



**AGENDA
BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Tuesday, January 22, 2013**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
 - a. Beloit Public Library Director's **Departing Comments** (Howe)
4. PUBLIC HEARINGS
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 and Special Meetings of January 7, 2013 (Houseman)
 - b. Resolution approving **Change of Agent** for Speedway, LLC, d/b/a Speedway #4087, 148 Liberty Avenue, from Catherine Winford to Megan M. Biggerstaff (Houseman) ABLCC recommendation for approval 6-0
 - c. Resolution authorizing the City Manager to apply for the 2013 HUD **Lead Hazard Reduction Grant** (Christensen)
7. ORDINANCES
 - a. Proposed Ordinance **Annexing** the properties located at 1035 and 1041 Udell Drive from the Town of Beloit to the City of Beloit (Christensen)
Plan Commission recommendation for approval 5-0
First reading, suspend the rules for a second reading
8. APPOINTMENTS
 - a. **Appointment Review Committee** Recommendations
 - b. Appointment of Kevin D. Leavy to the **Downtown Beloit Association Board of Directors**
9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

10. CITY MANAGER'S PRESENTATION

- a. Presentation regarding recent changes to the **City's Animal Control Policies and Procedures** (Jacobsen/Tyler)

11. REPORTS FROM BOARD AND CITY OFFICERS

- a. Resolution approving **Contract** with the State of Wisconsin for Statewide Structural Collapse Team Members (Liggett)
- b. Resolution approving an Amendment of the **Agreement** between the City of Beloit and VantageCare Retirement Health Savings (RHS) Plan (York)
- c. Resolution Authorizing the Issuance and Sale of Approximately \$7,510,000 **General Obligation Refunding Bonds**, Series 2013A (York)
- d. Resolution Supplementing Resolution Adopted October 20, 2003; Authorizing the Issuance and Sale of Approximately \$6,045,000 **Water System Refunding Revenue Bonds**, Series 2013B; and Providing the Payment of Said Bonds and Other Details and Covenants with Respect Thereto (York)
- e. Resolution Authorizing the Issuance and Sale of Approximately \$895,000 **Taxable General Obligation Refunding Bonds**, Series 2013C (York)

12. ADJOURNMENT

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

Dated: January 16, 2013
Rebecca Houseman LeMire
City of Beloit City Clerk
<http://www.ci.beloit.wi.us>

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



PROCEEDINGS OF THE BELOIT CITY COUNCIL

Special Meeting

January 7, 2013

5:30 p.m.

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

1. President Haynes called the meeting to order at 5:37 p.m. in the 4th Floor City Manager's Conference Room at City Hall.
2. Councilor Luebke moved to adjourn into closed session pursuant to Wis. State 19.85(1)(c) to conduct the City Manager's annual **Performance Evaluation**. Councilor Haynes seconded. The motion carried, and the Council adjourned into closed session at 5:38 p.m.
3. Councilor Luebke moved to adjourn the meeting, and Councilor Spreitzer seconded. The motion carried, and the meeting adjourned at 6:11 p.m.

Rebecca Houseman LeMire
City Clerk

www.ci.beloit.wi.us

Date Approved by Council:



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
Monday, January 7, 2013

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

1. The meeting was called to order at 7:03 p.m. in the Forum at Beloit City Hall
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS – none
4. PUBLIC HEARINGS
 - a. Community Development Director Julie Christensen presented a public hearing and resolution authorizing a **Conditional Use Permit** to allow expansion of a Warehouse and Freight Movement use in a C-3, Community Commercial District, for the property located at 1877 Madison Road. It was noted that the Plan Commission recommended approval 7-0. Ms. Christensen presented the proposed project, which includes the demolition of an existing warehouse building and the reconstruction of a larger warehouse to better suit the needs of the applicant, Woodman's Food Markets, Inc. She presented the conditions of approval and indicated that Condition #3 regarding landscaping was revised since the distribution of the packet to the Council. President Haynes opened and closed the public hearing without participation. Councilor Leavy made a motion to adopt the resolution as revised, and Councilor Luebke seconded. Councilor De Forest said that she appreciates the continued investment from Woodman's in the City. The motion carried 6-0. File 7614
5. CITIZENS' PARTICIPATION
 - Becky Moffett, 829 Church Street, spoke about code enforcement in the college park historic district. She said that she has lived in this neighborhood since 1985 and that she is concerned about the lack of consistency in enforcing the property maintenance code in her neighborhood. She said that some homes are allowed to deteriorate while other property owners receive demeaning letters for not making improvements fast enough.
6. CONSENT AGENDA

Councilor Luebke made a motion to adopt the Consent Agenda, which consists of items 6.a. and 6.b. Councilor Kincaid seconded, and the motion carried that the Consent Agenda be accepted, approved, adopted, or referred and acted upon as required by state and local codes by a vote of 6-0.

 - a. The **Minutes** of the Regular Meeting of December 17, 2012 were approved.
 - b. The resolution approving an **Office of Justice Assistance Law Enforcement Officer Grant Award** – Beat Patrol was adopted. File 7947
7. ORDINANCES
 - a. Deputy City Attorney Elizabeth Krueger presented a proposed ordinance to amend Sections 25.04(4)(d) and 18.02(4)(b) and to create Sections 18.02(23) and 15.15 of the Code of General Ordinances of the City of Beloit pertaining to **Animal Control Enforcement and Dog Park Regulations**. She explained that Community Service Officers will be given the authority to issue citations with regard to animal control. She said that the amendments also allow police officers to issue citations for livestock within the City and make the necessary language changes to reflect the current animal service providers. She said that the second portion of this ordinance allows

dogs to run free within the new fenced dog park and establishes an enforcement mechanism. Councilor De Forest made a motion to suspend the rules and allow a second reading of the ordinance. Councilor Spreitzer seconded, and the motion carried 6-0. On the merits of the ordinance, Councilor De Forest made a motion to enact. Councilor Spreitzer seconded, and the motion carried 6-0. File 8568/5311 Ordinance 3473

- b. Police Chief Norm Jacobs presented a proposed ordinance to repeal Section 1.81 of the Code of General Ordinances of the City of Beloit as it relates to disbanding the **Disabled Parking Enforcement Assistance** Council. Chief Jacobs explained that the Committee has not met because there are not enough members to establish a quorum for action. He said that the one member who is interested in assisting the police with disabled parking enforcement may continue even if the committee is disbanded. Chief Jacobs said that the disabled parking ordinance will continue to be enforced by the Community Service Officers and the neighborhood Police Officers. Councilor Luebke made a motion to suspend the rules and allow a second reading of the ordinance. Councilor Leavy seconded, and the motion carried 6-0. On the merits of the ordinance, Councilor Leavy made a motion to enact. Councilor Luebke seconded, and the motion carried 6-0. File 6201 Ordinance 3474

8. APPOINTMENTS – none

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor De Forest welcomed the students from Beloit Memorial High School in the audience. She congratulated the DPW Hazmat Team, which was featured in the National Public Works Magazine for their creative approach to Hazmat situations. She said that she was in a car accident the previous week and personally thanked the police officers and paramedics for the wonderful service she received.
- Councilor Luebke said that he will attend the Beloit College vision center lecture series.
- Councilor Kincaid thanked the public works department and said that Emerson Street was cleared and looked great after the recent snow storm. He said that he appreciates Ms. Moffett's presence at the meeting and understands her frustration.
- Councilor Spreitzer said that he plans to attend the lecture series.
- Councilor Haynes said that he will attend the lecture series as well.

10. CITY MANAGER'S PRESENTATION – none

11. REPORTS FROM BOARD AND CITY OFFICERS

- a. Parks and Leisure Services Director Brian Ramsey presented a resolution approving the **Naming of the Auditorium at Grinnell Hall** in Honor of John Kalkirtz. He said that the Parks, Recreation, and Conservation Advisory Commission reviewed and recommended approval. Councilor Luebke made a motion to adopt the resolution, and Councilor De Forest seconded. Councilor De Forest said that she appreciates John and the work he has done. She said that she will miss seeing him photograph events, and she thanked him for his service to the City. Councilor Spreitzer said that John's energy and passion are overwhelming and infectious. Councilor Kincaid commended John for his energy and enthusiasm. The motion carried 6-0. Mr. Ramsey invited the public, City employees, and the Council to attend receptions for John on January 11th at 10:00 a.m. and 3:00 p.m. and to the dedication ceremony at 4:00 p.m. File 8579
- b. Mr. Ramsey presented a resolution authorizing the **Schedule of Fees and Charges for the City of Beloit Dog Park** in the City of Beloit, Wisconsin. He said that the Parks, Recreation, and Conservation Advisory Commission recommended approval of the fees. Councilor Luebke noted that the combination dog license and dog park permit is the best deal. Councilor Spreitzer said that the City's fees are higher than Janesville's, and Mr. Ramsey said that staff reviewed fees in Janesville, Whitewater, Madison, Milton, Rockford, Racine County, and others to set reasonable fees. Councilor De Forest made a motion to adopt the resolution, and Councilor Kincaid seconded. The motion carried 6-0. File 8568/5311/8570
- c. City Engineer Mike Flesch presented a resolution amending the **2013 Capital Equipment Replacement Budget** and Appropriating Funds for the Replacement of Pickup Truck 431. He said that the vehicle was in an accident in October 2012 and needs to be replaced. Councilor Luebke made a motion to adopt the resolution, and Councilor Spreitzer seconded. Councilor De Forest asked if staff is sure that the vehicle needs to be replaced, and Mr. Flesch said that a thorough analysis of the need, use, and type of vehicle was done prior to this request. The motion carried 6-0. File 8570

- d. Finance and Administrative Services Director Paul York presented a resolution approving an Amendment of the **Agreement** between the City of Beloit and VantageCare Retirement Health Savings (RHS) Plan. He explained that this plan allows for retirees to convert a portion of the unused sick leave for health insurance premiums after retirement. He said that this amendment changes the minimum age for conversion from 55 to 50. City Manager Larry Arft expressed some confusion as to whether or not this resolution contained the correct language. Councilor Leavy said that he wants to be sure the Council knows what they are approving. Councilor Spreitzer made a motion to lay this item over to the second meeting in January, and Councilor Leavy seconded. The motion carried 6-0. File 8173
- e. Mr. Arft presented a resolution authorizing and approving a **Cost of Living Adjustment** for Non-Represented City employees. He explained that this COLA was set aside in the 2013 budgeting process and is equal to 2.75 percent of payroll. He said that the money was put aside with the intent of implementing a new pay plan in the spring and that \$50,000 from this pool will be used to implement the plan if approved by the Council. Mr. Arft said that the funds left in the pool allow for a 2.25 percent pay increase for all non-represented employee. He indicated that the proposed pay plan will be presented to the City Council in a workshop in late February. Councilor Luebke made a motion to amend the resolution to add "with warranted merit adjustment" for the City Manager. Councilor Spreitzer seconded, and the motion carried 6-0. Councilor Spreitzer made a motion to adopt the amended resolution, and Councilor Leavy seconded. The motion carried 6-0. File 8570

12. At 7:50 p.m., Councilor Leavy made a motion to adjourn the meeting, and Councilor De Forest seconded. The motion carried 6-0.

