The Revised agreement total estimated cost for design and construction is \$7,846,191. The Wisconsin Department of Transportation is providing \$5,733,325 in funding for the design and construction of this project, with the remaining \$2,112,866 being funded locally.
 4. Of the \$2,112,866 local funding for the project, \$396,000 will be funded by the Water Utility for water main improvements, and \$1,716,866 will need to be borrowed.
 5. The City of Beloit will then take over the maintenance of the facility after it has been constructed.
-

Conformance to Strategic Plan:

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 will enhance the quality of life in Beloit by improving the appearance and quality of ride and improving pedestrian safety on the Henry Avenue Bridge over the Rock River.

Sustainability:

- **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:

The Engineering Division recommends approval of the resolution.

Fiscal Note/Budget Impact:

Funding for this project will be in the 2012 Capital Improvement Budget.

\$7,846,191 for the project costs

\$5,733,325 to be funded by the State

\$2,112,866 to be funded by the City of Beloit

\$396,000 to be funded by the Water utility

\$1,716,866 to be funded by borrowing

REVISED
STATE/MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT

Revises SMA signed by the City on 8/18/2010.

DATE: April 08, 2011
I.D. 5989-03-00/70/72 & 5989-02-92/93
TITLE: Henry Avenue, City of Beloit
LIMITS: (Rock River Bridge)
HWY: Local St **LENGTH:** 0.188 miles
COUNTY: Rock

The signatory, City of Beloit, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into agreements with the State is extended by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility: The existing structure is located on Henry Avenue and crosses over the Rock River. It was constructed in 1956 and overlaid in 1983. The existing deck has cracks and spalls and needs to be replaced. The bridge is eligible for State maintenance funding under the 84.10 statutes.

Proposed Improvement: It is proposed to replace and widen the existing bridge deck. Both the structure and approaches will be widened to accommodate four lanes of traffic.

Non-participating Items: Widening of the structure is being requested by the City of Beloit. They will pay for the cost of any widening beyond the existing width, relocation of the existing decorative lighting on the structure, and water main installation.

ESTIMATE SUMMARY

PHASE	ESTIMATED COST				
	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Design Engineering Plan Development: · Project 5989-03-00	\$300,000	\$300,000	100%	\$0	0%
Roadway Construction: · Project 5989-03-70					
· Roadway Items (Approaches) (0010)	\$693,000	\$401,940	58%	\$291,060	42%
· Structure B-53-0001 (0020)	\$6,104,000	\$3,418,240	56%	\$2,685,760	44%
· Earmark HPP Funding		\$495,000		-\$495,000	
· 2010 Earmark Appropriation Funding		\$973,834		-\$973,834	
Local Transportation Enhancements					
· Project 5989-02-92 (Plan Development)	\$31,191	\$18,823*	80%	\$12,368	20%
· Project 5989-02-93 (Construction) (0010)	\$322,000	\$125,488*	80%	\$196,512	20%
Non-participating municipal utilities (>\$50K):					
· Project 5989-03-72 (Water Main Const.) (0010)	\$396,000	\$0	0%	\$396,000	100%
Roadway Construction Total	\$7,515,000	\$5,414,502		\$2,100,498	
Total Cost Distribution	\$7,846,191	\$5,733,325		\$2,112,866	

Note: The dollar amounts shown in the above table are estimates unless explicitly identified as maximum amounts. All estimates are 2011 dollars. Construction ID's 5989-03-70 and 5989-02-93 include 12% for construction engineering. ID 5989-03-72 includes 0.5% for construction engineering.

* Total federal enhancement grant funding capped at \$144,311 for IDs 5989-02-92/93.

