



**AGENDA  
BELOIT CITY COUNCIL  
100 State Street, Beloit WI 53511  
City Hall Forum – 7:00 p.m.  
Monday, August 19, 2013**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
  - a. **Certificates of Appreciation** for the Graduates of the “Landlord and the Law Workshops Series” (Spreitzer)
4. PUBLIC HEARINGS
  - a. Resolution authorizing a **Conditional Use Permit** to allow a Residential Care Apartment Complex in a C-1, Office District, for the property located at 2157 Schuster Drive (Christensen) Plan Commission recommendation for approval 4-0
  - b. Resolution authorizing a **Conditional Use Permit** to allow the indoor alcohol sale, possession, and consumption of Alcohol in a C-2, Neighborhood Commercial District, for the property located at 946 Wisconsin Avenue (Christensen) Plan Commission recommendation for approval 4-0
  - c. Resolution authorizing a **Conditional Use Permit** to allow a drive-in use, an outdoor seating area, and sales, possession, and consumption of Alcohol in a C-2, Neighborhood Commercial District, for the property located at 2777 Milwaukee Road (Christensen) Plan Commission recommendation for approval 4-0
5. CITIZENS PARTICIPATION
6. CONSENT AGENDA

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

  - a. Approval of the **Minutes** of the Regular Meeting of August 5, 2013 (LeMire)
  - b. Resolution approving a **Class “B” Beer and “Class C” Wine License** for Jesus Garcia, d/b/a Restaurant La Fuente, 946 Wisconsin Avenue (LeMire) ABLCC recommendation for approval 5-0
  - c. Resolution approving **Change of Agent** for Wal-Mart Stores East, LP, d/b/a Wal-Mart Supercenter #2532, located at 2785 Milwaukee Road, from Scott Greschner to Michael A. Lane, Jr. (LeMire) ABLCC recommendation for approval 5-0

- d. Application for a **Planned Unit Development (PUD)** – Master Land Use Plan for the property located at 1877 Madison Road (Woodman’s Food Markets, Inc.) (Christensen)  
Refer to Plan Commission

## 7. ORDINANCES

- a. Proposed Ordinance to Repeal Part I of Section III and to Create Part J of Section III of the Index of Special Locations, Section 13.02 of the Code of General Ordinances of the City of Beloit, Relating to **Parking of Vehicles on the Near Side of Highways Adjacent to Schoolhouses** (Boysen)  
Traffic Review Committee recommendation for approval 6-0  
First Reading, suspend rules for Second Reading
- b. Proposed Ordinance to **Remove Loading Zone Designations** along Poff Street and Townline Avenue near Converse School (Boysen)  
Traffic Review Committee recommendation for approval 6-0  
First Reading, suspend rules for Second Reading
- c. Proposed Ordinance to **Remove 2-hour Parking Restrictions** in the Heritage View Parking Lot (Boysen) Traffic Review Committee recommendation for approval 6-0  
First Reading, suspend rules for Second Reading
- d. Proposed Ordinance **Changing the One-Way Travel Direction on Locust Street** between Eighth Street and Bluff Street from Westbound to Eastbound (Boysen)  
Traffic Review Committee recommendation for approval 5-0  
First Reading, suspend rules for Second Reading

## 8. APPOINTMENTS

## 9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

## 10. CITY MANAGER'S PRESENTATION – none

## 11. REPORTS FROM BOARD AND CITY OFFICERS

- a. Resolution approving a **Water Tower and Ground Space Lease** with First National Bank and Trust Company for Space on the Water Tower Site at 2875 Cranston Road (Boysen)
- b. Resolution approving an **Intergovernmental Agreement** between the City of Beloit and the School District of Beloit for Solid Waste Services (Walsh)

## 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: August 14, 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.

**RESOLUTION**  
**AUTHORIZING A CONDITIONAL USE PERMIT TO ALLOW A**  
**RESIDENTIAL CARE APARTMENT COMPLEX IN A C-1, OFFICE DISTRICT,**  
**FOR THE PROPERTY LOCATED AT 2157 SCHUSTER DRIVE**

**WHEREAS**, the application of Aaron Otto of Apara Care Inc. for a Conditional Use Permit to allow a Residential Care Apartment Complex in a C-1, Office District, for the property located at 2157 Schuster Drive, having been considered by the City Council of the City of Beloit, Wisconsin at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication on file in the office of the City Clerk.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the City Council of the City of Beloit, Rock County, Wisconsin does hereby grant a Conditional Use Permit to allow a Residential Care Apartment Complex in a C-1, Office District, for the property located at 2157 Schuster Drive in the City of Beloit, for the following described premises:

Lots 13, 14, 15, 16, & 17 of Schuster's Preparedness (Unrecorded), City of Beloit, County of Rock, State of Wisconsin. Said parcel contains 4.56 acres, more or less.

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

1. This Conditional Use Permit authorizes a two-story Residential Care Apartment Complex with up to forty-eight (48) units and 26,126 square feet of floor area, as part of the Cherry Tree Assisted Living Community.
2. The driveway on Schuster Drive shall be secured by a locked gate approved by the Fire Chief and shall only be used for emergency ingress and egress.
3. Prior to issuance of Building Permits for this project, the applicant shall record a 2-Lot Certified Survey Map with the Register of Deeds to create one lot for the house and one lot for the assisted living facility.
4. Prior to issuance of Building Permits for this project, the applicant shall submit detailed site & architectural plans for Planning staff review and approval.
5. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Director of Planning & Building Services may approve minor changes administratively.

Adopted this 19<sup>th</sup> day of August 2013.

**BELOIT CITY COUNCIL**

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Charles M. Haynes, Council President

ATTEST:

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Rebecca Houseman LeMire, City Clerk

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Conditional Use Permit Application for the property located at 2157 Schuster Drive

**Date:** August 19, 2013

**Presenter(s):** Julie Christensen

**Department:** Community Development

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

Aaron Otto of Apara Care Inc. has filed an application for a Conditional Use Permit to allow a Residential Care Apartment Complex in a C-1, Office District, for the property located at 2157 Schuster Drive. The applicant has proposed Cherry Tree Assisted Living Community. The proposed building includes a 24-unit Community Based Residential Facility (CBRF) wing, an administration/commons area, and a 48-unit Residential Care Apartment Complex (RCAC) wing. The CBRF is permitted by right in the C-1 district, while the RCAC is a conditional use in the C-1 district. The City Council approved this project on June 18, 2012, but the permit expired after a year of inactivity.

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

- The subject property is approximately 4.56 acres in area and includes a single-family dwelling. According to the applicant, once the owner of the existing house moves into the RCAC, the house will be demolished.
  - The assisted living facility may not be constructed on the same zoning lot as the house. Therefore, Planning staff has recommended a condition of approval that will require the applicant to record a 2-Lot Certified Survey Map (CSM) to create one lot for the house and one lot for the assisted living facility. The applicant has submitted a 2-Lot CSM to be considered by the Plan Commission on August 21, 2013. If the house is eventually demolished and the applicant wishes to reconnect the lots, that can be done through the City Assessor's office.
  - If the requested Conditional Use Permit is approved, the applicant will need to submit detailed site & architectural plans for staff review and approval.
  - The Plan Commission reviewed this item on August 7, 2013 and voted unanimously (4-0) to recommend approval of the Conditional Use Permit, subject to five conditions recommended by Planning staff.
- 

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

- Consideration of this request supports Strategic Goal #5.
- 

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

- **Reduce dependence upon fossil fuels** – This project involves the development of an underutilized site in a location that is very near pharmacies, recreational opportunities, emergency services, and bus lines. In addition, this project will utilize existing infrastructure.
  - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
  - **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
  - **Meet the hierarchy of present and future human needs fairly and efficiently** – This project involves the development of an assisted living facility that will meet the needs of the community's aging population.
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### **Action required/Recommendation:**

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

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

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# CITY OF BELOIT

## REPORT TO THE BELOIT CITY PLAN COMMISSION

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**Meeting Date:** August 7, 2013

**Agenda Item:** 5

**File Number:** CU-2013-11

**Applicant:** Aaron Otto, Aparra Care Inc.

**Owner:** Shirley Bonafede

**Location:** 2157 Schuster Drive

**Existing Zoning:** C-1, Office District

**Existing Land Use:** Single-Family Dwelling & Vacant Land

**Parcel Size:** 4.56 Acres

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### Request Overview/Background Information:

Aaron Otto of Aparra Care Inc. has filed an application for a Conditional Use Permit to allow a Residential Care Apartment Complex in a C-1, Office District, for the property located at 2157 Schuster Drive.

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### Key Issues:

- The applicant has proposed Cherry Tree Assisted Living Community. The proposed building includes a 24-unit Community Based Residential Facility (CBRF) wing, an administration/commons area, and a 48-unit Residential Care Apartment Complex (RCAC) wing.
- The CBRF is permitted by right in the C-1 district, while the RCAC is a conditional use in the C-1 district.
- The City Council approved this project on June 18, 2012, but the permit expired after a year of inactivity.
- The attached **Location and Zoning Map** shows the location of the parcel involved in this application. The adjacent zoning and land uses are as follows:
  - North: PLI, Public Lands & Institutions District & C-1; Telfer Community Park & Vacant Land
  - South: R1 – Urban Residential District; Single-Family Dwellings (Town of Turtle)
  - East: C-1, Office District; Vacant Land
  - West: C-2, Neighborhood Commercial District; Commercial
- The subject property is approximately 4.56 acres in area and includes a single-family dwelling. According to the applicant, once the owner of the existing house moves into the RCAC, the house will be demolished.
- The assisted living facility may not be constructed on the same zoning lot as the house. Therefore, Planning staff has recommended a condition of approval that will require the applicant to record a 2-Lot Certified Survey Map to create one lot for the house and one lot for the assisted living facility. If the house is eventually demolished and the applicant wishes to reconnect the lots, that can be done through the City Assessor's office.
- The primary driveway is on Cranston Road and a secondary, emergency driveway leads to/from Schuster Drive.
- The proposed administration/commons area will be one story in height and 8,778 square feet in area. The proposed CBRF will be one story in height and 11,290 square feet in area. The proposed RCAC will be two stories in height and 13,063 square feet in area per floor.
- According to Section 8-103 of the Zoning Ordinance, group living uses must have off-street parking in an amount equal to ½ parking stall per resident room. Therefore, the proposed 72-unit facility must have 36 off-street parking stalls. The applicant has proposed 73 parking stalls, including 3 accessible parking stalls.
- A preliminary Site Plan and other supporting documents are attached to this report.
- If the requested Conditional Use Permit is approved, the applicant will need to submit detailed site & architectural plans for staff review and approval.
- The City's Review Agents have reviewed this application and have not submitted any comments or concerns. The Fire Chief noted that issues relating to access and hydrant location will be finalized during Site Plan Review.
- The attached Public Notice was sent to eleven nearby property owners and the Town of Turtle Clerk. As of this writing, staff has not received any comments or concerns.
- **Findings of Fact**
  - Based on Section 2-504 of the Zoning Ordinance, the Plan Commission shall make a recommendation based on the following considerations:
    - a. *Whether the establishment, maintenance, or operation of the conditional use will be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;*
      - Subject to certain conditions of approval, the proposed conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
    - b. *Whether the conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted;*
      - The proposed assisted living facility is compatible with the institutional and commercial uses along this stretch of Cranston Road and the residential uses to the south. The proposed facility includes large building setbacks and extensive open space that will create a campus-like setting.

Therefore, the proposed conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted.