Rebecca Houseman LeMire, City Clerk

www.ci.beloit.wi.us

Date approved by Council:

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

WHEREAS, the agent of record for Speedway, LLC, d/b/a Speedway #4087, located at 148 Liberty Avenue is Catherine Winford; and

WHEREAS, Speedway, LLC, has requested and the Alcohol Beverage License Control Committee has recommended that the agent be changed to Megan M. Biggerstaff

NOW, THEREFORE, IT IS RESOLVED that the new agent for Speedway, LLC, d/b/a Speedway #4087, located at 148 Liberty Avenue is Megan M. Biggerstaff.

Dated this 22nd day of January, 2013.

Charles M. Haynes, President
Beloit City Council

Attest:

Rebecca Houseman LeMire, City Clerk



**ALCOHOL BEVERAGE LICENSE CONTROL COMMITTEE
RECOMMENDATION**

TO: Beloit City Council
FROM: Alcohol Beverage License Control Committee
DATE: January 8, 2013
SUBJECT: **Speedway #4087**

The Alcohol Beverage License Control Committee recommends approval of the Change of Agent on the Class "A" Beer License for Speedway LLC, d/b/a Speedway #4087, 148 Liberty Avenue, from Catherine Winford to Megan Biggerstaff.

Recommendation for approval carried 6-0.

Rebecca Houseman LeMire
City Clerk

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Biggerstaff		Megan		Marie	
Home Address (street/route)	Post Office	City	State	Zip Code	
2464 Pioneer Dr.	Beloit	Beloit	WI	53511	
Home Phone Number	Age	Date of Birth	Place of Birth		
608-362-0805			Beloit, WI		

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Megan M. Biggerstaff, Agent of Speedway LLC # 4087
(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? Lifetime
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Speedway LLC	P O Box 1500, Springfield, OH 45501	03/2012	present
Employer's Name	Employer's Address	Employed From	To

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

Subscribed and sworn to before me

this 28 day of December, 20 12

[Signature]
(Clerk/Notary Public)

My commission expires 9-22-13

Megan Biggerstaff
(Signature of Named Individual)
 Megan M. Biggerstaff, Agent for Speedway LLC



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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer(s)/members/managers of Speedway 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 Speedway 4087
(trade name)

located at 148 Liberty Ave., Beloit, WI 53511

appoints Megan Marie Biggerstaff
(name of appointed agent)
2464 Pioneer Dr., 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? Lifetime

Place of residence last year 213 Liberty Ave., Beloit, WI 53511

For: Speedway LLC # 4087
(name of corporation/organization/limited liability company)
By: David E. Ball David E. Ball, Secretary for Speedway LLC
(signature of Officer/Member/Manager)
And: R. L. Edmiston Ronald L. Edmiston, Treasurer for Speedway LLC
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Megan Marie Biggerstaff, 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.

X Megan Biggerstaff Agent's age _____
(signature of agent) _____ (date)
2464 Pioneer Dr., Beloit, WI 53511 Date of birth _____
(home address of agent)

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

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

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

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR THE 2013 HUD LEAD
HAZARD CONTROL GRANT**

WHEREAS, the State of Wisconsin has set a goal to eliminate childhood poisoning in the state, and

WHEREAS, housing built before 1978 is likely to have some level of lead paint hazards and the City of Beloit has over 13,000 housing units built prior to 1978; and

WHEREAS, the City of Beloit's Consolidated Plan includes goals for creating a lead-safe environment in Beloit's housing stock; and

WHEREAS, the Lead Hazard Control Grant funds will allow us to meet some of the needs addressed in the Consolidated Plan.

NOW THEREFORE BE IT RESOLVED, that the City Manager is authorized to apply for the Lead Hazard Control Grant funds in the amount of up to \$2.5 million in cooperation with Rock County and the City of Janesville for the prevention and elimination of childhood lead poisoning in the City of Beloit.

Adopted this 22nd day of January, 2013

Charles M. Haynes, City Council President

Attest:

Rebecca Houseman LeMire, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Approval to apply for HUD 2013 Lead Hazard Control Grant in cooperation with Rock County and the City of Janesville

Date: January 22, 2013

Presenter(s): Julie Christensen

Department(s): Community Development

Overview/Background Information:

Lead poisoning is still a major issue facing Wisconsin's children and Beloit is on the state's list of high risk communities. The most recent data shows that 1,333 children were poisoned in Wisconsin in 2008, of which 39 cases were children in Rock County. The effects of lead poisoning contribute to increased cost for medical needs, special education and the juvenile justice system. Housing built before 1978 is likely to have some level of lead paint hazards and the City of Beloit has over 13,000 housing units built prior to 1978. In 2009, the consortium of the City of Beloit, City of Janesville, and Rock County received a HUD Lead Hazard Reduction Grant of \$1.1 Million. The City of Beloit utilized its portion through the Housing Rehabilitation Loan program to make 40 dwelling units lead safe for the children of Beloit. Rock County Health Department funds from this grant will continue to be used to provide resources to home owners and landlords to make their dwellings lead safe for children, as well as coordinate efforts with the Rock County Health Department's Healthy Homes program.

Key Issues (maximum of 5):

1. The City of Beloit is proposing to apply for the lead grant in cooperation with Rock County and the City of Janesville.
2. The grant will be used to provide funding to home owners and landlords to make their dwelling units lead safe for children and coordinate with the Rock County Health Department in their Healthy Homes Program.
3. Rock County will be the lead agency.
4. Local match is required and will consist of in-kind contributions of CDBG funds from the City of Beloit or cash match provided by the property owner. This match will have no budgetary implications for the City of Beloit.

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

This grant conforms to the following goals:

1. 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.
2. 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**
This grant allows us to reduce the amount of lead in the environment
- **Reduce dependence on activities that harm life sustaining eco-systems**
This will allow us to reduce a substance that is harmful to life sustaining eco-systems.
- **Meet the hierarchy of present and future human needs fairly and efficiently**

Allows current and future generations to live in dwellings that are healthy and safe.

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

Action required/Recommendation:

Approval of a resolution authorizing the City Manager to apply for Lead Hazard Control Grant funds from the Department of Housing and Urban Development in cooperation with Rock County and the City of Janesville for up to \$2.5 million which will be shared between the partners.

Fiscal Note/Budget Impact:

There will be no financial impact to the general fund. Matching funds will consist of in-kind, CDBG funds.

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING
THE PROPERTIES LOCATED AT
1035 AND 1041 UDELL DRIVE
TO THE CITY OF BELOIT**

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

Section 1. Territory Annexed. In accordance with Section 66.0217(2) of Wisconsin Statutes and the *Petition for Direct Annexation* filed by Richard Caple and Jana Conway with the City Clerk on the 16th day of November, 2012, signed by all of the owners of real property of the following described property in the Town of Beloit, Rock County, Wisconsin, the following territory is annexed to the City of Beloit, Wisconsin:

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

Section 2. Effect of Annexation. From and after the date of this Ordinance the territory described in Section 1 shall be part of the City of Beloit for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all Ordinances, rules, and regulations governing the City of Beloit.

Section 3. Payment to Town of Beloit. The City of Beloit agrees to pay the Town of Beloit, for five (5) years, an amount equal to the amount of property taxes levied on the annexed territory by the Town of Beloit in 2012 as shown on the Town of Beloit's tax roll prepared pursuant to Section 70.65 Wisconsin Statutes.

Section 4. Temporary Zoning Classification. A) The territory annexed to the City of Beloit by this Ordinance is temporarily designated to be part of the following district of the City for zoning purposes and subject to all provisions of Chapter 19 of the Code of General Ordinances of the City of Beloit, entitled "*The City of Beloit Zoning Ordinance*" relating to such district classifications and to zoning in the City: R-1A, Single-Family Residential District.

B) The boundaries of these designated districts are established as shown on the map filed in the office of the City Clerk. **C)** The Plan Commission is directed to initiate an amendment to the Zoning Ordinance not later than 30 days from the effective date of this Ordinance setting forth a permanent classification and regulations for the zoning of the attached area and to submit its recommendations to the City Council.

Section 5. Ward Designation. The territory described in Section 1 of this Ordinance is hereby made a part of the First (1st) Ward of the City of Beloit, subject to the Ordinances, rules, and regulations of the City, governing ward districts.

Section 6. Severability. If any provision of this Ordinance is invalid or unconstitutional, or if the application of this to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance, which can be given effect without the invalid or unconstitutional provision or application.

Section 7. Effective Date. This Ordinance shall take effect and be in force upon its passage and publication.

Adopted this _____ day of _____, 2013.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Rebecca Houseman LeMire, City Clerk

Published this _____ day of _____, 2013.

Effective this _____ day of _____, 2013.

01-611100-5231-_____

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Annexation of 1035 and 1041 Udell Drive to the City of Beloit from the Town of Beloit

Date: January 22, 2013

Presenter: Julie Christensen

Department: Community Development

Overview/Background Information:

Richard Caple and Jana Conway have submitted a Petition for Annexation for the properties located at 1035 and 1041 Udell Drive in the Town of Beloit, along with the attached Plat showing the territories to be attached, the applicants have requested a zoning district classification of R-1A, Single-Family Residential.

Key Issues (maximum of 5):

- Failing septic systems are the impetus for this annexation request. Both properties are located within the 208 Sewer Service Area and the City of Beloit extended sanitary sewer service to this area in the 1990s.
- The attached Plat shows the location of the subject properties on the north side of Udell Drive and 250-feet of the Udell Drive right-of-way, which ensures that the territory to be annexed is contiguous to the City of Beloit.
- If the properties are annexed into the City, a temporary zoning classification of, R-1A, Single-Family Residential, will be assigned until an Ordinance approving a Zoning Map Amendment is adopted by the City Council. Planning staff will request a Zoning Map Amendment to permanently rezone the properties within 30-days of the annexation.
- The Plan Commission reviewed this item on January 9, 2013, and voted to recommend approval of this request.

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

Action required/Recommendation:

- City Council consideration and 1st and 2nd readings of the proposed Ordinance

Fiscal Note/Budget Impact: N/A

Attachments: Ordinance and Staff Report to the Plan Commission



CITY OF BELOIT

REPORT TO THE BELOIT CITY PLAN COMMISSION

Meeting Date: January 9, 2013

Agenda Item: 3

File Number: ANX-2012-01

Applicant: Richard Caple & Jana Conway

Owner: Richard Caple & Jana Conway

Location: 1035 & 1041 Udell Drive, Town of Beloit

Existing Zoning: R1, Single-Family Residential District (Town Zoning)

Existing Land Use: Single-Family Dwelling

Parcel Size: 0.46 Acre

Request Overview/Background Information:

Richard Caple and Jana Conway have submitted a Petition for Annexation for the properties located at 1035 & 1041 Udell Drive in the Town of Beloit. The Petition for Annexation and Annexation Plat are attached to this report. The applicants have requested a zoning district classification of R-1A, Single-Family Residential.