This request is subject to the terms and conditions that follow (pages 3-6) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Signed for and on behalf of City of Beloit:

Name (Signature)

Title

Date

Name (Print)

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Estimate Summary that show Municipal funding participation, except with respect to any change orders requested or approved by the Municipality.
3. Funding of each project phase (design engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Estimate Summary:
 - (a) Design engineering and State review services.
 - (b) Excluding parking lanes, the grading, base, pavement, and curb and gutter.
 - (c) Storm sewer mains, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (d) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (e) Signing and pavement marking, including detour routes.
 - (f) Construction or replacement of sidewalks.
 - (g) Replacement of driveways in kind.
 - (h) Bridge deck replacement and widening not to exceed the width specified per WisDOT Facilities Development Manual (FDM) standards for a 2-lane urban street (plus sidewalks).
 - (i) Construction of the bridge approach pavement and associated items not to exceed the width specified per WisDOT FDM standards for a 2-lane urban street and the limits required to match the existing profile.
4. If applicable, work necessary to complete the improvement to be financed entirely by the Municipality includes the following items:
 - (a) New installation of or alteration of Municipal owned sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire hydrants, fire or police alarm facilities, parking meters, and similar utilities.

- (b) Construction inspection, staking and material testing & acceptance for construction of sanitary sewer and water main.
 - (c) Adjustments of sanitary sewer manhole covers and water valve covers.
 - (d) Replacement or installation of signs and pavement markings not necessary for the safe and efficient movement of traffic (e.g., no parking signs, curb markings and crosswalk sign beacons)
 - (e) Real Estate required for the improvement. This includes but is not limited to title searches, R/W plat, acquiring right of way (including all utility parcels), relocation plans, litigation, legal descriptions, site cleanup including hazardous materials and the removal of encroachments that do not qualify for Revocable Occupancy permits.
 - (f) Bridge deck replacement and widening exceeding the width specified per WisDOT FDM standards for a 2-lane urban street.
 - (g) Construction of the bridge approach pavement and associated items exceeding the width specified per WisDOT FDM standards for a 2-lane urban street and beyond the limits required to match the existing profile.
5. As the work progresses, the Municipality will be billed and agrees to pay for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs and the Municipality agrees to pay any required reimbursement to the State.
 6. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the Municipality.
 7. The work will be administered by the State and may include items not eligible for Federal/State participation.
 8. The Municipality will at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State, and make ample provision for such maintenance each year. This includes but is not limited to travel and parking lanes, curb & gutter, sidewalks, multi-use paths, drainage facilities, storm sewers, CSS/Enhancement/aesthetic items, signs, pavement markings and snow/ice removal from travel lanes, parking lanes, sidewalks and multi-use paths.
 - (b) In cooperation with the State, jointly assume general responsibility for all public information and public relations for the project and make appropriate announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - (c) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation,

inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.

- (d) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
- (e) Accept ownership and responsibility for all future maintenance of the new structure and approaches as agreed to in the Jurisdictional Transfer Agreement.

9. Basis for local participation.

(a) Design Engineering (5989-03-00)

All design-engineering costs necessitated by the street or road construction are 100% eligible for State Funding.

(b) Roadway Construction (5989-03-70)

- i. Bridge (widening): This structure is currently maintained by the DOT as an 84.10 bridge. An 84.10 bridge is a bridge longer than 300 ft not on the state trunk highway system. DOT policy allows for improvements to the structure at its current width only. The City of Beloit has requested a wider bridge and approaches be constructed with this project; therefore the City is responsible for 100% of the costs of the associated widening. The cost sharing was calculated by estimating the cost to construct the project to current standards with and without the widening. It was determined that the State would be responsible for 56% and the City would be responsible for 44% of the cost of the bridge work. It was further determined that the State would be responsible for 58% and the City would be responsible for 42% of the cost of the approach work. The City is responsible for all additional costs to the project.
- ii. Earmark HPP (High Priority Project) Funding: The Municipality has been assigned a legislative Earmark in the amount of \$495,000 for project ID 5989-03-70.
- iii. 2010 Earmark Appropriation Funding: The Municipality has been assigned a legislative Earmark in the amount of \$973,834 for project ID 5989-03-70.

(c) Enhancement Design Engineering (5989-02-92) and Construction (5989-03-93)

The Municipality has been awarded an enhancement grant for the design and construction of eligible enhancement items along Henry Avenue. Federal Funding for this grant will fund 80% of eligible design and construction costs up to a cap of \$144,311. The Municipality is responsible for a 20% cost share and for 100% of costs which exceed the federal cap.