- c. *Whether the conditional use will substantially diminish or impair property values within the neighborhood of the subject property;*
  - On the contrary, the proposed improvement of this underutilized parcel is likely to enhance property values within the neighborhood.
- d. *Whether the establishment of the conditional use will impede the normal and orderly development and improvement of the surrounding property;*
  - The establishment of the conditional use will not impede the development and improvement of surrounding property.
- e. *Whether the exterior architectural design or site layout of the proposed conditional use is so dissimilar or otherwise incompatible with existing or proposed development in the immediate neighborhood that it will cause a depreciation in property values;*
  - The proposed layout includes the one-story CBRF near the low-density neighborhood to the south and the administration area and two-story RCAC closer to the institutional and commercial uses along Cranston Road. The proposed parking areas will have limited visibility from all sides. Therefore, the proposed layout is compatible with existing development in the neighborhood.
  - Detailed building elevations & materials will be reviewed by staff during Architectural Review.
- f. *Whether adequate utilities, access roads, drainage or other necessary facilities will be available to serve the proposed use at the time of its occupancy or use;*
  - Adequate facilities and infrastructure are available to serve the conditional use.
- g. *Whether adequate measures will be taken to minimize traffic congestion; and*
  - The proposed facility includes adequate off-street parking and is not expected to cause traffic congestion.
- h. *Whether the conditional use will comply with all applicable regulations of the Zoning Ordinance.*
  - The conditional use will comply with all other applicable regulations of the Zoning Ordinance.

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

The City's Comprehensive Plan recommends Planned Mixed Use for the subject property and the surrounding parcels. The proposed assisted living facility is consistent with this recommendation. Consideration of this request supports City of Beloit Strategic Goal #5.

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#### **Sustainability:**

- **Reduce dependence upon fossil fuels** – This project involves the development of an underutilized site in a location that is very near pharmacies, recreational opportunities, emergency services, and bus lines. In addition, this project will utilize existing infrastructure.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
- **Meet the hierarchy of present and future human needs fairly and efficiently** – This project involves the development of an assisted living facility that will meet the needs of the community's aging population.

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#### **Staff Recommendation:**

The Planning & Building Services Division recommends **approval** of a Conditional Use Permit to allow a Residential Care Apartment Complex in a C-1, Office District, for the property located at 2157 Schuster Drive, based on the above Findings of Fact and subject to the following conditions:

1. This Conditional Use Permit authorizes a two-story Residential Care Apartment Complex with up to forty-eight (48) units and 26,126 square feet of floor area, as part of the Cherry Tree Assisted Living Community.
2. The driveway on Schuster Drive shall be secured by a locked gate approved by the Fire Chief and shall only be used for emergency ingress and egress.
3. Prior to issuance of Building Permits for this project, the applicant shall record a 2-Lot Certified Survey Map with the Register of Deeds to create one lot for the house and one lot for the assisted living facility.
4. Prior to issuance of Building Permits for this project, the applicant shall submit detailed site & architectural plans for Planning staff review and approval.
5. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Director of Planning & Building Services may approve minor changes administratively.

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

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

# Location & Zoning Map

2157 Schuster Drive

CU-2012-06



1 inch = 121 feet  
 0 25 50 100 150 Feet

**Legend**

- COB Parcels
- Zoning District

Map prepared by: Drew Pennington  
 Date: May 2012  
 For: City of Beloit Planning & Building Services  
 Date of Aerial Photography: March 2011

**PLANNING & BUILDING SERVICES DIVISION**



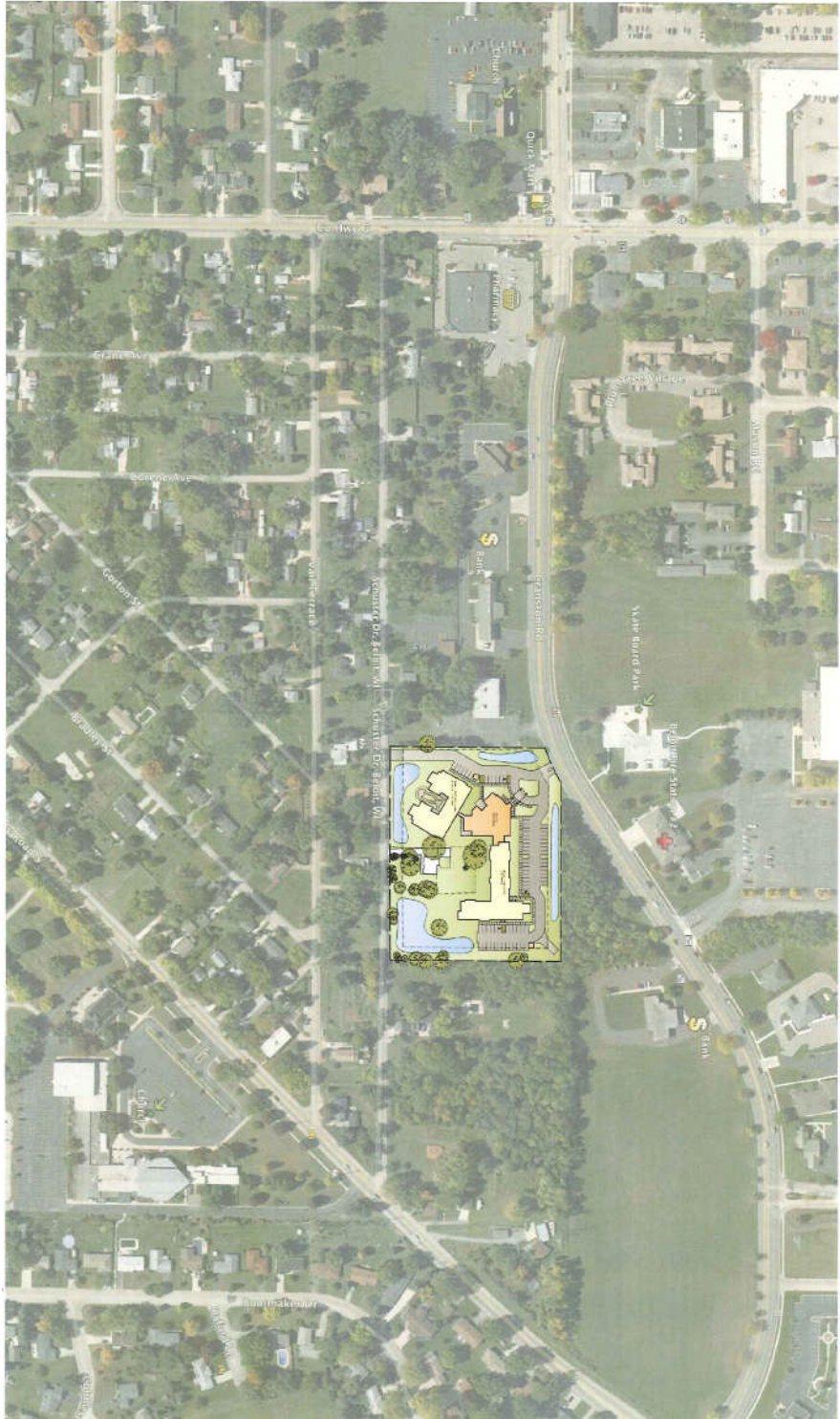
DESIGNING BUILDINGS  
BUILDING RELATIONSHIPS

CHERRY TREE ASSISTED LIVING AN ALPARA CARE COMMUNITY  
Blairstown, WI

PARKING	
VEH. CATEGORIES: GROUP LIVING	1/2 SPACE PER RESIDENT ROOM
1 SPACE PER DELIVERED	
REQUIREMENTS:	
20 DELIV. SPACES = 20 SPACES	
20 RESIDENT ROOMS = 20 SPACES	
TOTAL REQUIRED = 40 SPACES	
TOTAL PROVIDED = 53 SPACES	
MIN. # OF ACCESSIBLE SPACES	REQUIRED = 2 (1 VAN, 1 CAR)







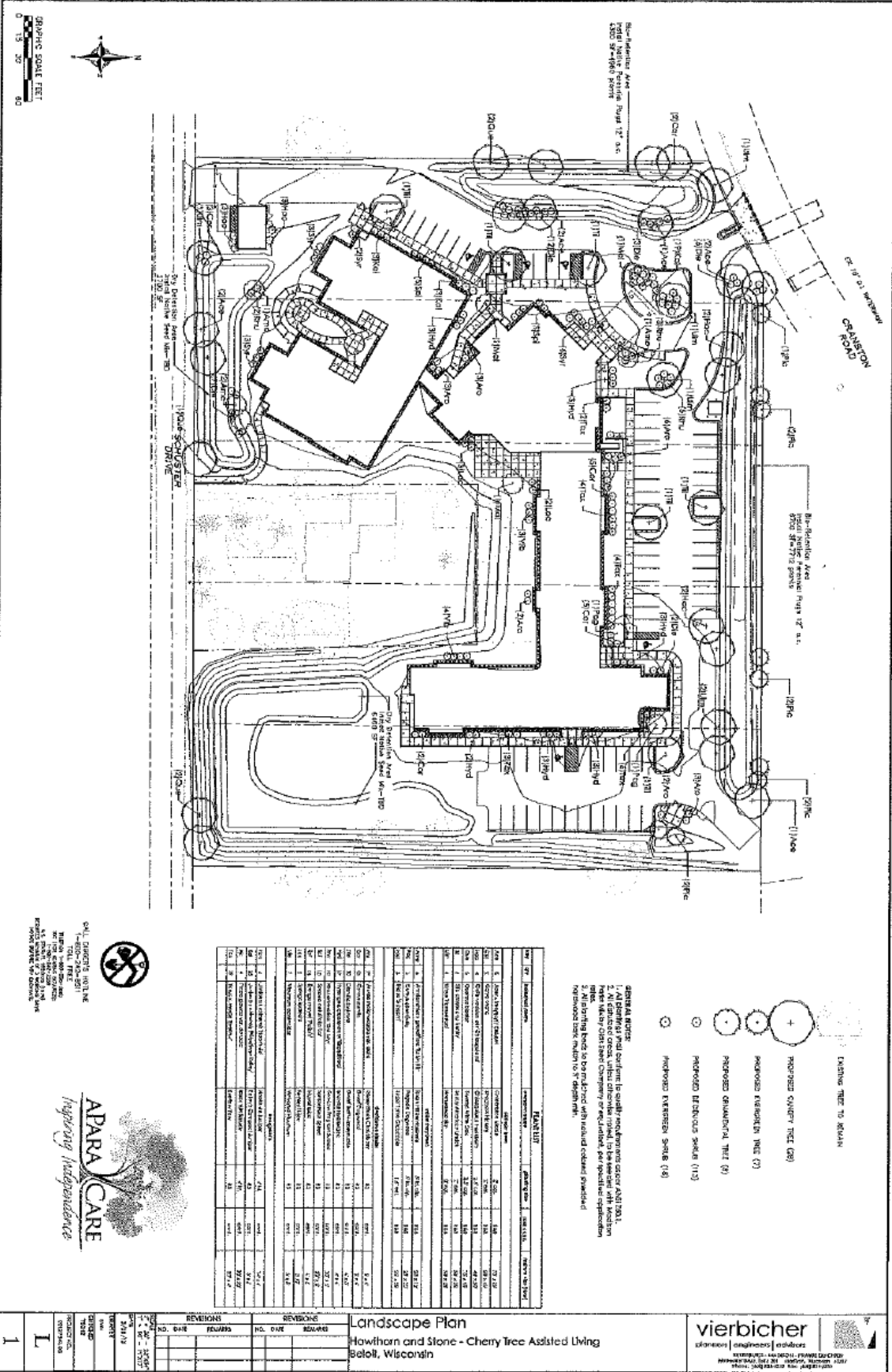
DESIGNING BUILDINGS  
BUILDING RELATIONSHIPS

CHERRY TREE ASSISTED LIVING AN APARA CARE COMMUNITY  
BALDWIN, WI



**DESIGNING BUILDINGS  
BUILDING RELATIONSHIPS**

**CHERRY TREE ASSISTED LIVING AN APARA CARE COMMUNITY  
BELLOTT, WI**



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NO.	DATE	REVISIONS	NO.	DATE	REVISIONS
1	01/17/13	PRELIMINARY LAYOUT	1	01/17/13	PRELIMINARY LAYOUT
2	02/15/13	REVISED LAYOUT	2	02/15/13	REVISED LAYOUT
3	03/15/13	FINAL LAYOUT	3	03/15/13	FINAL LAYOUT

NO.	DATE	REVISIONS	NO.	DATE	REVISIONS
1	01/17/13	PRELIMINARY LAYOUT	1	01/17/13	PRELIMINARY LAYOUT
2	02/15/13	REVISED LAYOUT	2	02/15/13	REVISED LAYOUT
3	03/15/13	FINAL LAYOUT	3	03/15/13	FINAL LAYOUT

- GENERAL NOTES:**
- 1. All plantings shall conform to applicable ordinances and/or ANSI Z60.1.
  - 2. All plantings shall be installed in accordance with the manufacturer's recommendations.
  - 3. All plantings shall be installed in accordance with the manufacturer's recommendations.
  - 4. All plantings shall be installed in accordance with the manufacturer's recommendations.