Key Issues:

- The applicants reside in the existing single-family dwellings on the subject properties. The existing septic systems on both properties have failed. Therefore, the applicants would like to be connected to the City's sanitary sewer system.
 - The City has an existing sanitary sewer line in Udell Drive in front of the properties located at 1028 and 1040 Udell Drive, which were annexed to the City in 1992 and 1993.
 - The subject properties are located within the City's 208 Sewer Service Area. Rock County's 208 Water Quality Plan specifies that this area will be served by the City's public sanitary sewer system.
 - The City Council adopted a Resolution accepting this Petition for Annexation on December 3, 2012.
 - The Plat includes the subject properties on the north side of Udell Drive and 250-feet of the Udell Drive right-of-way, which ensures that the territory to be annexed is contiguous to the City of Beloit.
 - The attached Location & Zoning Map shows the location of this property and the zoning of the surrounding area. The adjacent zoning and land uses are as follows:
 - North: R-1A, Single-Family Residential District, Single-Family Dwelling
 - South: R1, Single-Family Residential District & R-1A, Single-Family Residential District, Single-Family Dwellings (Town of Beloit & City of Beloit, respectively)
 - East: R1, Single-Family Residential District, Vacant Land (Town of Beloit)
 - West: DH, Development Holding District, Agricultural
 - When property is annexed to the City, a temporary zoning classification must be assigned until an Ordinance approving a Zoning Map Amendment is adopted by the City Council. Staff recommends that the temporary zoning classification for these properties be R-1A, Single-Family Residential District, because of their size, location, and surrounding land uses of the property. Staff will process a Zoning Map Amendment with a recommendation for a permanent zoning classification in the near future.
-

Consistency with Comprehensive Plan and Strategic Plan:

The City's Comprehensive Plan recommends Single-Family Residential – Urban uses for this property. This land use category is intended for existing and planned groupings of single-family detached residences that are served by public sanitary sewer and water systems. This proposed annexation is consistent with the Comprehensive Plan.

Consideration of this request supports City of Beloit Strategic Goal #1 & #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** – A reduction in the number of septic systems located in urbanized areas will reduce groundwater contamination.
- **Meet the hierarchy of present and future human needs fairly and efficiently** – The provision of sanitary sewer service will satisfy the owners' need for a healthy, sanitary dwelling.

Staff Recommendation:

The Planning and Building Services Division recommends **approval** of the Petition for Annexation to the City of Beloit for the properties located at 1035 and 1041 Udell Drive in the Town of Beloit and assignment of a temporary zoning district classification of R-1A, Single-Family Residential.

Fiscal Note/Budget Impact: N/A

Attachments: Location & Zoning Map, Petition for Annexation, and Plat.

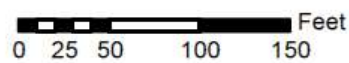
Location & Zoning Map

1035 & 1041 Udell Drive

ANX-2012-01



1 inch = 97 feet



Legend

- COB Parcels
- City Limits
- Zoning District

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

PLANNING & BUILDING SERVICES DIVISION

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

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

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

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

Lindale Place Turtle Ridge Sherwood Drive N/A

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

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

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

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

We further respectfully request that this property be zoned _____.

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

Personally came before me this 16th day of November, 2012, the above named,

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



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

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

DIAMOND ACRES

PLAT SHOWING TERRITORY ANNEXED TO THE CITY OF БЕЛОИТ

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

FURTHER DESCRIBED AS FOLLOWS:

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

STATE OF WISCONSIN }
COUNTY OF ROCK } ss.

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

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

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



Batterman
engineers surveyors planners
2007 Burleigh Drive Beloit, Wisconsin 53511
608.365.4644 www.batterman.com



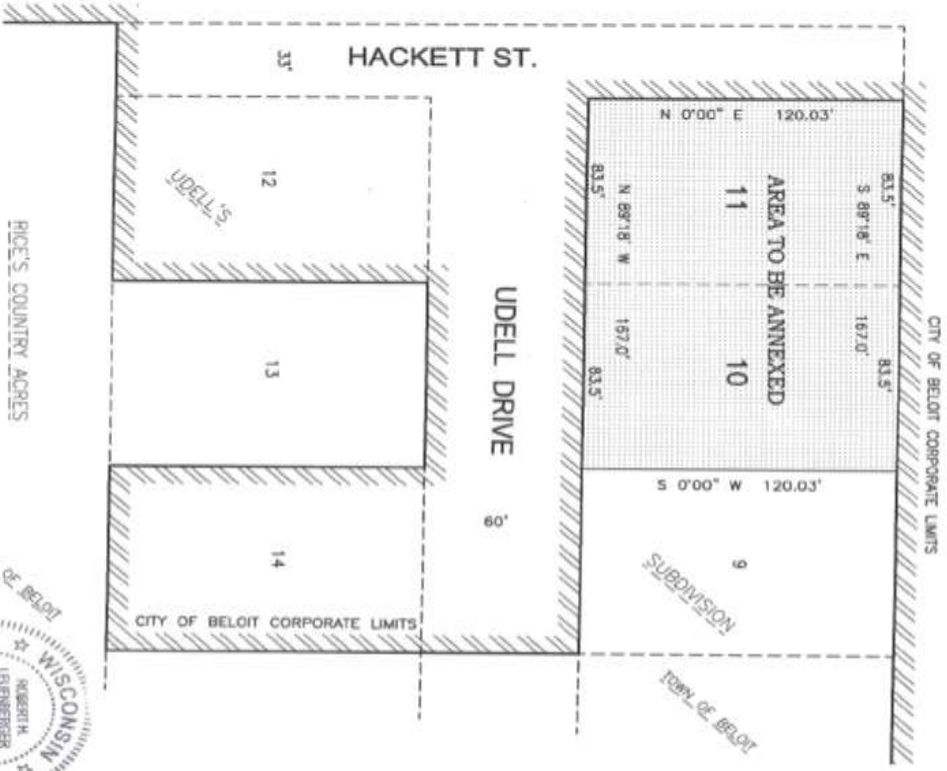
BEARINGS ARE BASED ON THE PLAT OF UDELL'S SUBDIVISION

SCALE: 1" = 50'



01.22.10.

REV. OF BELLOT



ORDER NO. 31465
JANA CONWAY

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

January 22, 2013

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

The undersigned Charles M. Haynes, duly elected President of the Beloit City Council, subject to confirmation by the Beloit City Council, does hereby appoint the following citizen members to the vacancies and terms indicated below, said appointments being pursuant to nominations made and approved by the Appointment Review Committee at the regular meeting held January 14, 2013:

Charles M. Haynes, President
Beloit City Council

Appointments

Municipal Golf Committee

Incumbent **William Howard** for a term ending December 31, 2015

PLEASE ANNOUNCE THE FOLLOWING VACANCIES

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

**RESOLUTION APPROVING CONTRACT WITH THE STATE OF WISCONSIN FOR
STATEWIDE STRUCTURAL COLLAPSE TEAM MEMBERS**

WHEREAS, the attached contract between the State of Wisconsin Department of Military Affairs, Division of Emergency Management (“State”) and the City of Beloit Fire Department (“City”) provides for Statewide Structural Collapse Team Members, as authorized under 2009 Wisconsin Act 43, and codified in §323.72 of the Wisconsin Statutes; and

WHEREAS, the City Council of the City of Beloit believes that intergovernmental cooperation for purposes of public safety and protection should be encouraged and that the City should participate in one of the three Statewide Structural Collapse Teams in order to protect life and property against the dangers of emergencies involving catastrophic structural collapse; and

WHEREAS, the City Council of the City of Beloit finds that it in the best interest of the City to enter into the attached Contract for Statewide Structural Collapse Team Members.

NOW, THEREFORE, BE IT RESOLVED, that the attached Contract for Statewide Structural Collapse Team Members be, and hereby is, approved.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Manager be, and hereby is, authorized to execute the same on behalf of the City of Beloit, and that said City Manager is further authorized to execute future annual extensions of said Contract, provided that such future annual extensions contain no substantive modifications other than technical modifications relating to reimbursement rates, training scheduling, or training requirements.

Adopted this 22nd day of January, 2013.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Rebecca Houseman LeMire, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution Approving Contract with State of Wisconsin for Statewide Structural Collapse Team Members

Date: January 22, 2013

Presenter(s): Chief Bradley Liggett

Department(s): Fire Department

Overview/Background Information:

The State of Wisconsin began to formulate capability for heavy rescue responses, including building collapses, in 2003 through the use of Homeland Security Funding. This initiative was spearheaded by the Office of Justice Assistance (OJA). In February of 2004, OJA formed a working group comprised of representatives from around the state to formulate a draft plan for the initiative. The group included representatives from the Wisconsin Fire Service, county emergency managers, DNR, OJA, and Wisconsin Emergency Management (WEM).

The original model of 13 individual teams all with identical response capacity, equipment caches, and trained personnel became too large and cost prohibitive. Over the past three years member fire departments of the collapse rescue program have been working cooperatively with Wisconsin Emergency Management and the Office of Justice Assistance for the creation and implementation of a single collapse rescue team to respond to emergencies that require specialized training and equipment.

The City of Beloit was one of the original 13 teams. We now want to continue participation with the downsized team. This contract will allow our personnel to be utilized on the statewide collapse response team. This is a renewal of the current agreement without any changes. This resolution will also allow us to execute successor agreements that do not contain substantive changes beyond reimbursement rates, training scheduling, and training requirements. Future substantive contractual changes would be required to receive legal review and be submitted for council authorization.

Key Issues (maximum of 5):

1. We have trained personnel to provide for this team membership.
2. The state has already provided training for our designated personnel.
3. The city will be reimbursed for training time and response of personnel.
4. Participation in this program increases our local response capacity and reduces training costs of maintaining this technical rescue capability.
5. This is a successor agreement to our current contract.

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

This resolution conforms with our strategic plan in creating partnerships with other jurisdictions to develop efficiency in response to specialized incidents.

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

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

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

Action required/Recommendation: Approval of the resolution authorizing the city manager to enter into this agreement. Staff recommends approval.

Fiscal Note/Budget Impact: Entering into this agreement reduces our training cost for this response capacity.



**EXTENDED CONTRACT FOR
STATEWIDE STRUCTURAL COLLAPSE
TEAM MEMBERS**

JANUARY 1, 2013 THROUGH DECEMBER 31, 2013

Between

**STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

And

CITY OF BELOIT, WISCONSIN

DATE: December 31, 2012

**EXTENDED CONTRACT FOR STATEWIDE STRUCTURAL COLLAPSE
TEAM MEMBERS**

1.0 General Contract Information

1.1 **Parties:** This extended contract is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management (hereinafter "Division") and the Beloit Fire Department, City of Beloit, Wisconsin (hereinafter "Contractor") for the provision of Statewide Structural Collapse Team members as described herein and authorized under 2009 Wisconsin Act 43, as codified in §323.72 of the Wisconsin Statutes and as further amended.

1.2 **Recitals:** WHEREAS, in order to protect life and property against the dangers of emergencies involving catastrophic structural collapse, the Division may assign and make available for use in any county, city, or district, a Statewide Structural Collapse Team.

WHEREAS, the Division desires to enter into this Agreement with Contractor for the provision of team members to serve on one of three statewide platoons comprising the Statewide Structural Collapse Team, and Contractor desires to enter into this Agreement.