Items eligible for enhancement funding included in the plan are landscaping and a decorative lighting system.

(d) Non-participating Construction (5989-03-72)

The Municipality shall pay 100% of the cost of installing or adjusting water and sanitary sewer systems including manhole and valve adjustments. These costs are not eligible for Federal/State funding.

10. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

11. Jurisdictional transfer of structure:

Ownership of this structure and approaches shall be transferred to the Municipality after completion of construction per the separate Jurisdictional Transfer Agreement. This responsibility includes, but is not limited to all maintenance and operating responsibilities, as well as any future replacement or rehabilitation of the structure.

**RESOLUTION AUTHORIZING
THE CITY MANAGER TO ENTER INTO AN
AMENDED DEVELOPMENT AGREEMENT
WITH ALLIANCE DEVELOPMENT CORP.**

WHEREAS, Alliance Development is a developer of warehouse distributions facilities;
and

WHEREAS, Alliance Development and the City of Beloit entered into a Development Agreement pursuant to authorization by the Beloit City Council contained in a resolution dated September 5, 2007; and

WHEREAS, Alliance Development is now interested in amending said Development Agreement; and

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

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

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

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

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

Adopted this 18th day of April, 2011.

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: Resolution authorizing the City Manager to enter into an amended development agreement with Alliance Development Corporation

Date: 4/18/11

Presenter(s): Andrew Janke

Department(s): Economic Development

Overview/Background Information: On September 7, 2007, the City of Beloit entered into two development agreements with Alliance Development Corp. The first of these agreements related to Alliances' intention to build a 100,000 square foot distribution facility to service the logistical needs of the newly opened Kettle Foods production facility. That project was completed on schedule and according to plan. The second development agreement related to a future project for a second 100,000 square foot building on an adjacent parcel to be developed once Alliance attracted a tenant. Due to the onset of the recession, Alliance was unable to attract a tenant and therefore the building was not constructed. However, with Kettle Foods currently doubling the size of their production facility their need for warehouse space is also increasing. Alliance Development would like to amend the 2007-2 development agreement to change the configuration of the project. Instead of building a separate building, Alliance is proposing to add a 110,000 addition to the existing building. Aside from the configuration, change the terms and conditions of the agreement are essentially the same.

Key Issues (maximum of 5):

1. The City has offered a TID financed "Pay As You Go" Direct Developer Incentive. This incentive will be for 20% of Alliances' annual real and personal property taxes and will be paid out in annual installments over the course of ten years.
2. The City has also offered a TID financed \$20,000 training grant.
3. Construction costs are estimated at \$4.9 million.
4. Construction is expected to begin by July 29th, 2011 and be completed by April 30th, 2012.

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

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

- **Reduce dependence upon fossil fuels**
Kettle Foods currently transfers finished products from their production facility to the Alliance Development facility via truck and trailer. This step will be eliminated, as the finished product will be transferred from one building to another via a conveyor belt system.
- **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 by creating good paying jobs. The project will also be developed in an existing industrial park and therefore will not contribute to urban sprawl and no new public infrastructure will need to be extended.

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

Fiscal Note/Budget Impact: The will add an estimated additional assessed value of \$4,660,300 to TID #10 generating \$1,246,470 in annual taxes.

Exhibit

A

KETTLE FOODS

EXISTING ASPHALT PAVEMENT

EXISTING ASPHALT PAVEMENT

EXISTING RETENTION

PROPERTY LINE

15'-0" SETBACK

PROPOSED RETENTION
- DESIGNED BY OTHERS

36 SMALL TRAILER PARKING

NEW ASPHALT PAVEMENT

15'-0" SETBACK
PROPERTY LINE

EXISTING BUILDING
100,000 SF S-1 OCC.
SPRINKLERED
865.55'

6 NEW LOADING DOCKS

NEW CONSTRUCTION
111,200 SF S-1 OCC.
SPRINKLERED
865.55'