<b>Landscaping Plan</b> Hawthorn and Stone - Cherry Tree Assisted Living Beloit, Wisconsin	<b>vierbicher</b> ASSOCIATES 1101 S. MAIN ST. SUITE 100 BELoit, WI 53510	REVISIONS: NO. DATE REVISIONS NO. DATE REVISIONS
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# CITY of BELOIT

## Neighborhood Planning Division

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

### Conditional Use Permit Application

(Please Type or Print)

File Number: CU-2013-11

1. Address of subject property: 2157 SCHUSTER DR.

2. Legal description: "LOTS 13, 14, 15, 16 & 17 SCHUSTERS PREPAREDNESS UNRECORDED"

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

Property dimensions are: 500 feet by 400 feet = 200,000 square feet.

If more than two acres, give area in acres: 4.5569 acres.

3. Tax Parcel Number(s): 21960130

4. Owner of record: Shirley Bonafede Phone: 608 362-7459

2157 SCHUSTER DR Beloit WI 53511

(Address)

(City)

(State)

(Zip)

5. Applicant's Name: Aaron Otto -- Aparo Care Inc.

7601 Ganser Way Madison WI 53719

(Address)

(City)

(State)

(Zip)

888 308-6448 / 608 449-2128 / mraaronotto@aol.com

(Office Phone #)

(Cell Phone #)

(E-mail Address)

6. All existing use(s) on this property are: \_\_\_\_\_

Single Family Home

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

A Conditional Use Permit for: Use of State of Wisconsin assisted living licensure category - RCAC (Residential Care Apartment Complex)

\_\_\_\_\_ in a(n) C-1 Office District Zoning District.

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

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

Dual licensure assisted living campus -Licenses (CBRF -Community Based Residential Facility & RCAC Residential Care Apartment Complex) See Attached.

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

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


9. Project timetable: Start date: 10/1/2013 Completion date: 11/1/2014

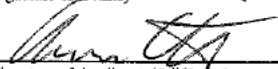
10. I/We represent that I/we have a vested interest in this property in the following manner:

- Owner
- Leasehold, length of lease: \_\_\_\_\_
- Contractual, nature of contract: Offer to Purchase/Owner Representative
- Other, explain: \_\_\_\_\_

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

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

 / Shirley Bonafede / 7-11-13  
(Signature of Owner) (Print name) (Date)

 / Aaron Otto / 7/10/2013  
(Signature of Applicant, if different) (Print name) (Date)

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

This application must be submitted with one copy of a scaled drawing showing the layout of the proposed development in accordance with all code requirements, and the \$275.00 application fee. Applicants will also be charged a fee for mailing public notices at the rate of \$0.50 per notice. An invoice for this fee will be sent to the applicant and these costs are typically between \$5.00 and \$15.00.

To be completed by Planning Staff	
Filing fee: <b>\$275.00</b>	Amount paid: <u>\$275.00</u> Meeting date: <u>Aug. 7, 2013</u>
No. of notices: _____	x mailing cost (\$0.50) = cost of mailing notices: \$ _____
Application accepted by: <u>Donna Livingston</u>	Date: <u>7/11/13</u>



The Apara Care campus mission is to provide nursing and ancillary services to its residents across a broad continuum of care. The scope and breadth of services for frail elderly and memory care clients that we are proposing requires a multi-tiered approach to licensing to ensure comprehensive care delivery and compliance with all regulatory requirements. The licensures include a CBRF license (Community Based Residential Facility), which is permitted under the lands current zoning and an RCAC license (Residential Care Apartment Complex), which requires a conditional use permit.

The RCAC - assisted living - component allows clients to enter the care delivery system at a point where their nursing and other care needs are managed by a team of health care professionals, which include nurses, CNAs, dietary care providers, activity director, housekeeping, and other staff. As a residents needs increase the scope of services expands to include special programming related to their specific diagnoses of dementia and other medical diagnoses. Concurrent with the expansion of nursing services, the level of licensure adjusts as the client moves into the CBRF (memory care) portion of the care campus. The third/transitional level of care delivery ensures that clients who reside in the RCAC (assisted living) portion of the campus can still receive specialized memory care services as their needs increase. This transitional approach to nursing care for frail elderly and memory care clients provides a compassionate, client-centered approach and is in line with best practice recommendations at the state and national levels for both licensing and quality of care.



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

CITY HALL • 100 STATE STREET • BELOIT, WI 53511

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

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

Equal Opportunity Employer

## NOTICE TO THE PUBLIC

July 24, 2013

To Whom It May Concern:

Aaron Otto of Apara Care Inc. has filed an application for a Conditional Use Permit to allow a Residential Care Apartment Complex in a C-1, Office District, for the property located at:

**2157 Schuster Drive.**

The applicant has proposed an assisted living community consisting of a 24-unit Community Based Residential Facility (CBRF) wing, an administration/commons area, and a 48-unit Residential Care Apartment Complex (RCAC) wing. The CBRF is permitted by right in the C-1 district, while the RCAC requires a Conditional Use Permit.

Note: The City Council approved a Conditional Use Permit for this project on June 18, 2012, but the permit expired after a year of inactivity.

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

**City Plan Commission:** Wednesday, August 7, 2013, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

**City Council:** Monday, August 19, 2013, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

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

**We are interested in your opinion.**

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

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

CU-2013-11, Cherry Tree Assisted Living Facility, 2157 Schuster Drive

MCBAIN ENTERPRISES INC  
2951 KENNEDY DR  
BELOIT, WI 53511

SHIRLEY BONAFEDE  
2157 SCHUSTER DR  
BELOIT, WI 535113145

RONALD & NANCY WOLF  
2217 SCHUSTER DR  
BELOIT, WI 53511

BLACKHAWK BANK  
400 BROAD ST  
BELOIT, WI 535116223

ROLAND THAYER  
2223 E. VAIL TERRACE  
BELOIT, WI 53511

MICHAEL LANDERS  
4954 STATE ROAD 50  
DELAVAN, WI 53115

KADERLY  
2167 E. VAIL TERRACE  
BELOIT, WI 53511

GERALD & PAULINE  
WIKKERINK  
2157 E. VAIL TERRACE  
BELOIT, WI 53511

EDWARD & JANET GILL  
2130 SCHUSTER DRIVE  
BELOIT, WI 53511

NORMAN & JUDY  
MONTGOMERY TRUST  
2133 E. VAIL TERRACE  
BELOIT, WI 53511

LARRY LONG  
2113 E. VAIL TERRACE  
BELOIT, WI 53511

KARON HUFF  
2115 SCHUSTER DRIVE  
BELOIT, WI 53511

DEB BENNETT  
TOWN OF TURTLE CLERK  
6916 S. COUNTY ROAD J  
BELOIT, WI 53511



**RESOLUTION**  
**AUTHORIZING A CONDITIONAL USE PERMIT TO ALLOW THE INDOOR SALE, POSSESSION, AND CONSUMPTION OF ALCOHOL IN A C-2, NEIGHBORHOOD COMMERCIAL DISTRICT, FOR THE PROPERTY LOCATED AT 946 WISCONSIN AVENUE**

**WHEREAS**, the application of Jesus Garcia for a Conditional Use Permit to allow the indoor sale, possession, and consumption of alcohol in a C-2, Neighborhood Commercial District, for the property located at 946 Wisconsin Avenue, having been considered by the City Council of the City of Beloit, Wisconsin at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication on file in the office of the City Clerk.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the City Council of the City of Beloit, Rock County, Wisconsin does hereby grant a Conditional Use Permit to allow the indoor sale, possession, and consumption of alcohol in a C-2, Neighborhood Commercial District, for the property located at 946 Wisconsin Avenue in the City of Beloit, for the following described premises:

The North ½ of Lot 7, Block 15, of the Original Plat of the City of Beloit, Rock County, Wisconsin (a/k/a 946 Wisconsin Avenue, parcel number 1368-0310).

As a condition of granting the Conditional Use Permit, the City Council does hereby stipulate the following conditions and restrictions upon the Conditional Uses, **which must be met before the Conditional Uses may be established**, and are hereby deemed necessary for the public interest:

1. This Conditional Use Permit authorizes the indoor sale, possession, and consumption of alcohol in conjunction with a restaurant use on the property located at 946 Wisconsin Avenue in the City of Beloit, Wisconsin; and
2. The only alcoholic products allowed to be sold, possessed or consumed on the property are beer and wine; and
3. The applicant shall obtain a liquor license before serving alcoholic beverages inside the restaurant.
4. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Director of Planning and Building Services may approve minor changes administratively and allow accessory structures and uses that comply with and meet all of the standards and requirements of the City of Beloit Municipal Code.

Adopted this 19th day of August 2013.

**BELOIT CITY COUNCIL**

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

ATTEST:

\_\_\_\_\_  
Rebecca Houseman LeMire, City Clerk

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Conditional Use Permit Application for property located at 946 Wisconsin Avenue

**Date:** August 19, 2013

**Presenter:** Julie Christensen

**Department:** Community Development

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**Overview/Background Information:**

Jesus Garcia, on behalf of La Fuente Restaurante, has filed an application for a Conditional Use Permit to allow indoor sales, possession, & consumption of alcohol in a C-2, Neighborhood Commercial District, for the property located at 946 Wisconsin Avenue.

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

- The Plan Commission reviewed this item at the meeting on August 7, 2013 and voted to recommend approval of this request with the conditions recommended by staff (4-0).

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

- Consideration of this request supports Strategic Goal #5.

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

- **Reduce dependence upon fossil fuels**  
N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**  
N/A
- **Reduce dependence on activities that harm life sustaining eco-systems**  
The proposed conditional uses are not expected to generate hazardous waste or harmful emissions.
- **Meet the hierarchy of present and future human needs fairly and efficiently**  
N/A

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**Action required/Recommendation:**

- City Council consideration and action on the proposed Resolution

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**Fiscal Note/Budget Impact:**

N/A

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**Attachments:**

Resolution and Report to the Beloit Plan Commission

# CITY OF BELOIT

## REPORT TO THE BELOIT CITY PLAN COMMISSION

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**Meeting Date:**  
August 7, 2013

**Agenda Item:**  
3

**File Number:**  
CU-2013-10

**Applicant:**  
Jesus Garcia  
946-1/2 Wisconsin Avenue  
Beloit, Wisconsin

**Owner:**  
Roger Blohm  
1817 Merrill Street  
Beloit, Wisconsin

**Location:**  
946 Wisconsin Avenue

**Existing Zoning:**  
C-2, Neighborhood Commercial  
District

**Existing Land Use:**  
Restaurant

**Parcel Size:**  
4,620 Square Feet

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### Request Overview/Background Information:

Jesus Garcia, the owner of La Fuente Restaurante, has applied for a Conditional Use Permit (CUP) to allow the indoor sale, possession, and consumption of alcohol on the property located at 946 Wisconsin Avenue. The applicant has also applied for a Class "B" Beer License and a "Class C" Wine License.