HOWEVER, the parties expressly recognize and attest by this Agreement that neither party intends to create or to assume fiduciary responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a structural collapse incident involving a hazardous substance, which is the responsibility and shall remain the sole obligation of the Wisconsin Department of Natural Resources under §§292.11 and 323.60(4), Wis. Stats.

1.3 **Contract Term:** This extended Agreement shall continue for 1 year commencing January 1, 2013 through December 31, 2013.

2.0 Definitions

2.1 **Definitions:** The following definitions are used throughout this Agreement:

Agreement means this Contract, together with the Exhibits. Exhibits include the following:

- | | |
|-----------|--|
| Exhibit A | Standard Terms and Conditions |
| Exhibit B | Training Costs |
| Exhibit C | Certificate of Protection in Lieu of an Insurance Policy (as applicable) |

State means the State of Wisconsin.

Department means the State of Wisconsin, Department of Military Affairs.

Division means the Division of Emergency Management.

Contractor means the City of Beloit Fire Department, City of Beloit, Wisconsin by which

Statewide Structural Collapse Team members will be provided under this Agreement. Under §323.72(1), Stats., the Division may only contract with local agencies as defined in §323.70(1)(b), Stats.

Local Agency has the meaning under §323.70(1)(b), Stats.

OJA means the State of Wisconsin, Office of Justice Assistance.

Responsible Party means the person(s), as defined in §323.72(3)(a) and (b), Stats., who possessed or controlled a structure that was involved in the structural collapse or the person who caused the structural collapse which caused the emergency to which Contractor has responded.

Regional Emergency All-Climate Training Center (REACT) is a training facility owned by the State of Wisconsin, Department of Military Affairs and operated by the Division of Emergency Management.

Structural collapse means an incident involving all types of construction with emergency response activities that include expertise in 1) evaluating existing and potential conditions at structural collapse incidents; 2) recognizing unique collapse or failure hazards; 3) conducting search operations intended to locate victims trapped inside and beneath collapse debris; 4) accessing victims trapped inside and beneath collapse debris; 5) performing extrication operations involving packaging, treating, and removing victims trapped within and beneath collapse debris; and 6) stabilizing the structure.

Structural Collapse Team Member means an individual provided by Contractor serving as a team member on one of three platoons comprising the Statewide Structural Collapse Team to provide statewide structural collapse emergency response that meets the standards under the National Fire Protection Association standards NFPA 1001 and 1670, as further amended.

Statewide Structural Collapse Team Platoon means a component of the Statewide Structural Collapse Team made up of team members provided by the Contractor and/or designated employees of the Contractor who are expected to respond to, control, and/or stabilize the actual or potential structural collapse.

WI Taskforce 1 means the name of the Statewide Structural Collapse Team.

3.0 Statement of Work

- 3.1 **Services to be provided by Contractor:** During the term of this Agreement, the Contractor agrees to provide statewide structural collapse team members for the three statewide platoons comprising the Statewide Structural Collapse Team (also known as WI Taskforce 1).

Contractor's response activities under this Agreement shall be limited to emergency operations, reporting and documentation of activities arising from catastrophic structural collapse incidents which threaten life, property and/or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing, analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident, as determined by the Contractor.

WI Taskforce 1 shall establish safety perimeters at or near sites and vessels. WI Taskforce 1 shall not be required to locate underground utilities, insure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

The Division and Contractor make no representations to third parties with regard to the ultimate outcome of the structural collapse services to be provided, but Contractor and Division shall respond to the best of its abilities, subject to the terms of this Agreement.

- 3.2 **Performance Conditions:** Contractor acknowledges that it shall demonstrate to the Division that its employees designated as structural collapse teams members, structural collapse equipment, and associated vehicles meet or exceed applicable NFPA training standards and any regulatory requirements.
- 3.3 **Personnel:** Contractor shall provide eight (8) trained, medically monitored, and competent personnel as identified by Contractor and designated by the Division as is reasonably necessary to operate within the safety levels of a statewide structural collapse team. Contractor understands and agrees that identified team members will meet applicable training standards and certifications at the time they are identified by Contractor to serve as members of the Statewide Structural Collapse Team.
- 3.4 **Vehicles and Equipment:** If the Division requests vehicles and equipment from the Contractor, it shall limit its activities to that which can be safely accomplished within the technical limitations of the available vehicles and equipment. Contractor may retain structural collapse equipment and vehicles provided by grant funding through OJA for Contractor's local use, however, Contractor agrees that in the event of multiple responses, said equipment which is already not committed to a prior response shall be used on a priority basis to respond to a structural collapse incident.
- 3.5 **Vehicle and Equipment Use Limitations:** This Agreement in no way limits the Contractor from responding with structural collapse vehicles, equipment and supplies under local authority, mutual-aid agreements, or other contracts under local authority.
- 3.6 **Response Procedures and Limitations:** Contractor recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Contractor agrees that if local fire response obligations in Contractor's own jurisdiction create limits or unavailable resources, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction.

Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request pursuant to Standard Operating Guidelines provided in Subsection 3.8 herein.

- 3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been

provided to the Division, the Contractor may decline a request for a Statewide Structural Collapse Team emergency response.

- 3.8 **Standard Operating Guidelines:** Contractor and Division agree that the Statewide Structural Collapse team operations will be conducted in accordance with Standard Operating Guidelines and "Call-Out Procedure" that will be mutually approved by the parties to this Agreement. Contractor agrees and understands that it shall not self deploy structural collapse teams members to a catastrophic structural collapse. The Division shall notify Contractor of the need for structural collapse team member deployment and the need for mustering a platoon of WI Taskforce 1 at the REACT.

4.0 Training Costs and Reimbursement for Emergency Response

There are two types of Contractor costs under this Agreement: (1) Required Training Costs, and (2) Team Response Costs. Each of these costs are discussed more fully below.

- 4.1 **Required Training Costs:** Under §323.72(1), Stats., team personnel shall be trained and certified to the standards under the National Fire Protection Association standards NFPA 1001 and 1670, as further amended. As a condition of this Agreement, Contractor agrees that all team personnel shall attend structural collapse training and refresher training at the Regional Emergency All-Climate Training Center (REACT), which is owned and operated by the Division or at a location pre-approved in writing by the Division. The structural collapse and refresher training shall be a minimum of thirty-two (32) hours per team member per annum. Additional specialty training is available at REACT. All team personnel attending training at REACT shall be in a non-duty status with Contractor. To facilitate planning for required training, the REACT training schedule shall be posted at minimum of twelve months in advance, with the exception of the first contract period. Any team personnel who have not attended or completed the required training will not be allowed to respond under the scope of this Agreement. Team personnel shall also keep current any state required certifications. The Division shall maintain all structural collapse and refresher training records on each team member for training received at REACT.
- 4.2 **Team Response Costs and Reimbursement:** Under §323.72(2), Stats., the Division shall reimburse the Statewide Structural Collapse Team for costs incurred by the team in responding to an emergency involving a structural collapse incident if the team determines that a structural collapse emergency requiring a response existed. Reimbursement is limited to amounts collected from the responsible person(s) as defined in §323.72(3) (a) and (b), Stats. Reimbursement under this subsection is available only if the Statewide Structural Collapse Team has identified the person who is required to reimburse the Division and provided that information to the Division. Further, Contractor shall comply with all Division-approved reimbursement procedures and/or duly enacted Administrative Rule(s).

A person shall reimburse the Division for costs incurred by the Statewide Structural Collapse Team in responding to an emergency if the team determines that an

emergency requiring the team's response existed and that one of the following conditions applies:

- (1) The person possessed or controlled a structure that was involved in the structural collapse.
- (2) The person caused the structural collapse.

In the event a responsible person has been identified, Contractor shall be reimbursed for reasonable and necessary Team member response costs incurred in responding to a catastrophic structural collapse incident under this Agreement. Such Team response costs may include, but are not limited to:

- (1) Reimbursement for use of Vehicle(s) and Apparatus: Contractor shall be reimbursed for the approved use of its vehicles and equipment at FEMA-established rates.
- (2) Personnel Expenses: Contractor's team response personnel expenses which are approved and authorized under this Agreement are reimbursable at \$45.00 per hour per deployed team member. During an emergency deployment, this shall be calculated as portal to portal.
- (3) Backfill expenses: Contractor's personnel backfill expenses to cover deployed team members are reimbursable at the Contractor's actual cost.
- (4) Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such expenses must be based on actual expenditures and fully documented by the Contractor. The Division reserves the right to deny any reimbursement of unjustifiable Contractor expenditures.

4.3 **Maximum Contract Payment for Training Costs:** This Agreement shall have a maximum contract payment of \$12,240.00 per annum for training costs as described in "Exhibit B" to this Agreement. This calculation is based upon \$45 per hour for the minimum of thirty-two (32) hours per team member per annum. Payment for training costs will be made to Contractor on a quarterly basis. The payment will be determined by the actual hours of Division-approved training received by Contractor's team members during that quarter multiplied by \$45 per hour. In addition to the maximum contract payment, the Division will pay for enhanced training for specialty job assignments for team members as determined and approved in advance by the Division. The maximum contract payment for training does not, however, include Contractor's team response costs as specified in Subsection 4.2 of this Agreement. Contractor's personnel backfill expenses to cover team members in training status are not reimbursable.

No additional Contractor payment or reimbursement shall be paid or any additional demands placed on Contractor under this Agreement unless otherwise specifically agreed to by the Division and the Contractor, and upon written amendment to this Agreement.

The Division's reimbursement(s) shall be full payment for services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the services authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of team response costs except where partial payment has been made due to limitations as set forth above.

- 4.4 **Billing System for Division Reimbursement of Team Response Costs:** Contractor will provide an invoice for its team member response costs to the Division within ten (10) working days of the response. The Division will not bill responsible person(s) unless it receives an invoice from the Contractor. Contractor's claim for reimbursement shall contain such documentation as is necessary to support the Division's cost-recovery operations and financial audits. The Division agrees to bill responsible person(s) for the Statewide Structural Collapse Team response costs. Team response costs include such items as vehicle and equipment use, expendables and personnel costs. In addition, Division administrative costs may be billed as part of the emergency costs. Further, Contractor shall comply with all Division-approved procedures and/or duly enacted Administrative Rule(s).

The Division shall bill identified responsible person(s) within sixty (60) days of receipt of Contractor's invoice. Contractor's team response costs shall be collected by the Division from the responsible person(s) before any payment is made to the Contractor. Contractor agrees to cooperate with the Division as is reasonable and necessary in order to allow the Division to bill third parties and pursue cost recovery actions.

- 4.5 **Approval:** The Division shall notify Contractor of the need for structural collapse team member deployment and the need for mustering a platoon of WI Taskforce 1 at the REACT. Contractor agrees and understands that it shall not self deploy structural collapse teams members to a catastrophic structural collapse. Contractor may deploy structural collapse team members directly to an ongoing catastrophic structural collapse event at the request of the Division. Contractor agrees to make reasonable and good faith efforts to minimize Responsible Party and/or Division expenses.
- 4.6 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution for any Public Employees Retirement Withholding System benefit(s). Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.
- 4.7 **Worker's Compensation:** A member of the Statewide Structural Collapse Team who is acting under the scope of this Agreement is an employee of the State for purposes of Worker's Compensation under §323.720(4) of the Wisconsin Statutes.
- 4.8 **Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as just, due, and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due, and payable, may, but shall not be

required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

- 4.9 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a catastrophic structural collapse emergency except as approved and authorized under this Agreement.