EXISTING ASPHALT PAVEMENT

25 PARKING STALLS
NEW ASPHALT DRIVE

NEW ASPHALT DRIVE

ARCHITECTURAL SITE PLAN



SCALE: 1" = 40'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

4300 N. Richmond Street
Appleton, WI. 54913-9704
Phone: 920-739-3555
Toll Free: 800-642-6774
Fax: 920-739-3933
www.consolidated-const.com
cccinc@consolidated-const.com



Proposed Building for:
KETTLE FOODS WHSE. ADDITION
ALLIANCE DEVELOPEMENT
BELOIT, WISCONSIN

Date:	Description:
11-11-10	ISSUED FOR OWNER REVIEW

Project #:	1020039803
Drawn By:	MAM
Issue Date:	11-11-10
Issue #:	1

11/13/2007 5:05:24 PM
ARCHITECTURAL SITE PLAN
C101

AMENDED DEVELOPMENT AGREEMENT (2007-02)
BETWEEN THE CITY OF БЕЛОIT
AND ALLIANCE DEVELOPMENT CORP.

THIS AGREEMENT is made as of the 18th day of April, 2011, by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter “City”) and Alliance Development Corp., a Wisconsin corporation, with its principal place of business located at 305 Scot Drive, Post Office Box 610, Clinton, Wisconsin 53525 (hereinafter “Alliance”).

RECITALS

WHEREAS, on September 5, 2007 Alliance and the City entered into “Development Agreement (2007-02) between the City of Beloit and Alliance Development Corp.”; and

WHEREAS, Alliance and the City wish to completely amend the terms and conditions of said Development Agreement (2007-02) between the City of Beloit and Alliance Development Corp. dated September 5, 2007; and

WHEREAS, Alliance and the City intend that this Amended Development Agreement completely replace and supersede the terms and conditions of said Development Agreement (2007-02) between the City of Beloit and Alliance Development Corp. dated September 5, 2007; and

WHEREAS, Alliance has indicated to the City that it is desirous of expanding its existing distribution facility in the Gateway Business Park; and

WHEREAS, Alliance has further indicated that it now intends to construct an 110,000 square-foot building addition for such purpose (see **Exhibit A** attached hereto); and

WHEREAS, Alliance has estimated that the construction costs would involve an expenditure of approximately \$4.9 million; and

WHEREAS, the City and the State of Wisconsin have established and implemented policies of providing aggressive incentives to ensure that companies currently located within the State of Wisconsin and the City of Beloit have adequate space available to meet their facility needs, to retain and expand jobs provided by such companies, and to encourage capital improvements; and

WHEREAS, the City is willing to commit to numerous incentives as outlined further herein to encourage Alliance to go forward with the project.

NOW, THEREFORE, in consideration of the mutual obligations herein, the City and Alliance (collectively the “Parties”) agree as follows:

1. **CONSTRUCTION AT PROJECT SITE.** Alliance agrees to begin substantial construction of an 110,000 square-foot (or larger) building addition (hereinafter “Addition”) by July 29, 2011 and to complete said construction of the Addition as soon as reasonably possible, but no later than April 30, 2012. Alliance represents that it intends to bring the Addition online as quickly as reasonably possible to not only serve Alliance’s needs but also to generate property tax increment for TID #10 sufficient to cover the incentives provided for in this Agreement.

2. **DIRECT DEVELOPER INCENTIVE.** The Addition is located in Tax Incremental Financing District (TID) #10 in the City of Beloit, which was established on January 1, 2001, and the boundaries of which were amended on the 12th day of September, 2005. The current project plan for TID #10 provides for the payment of a direct monetary incentive to persons who would create economic development in the TID. The City agrees to provide 10 consecutive annual DDI payments in annual amounts equal to 20% of the real estate and personal property taxes actually paid by Alliance during the calendar year in which each DDI payment comes due and which taxes are directly attributable to the Addition. The first annual payment shall be made on September 1 of the year following the first tax year during which the Addition is fully assessed, as completely constructed, which is anticipated to be January 1, 2013. The City's obligation to pay the annual DDI is conditioned upon continuing operations at the Addition at substantially the same level as occurred during the first year of the DDI payment hereunder. DDI payments attributable to personal property shall be based solely upon personal property actually located at the Addition.