The attached **Location & Zoning Map** shows the location of the restaurant on the west side of Wisconsin Avenue just south of Woodward Avenue. It is located in a small business district which includes Homecare Pharmacy and a variety of personal-service and retail businesses. The adjacent zoning and land uses are as follows:

- North: C-2, Personal Service-oriented businesses and the Beloit Learning Academy (former Wright School)
- South: C-2 and R-1B, Small businesses and residential land uses
- East: C-2 and R-1B, Vacant commercial building and residential land uses
- West: C-2 and R-1B, Homecare Pharmacy and residential land uses

On or off-premise liquor sales is a Conditional Use in the C-2, Neighborhood Commercial District. The current use of the property as a restaurant is permitted in the C-2 Zoning District. However, before the restaurant may obtain its liquor license, the applicant must obtain a Conditional Use Permit. The reason for requiring a Conditional Use Permit is to allow the City Council to approve such a use only if the Council determines that the proposed use will not have a negative impact on surrounding land uses. If the proposed use is approved, the City Council is authorized to impose conditions it deems necessary to reduce or minimize any potential adverse effects the use may have on surrounding property.

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### Key Issues:

- **Location Map, Site Plan, Floor Plan and Rendering of Building Submitted by the Applicant**
  - The attached location map shows the location of La Fuente Restaurante on the west side of Wisconsin Avenue as well as the adjacent businesses.
  - The attached site plan shows the location of the restaurant building and parking stalls. The parking lot which serves the buildings located at 944, 946, 948, and 950 Wisconsin Avenue is located on three parcels. Approximately eight parking lots are located on the parcel addressed 946 Wisconsin Avenue
  - The attached floor plan shows the location of the booths, tables, counter, and coolers. It also shows the location of the bathrooms and kitchen. The occupancy of the restaurant is 40.
  - The attached rendering of the building which was submitted with the applicant's architectural review application for signs shows the east and west elevations of the building. The signs shown on the attached renderings comply with the Sign Ordinance and have already been approved by staff and installed on the building.
- **Liquor License**
  - The applicant has also applied for a Class "B" Beer and "Class C" Wine License for the restaurant. This license, if approved by the City Council, will allow for the sale of beer and wine in conjunction with the operation of a restaurant. This license would allow for the sale of beer and wine for on-premise consumption

as well as the sale of beer for off-premise consumption. These licenses would not allow the applicant to sell hard liquor.

- **Neighborhood Input**

- A Public Notice was sent to all property owners within 300 feet of the restaurant. As of the time of the writing of this staff report, one owner, who represents three business interests in the area, contacted us. They are opposed to introducing alcohol sales into this business district. He is concerned that the restaurant will ultimately operate more like a bar, with people drinking there all afternoon or evening and that it may negatively affect the businesses. He commented that people were already sitting in the parking lot drinking, before the license has even been issued.

- **Review Agents' Comments/Concerns**

- **Fire Department**

The Fire Department just wanted the applicant to be aware that the storage of combustibles under the stairwell to the upstairs apartment can be a fire hazard. Staff was not certain whether any storage was occurring at this location, but did want to caution the applicant about this.

- **Planning Department**

- **Parking**

The Zoning Ordinance requires parking spaces equal to 50 percent of capacity for restaurants. The restaurant currently seats 40 people, which would require 20 parking spaces. There are two apartments above the restaurant space which would require an additional three parking spaces for a total of 23 parking spaces. The site itself has approximately eight parking stalls. This is a nonconforming situation with respect to parking. There is a parking lot behind all five businesses in this strip which serves these businesses. There is no possible way to add parking to the site itself. There are also approximately 14 parking stalls on Wisconsin Avenue to serve the five businesses on this strip. The addition of alcohol sales does not result in the need for more parking.

- **Signs**

The applicant submitted Architectural Review and Sign applications to the Division of Planning and Building Services for one primary sign and three secondary signs. They have already been reviewed and approved by the Director of Planning and Building Services, and the applicant has had the signs installed (see attached photos).

- The Police Department, the Engineering Division, the Building Inspector, the Water Resources Division, the Assessor's Office, Alliant Energy, AT&T, and Charter Communications have reviewed this Conditional Use Permit and do not have any comments or concerns.

- **Findings of Fact for a Conditional Use Permit**

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

- a. *Whether the establishment, maintenance, or operation of the conditional use will be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;*

- The addition of alcohol sales to an existing restaurant is not likely to endanger the public health, safety, and/or welfare provided that the recommended conditions are met by the applicant and that the applicant meets the requirements of the liquor license.

- b. *Whether the conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted;*

- Adding alcohol sales to an existing restaurant is not expected to be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted. The business district has been in existence for decades, and the addition of alcohol should not have a negative impact on this neighborhood.
- However, it should be noted that neighboring property owners have expressed concern about the addition of alcohol to this corridor. It might ease concerns if the conditional use permit was restricted to the addition of the beer and wine sales only.

- c. *Whether the conditional use will substantially diminish or impair property values within the neighborhood of the subject property;*

- The addition of alcohol sales to an existing restaurant is not expected to substantially diminish or impair property values within the neighborhood of this business. The business district has been in existence for decades, and the addition of alcohol should not have a negative impact on this neighborhood.
- However, it should be noted that neighboring property owners have expressed concern with the addition of alcohol to this corridor. It might ease concerns if the conditional use permit was

- restricted to the addition of the beer and wine sales only.
- d. *Whether the establishment of the conditional use will impede the normal and orderly development and improvement of the surrounding property;*
    - The surrounding area is already fully developed, and the proposed conditional use is not expected to impede any future redevelopment in the area.
  - e. *Whether the exterior architectural design or site layout of the proposed conditional use is so dissimilar or otherwise incompatible with existing or proposed development in the immediate neighborhood that it will cause a depreciation in property values;*
    - No changes are being proposed to the exterior architectural design or site layout of the proposed conditional use. The signage has already been reviewed and approved by City staff and is shown on the attached photos.
  - f. *Whether adequate utilities, access roads, drainage or other necessary facilities will be available to serve the proposed use at the time of its occupancy or use;*
    - The property is being adequately served by utilities and access roads.
  - g. *Whether adequate measures will be taken to minimize traffic congestion; and*
    - This property is located on Wisconsin Avenue and its parking area can be accessed off Woodward Avenue. The addition of alcohol is not anticipated to increase traffic at this location.
  - h. *Whether the conditional use will comply with all applicable regulations of this chapter (the Zoning Ordinance).*
    - Any existing and proposed use of the property must comply with all other applicable zoning regulations.

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

- o The Comprehensive Land Use Plan (2008) indicates that this property is appropriate for Neighborhood Commercial uses. This future land use category is intended for neighborhood-scale residential, office, and neighborhood supporting institutional and commercial land uses that mainly serve the surrounding neighborhoods on public sewer, public water, and other urban services and infrastructure.
- o Consideration of this request may support Strategic Goal #5.

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

- **Reduce dependence upon fossil fuels** – N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – The proposed conditional uses are not expected to generate hazardous waste or harmful emissions.
- **Meet the hierarchy of present and future human needs fairly and efficiently** – N/A

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**Staff Recommendation:**

The Planning and Building Services Division recommends **approval** of a Conditional Use Permit to allow the indoor sales, possession, and consumption of alcohol, in a C-2, Neighborhood Commercial District, for the property located at 946 Wisconsin Avenue based on the above Findings of Fact and subject to the following conditions, which must be met before the Conditional Uses are established and maintained thereafter:

1. This Conditional Use Permit authorizes the indoor sale, possession, and consumption of alcohol in conjunction with a restaurant use on the property located at 946 Wisconsin Avenue in the City of Beloit, Wisconsin; and
2. The only alcoholic products allowed to be sold, possessed or consumed on the property are beer and wine; and
3. The applicant shall obtain a liquor license before serving alcoholic beverages inside the restaurant.
4. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Director of Planning and Building Services may approve minor changes administratively and allow accessory structures and uses that comply with and meet all of the standards and requirements of the City of Beloit Municipal Code.

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**Fiscal Note/Budget Impact:**

N/A

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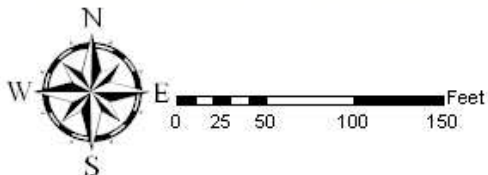
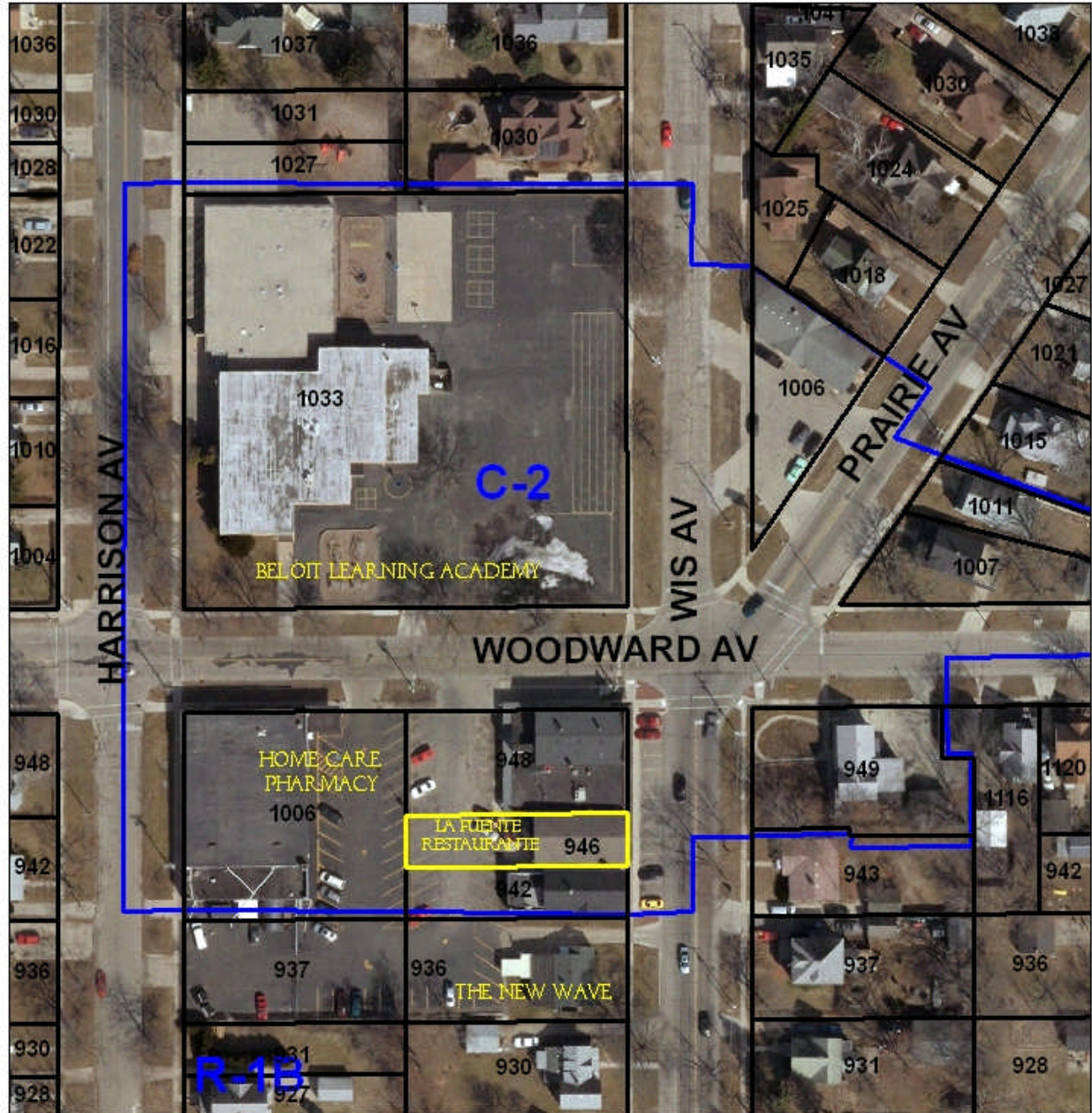
**Attachments:**