5.0 Liability and Indemnity

- 5.1 **Scope:** During operations authorized by this Agreement, Contractor and members of the Statewide Structural Collapse Team shall be agents of the State of Wisconsin for purposes of §895.46(1), Stats. For the purposes of this Article, operations means activities, including travel, directly related to a particular emergency response involving a structural collapse incident by the Statewide Structural Collapse Team. Operations also include advanced training activities provided under this Agreement to members of the Statewide Structural Collapse Team, but does not include travel to and from the training.
- 5.2 **Civil liability exemption; regional emergency response teams and their sponsoring agencies:** Under §895.483(4), Wis. Stats., a regional structural collapse team, a member of such a team, and a local agency, as defined in s. §323.70 (1) (b), that contracts with the division of emergency management in the department of military affairs for the provision of a regional structural collapse team, are immune from civil liability for acts or omissions related to carrying out responsibilities under a contract under §323.72 (1), Stats.
- 5.3 **Contractor Indemnification of State:** When acting as other than an agent of the Division under this Agreement, and when using the State's or Division's vehicles or equipment, the Contractor shall indemnify, defend and hold harmless the State, Division, its officers, Divisions, agents, employees, and members from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees.

6.0 Insurance Provisions

- 6.1 **Public Liability and Property Damage Insurance:** Contractor shall maintain, at its own expense, and keep in effect during the term of this Agreement, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage is one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program or alternative funding source(s), attached hereto as "Exhibit C". The Certificate is required to be presented prior to commencement of this Agreement.

- 6.2 **Automobile Liability:** Contractor and team members shall obtain and keep in effect motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. This coverage may be written in combination with the commercial liability, bodily injury and property damage insurance mentioned in Subsection 6.1. Minimum coverage limits shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program, or alternative funding source(s) attached hereto as "Exhibit C". The Certificate is required to be presented prior to commencement of this Agreement.

- 6.3 **Notice of Cancellation or Change:** Contractor agrees that there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the Division.
- 6.4 **Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, Contractor shall provide an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement. The insurance certificate is required to be presented prior to commencement of this Agreement.

7.0 Standard Contract Terms, Conditions and Requirements

- 7.1 **Disclosure of Independence and Relationship:** Contractor certifies that no relationship exists between the Statewide Structural Collapse Team, the State or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interest of the State.

Contractor agrees as part of this contract for services that during performance of this contract, they will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interests of the State.

- 7.2 **Dual Employment:** §16.417 of the Wisconsin Statutes, prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 7.3 **Employment:** Contractor will not engage the service of any person or persons now

employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department of Military Affairs and the Division.

- 7.4 **Conflict of interest:** Private and non-profit corporations are bound by §180.0831 and §181.225 Wis. Stats., regarding conflicts of interest by directors in the conduct of state contracts.
- 7.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles, and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 7.6 **Hold Harmless:** The Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin shall be held harmless in any disputes the team and/or fire department may have with their employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.
- 7.7 **Termination of Agreement:** The Division and/or Contractor may terminate this Agreement at any time for cause by delivering one hundred twenty (120) days written notice to the other Party. Upon termination, the Division's liability will be limited to the pro rata cost of the training costs provided under Subsection 4.1 as of the date of termination plus expenses incurred with the prior written approval of the Division. Upon termination, Contractor will refund to the Division within one hundred twenty (120) days of said termination pro rata training payments made hereunder by the Division to the Contractor.

Contractor may terminate this Agreement at will by delivering one hundred twenty (120) days written notice to the Division. In the event the Contractor terminates this Agreement for any reason whatsoever, it will refund to the Division within one hundred twenty (120) days of said termination all payments made hereunder by the Division for training costs, under Subsection 4.1, provided to the Contractor for the contract year in which the termination occurs based in proportion to the number of days remaining in the contract year.

The Division may terminate this Agreement at will effective upon delivery of written notice to the Contractor, under any of the following conditions:

(1) If funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training, the Agreement may be modified to accommodate a reduction or increase in funds.

(2) If federal or state laws, rules, regulations, or guidelines are modified, changed,

or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

(3) If any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Section 5.0 will be limited to events occurring during the term of this Agreement.

7.8 **Cancellation:** The State of Wisconsin reserves that right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the Contractor to comply with the terms, conditions, and specifications of this Agreement.

7.9 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for contract performance whether or not subcontractors are used.

Contractor is encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.

Contractor shall file with the Department of Military Affairs quarterly reports of purchases of such supplies and services necessary for the implementation of this Agreement.

7.10 **Executed Contract to Constitute Entire Agreement:** The contents of the Agreement including Exhibits and additional terms agreed to, in writing, by the Division and the Contractor shall become a part of the Agreement herein. The written Agreement with referenced parts and attachments shall constitute the entire Agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to, in writing, by the contracting authority.

7.11 **News Releases:** News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.

7.12 **Applicable Law:** This Agreement shall be governed under the laws of the State of Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which may in any manner affect the work or its conduct.

7.13 **Assignment:** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.

- 7.14 **Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
- 7.15 **Force Majeure:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war which is beyond that party's reasonable control.
- 7.17 **Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees and members. Such reports shall be directed to:

ATTN: Administrator
Division of Emergency Management
DMA Wisconsin
PO Box 7865
Madison, WI 53707-7865
Telephone #: (608) 242-3232
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of Legal Counsel, WING-LGL
WI Dept. of Military Affairs
PO Box 8111
Madison, WI 53708-8111

- 7.17 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 7.18 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of Division and Contractor.
- 7.19 **Approval Authority:** Contractor's representative(s) certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and agreements on behalf of the local government entity.
- 7.20 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon one hundred twenty (120) days prior written notice, terminate this contract if funds are not available.

- 7.21 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, State, or Contractor shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall effect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, State or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- 7.22 **Construction of Agreement:** This Agreement is intended to be solely between the parties hereto. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- 7.23 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained any previous correspondence from the Division, it is agreed between the parties that the language in this Agreement shall prevail.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

Dated this 10th day of December, 2012



Brian M. Satula, Division Administrator

On Behalf of the City of Beloit
A Municipal Corporation

Dated this ____ day of _____, 201__

Signature: _____

Printed Name: Larry N. Arft

Title: City Manager

Address: City Hall, 100 State Street

City/State: Beloit, WI Zip: 53511

On Behalf of the City of Beloit Fire Department

Dated this ____ day of _____, 2011

Signature: _____

Printed Name: Bradley J. Liggett

Title: Fire Chief

Address: 1111 Church Street

City/State: Beloit, WI Zip: 53511

Approved as to form:

Dated this ____ day of _____, 201__

Signature: _____

Printed Name: Tom Casper

Title: City Attorney

Address: City Hall, 100 State Street

City/State: Beloit, WI Zip: 53511

Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements

are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions

on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

32.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

33.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

34.0 WORK CENTER PROGRAM: The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

35.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

EXHIBIT B

EXTENDED CONTRACT FOR STATEWIDE STRUCTURAL
COLLAPSE TEAM MEMBERS

TRAINING COSTS

Calendar year 2013

NAME OF CONTRACTOR: City of Beloit

NUMBER OF TEAM MEMBERS PROVIDED: 8

TRAINING COSTS CALCULATED AS:

Number of team members provided: 8

Required hours of training per annum: 32 hours

Hourly training cost: \$45 per hour

$$\begin{array}{rcccccc} \underline{8} & & \text{X} & & \underline{32} & & \text{X} & & \underline{\$45.00} & & = & \underline{\$12,240.00} \\ (\# \text{ members}) & & & & (\text{Training hours}) & & & & (\text{Hourly cost}) & & & \text{Total} \end{array}$$

ANNUAL TRAINING COSTS \$12,240.00

RESOLUTION
APPROVING AN AMENDMENT OF THE AGREEMENT BETWEEN
THE CITY OF БЕЛОIT AND ICMA RETIREMENT CORPORATION FOR THE
CITY'S VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN

WHEREAS, the City of Beloit has employees that have rendered valuable services to the City during their careers; and,

WHEREAS, the City's non-represented employee manual provides for the payout of up to 80 days (640 hours max.) of accrued sick leave into the employee's RHS account to be used for medical related expenses during retirement; and,

WHEREAS, the City adopted various terms and conditions of its retirement health savings plan #801351 with ICMA Retirement Corporation's VantageCare Retirement Health Savings Plan one of which requires retirees to be age 55 or older to access their account; and,

WHEREAS, there have been recent retirements by plan members prior to age 55; and,

WHEREAS, it is recommended that the City's RHS Plan be amended to allow retirees to access their accounts at age 50 rather than 55 to accommodate those employees retiring early; and,

WHEREAS, the amendment of its existing retiree health savings plan for such employees serves the interests of the City and its employees.

NOW, THEREFORE, BE IT RESOLVED by the Beloit City Council that the City Manager is authorized to amend the City's RHS Plan to allow retirees to access their accounts at age 50 rather than 55 to accommodate those employees retiring early in the form of the ICMA Retirement Corporation's VantageCare Retirement Health Savings program.

Adopted this 22nd day of January, 2013

Charles M. Haynes, President

Attest:

Rebecca Houseman LeMire, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Resolution to amend the City's VantageCare Retirement Health Savings Plan

Date: January 22, 2013

Presenter(s): Paul York

Department: Finance and Administrative Services/Human Resources

Overview/Background Information:

In 2007 the City of Beloit established a retirement health savings plan through the ICMA Retirement Corporation's VantageCare Retirement Health Savings Plan to provide security for city employees' health care needs during retirement. The City's non-represented employee manual provides for the payout of up to 80 days (640 hours max.) of accrued sick leave into the employee's RHS account to be used for medical related expenses during retirement. The plan document that was originally approved restricted access to these funds by retirees until they were age 55. There have been recent retirements prior to age 55 by plan members and this amendment will allow for the availability of these funds as early as age 50. A similar amendment was approved by the Council in November 2012; however, that plan amendment pertained only to a similar VantageCare RHS Plan that was established specifically for the City's former Health Department Employees when they were transitioned to the Rock County Health Department in 2006.

Key Issues (maximum of 5):

- Amend the City's ICMA Retirement Corporation's VantageCare Retirement Health Savings Plan #801351 to allow retirees to access their funds at age 50.
- This RHS Plan was established to provide for employees' health care needs during retirement.
- The City's non-represented employee manual provides for the payout of up to 80 days (640 hours max.) of accrued sick leave into the employee's RHS account to be used for medical related expenses during retirement.

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 #1.

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:

- Approval authorizing the amendment of the City's ICMA Retirement Corporation's VantageCare Retirement Health Savings Plan #801351.

Fiscal Note/Budget Impact:

There is no fiscal impact.