3. **JOB TRAINING INCENTIVE.** The City is willing to provide a job training incentive of up to \$20,000 which shall be paid by the City to Alliance, or at the written direction of Alliance to any successor or subsidiary entity, any approved tenant, Midwest Refrigerated Services Inc., or a third party logistics entity ("3PL") who is engaged by the tenant for purposes of providing services to it in the existing distribution facility and/or the Addition. Should Alliance, any successor or subsidiary entity, approved tenant, Midwest Refrigerated Services, Inc., or a 3PL create any new full-time

equivalent positions, they shall be entitled to a one time job training incentive payment of \$1,000 for each such full-time equivalent position (up to 20) that are created and retained for more than one year; provided said position(s) work at the site of the new Addition. Any party receiving such funds shall document the usage of the job training incentive funds for training purposes by providing receipts or other evidence satisfactory to the City in a timely fashion. Any tenant of the Addition shall be considered eligible for the job training incentive provisions herein; provided that such tenant has been approved by the City, such approval not to be unreasonably withheld. Midwest Refrigerated Services, Inc. shall be considered eligible, if chosen by Alliance's tenant, to operate the existing distribution facility and/or the Addition. Should more than 20 eligible positions be created by the various parties entitled to such payments, Alliance shall notify the City, in writing, of how to disburse the payments hereunder, and in no event shall the City be obligated to pay more than \$20,000 in job training incentive payments.

4. **SITE AMENITIES.** The City represents that the Addition currently has direct access to sewer, water, electricity, gas and telecommunications with no hookup fees required and the City has the ability to process in house all permits, including early start grading permits, building permits, site planning and architectural review. No land use or zoning permits requiring public hearings are necessary since the land is presently zoned appropriately for Alliance's stated use.

5. **STATE INCENTIVES.** The Addition is located in the Beloit Development Opportunity Zone and, as such, is believed to be eligible to receive State of Wisconsin income tax credits for job creation for full-time positions created for

Wisconsin residents. Credits generally range from \$3,000 to \$8,000 per full-time equivalent (hereinafter “FTE”) position. The Wisconsin Department of Commerce determines the availability and amounts of any such credits. As owner of the Addition, Alliance is believed to be further eligible to receive income tax credits for capital improvements. Any tenant of the Addition would also be eligible for a three percent (3%) capital investment credit should the owner be determined to be eligible for such capital improvement tax credits by the State of Wisconsin. Such tax credits are understood to be currently subject to a carry forward period of 15 years and are also subject to availability. Alliance shall obtain tax advice from experts of their own choice, and the City is not liable for the accuracy or completeness of any of the tax information herein.

6. INVESTMENT IN GREATER БЕЛОIT ECONOMIC DEVELOPMENT CORPORATION (“GBEDC”). Alliance agrees that in further consideration of the DDI payment obligation on behalf of the City of Beloit, Alliance will immediately become an investor in the GBEDC. As such an investor, Alliance will be expected to promptly pay annual investment dues to the GBEDC. Said dues are set on an annual calendar year basis. For the first year of this Agreement, Alliance shall pay a prorated amount reflecting the number of months from the month of closing through December. Said first annual pro rata payment shall be due 30 days from execution hereof. Alliance’s obligation to pay such dues shall continue through the final calendar year during which Alliance is entitled to receive DDI payments.

7. **TIME OF THE ESSENCE.** The Parties agree that time is of the essence to Alliance in commencing and completing the construction of the Addition.

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

9. **GOVERNMENTAL INSPECTIONS.** Nothing contained herein shall be construed as limiting or otherwise restricting the right or power of the City to conduct inspections or to access the Addition in the enforcement of its rules, regulations, ordinances or in the exercise of its police power.

10. **REPRESENTATIONS AND WARRANTIES OF ALLIANCE.**

- (a) Alliance represents and warrants to the City that it is a corporation duly organized and existing under the laws of the State of Wisconsin and in good standing.
- (b) At the time of the execution of this Agreement, Alliance agrees to provide the City with a certified copy of a corporate resolution authorizing the person(s) designated as a signatory below to execute this Agreement on behalf of Alliance.
- (c) Alliance 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 by Alliance in connection therewith will not violate any provision of Alliance's Certificate of Incorporation,

bylaws, contractual obligations with others, including lenders or any applicable local, state, or federal law.