Location & Zoning Map; Applicant's Location Map, Site Plan, Floor Plans, and Rendering; Photographs of Existing Conditions (Staff); Public Notice; Mailing List; and Application

# Location & Zoning Map

946 Wisconsin Avenue

CU-2013-10

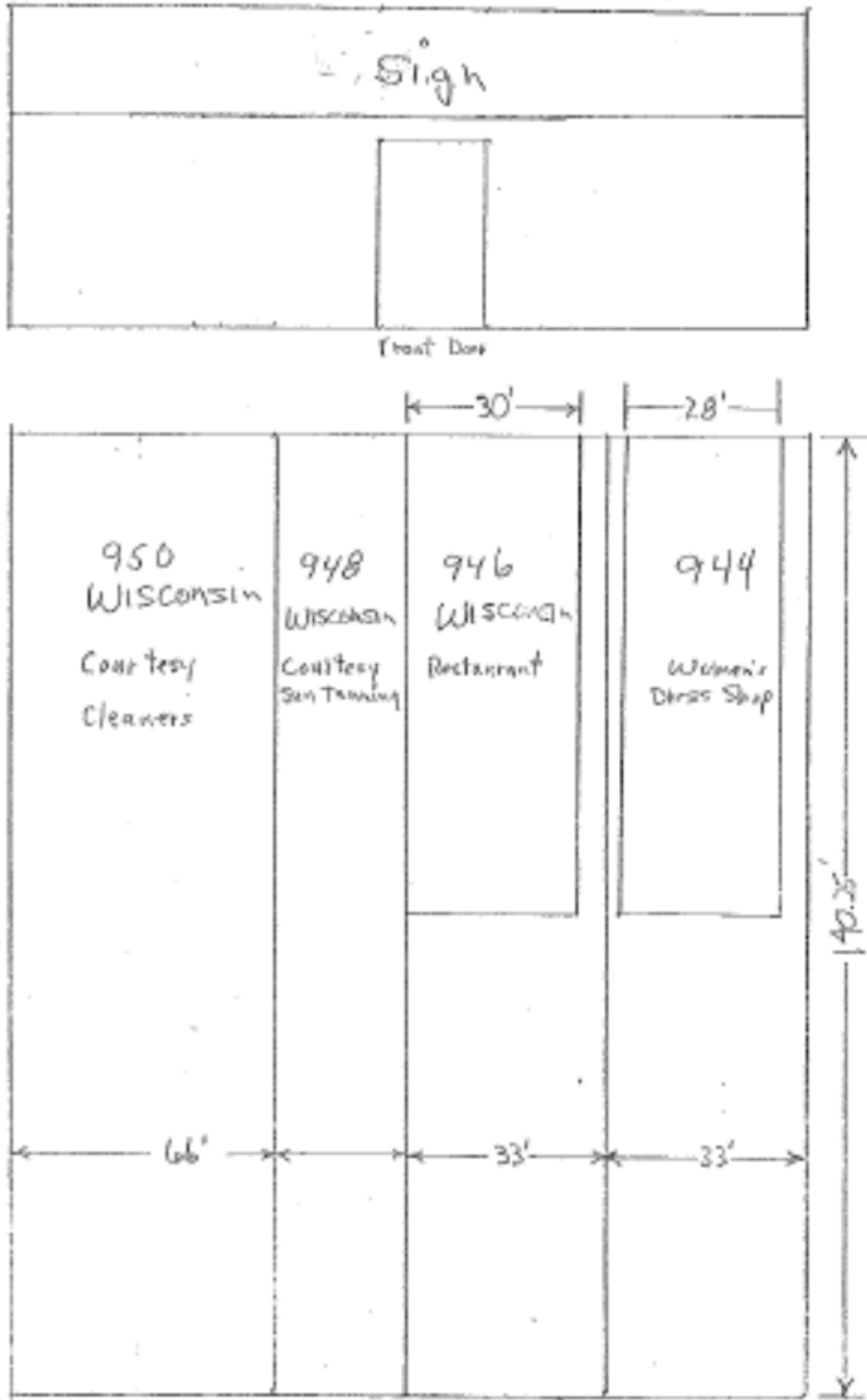


Legend	
	Parcels
	Zoning District

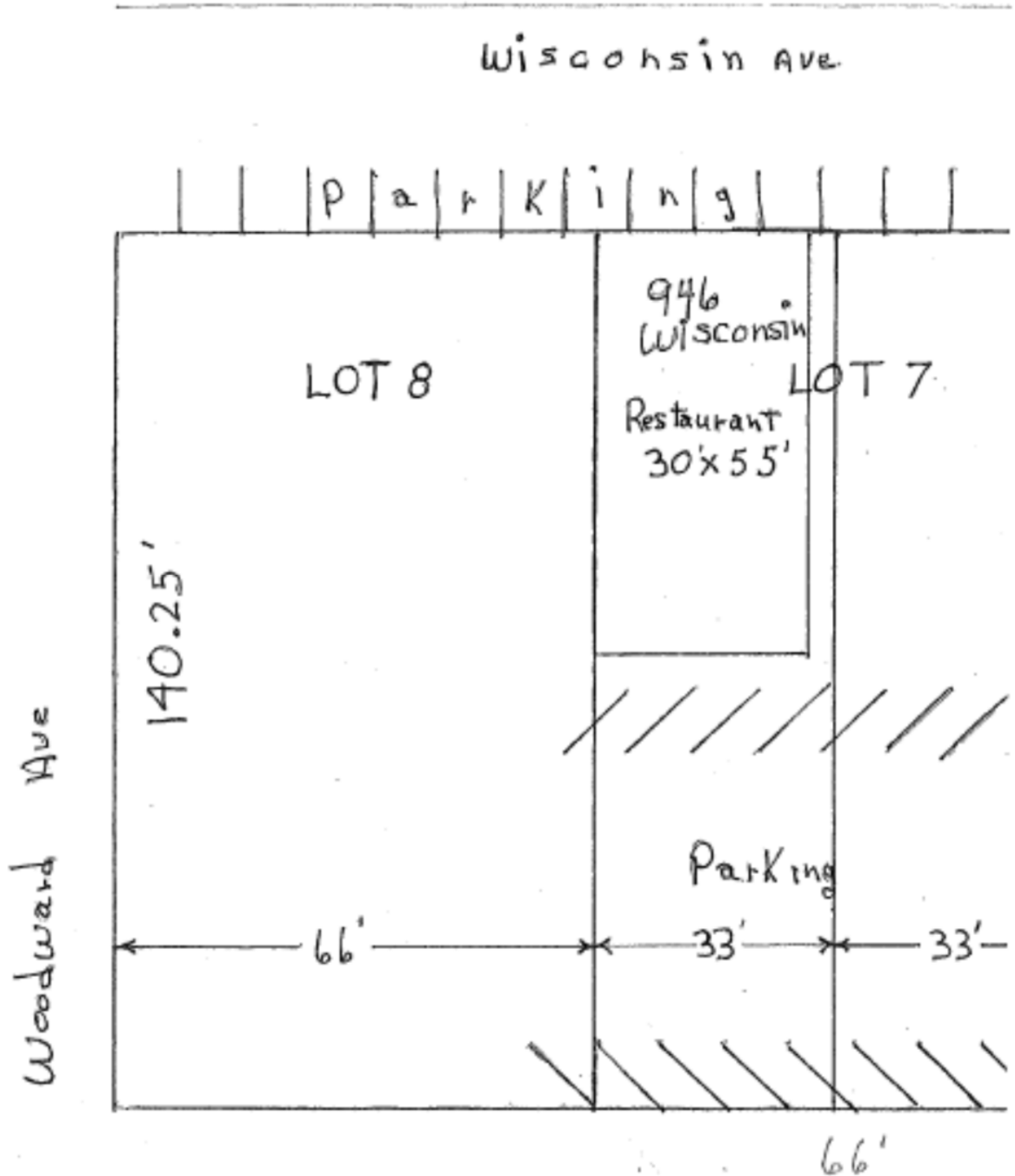
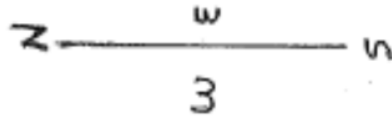
Map prepared by: Julie Christensen  
 Date: August 2013  
 For: City of Beloit Planning & Building Services  
 Date of Aerial Photography: April 2011