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$7,510,000* GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A**

WHEREAS, on December 17, 2012, the City Council of the City of Beloit, Rock County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution") providing for the sale of approximately \$7,565,000 General Obligation Refunding Bonds, Series 2013A to refund certain maturities of the General Obligation Corporate Purpose Bonds, Series 2006A, dated May 1, 2006 (the "2006 Bonds"), the General Obligation Corporate Purpose Bonds, Series 2007A, dated June 1, 2007 (the "2007A Bonds") and the General Obligation Promissory Notes, Series 2007B, dated June 1, 2007 (the "2007B Notes");

WHEREAS, the City Council of the City hereby finds and determines that it is necessary, desirable and in the best interest of the City to refund the 2015-2019 maturities of the 2006 Bonds, the 2025-2027 maturities of the 2007A Bonds and the 2015-2017 maturities of the 2007B Notes (collectively, the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding"), and there are insufficient funds on hand to pay said cost;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc., Brookfield, Wisconsin ("Ehlers") to take the steps necessary to sell bonds designated "General Obligation Refunding Bonds, Series 2013A" (the "Bonds") for the purpose of financing the Refunding;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on January 22, 2013;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on January 22, 2013;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

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

* Estimated, subject to change.

Section 1A. Ratification of the Notice of Sale and Offering Materials. The City Council of the City hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed, pursuant to Section 67.04, Wisconsin Statutes, through the issuance of the Bonds, the sum of SEVEN MILLION FIVE HUNDRED TEN THOUSAND DOLLARS (\$7,510,000*).

Section 1C. Award of the Bonds. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal [(as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein)], plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal [(as modified on the Bid Tabulation)] is hereby accepted. The City Manager and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer until the closing of the bond issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds, Series 2013A"; shall be issued in the aggregate principal amount of \$7,510,000*; shall be dated February 13, 2013; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum; and mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest is payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2013. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 2A. Designation of Maturities. The Bonds of this issue which mature first are designated as being issued to refund the Refunded Obligations in the order in which the debt evidenced by said obligations were incurred.

Section 3. Redemption Provisions. The Bonds maturing on May 1, 2021 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on May 1, 2020 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from

* Estimated, subject to change.

maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2013 through 2026 for the payments due in the years 2013 through 2027 in the amounts set forth on the Schedule. The amount of tax levied in the year 2013 shall be the total amount of debt service due on the Bonds in the years 2013 and 2014; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Bonds in the year 2013.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from amounts levied to pay debt service on the Refunded Obligations or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the principal and interest on the Bonds coming due on May 1, 2013 and the interest on the Bonds coming due on November 1, 2013 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously

issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds, Series 2013A, dated February 13, 2013" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the City Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Bonds. In order to accomplish the purpose for which the Bonds are issued, proceeds of the Bonds shall be transferred to the Escrow Account, as provided in Section 18 hereof. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds

have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the City Manager and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and

directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, mandatory redemption agent, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by [the City Clerk or City Treasurer] [_____, _____, _____] (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the City Manager and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the City Manager and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 13. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 15. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 16. Official Statement. The City Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Escrow Agent; Escrow Agreement; Escrow Account. U.S. Bank National Association, St. Paul, Minnesota, is hereby appointed escrow agent for the City, for the purpose of ensuring the payment of the principal of and interest on the Refunded Obligations (the "Escrow Agent").

The City Manager and City Clerk are hereby authorized and directed to execute an escrow agreement substantially in the form attached hereto as Exhibit F (the "Escrow Agreement") (such form may be modified by said officers prior to execution, the execution of such agreement by said officers to constitute full approval of the City Council of any such modifications), with the Escrow Agent, for the purpose of effectuating the provisions of this Resolution.

The Bond Proceeds allocable to refunding the Refunded Obligations, other than any premium not used for the Refunding and accrued interest which shall be deposited in the Debt Service Fund Account created above, shall be deposited in a refunding escrow account which is hereby created with the Escrow Agent, pursuant to the Escrow Agreement, for the purpose of retaining the required amount of cash, if any, and acquiring the United States obligations provided for in the Escrow Agreement.

Upon transfer of the Bond Proceeds and any other necessary funds allocable to refunding the Refunded Obligations to the Escrow Account, the taxes heretofore levied to pay debt service on the Refunded Obligations shall be abated to the extent such transfer together with investment

earnings thereon is sufficient to pay the principal of and interest on the Refunded Obligations, but such abatement shall not affect the City's pledge of its full faith, credit and resources to make such payments. The refunding escrow account created by the Escrow Agreement shall hereinafter serve as the debt service (or sinking) fund account for the Refunded Obligations. The Escrow Agent shall serve as custodian of said debt service (or sinking) funds.

Section 19. Escrow Securities. The Escrow Agent and Ehlers are authorized to submit subscriptions for United States Treasury Securities - State and Local Government Series and to purchase U.S. government securities on behalf of the City in such amount as is necessary in order to carry out the Refunding.

Section 20. Redemption of the 2006 Bonds. The 2006 Bonds maturing in the years 2015 through 2019 are hereby called for prior payment and redemption on May 1, 2014 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the Escrow Agent appointed above to cause timely notice of redemption, in substantially the form attached to the Escrow Agreement (the "2006 Bond Notice"), to be provided at the times, to the parties and in the manner set forth on the 2006 Bond Notice.

Section 21. Redemption of the 2007A Bonds. The 2007A Bonds maturing in the years 2025 through 2027 are hereby called for prior payment and redemption on June 1, 2016 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the Escrow Agent appointed above to cause timely notice of redemption, in substantially the form attached to the Escrow Agreement (the "2007A Bond Notice"), to be provided at the times, to the parties and in the manner set forth on the 2007A Bond Notice.

Section 22. Redemption of the 2007B Notes. The 2007B Notes maturing in the years 2015 through 2017 are hereby called for prior payment and redemption on June 1, 2014 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the Escrow Agent appointed above to cause timely notice of redemption, in substantially the form attached to the Escrow Agreement (the "2007B Note Notice"), to be provided at the times, to the parties and in the manner set forth on the 2007B Note Notice.

Section 23. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 24. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The City Manager and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the City Manager and City Clerk including provisions regarding

restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 25. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded January 22, 2013.

Charles M. Haynes
City Council President

ATTEST:

Rebecca Houseman LeMire
City Clerk

(SEAL)

**RESOLUTION SUPPLEMENTING RESOLUTION ADOPTED
OCTOBER 20, 2003; AUTHORIZING THE ISSUANCE AND SALE OF \$6,045,000*
WATER
SYSTEM REVENUE REFUNDING BONDS, SERIES 2013B; AND PROVIDING FOR
THE PAYMENT OF SAID BONDS AND OTHER DETAILS AND
COVENANTS WITH RESPECT THERETO**

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

WHEREAS, under the provisions of Section 66.0621 of the Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, leasing, constructing, extending, adding to, improving, conducting, controlling, operating and managing a public utility or refunding obligations issued for such purposes, 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;

WHEREAS, the Municipality has heretofore issued and has outstanding its Water System Revenue Bonds, Series 2003, dated November 1, 2003 (the "2003 Bonds") pursuant to a Resolution adopted by the City Council of the Municipality (the "Governing Body") on October 20, 2003 (the "2003 Resolution"), which are payable from a pledge of revenues of the System and were issued for the purpose of purchasing the System and related appurtenances and equipment and start-up expenses related to operating the System and constructing additions, extensions and improvements to the System;

WHEREAS, the Municipality has also heretofore issued and has outstanding its (1) Water System Revenue Refunding Bonds, Series 2007, dated January 24, 2007 (the "2007 Bonds") pursuant to a Resolution adopted by the Governing Body on January 3, 2007 (the "2007 Resolution"), (2) Water System Revenue Bonds, Series 2009, dated May 28, 2009 (the "2009 Bonds") pursuant to a Resolution adopted by the Governing Body on May 4, 2009 (the "2009 Resolution") and (3) Water System Revenue Bonds, Series 2010, dated April 6, 2010 (the "2010 Bonds") pursuant to a Resolution adopted by the Governing Body on March 15, 2010 (the "2010 Resolution") (the outstanding 2003 Bonds, 2007 Bonds, 2009 Bonds and 2010 Bonds shall be referred to collectively herein as the "Prior Issues") (the 2007 Resolution, 2009 Resolution and 2010 Resolution shall be collectively referred to herein as the "Prior Resolutions");

WHEREAS, Section 9 of the 2003 Resolution permits additional bonds to be issued on a parity with the Prior Issues provided certain conditions are met;

WHEREAS, on December 17, 2012, the Governing Body of the Municipality adopted a resolution providing for the sale of approximately \$6,040,000 Water System Refunding Revenue Bonds, Series 2013B (the "Set Sale Resolution") to refund certain maturities of the 2003 Bonds;

* Estimated, subject to change.

WHEREAS, the Governing Body of the Municipality hereby finds and determines that it is necessary and desirable to refund the 2014 through 2019 maturities of the 2003 Bonds (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding"); and

WHEREAS, for the purpose of paying the cost of the Refunding (including paying legal, financing, engineering and other professional fees in connection therewith and funding a deposit to the Reserve Account, if necessary), the Governing Body deems it to be necessary, desirable and in the best interest of the Municipality to authorize and sell revenue bonds payable solely from the revenues of the System on a parity with the Prior Issues, which revenue bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes and Section 9 of the 2003 Resolution, as amended;

WHEREAS, to the best of the Municipality's knowledge, information and belief, and in reliance upon the Additional Bonds Certificate, attached hereto as Exhibit B and incorporated herein by this reference, the Municipality complies with the conditions precedent to the issuance of additional bonds on a parity with the Prior Issues as set forth in Section 9 of the 2003 Resolution;

WHEREAS, other than the Prior Issues, no bonds or obligations payable from the revenues of the System are now outstanding;

WHEREAS, pursuant to the Set Sale Resolution, the Municipality has directed its financial advisor, Ehlers & Associates, Inc., Brookfield, Wisconsin ("Ehlers") to take the steps necessary to sell revenue bonds designated "Water System Revenue Refunding Bonds, Series 2013B" (the "Bonds");

WHEREAS, the debt service due on the Bonds will, it is hereby found by this Governing Body, be reasonable in accordance with prudent municipal utility management practices;

WHEREAS, Ehlers, in consultation with the officials of the Municipality, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on January 22, 2013;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on January 22, 2013;

WHEREAS, the Municipality has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit C and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the Municipality. Ehlers has recommended that the Municipality accept the Proposal. A copy of

said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit D and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Municipality that:

Section 1(A). Definitions. The definitions in the 2003 Resolution apply to and are incorporated into this Resolution except as expressly amended below or unless the context expressly or by necessary implication requires otherwise. References in the 2003 Resolution to "Bonds," "Parity Bonds" and "Additional Bonds" shall apply to the Bonds being issued pursuant to this Resolution unless otherwise amended herein. All references to specific sections in the 2003 Resolution also apply to the Bonds being issued pursuant to this Resolution unless otherwise amended herein.