11. **REPRESENTATIONS AND WARRANTIES OF CITY.**

- (a) At the time of the execution of this Agreement, the City agrees to provide Alliance with a certified copy of a resolution of the City Council authorizing the incentives provided herein and authorizing the person(s) designated as a signatory below to execute this Agreement on behalf of the City.
- (b) The City represents and warrants to Alliance 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 by the City in connection therewith will not violate any provision of the City's municipal charter, bylaws, any contractual obligations with others, or any applicable local, state, or federal law.

12. **AFFIRMATIVE ACTION.** Alliance represents and warrants that it 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. In the event that Alliance subcontracts any portion of this Agreement, Alliance will include, in its subcontracts, a requirement that its subcontractors adopt an affirmative action plan. Alliance 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.

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

14. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

15. **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.

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

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

18. **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.

19. **FORCE MAJEURE.** No party shall be responsible to another party for any losses if the fulfillment of any term of this Agreement is delayed or prevented by civil disorders, wars, strikes, floods, fires, acts of God, or by any other cause not within the reasonable 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.

20. **DEFAULT.** In the event any party fails to comply with or perform any of the covenants, agreements and obligations to be performed by that party under the terms and provisions of this Agreement, the other party shall be entitled to pursue any and all remedies available at law or in equity including, without limitation, a suit for specific performance of this Agreement.

21. **NO PARTNERSHIP CREATED.** This Agreement does not create any partnership or joint venture between the Parties hereto, or render any party liable for any of the debts or obligations of the other party. The City shall have no obligation or liability to any lending institution, architect, contractor, subcontractor, or other party

retained by Alliance to assist Alliance in the performance of its obligation under the terms and conditions of this Agreement. Alliance specifically agrees that no representation shall be made by Alliance to any third party that Alliance and the City are partners or joint venturers.

22. **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.

23. **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.

24. **NOTICES.** Notices to the Parties to this Agreement shall be in writing and shall be effective on the date received if sent by hand delivery or overnight courier, and, if sent by U.S. Mail, then on the date which is three (3) days after the deposit thereof with the U.S. Mail (certified mail, return receipt requested), to the Parties' respective addresses stated herein or to such other address as the Parties shall designate by written notice to each other as follows:

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

With Copy To: City Attorney
 City of Beloit
 100 State Street
 Beloit, WI 53511

To Alliance: Michel F. Pokel
305 Scot Drive
P.O. Box 610
Clinton, WI 53525

CITY OF BELOIT

ALLIANCE DEVELOPMENT CORP.

By: _____
Larry N. Arft, City Manager

By: _____
Michel F. Pokel, Vice President

ATTEST:

By: _____
Kristan Nelson, Secretary/Treasurer

By: _____
Rebecca S. Houseman, City Clerk

CERTIFICATION OF FUNDS

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

APPROVED AS TO FORM:

By: _____
Thomas R. Casper, City Attorney

AUTHENTICATION

Signature(s) of Larry N. Arft, Rebecca S. Houseman and Paul York authenticated on the _____ day of _____, 20_____.

* _____
Thomas R. Casper
TITLE: MEMBER STATE BAR OF WISCONSIN
If not, _____
authorized by Wis. Stat. § 706.06)

STATE OF WISCONSIN)
)SS
COUNTY OF ROCK)

Personally came before me this _____ day of _____, 20____, the above-named Michel F. Pokel, to me known to be such Vice President of Alliance Development Corp. and to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

STATE OF WISCONSIN)
)SS
COUNTY OF ROCK)

Personally came before me this _____ day of _____, 20____, the above-named Kristan Nelson, to me known to be such Secretary/Treasurer of Alliance Development Corp. and to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

THIS DOCUMENT DRAFTED BY:
Thomas R. Casper, City Attorney
State Bar No. 1014863
City of Beloit
100 State Street
Beloit, WI 53511

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