**PLANNING & BUILDING SERVICES DIVISION**

# Location Map – Submitted by the Applicant

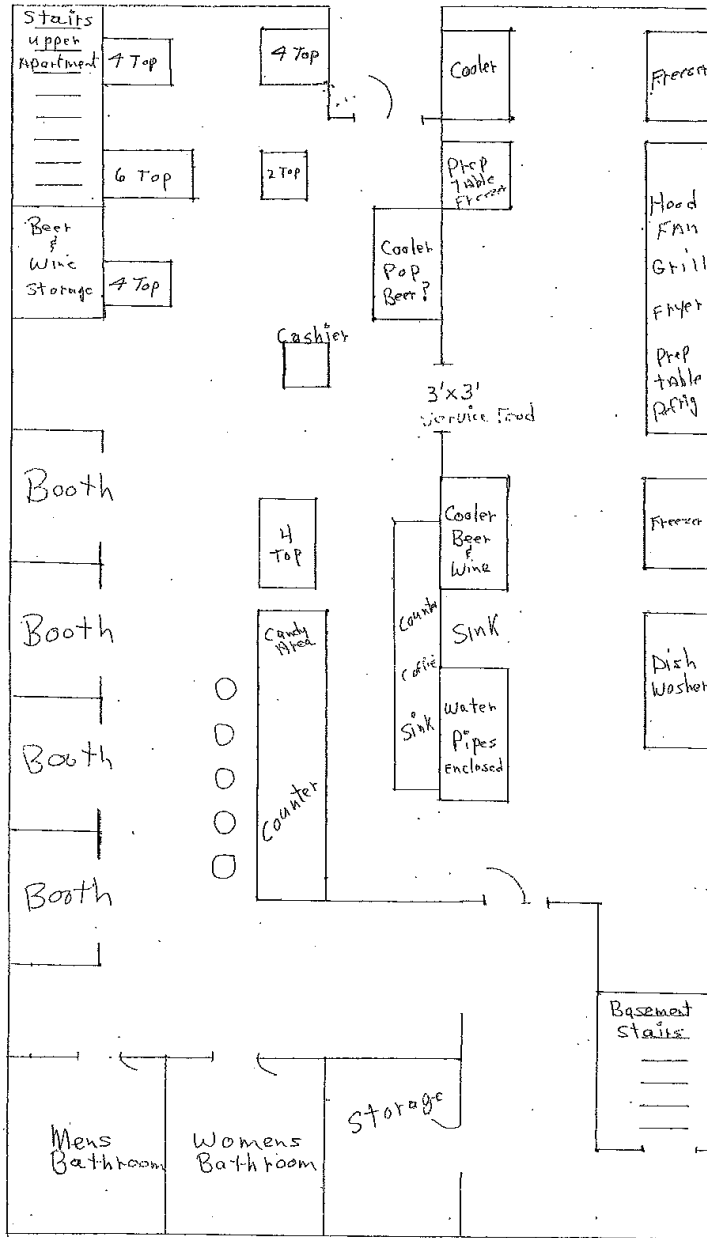


# Site Plan – Submitted by Applicant

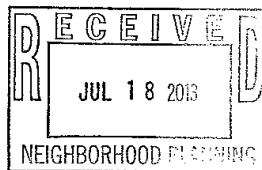




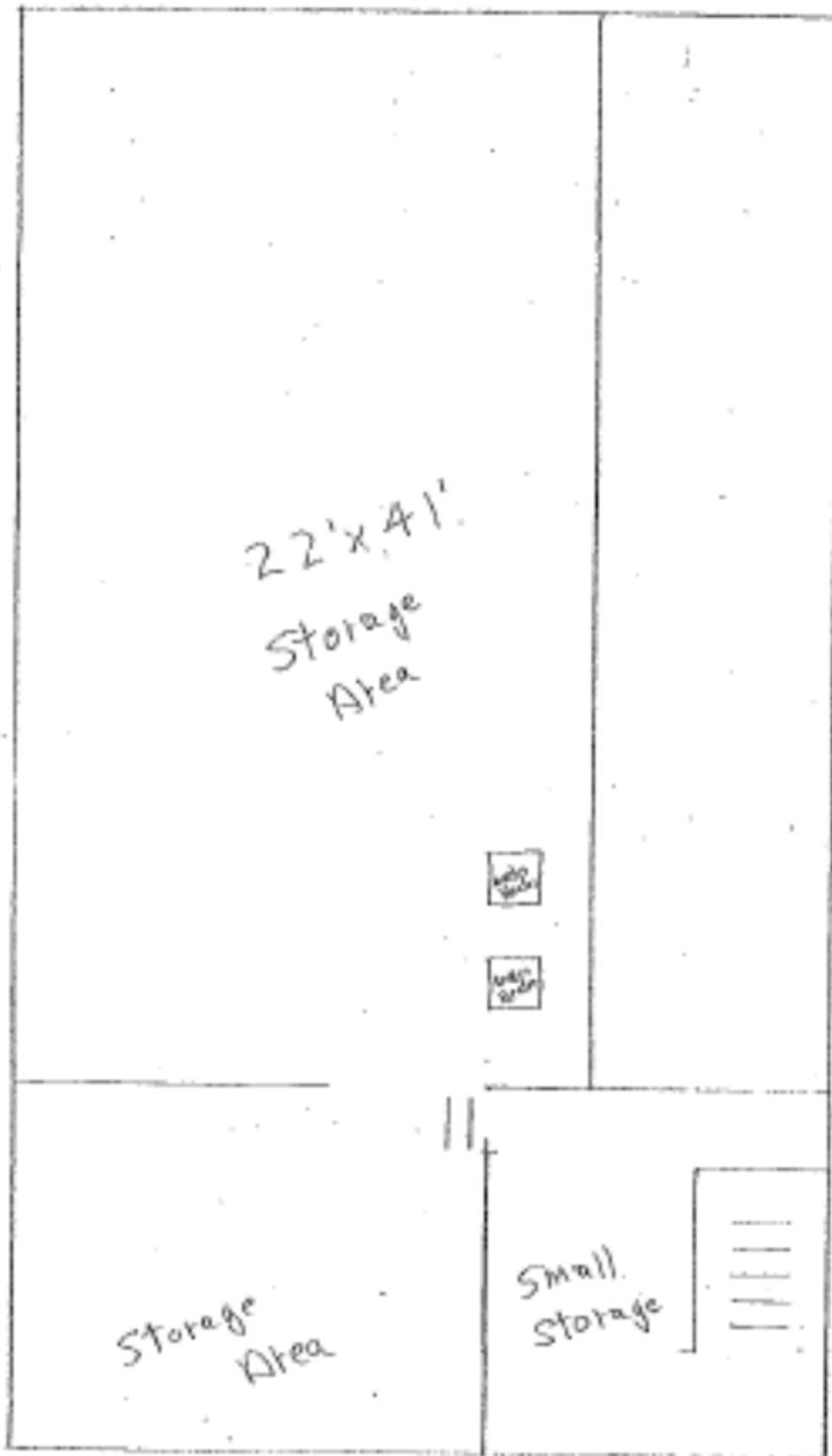
# Floor Plan – First Floor – Submitted by Applicant



Restaurant La Fuente  
 946 Wisconsin  
 362-8022



# Floor Plan – Basement – Submitted by Applicant



## Rendering of Building – Submitted by Applicant

Restaurant la fuente  
946 Wisconsin Ave.  
Beloit Wisconsin  
(608) 362-8022

### Before



**Photographs of Existing Conditions - 08/01/13**  
*Businesses Facing Wisconsin Avenue*



*Rear of La Fuente Restaurante*





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

## **NOTICE TO THE PUBLIC**

July 26, 2013

To Whom It May Concern:

Jesus Garcia on behalf of La Fuente Restaurante has filed an application for a Conditional Use Permit to allow indoor sales, possession, and consumption of alcohol in a C-2, Neighborhood Commercial District, for the property located at:

**946 Wisconsin Avenue**

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

**City Plan Commission:** Wednesday, August 7, 2013, at 7:00 p.m., or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

**City Council:** Monday, August 19, 2013, at 7:00 p.m., or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

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

**We are interested in your opinion.**

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

*For additional information, please contact Julie Christensen in the Community Development Department at (608) 364-6703 or by email at [christensenj@ci.beloit.wi.us](mailto:christensenj@ci.beloit.wi.us). Comments will be accepted via telephone, email, and U.S. Mail.*

JENNE ALLEN-CHRISTOPHERSON  
1011 PRAIRIE AVE  
BELOIT, WI 53511

ATONEMENT LUTHERAN CHURCH  
901 HARRISON AVE  
BELOIT, WI 53511-5410

DANIEL CARROLL  
7601 SUFFIELD RD  
LOVES PARK, IL 61111

DOUGLAS CASH  
P O BOX 1317  
BELOIT, WI 53512-1317

RONALD CASH  
P O BOX 701  
BELOIT, WI 53512-0701

RENEE CEPHAS  
919 WISCONSIN AVE  
BELOIT, WI 53511-5420

JEFFREY & THERESA CIONI  
4220 S BAKKE RD  
BELOIT, WI 53511

COACH'S CLUB LLC  
P O BOX 931  
BELOIT, WI 53512-0931

SHIRLEYCONNOR  
1025 WISCONSIN AVE  
BELOIT, WI 53511-5422

WILLIAM REYNOLDS D W R TRUST  
950 WISCONSIN AVE  
BELOIT, WI 53511-5421

OSCAR & VERONICA DELGADO  
942 CENTRAL AVE  
BELOIT, WI 53511-5403

MILAGROS CAPELLAN DIAZ  
931 WISCONSIN AVE  
BELOIT, WI 53511

JOHN & BERTRICE DONALDSON  
1015 PRAIRIE AVE  
BELOIT, WI 53511-5414

CAROLYN FAYE DUNN  
1010 HARRISON AVE  
BELOIT, WI 53511-5413

NANCY FICK  
2242 TALLGRASS CT UNIT 19  
BELOIT, WI 53511

MELVIN T & PAMELA M FIELDS  
1116 WOODWARD AVE  
BELOIT, WI 53511

FOR HIM INC  
P O BOX 41  
BELOIT, WI 53512

FREEDOM PROPERTY INVESTMENTS LL  
1655 COPELAND AVE #130  
BELOIT, WI 53511

MAURICIO SERVINHERNANDEZ  
929 PARK AVE  
BELOIT, WI 53511

WILLIE & CASSANDRA JAMES  
923 WISCONSIN AVE  
BELOIT, WI 53511-5420

SANDRA KAGAN  
W338 N6429 LAKEVIEW DR  
OCONOMOWOC, WI 53066

GREGORY P & KIMBERLY D KAKUSKE  
3634 BALMORAL DR  
JANESVILLE, WI 53548

STEPHEN M & MARY L KIRBY  
917 WOODWARD AVE  
BELOIT, WI 53511

ELAINE MARTIN  
137 E 120TH PL  
CHICAGO, IL 60628

MARTIN PROPERTIES OF JANESVILLE LLC  
4619 N CTY RD H  
JANESVILLE, WI 53548

VICTORIA MARZETTE  
922 CENTRAL AVE  
BELOIT, WI 53511

JEFFREY MCKEE  
942 HARRISON AVE  
BELOIT, WI 53511-5411

SEAN MCKEE  
948 HARRISON AVE  
BELOIT, WI 53511

JOE MCNAMARA  
2741 SHOPIERE RD  
BELOIT, WI 53511

AGUSTIN & LUCIA MONROY  
1004 HARRISON AVE  
BELOIT, WI 53511

MOPO LLC MULTI 1 SERIES  
7 S SPRING ST  
ELGIN, IL 60120

RAMIRO SOLOZANO NIETO  
1348 DEWEY AVE  
BELOIT, WI 53511

DANIEL & TERRY NITZ  
1006 PRAIRIE AVE  
BELOIT, WI 53511-5415

KENNETH PAULSON  
749 PHILHOWER RD  
BELOIT, WI 53511

MARIA RAMOS-MONROY  
921 HARRISON AVE  
BELOIT, WI 53511

LEON & PATRICIA RAYMOND  
826 HOLLY RD  
BELOIT, WI 53511-1622

WILLIAM ROMAN  
411 HART DR APT 2  
CLINTON, WI 53525

SCHOOL DISTRICT OF BELOIT  
1633 KEELER AVE  
BELOIT, WI 53511

JAMES SHEA  
1019 CLARY ST  
BELOIT, WI 53511

HOLLY SOMERS  
908 WISCONSIN AVE  
BELOIT, WI 53511-5421

JOHN & MARY TERRY  
925 PARK AVE  
BELOIT, WI 53511-0281

MARK WALTON  
1621 INDIAN RD  
BELOIT, WI 53511

LAMONT C & ANNIE J WEAVER  
1832 NORTHGAGTE DR  
BELOIT, WI 53511

MELISSA WELCH  
918 WISCONSIN AVE  
BELOIT, WI 53511

MELISSA WELCH  
924 WISCONSIN AVE  
BELOIT, WI 53511

MATTHEW YOSS  
406 HART DR  
CLINTON, WI 53525

# CITY of BELOIT

## Planning and Building Services Division

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

### Conditional Use Permit Application

(Please Type or Print)

File Number: CU-2013-10

1. Address of subject property: 946 Wisconsin Ave
2. Legal description: The N 1/2 of Lot 7, Block 15, City of Beloit  
If property has not been subdivided, attach a copy of the complete legal description from deed.  
Property dimensions are: \_\_\_\_\_ feet by \_\_\_\_\_ feet = \_\_\_\_\_ square feet.  
If more than two acres, give area in acres: \_\_\_\_\_ acres.
3. Tax Parcel Number(s): 1368-0310
4. Owner of record: Roger E. Blohm Phone: 608-362-8463  
1817 Metcalf Beloit WI 53511  
(Address) (City) (State) (Zip)
5. Applicant's Name: Jesus Garcia  
946 1/2 Wisconsin Beloit WI 53511  
(Address) (City) (State) (Zip)  
608-362-8022 773-294-3591 \_\_\_\_\_  
(Office Phone #) (Cell Phone #) (E-mail Address)
6. All existing use(s) on this property are: Restaurant
7. **THE FOLLOWING ACTION IS REQUESTED:**  
A Conditional Use Permit for: Beer & Wine  
\_\_\_\_\_ in a(n) \_\_\_\_\_ Zoning District.
8. All the proposed use(s) for this property will be:  
Principal use: Restaurant  
\_\_\_\_\_  
\_\_\_\_\_  
Secondary use: Beer & Wine  
\_\_\_\_\_  
\_\_\_\_\_  
Accessory use: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

9. Project timetable: Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

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

- Owner
- Leasehold, length of lease: 12 years
- Contractual, nature of contract: \_\_\_\_\_
- Other, explain: \_\_\_\_\_

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

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

[Signature] | Roger E. Blohm | 7/8/13  
(Signature of Owner) | (Print name) | (Date)

[Signature] | JESUS GARCIA | 7/8/13  
(Signature of Applicant, if different) | (Print name) | (Date)

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

This application must be submitted with one copy of a scaled drawing showing the layout of the proposed development in accordance with all code requirements, and the \$275.00 application fee. Applicants will also be charged a fee for mailing public notices at the rate of \$0.50 per notice. An invoice for this fee will be sent to the applicant and these costs are typically between \$5.00 and \$15.00.