Section 1(B). Additional and/or Amended Definitions. In addition to and/or in amendment of the terms defined above or in subsection (a) hereof, the following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

"Bond Proceeds" means amounts received by the Municipality from the sale of the Bonds;

"Bonds" means the Water System Revenue Refunding Bonds, Series 2013B, dated February 13, 2013 of the Municipality authorized to be issued by this Resolution;

"DTC" or "Depository" means The Depository Trust Company, New York, New York or its nominee or successor which shall act as securities depository for the Bonds;

"Fiscal Agent" means [the City Clerk or City Treasurer of the Municipality]
[_____, _____, _____], or any successor thereto;

"Paying Agent" means the Fiscal Agent;

"Prior Issues" means the outstanding 2003 Bonds, 2007 Bonds, 2009 Bonds and 2010 Bonds, collectively;

"Prior Resolutions" means the 2007 Resolution, 2009 Resolution and 2010 Resolution, collectively;

"Purchaser" means the financial institution listed first on the Bid Tabulation;

"Record Date" means the close of business on the 15th day of the calendar month next preceding any principal or interest payment date;

"Reserve Requirement" means the least of (a) the amount required to be on deposit in the Reserve Account prior to the issuance of the Bonds, plus 10% of the proceeds of the Bonds, (b) the maximum amount of principal and interest due on the outstanding Prior Issues and Bonds in

any Bond Year and (c) 125% of average annual debt service on the outstanding Prior Issues and Bonds. If Parity Bonds which are to be secured by the Reserve Account are issued, the Reserve Requirement shall be an amount equal to the least of (i) the amount required to be on deposit in the Reserve Account prior to issuance of said Parity Bonds, plus 10% of the proceeds of said Parity Bonds, (ii) the maximum amount of principal and interest due on the outstanding Prior Issues, the Bonds and the Parity Bonds in any Bond Year or (iii) 125% of average annual debt service on the outstanding Prior Issues, Bonds and the Parity Bonds; provided, however, that for purposes of this definition, the maximum amount of principal and interest shall be computed with respect to any Variable Rate Bonds by using the Assumed Long-Term Fixed Rate applicable thereto;

"2003 Bonds" means the Water System Revenue Bonds, Series 2003, dated November 1, 2003;

"2003 Resolution" means a resolution adopted by the Governing Body on October 20, 2003 authorizing the issuance and sale of the 2003 Bonds;

"2007 Bonds" means the Water System Revenue Refunding Bonds, Series 2007, dated January 24, 2007;

"2007 Resolution" means a resolution adopted by the Governing Body on January 3, 2007 authorizing the issuance and sale of the 2007 Bonds;

"2009 Bonds" means the Water System Revenue Bonds, Series 2009, dated May 28, 2009;

"2009 Resolution" means a resolution adopted by the Governing Body on May 4, 2009 authorizing the issuance and sale of the 2009 Bonds;

"2010 Bonds" means the Water System Revenue Bonds, Series 2010, dated April 6, 2010; and

"2010 Resolution" means a resolution adopted by the Governing Body on March 15, 2010 authorizing the issuance and sale of the 2010 Bonds.

Section 2(A). Authorization and Award of the Bonds. For the purpose of paying the cost of the Refunding (including legal, fiscal, engineering and other expenses and increasing the funding of the Reserve Account, if necessary), there shall be borrowed on the credit of the income and revenue of the System the sum of SIX MILLION FORTY-FIVE THOUSAND DOLLARS (\$6,045,000*), and registered revenue bonds of the Municipality are hereby authorized to be issued in evidence thereof to the Purchaser for the sum set forth on the Proposal plus accrued interest to the date of delivery resulting in a true interest cost as set forth on the Proposal. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2(B). Ratification of the Notice of Sale and Offering Materials. The Governing Body of the Municipality hereby ratifies and approves the details of the Bonds set forth in

* Estimated, subject to change.

Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the Municipality and Ehlers in connection with the preparation and distribution of the Notice of Sale are hereby ratified and approved in all respects.

Section 3(A). Terms of the Bonds. The Bonds shall be designated "Water System Revenue Refunding Bonds, Series 2013B"; shall be dated February 13, 2013; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered 1 and upward; shall bear interest at the rates and shall mature on November 1 of each year, in the years and principal amounts as set forth on the schedule prepared by Ehlers and attached hereto as Exhibit E-1. Interest on the Bonds shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2013. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit E-2 and incorporated herein by this reference (the "Schedule").

It is hereby determined and declared that the schedule of maturities of the Bonds as set forth on the attached Exhibit E-2 is such that the requirement each year to pay both the principal of and interest on the Bonds is reasonable in accordance with prudent municipal utility management practices.

Section 3(B). Redemption Provisions. The Bonds shall not be subject to optional redemption. [The Proposal specifies that certain of the Bonds are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.]

Section 3(C). Parity with Prior Issues. The Bonds shall be additional bonds within the meaning of Section 9 of the 2003 Resolution, are issued on a parity with the Prior Issues, and are secured by a lien and claim to the revenues and properties of the System and the monies on deposit in the Special Redemption Fund as set forth in the 2003 Resolution, as amended by the Prior Resolutions and this Resolution.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit F and incorporated herein by this reference.

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 Special Redemption Fund created and established pursuant to the 2003 Resolution, continued in the Prior Resolutions and as further continued in this Resolution, and shall be a valid claim of any holder thereof only against said Special Redemption Fund and the revenues of the System pledged to such fund. Sufficient revenues are hereby pledged to said Special Redemption Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Issues, the Bonds and any Parity Bonds as the same becomes due. It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Special Redemption Fund shall be sufficient in any event to pay the interest

on the Prior Issues, the Bonds and any Parity Bonds as the same accrues and the principal amount thereof as the same matures, and to provide any amounts required to be paid monthly into the Reserve Account to maintain the Reserve Requirement.

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 Prior Issues, the Bonds and any Parity Bonds, certain funds of the System which were created and established pursuant to Section 6 of the 2003 Resolution and continued by the Prior Resolutions are hereby further continued, and shall be used solely for the purposes set forth in the 2003 Resolution, as amended by the Prior Resolutions and this Resolution, as follows:

Subparagraph (c) of Section 6 of the 2003 Resolution is hereby amended and supplemented by this Resolution to read as follows:

"(c) Water System Special Redemption Fund (the "Special Redemption Fund"), which shall be divided into two separate accounts to be known as the "Interest and Principal Account" and the "Reserve Account".

(i) There shall be deposited in the Interest and Principal Account from Bond Proceeds and any Parity Bond proceeds all accrued interest. In addition, there shall be deposited in said account in the manner specified in Section 7 of the 2003 Resolution, an amount sufficient (after giving effect to available amounts in said account from accrued interest, investment earnings and any other source) to pay the principal of and interest on the Prior Issues, Bonds and any Parity Bonds as the same becomes due. The Interest and Principal Account shall be used solely for the purposes of paying principal of and interest on the Prior Issues, Bonds and any Parity Bonds in accordance with the provisions of this Resolution.

The minimum amounts to be so deposited in the Interest and Principal Account for debt service on the Bonds are set forth on Exhibit E-2 and incorporated herein by this reference.

(ii) There shall be deposited into the Reserve Account an amount of Bond Proceeds necessary to make the amount on deposit therein equal to the Reserve Requirement. The Reserve Account shall be used solely for the purpose of paying principal of or interest on the Prior Issues, Bonds or any Parity Bonds at any time when there shall be insufficient money in the Interest and Principal Account. Amounts so applied shall be derived first from cash or legal investments on credit to the Reserve Account, and second from draws or demands on Revenue Support Facilities held as a part thereof, such draws or demands to be made *pro rata* among all such Revenue Support Facilities based on the respective available amounts thereunder and upon the terms and conditions set forth in such Revenue Support Facilities. The Reserve Account shall be funded and replenished in the manner specified in Section 7 of the 2003 Resolution."

Section 6A. Deposits and Investments. The Interest and Principal Account and the Reserve Account of the Special Redemption Fund each shall be kept apart from moneys in the

other funds and accounts in the records of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Issues, Bonds and any Parity Bonds as the same becomes due and payable. The funds and accounts created by the 2003 Resolution may be temporarily invested until needed in legal investments.

Section 7. Application of Revenues. After the delivery of the Prior Issues, the entire gross earnings of the System have been and will continue to be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed in the 2003 Resolution, as amended and supplemented by the Prior Resolutions and this Resolution in the amounts, the order of priority and in the manner set forth in the 2003 Resolution, as amended and supplemented by the Prior Resolutions and this Resolution.

Section 8. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water services for public purposes, shall be charged against the Municipality and shall be paid by it in quarterly 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, and out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. It is hereby found and determined that the reasonable cost and value of such service to the Municipality in each year shall be in an amount which, together with the other revenues of the System, will produce earnings equivalent to not less than one and one-quarter (1.25) times annual principal and interest requirements on the Prior Issues, the Bonds and any Parity Bonds then outstanding after deduction of all operation and maintenance expenses of the System but before deduction of depreciation charges and local tax equivalents. 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 necessary, (b) yearly appropriations therefor and (c) applicable levy limitations, if any; but 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 services rendered to the Municipality and its inhabitants or make any subsequent payment over and above such reasonable cost and value. Such compensation for such service rendered to the Municipality shall, in the manner hereinabove provided, be paid into the Revenue Fund provided by Section 6 above.

Section 9. Sale of Bonds. The bid of the Purchaser for the purchase price set forth in the Proposal be and it hereby is accepted and the City Manager and City Clerk are authorized and directed to execute an acceptance of the offer of said successful bidder on behalf of the Municipality. The good faith deposit of the Purchaser shall be retained by the Municipality until the closing of the bond issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The officers of the Municipality are authorized and directed to do any and all acts necessary to conclude delivery of the Bonds to the Purchaser, upon receipt of the purchase price, as soon after adoption of this Resolution as is convenient.

Section 10. Application of Bond Proceeds; Excess Reserve Account Funds. Any accrued interest received from the sale of the Bonds shall be deposited into the Special Redemption Fund. An amount of proceeds of the Bonds (if any) necessary to make the amount on deposit in the Reserve Account equal to the Reserve Requirement shall be deposited in the Reserve Account. An amount of proceeds of the Bonds sufficient to provide for the payment of

the Refunded Obligations shall be deposited in the refunding escrow account established by the Escrow Agreement (defined below). Any balance remaining in said refunding escrow account after paying said costs shall be transferred to the Special Redemption Fund for use in payment of principal of and interest on the Bonds. Any amount on deposit in the Reserve Account upon issuance of the Bonds in excess of the Reserve Requirement shall be transferred to the refunding escrow account to be used for the purposes thereof.

Section 11. Arbitrage Covenant. The Municipality shall not take any action with respect to the Bond Proceeds which, if said action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of delivery of said payment for the Bonds (the "Closing") would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

The Bond Proceeds may be temporarily invested in legal investments until needed, provided however, that the Municipality hereby covenants and agrees that so long as the Bonds remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Bonds, whether such moneys were derived from Bond Proceeds or from any other source, will not be used or invested in a manner which would cause the Bonds to be "arbitrage bonds" within the meaning of the Code or Regulations. The Municipality covenants that it will not invest in any obligation if such investment would violate the "prohibited payment" requirement of Section 148 of the Code.

The Clerk, or other officer of the Municipality charged with responsibility for issuing the Bonds, shall provide an appropriate certificate of the Municipality, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Municipality regarding the amount and use of the Bond Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 12. Additional Tax Covenants. The Municipality hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Bonds) to assure that the Bonds are obligations described in Section 103(a) of the Code, the interest on which is excludable from gross income for federal income tax purposes, throughout their term, including, if applicable compliance with the rebate requirements of Section 148(f) of the Code. The Municipality further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the Municipality charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the Municipality as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the Municipality to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Bonds will continue to be obligations

described in Section 103(a) of the Code, the interest on which is excludable from gross income for federal income tax purposes throughout their term.

The Municipality covenants that it is a governmental unit with general taxing powers and that the Bonds are not "private activity bonds" as defined in Section 141 of the Code.

Section 13. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Municipality by the manual or facsimile signatures of the City Manager and City Clerk, authenticated, if required, by the Fiscal Agent, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Municipality of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Municipality has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Municipality hereby authorizes the officers and agents of the Municipality to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, mandatory redemption agent, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 14. Sale of Bonds. The bid of the Purchaser for the purchase price set forth in the Proposal be and it hereby is accepted and the City Manager and City Clerk are authorized and directed to execute an acceptance of the offer of said successful bidder on behalf of the Municipality. The good faith deposit of the Purchaser shall be retained by the City Treasurer until the closing of the bond issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The officers of the Municipality are authorized and directed to do any and all acts necessary to conclude delivery of the Bonds to the Purchaser, upon receipt of the purchase price, as soon after adoption of this Resolution as is convenient.

Section 15. Persons Treated as Owners; Transfer of Bonds. The Municipality shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the City Manager and City Clerk shall execute and deliver in the name of the transferee

or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The Municipality shall cooperate in any such transfer, and the City Manager and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 16. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Municipality agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the Municipality and on file in the City Clerk's office.

Section 17. Payment of Issuance Expenses. The Municipality authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 18. Official Statement. The Governing Body hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Municipality in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Municipality official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 19. Undertaking to Provide Continuing Disclosure. The Municipality hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Municipality to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

The City Clerk, or other officer of the Municipality charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Municipality's Undertaking.

Section 20. Escrow Agent; Escrow Agreement; Escrow Account. U.S. Bank National Association, St. Paul, Minnesota, is hereby appointed escrow agent for the Municipality, for the

purpose of ensuring the payment of the principal of and interest on the Refunded Obligations (the "Escrow Agent").

The City Manager and City Clerk are hereby authorized and directed to execute an escrow agreement substantially in the form attached hereto as Exhibit G (the "Escrow Agreement") (such form may be modified by said officers prior to execution, the execution of such agreement by said officers to constitute full approval of the City Council of any such modifications), with the Escrow Agent, for the purpose of effecting the provisions of this Resolution.

The Bond Proceeds allocable to refunding the Refunded Obligations shall be deposited in a refunding escrow account which is hereby created with the Escrow Agent, pursuant to the Escrow Agreement, for the purpose of retaining the required amount of cash, if any, and acquiring the United States obligations provided for in the Escrow Agreement.

Section 21. Escrow Securities. The Escrow Agent and Ehlers are authorized to submit subscriptions for United States Treasury Securities - State and Local Government Series and to purchase U.S. government securities on behalf of the Municipality in such amount as is necessary in order to carry out the Refunding.

Section 22 . Redemption of Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on November 1, 2013 at a price of par plus accrued interest to the date of redemption.

The Municipality hereby directs the Escrow Agent appointed below to cause timely notice of redemption, in substantially the form attached to the Escrow Agreement (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice.

Section 23. Bond Insurance. The City Manager and City Clerk are authorized to agree to such additional provisions as any municipal bond insurer which makes a commitment accepted by the Municipality to insure the Bonds may reasonably request and which are acceptable to the City Manager and City Clerk, including provisions regarding restrictions on investment of Bond Proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the Form of Bond provided herein.

Section 24. Amendment to 2003 Resolution Upon Discharge of the 2003 Bonds, 2007 Bonds and 2009 Bonds. Pursuant to the 2010 Resolution, at the time that all of the 2003 Bonds, 2007 Bonds and 2009 Bonds have been discharged in accordance with Section 13 of the 2003 Resolution, subparagraph (b)(i) of Section 9 of the 2003 Resolution will be stricken in its entirety and amended to read as follows:

"(i) (a) The Net Revenues for the last completed Fiscal Year preceding the issuance of such additional bonds must have been at least equal to one and one-quarter (1.25) times the average combined annual interest and principal requirements on all Bonds and any Parity Bonds then outstanding payable from the revenues of the System

(other than Bonds and any Parity Bonds being refunded), and the bonds so proposed to be issued, for any succeeding Fiscal Year in which there shall be a principal maturity on such outstanding bonds; provided, however, that if prior to the authorization of such additional bonds the Municipality shall have adopted and put into effect a revised schedule of rates, then the Net Revenues of the System for the last completed Fiscal Year which would, in the written opinion of an independent consulting engineer or independent certified public accountant employed for that purpose, have resulted from such rates had they been in effect for such period may be used in lieu of the actual Net Revenues for the last completed Fiscal Year; or

(b) An independent certified public accountant or consulting professional engineer provides a certificate setting forth for each of the three Fiscal Years commencing with the Fiscal Year following that in which the projects financed by such additional bonds are to be completed, the projected Net Revenues and the maximum annual interest and principal requirements on all bonds outstanding payable from the Gross Revenues of the System and on the bonds then to be issued (the "Maximum Annual Debt Service Requirement"); and demonstrating that for each such Fiscal Year the projected Net Revenues will be in an amount not less than 125% of such Maximum Annual Debt Service Requirement."

Section 25. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the holder or holders of the Bonds and any Parity Bonds, and after issuance of any Bond or any Parity Bond no change or alteration of any kind in the provisions of this Resolution may be made except as provided in Section 14 of the 2003 Resolution, until all of the Bonds and any Parity Bonds have been paid in full as to both principal and interest. The holder or holders of any Bond or any Parity 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 his or their 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 other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in the 2003 Resolution, as supplemented by the Prior Resolutions and this Resolution.

Section 26. Conflicting Resolutions, Ordinances, Severability, Closing and Effective Date. All prior ordinances, resolutions (other than the 2003 Resolution and the Prior Resolutions, except as expressly amended herein), rules or other actions of the Governing Body or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The appropriate officers and agents of the Municipality are hereby directed and authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the closing of this transaction. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted and recorded this 22nd day of January, 2013.

Charles M. Haynes
City Council President

Attest:

Rebecca Houseman LeMire
City Clerk

(SEAL)

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$895,000* TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013C**

WHEREAS, on December 17, 2012, the City Council of the City of Beloit, Rock County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution") providing for the sale of approximately \$895,000 Taxable General Obligation Refunding Bonds, Series 2013C to refund certain maturities of the Taxable General Obligation Community Development Bonds, Series 2005C, dated May 1, 2005 (the "2005 Bonds");

WHEREAS, the City Council of the City hereby finds and determines that it is necessary, desirable and in the best interest of the City to refund the 2015-2021 maturities of the 2005 Bonds (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding"), and there are insufficient funds on hand to pay said cost;

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

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc., Brookfield, Wisconsin ("Ehlers") to take the steps necessary to sell bonds designated "Taxable General Obligation Refunding Bonds, Series 2013C" (the "Bonds");

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on January 22, 2013;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on January 22, 2013;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

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

* Estimated, subject to change.

Section 1A. Ratification of the Notice of Sale and Offering Materials. The City Council of the City hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed, pursuant to Section 67.04, Wisconsin Statutes, through the issuance of the Bonds, the sum of EIGHT HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$895,000*).

Section 1C. Award of the Bonds. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal [(as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein)], plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal [(as modified on the Bid Tabulation)] is hereby accepted. The City Manager and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer until the closing of the bond issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Refunding Bonds, Series 2013C"; shall be issued in the aggregate principal amount of \$895,000* ; shall be dated February 13, 2013; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum; and mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest is payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2013. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds shall not be subject to optional redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.]

* Estimated, subject to change.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2013 through 2020 for the payments due in the years 2013 through 2021 in the amounts set forth on the Schedule. The amount of tax levied in the year 2013 shall be the total amount of debt service due on the Bonds in the years 2013 and 2014; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Bonds in the year 2013.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from amounts levied to pay debt service on the Refunded Obligations or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the principal and interest on the Bonds coming due on May 1, 2013 and the interest on the Bonds coming due on November 1, 2013 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Refunding Bonds, Series 2013C, dated February 13, 2013" (the "Debt Service Fund Account") and such account

shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the City Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Bonds. In order to accomplish the purpose for which the Bonds are issued, proceeds of the Bonds shall be transferred to the Escrow Account, as provided in Section 16 hereof. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the City Manager and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the

date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, mandatory redemption agent, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 9. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by [the City Clerk or City Treasurer] [_____, _____, _____] (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the City Manager and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the City Manager and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 11. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the

Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 13. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 14. Official Statement. The City Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 15. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 16. Escrow Agent; Escrow Agreement; Escrow Account. U.S. Bank National Association, St. Paul, Minnesota, is hereby appointed escrow agent for the City, for the purpose of ensuring the payment of the principal of and interest on the Refunded Obligations (the "Escrow Agent").

The City Manager and City Clerk are hereby authorized and directed to execute an escrow agreement substantially in the form attached hereto as Exhibit F (the "Escrow Agreement") (such form may be modified by said officers prior to execution, the execution of such agreement by said officers to constitute full approval of the City Council of any such modifications), with the Escrow Agent, for the purpose of effectuating the provisions of this Resolution.

The Bond Proceeds allocable to refunding the Refunded Obligations, other than any premium not used for the Refunding and accrued interest which shall be deposited in the Debt

Service Fund Account created above, shall be deposited in a refunding escrow account which is hereby created with the Escrow Agent, pursuant to the Escrow Agreement, for the purpose of retaining the required amount of cash, if any, and acquiring the United States obligations provided for in the Escrow Agreement.

Upon transfer of the Bond Proceeds and any other necessary funds allocable to refunding the Refunded Obligations to the Escrow Account, the taxes heretofore levied to pay debt service on the Refunded Obligations shall be abated to the extent such transfer together with investment earnings thereon is sufficient to pay the principal of and interest on the Refunded Obligations, but such abatement shall not affect the City's pledge of its full faith, credit and resources to make such payments. The refunding escrow account created by the Escrow Agreement shall hereinafter serve as the debt service (or sinking) fund account for the Refunded Obligations. The Escrow Agent shall serve as custodian of said debt service (or sinking) funds.

Section 17. Escrow Securities. The Escrow Agent and Ehlers are authorized to submit subscriptions for United States Treasury Securities - State and Local Government Series and to purchase U.S. government securities on behalf of the City in such amount as is necessary in order to carry out the Refunding.

Section 18. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on May 1, 2014 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the Escrow Agent appointed above to cause timely notice of redemption, in substantially the form attached to the Escrow Agreement (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The City Manager and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the City Manager and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded January 22, 2013.

Charles M. Haynes
City Council President

ATTEST:

Rebecca Houseman LeMire
City Clerk

(SEAL)