To be completed by Planning Staff	
Filing fee: <b>\$275.00</b>	Amount paid: <u>\$275.00</u> Meeting date: <u>Aug. 7, 2013</u>
No. of notices: _____	x mailing cost (\$0.50) = cost of mailing notices: \$ _____
Application accepted by: <u>[Signature]</u>	Date: <u>7/11/13</u>

**RESOLUTION**  
**AUTHORIZING A CONDITIONAL USE PERMIT TO ALLOW A DRIVE-IN USE, AN**  
**OUTDOOR SEATING AREA, AND SALES, POSSESSION, & CONSUMPTION OF ALCOHOL**  
**IN A C-2, NEIGHBORHOOD COMMERCIAL DISTRICT, AT 2777 MILWAUKEE ROAD**

**WHEREAS**, the application of The Redmond Company for a Conditional Use Permit to allow a drive-in use, an outdoor seating area, and sales, possession, & consumption of alcohol in a C-2, Neighborhood Commercial District, for the property located at 2777 Milwaukee Road, having been considered by the City Council of the City of Beloit, Wisconsin at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication filed in the City Clerk's office.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the City Council of the City of Beloit, Rock County, Wisconsin does hereby grant a Conditional Use Permit to allow a drive-in use, an outdoor seating area, and sales, possession, & consumption of alcohol in a C-2, Neighborhood Commercial District, for the property located at 2777 Milwaukee Road in the City of Beloit, for the following described premises:

Lot 1 of a Certified Survey Map as recorded in Volume 1 on Page 75 of the Certified Survey Maps of Rock County and Parcel A of Plat of Survey received August 7, 2012 as Document No. 1954530, located in the City of Beloit, County of Rock, State of Wisconsin. Said parcel contains 1.16 acres, more or less.

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

1. This Conditional Use Permit authorizes the above-uses, which will be established in or adjacent to a 5,700 square-foot commercial building to be constructed on the subject property.
2. The final site plan shall move the drive-through order box to the mid-point of the restaurant space, adjacent to the fourth stacked vehicle. Eight stacking spaces shall be provided and maintained.
3. The final site plan shall show and the applicant shall provide crosswalks and private sidewalk connections up to the property line to allow future connections to public sidewalks along Milwaukee Road and Cranston Road.
4. The maximum capacity of the outdoor seating area shall be twenty (20) persons. The applicant shall provide a fence around the perimeter of the outdoor seating area, along with an **exit-only** gate that allows access to ~~from~~ the sidewalk.
5. Alcoholic beverages are ~~allowed~~**prohibited** in the outdoor seating area. The applicant shall obtain a liquor license before serving alcoholic beverages inside **and outside** the restaurant.
6. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Director of Planning & Building Services may approve minor changes administratively.

Adopted this 19<sup>th</sup> day of August 2013.

**BELOIT CITY COUNCIL**

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

ATTEST:

\_\_\_\_\_  
Rebecca Houseman LeMire, City Clerk



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Conditional Use Permit Application for the property located at 2777 Milwaukee Road

**Date:** August 19, 2013

**Presenter(s):** Julie Christensen

**Department:** Community Development

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

The Redmond Company has filed an application for a Conditional Use Permit to allow a drive-in use, an outdoor seating area, and sales, possession, & consumption of alcohol in a C-2, Neighborhood Commercial District, for the property located at 2777 Milwaukee Road. The applicant has proposed the construction of a new 5,700 square-foot commercial building that will include a 2,500 square-foot Qdoba restaurant and a 3,200 square-foot retail space. As shown on the attached site plan, the proposed Qdoba restaurant includes a drive-through and an outdoor seating area, and may offer beer & wine for sale. While the restaurant and retail uses are permitted by-right in the C-2 district, the other uses must be authorized by a Conditional Use Permit.

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

- This property is located in the Milwaukee Road Overlay (MRO) District. In the MRO District, direct driveway access to Milwaukee Road is prohibited unless the subject property has no other reasonable access to the street network. This development will not have direct access to Cranston Road or Milwaukee Road.
  - According to Section 8-112 of the Zoning Ordinance, restaurant drive-through lanes shall include at least 5 stacking spaces for the order box and at least 3 stacking spaces between the order box and pick-up window. The applicant has proposed an adequate number of stacking spaces, but the order box must be moved to the west (adjacent to the fourth stacked vehicle) in order to comply with this requirement.
  - According to Section 8-103 of the Zoning Ordinance, this proposed commercial development requires 53 off-street parking stalls, including 3 accessible stalls. The proposed site plan includes 60 off-street parking stalls.
  - Including vehicles arriving and departing, this proposed development is expected to generate approximately 1,415 total vehicle trips per day. According to the City Engineer, the existing street network is capable of handling this traffic.
  - The applicant has proposed the construction of a private sidewalk connection from the entrances to a planned public sidewalk along the west side of Cranston Road. Planning & Engineering staff is recommending a condition of approval that will require a second sidewalk connection between the aisle serving the accessible stalls and a planned public sidewalk along the north side of Milwaukee Road in order to maintain connectivity to the west.
  - The Plan Commission reviewed this item on August 7, 2013. In order to grant a request from the applicant to allow alcoholic beverages in the outdoor seating area, the Plan Commission amended conditions #4 & #5 as shown in redline format on the attached resolution. Following this amendment, the Plan Commission voted unanimously (4-0) to recommend approval of the Conditional Use Permit, subject to six conditions.
- 

### **Conformance to Strategic Plan:**

- Consideration of this request supports Strategic Goal #5.
- 

### **Sustainability:**

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

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

- City Council consideration and action on the proposed Resolution
- 

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

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

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# CITY OF BELOIT

## REPORT TO THE BELOIT CITY PLAN COMMISSION



**Meeting Date:** August 7, 2013

**Agenda Item:** 4

**File Number:** CU-2013-12

**Applicant:** The Redmond Company

**Owner:** Morgan Square LLC

**Location:** 2777 Milwaukee Road

**Existing Zoning:** C-2, Neighborhood Commercial District & MRO, Milwaukee Road Overlay District

**Existing Land Use:** Vacant Land

**Parcel Size:** 1.16 Acres

### Request Overview/Background Information:

The Redmond Company has filed an application for a Conditional Use Permit to allow a drive-in use, an outdoor seating area, and sales, possession, & consumption of alcohol in a C-2, Neighborhood Commercial District, for the property located at 2777 Milwaukee Road. The applicant has proposed the construction of a new 5,700 square-foot commercial building that will include a 2,500 square-foot Qdoba restaurant and a 3,200 square-foot retail space. As shown on the attached site plan, the proposed Qdoba restaurant includes a drive-through and an outdoor seating area, and may offer beer & wine for sale. While the restaurant and retail uses are permitted by-right in the C-2 district, the other uses must be authorized by a Conditional Use Permit. If the uses are approved, the City Council is authorized to impose conditions it deems necessary to reduce or minimize any potential adverse effects on surrounding properties.

### Key Issues:

- The attached **Location and Zoning Map** shows the location of the parcel involved in this application. The adjacent zoning and land uses are as follows:
  - North: C-2, Neighborhood Commercial District & MRO; Commercial (Restaurants & Retail)
  - South: C-3, Community Commercial District & MRO; Commercial (Hotel)
  - East: C-3, Community Commercial District & MRO; Commercial (Gas Station)
  - West: C-2, Neighborhood Commercial District & MRO; Commercial (Retail)
- This property is located in the Milwaukee Road Overlay (MRO) District. In the MRO District, direct driveway access to Milwaukee Road is prohibited unless the subject property has no other reasonable access to the street network. Therefore, this proposed development will be served by driveways that connect to the existing shared drives to the west and north of the site. This development will not have direct access to Cranston Road or Milwaukee Road.
- According to Section 8-112 of the Zoning Ordinance, restaurant drive-through lanes shall include at least 5 stacking spaces for the order box and at least 3 stacking spaces between the order box and pick-up window. The applicant has proposed an adequate number of stacking spaces, but the order box must be moved to the west (adjacent to the fourth stacked vehicle) in order to comply with this requirement.
- According to Section 8-103 of the Zoning Ordinance, this proposed commercial development requires 53 off-street parking stalls, including 3 accessible stalls. The proposed site plan includes 60 off-street parking stalls.
- Including vehicles arriving and departing, this proposed development is expected to generate approximately 1,415 total vehicle trips per day. According to the City Engineer, the existing street network is capable of handling this traffic.
- The applicant has proposed the construction of a private sidewalk connection from the entrances to a planned public sidewalk along the west side of Cranston Road. Planning & Engineering staff is recommending a condition of approval that will require a second sidewalk connection between the aisle serving the accessible stalls and a planned public sidewalk along the north side of Milwaukee Road in order to maintain connectivity to the west.
- The proposed site plan includes a total of 5 tables and 20 chairs in the outdoor seating area. In order to avoid conflicts with vehicle traffic, Planning staff is recommending a condition that will require the applicant to install a fence along the perimeter of the outdoor seating area, with the exception of a gate on the east to/from the private sidewalk.
- The applicant has already submitted a full set of site plans, which is being reviewed by Planning staff.
- Public facilities and infrastructure exist in this area and the property receives the full range of municipal services.
- The City's Review Agents have reviewed this application and do not have any comments or concerns.
- The attached Public Notice was sent to four nearby property owners, which has not resulted in any comments.
- **Findings of Fact**

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

  - a. *Whether the establishment, maintenance, or operation of the conditional use will be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;*
    - Subject to certain conditions of approval, the proposed uses will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

- b. *Whether the conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted;*
  - The subject property is located in the City's busiest commercial area, and any additional traffic, noise, and glare generated by this development is compatible with existing conditions.
- c. *Whether the conditional use will substantially diminish or impair property values within the neighborhood of the subject property;*
  - On the contrary, this proposed development is likely to enhance property values within the area.
- d. *Whether the establishment of the conditional use will impede the normal and orderly development and improvement of the surrounding property;*
  - This is an urbanized area and the surrounding properties are fully developed.
- e. *Whether the exterior architectural design or site layout of the proposed conditional use is so dissimilar or otherwise incompatible with existing or proposed development in the immediate neighborhood that it will cause a depreciation in property values;*
  - With restricted vehicle access to Milwaukee and Cranston Roads, along with new pedestrian and bicycle infrastructure, the proposed site layout is compatible with adjacent properties.
  - During Architectural Review, Planning staff will ensure that all four sides of this proposed building are attractive, as the building is visible from all sides.
- f. *Whether adequate utilities, access roads, drainage or other necessary facilities will be available to serve the proposed use at the time of its occupancy or use;*
  - Adequate facilities and infrastructure are available to serve the conditional uses.
- g. *Whether adequate measures will be taken to minimize traffic congestion; and*
  - The proposed driveways, parking lot, and drive-through are designed in a manner that will not cause traffic congestion.
  - The existing street network in this area is capable of handling the additional traffic that will be generated by this development.
- h. *Whether the conditional use will comply with all applicable regulations of the Zoning Ordinance.*
  - The conditional uses will comply with all other applicable regulations of the Zoning Ordinance.

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

The Comprehensive Plan recommends Community Commercial uses for the subject property. This proposed development and the underlying zoning classification are consistent with this recommendation. Consideration of this request supports City of Beloit Strategic Goal #5.

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#### **Sustainability:**

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

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#### **Staff Recommendation:**

The Planning & Building Services Division recommends **approval** of a Conditional Use Permit to allow a drive-in use, an outdoor seating area, and sales, possession, & consumption of alcohol in a C-2, Neighborhood Commercial District, for the property located at 2777 Milwaukee Road, based on the above Findings of Fact and subject to the following conditions:

1. This Conditional Use Permit authorizes the above-uses, which will be established in or adjacent to a 5,700 square-foot commercial building to be constructed on the subject property.
2. The final site plan shall move the drive-through order box to the mid-point of the restaurant space, adjacent to the fourth stacked vehicle. Eight stacking spaces shall be provided and maintained.
3. The final site plan shall show and the applicant shall provide crosswalks and private sidewalk connections up to the property line to allow future connections to public sidewalks along Milwaukee Road and Cranston Road.
4. The maximum capacity of the outdoor seating area shall be twenty (20) persons. The applicant shall provide a fence around the perimeter of the outdoor seating area, along with a gate that allows access to/from the sidewalk.
5. Alcoholic beverages are prohibited in the outdoor seating area. The applicant shall obtain a liquor license before serving alcoholic beverages inside the restaurant.
6. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Director of Planning & Building Services may approve minor changes administratively.

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

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

# Location & Zoning Map

2777 Milwaukee Road

CU-2013-12



1 inch = 120 feet  
 0 25 50 100 150 Feet

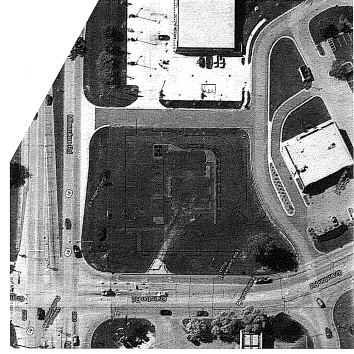
**Legend**

- COB Parcels
- Zoning District

Map prepared by: Drew Pennington  
 Date: July 2013  
 For: City of Beloit Planning & Building Services  
 Date of Aerial Photography: March 2011

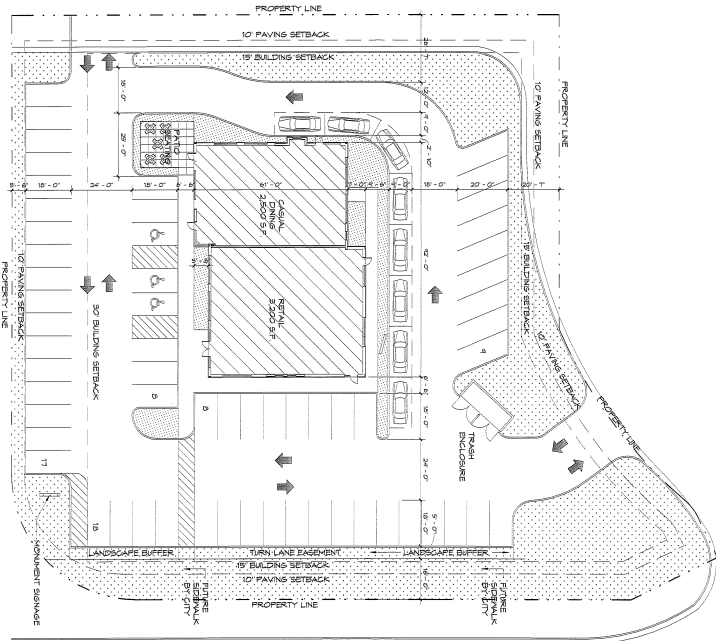
## PLANNING & BUILDING SERVICES DIVISION





Development Plan  
1" = 60'-0"

- SITE INFORMATION**
- TOTAL SITE AREA - 52,029 SF (1.19 ACRES)
  - CURRENT ZONING - C2D COMMERCIAL
  - BUILDING SETBACK - 30' FRONT YARD BUILDING SETBACK - 15' STREET SETBACK AND BUILDING SETBACK - 15' REAR YARD BUILDING SETBACK
  - MAX. BUILDING HEIGHT - 48'-0"
  - PAVING SETBACKS - 10' SIDE YARD PAVING SETBACK - 15' SIDE YARD PAVING SETBACK - 15' SIDE YARD PAVING SETBACK
  - PLANNING REQUIREMENTS - SERVICES EQUAL TO 50% OF OCCUPANCY
  - 50' SERVICES PROVIDED INCLUDES 3 HANDICAP SPACES (MIN) FROM CURB BOX AND 10' FROM UP AND DOWN



Site Plan  
1" = 20'-0"

**THE REDMOND COMPANY**  
CONSULTING - MANAGEMENT  
1725 N. WISCONSIN STREET  
MILWAUKEE, WI 53233  
414.222.5200 FAX 414.222.5114  
www.theredmond.com

**Pranke Retail Building**  
Milwaukee Ave. Beloit, WI

REVISIONS  
DATE  
DESCRIPTION

**OWNERSHIP AND USE OF DOCUMENTS**  
The undersigned hereby certifies that the information contained herein is true and correct to the best of their knowledge and belief. The undersigned further certifies that the information contained herein is not intended to be used for any purpose other than that for which it was prepared. The undersigned further certifies that the information contained herein is not to be used for any purpose other than that for which it was prepared. The undersigned further certifies that the information contained herein is not to be used for any purpose other than that for which it was prepared.

PROJECT NUMBER: AS100  
DATE: 10/2/12  
DRAWN BY: [Name]  
ARCHITECTURAL SITE PLAN  
**AS100**



# CITY of BELOIT

## Planning and Building Services Division

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

### Conditional Use Permit Application

(Please Type or Print)

File Number: Cu-2013-12

1. Address of subject property: 2777 Milwaukee Rd. Beloit, WI

2. Legal description: Lot 1 CSM #652218 Volume 1 Page 75

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

Property dimensions are: 215 feet by 245.71 feet = 52,828 square feet.

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

3. Tax Parcel Number(s): 206-22990800

4. Owner of record: P.H. Beloit LLC. Phone: \_\_\_\_\_

241 N. Broadway, Suite 501 Milwaukee WI 53202  
(Address) (City) (State) (Zip)

5. Applicant's Name: The Redmond Company

W228 N745 Westmond Dr. Waukesha, WI 53186  
(Address) (City) (State) (Zip)

262-549-9600 / imortier@theredmondco.com  
(Office Phone #) (Cell Phone #) (E-mail Address)

6. All existing use(s) on this property are: Vacant site

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

A Conditional Use Permit for: Drive-up / Outdoor sitting Area + Indoor Alcohol  
in a(n) C-2 Zoning District.

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

Principal use: Retail / Casual Dining Restaurant

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

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

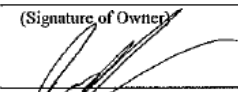
9. Project timetable: Start date: 9/23/13 Completion date: 5/15/14

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

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

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

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

(Signature of Owner)	(Print name)	(Date)
	1 <u>Samy Mark</u>	1 <u>7/11/13</u>
(Signature of Applicant, if different)	(Print name)	(Date)

In order for your request to be heard and considered in a timely manner, you must submit the completed application, and all accompanying documents, to the Planning and Building Services Division for acceptance by the filing deadline date prior to a scheduled Plan Commission meeting. This application must be submitted with one copy of a scaled drawing showing the layout of the proposed development in accordance with all code requirements, and the \$275.00 application fee. Applicants will also be charged a fee for mailing public notices at the rate of \$0.50 per notice. An invoice for this fee will be sent to the applicant and these costs are typically between \$5.00 and \$15.00.

**To be completed by Planning Staff**

Filing fee: **\$275.00** Amount paid: \$275.00 Meeting date: Aug. 7, 2013

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

Application accepted by: Draferington Date: 7/12/13



## **NOTICE TO THE PUBLIC**

July 24, 2013

To Whom It May Concern:

The Redmond Company has filed an application for a Conditional Use Permit to allow a drive-in use, an outdoor seating area, and sales, possession, & consumption of alcohol in a C-2, Neighborhood Commercial District, for the property located at:

**2777 Milwaukee Road.**

The applicant has proposed the construction of a new 5,700 square-foot commercial building that will include a 2,500 square-foot Qdoba restaurant and a 3,200 square-foot retail space. As shown on the attached site plan, the proposed Qdoba restaurant includes a drive-through and an outdoor seating area, and may offer beer & wine for sale.

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

**City Plan Commission:** Wednesday, August 7, 2013, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

**City Council:** Monday, August 19, 2013, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

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

#### **We are interested in your opinion.**

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

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

CU-2013-12, The Redmond Company, 2777 Milwaukee Road

MORGAN SQUARE LLC  
400 MIDLAND CT STE 101  
JANESVILLE, WI 53546

SPEEDWAY LLC  
P O BOX 1500  
SPRINGFIELD, OH 455011580

L'CHAIM LLC  
101 W 4TH ST #400  
SANTA ANA, CA 92701

WALMART REAL ESTATE  
BUSINESS TRUST  
P O BOX 8050 MS 0555  
BENTONVILLE, AR 727128050



**PROCEEDINGS OF THE BELOIT CITY COUNCIL**  
**100 State Street, Beloit, WI 53511**  
**Monday, August 5, 2013**

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

1. The meeting was called to order at 7:02 p.m. in the Forum at Beloit City Hall.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
  - a. City Manager Larry Arft and Vice President Mark Spreitzer presented the **NAHRO 2013 National Award of Merit in Program Innovation – Affordable Housing** to the Beloit Housing and Community Development Authority for the Parker Bluff Redevelopment, to Cathy Pollard, Director of the Beloit Housing Authority. Ms. Pollard said that this award was based on the special financing of this project and would not have been possible without the financial backing from the City Council. Ms. Pollard thanked the Council for their support throughout the project.
  - b. Councilor Spreitzer presented a proclamation declaring August 6, 2013 as **National Night Out** to Police Chief Norm Jacobs. Chief Jacobs thanked the Council on behalf of the Police Department and the event's organizers. He thanked the Department of Public Works and the Fire Department for their work on the event. File 7148
  - c. Councilor Spreitzer presented a **Certificate of Appreciation** recognizing Nicki Yoss for renting Krueger Pool and inviting the community for a free swim to Nicki Yoss. Councilor Spreitzer thanked Ms. Yoss for providing free use of the pool, lunch, and entertainment for the public on one of the hottest days of the year. Ms. Yoss said that she did not do this for the recognition but thanked the Council for the Certificate. She encouraged the public to be part of the solution.
4. PUBLIC HEARINGS
  - a. Community Development Director Julie Christensen presented a proposed Ordinance amending the City of Beloit's Future Land Use Map of the **Comprehensive Plan** from Single-family Residential-Urban to Institutional and Community Service for 1536 Forest Avenue; 1537 and 1543 W. Grand Avenue; and 1650 and 1654 Porter Avenue. It was noted that the Plan Commission recommended approval 4-0. Ms. Christensen noted that the properties are part of the School District's expansion plans for Gaston and Merrill Elementary Schools. President Haynes opened and closed the public hearing without participation. Councilor Van De Bogart made a motion to suspend the rules and offer a second reading. Councilor Luebke seconded, and the motion carried 7-0. On the merits of the ordinance, Councilor Van De Bogart made a motion to enact. Councilor Luebke seconded, and the motion carried 7-0. File 8586 Ordinance 3493
  - b. Mr. Christensen presented a proposed Ordinance amending the **Zoning District Map** to change the zoning district classification of the properties located at 1536 Forest Avenue; 1537 and 1543 W. Grand Avenue; and 1650 and 1654 Porter Avenue from R-1B, Single family Residential District, to PLI, Public Lands and Institutions District. It was noted that the Plan Commission recommended approval 4-0. President Haynes opened and closed the public hearing without participation. Councilor Van De Bogart made a motion to suspend the rules and offer a second reading. Councilor Luebke seconded, and the motion carried 7-0. On the merits of the ordinance, Councilor De Forest made a motion to enact. Councilor Leavy seconded, and the motion carried 7-0. File 8586 Ordinance 3494
  - c. Ms. Christensen presented a resolution amending the **2013 Community Development Block Grant (CDBG) Action Plan and Budget**. She indicated that the City of Beloit will be receiving

more funds than staff originally budgeted. She said that the Community Development Authority reviewed and recommended approval of the amendment and that no one from the public provided input during the public comment period. President Haynes opened and closed the public hearing without participation. Councilor Luebke made a motion to adopt the resolution, and Councilor Spreitzer seconded. Councilor Van De Bogart asked how the City got so lucky to receive additional money, and Ms. Christensen indicated that the federal government is not providing additional CDBG funds but that the formula for the distribution of those funds has changed and will benefit Beloit. The motion carried 7-0. File 8571

## 5. CITIZENS PARTICIPATION

- Stephanie West, 3435 Riverside Drive, spoke as Vice Chairperson of the Greater Beloit Crimestoppers in support of an expansion of the City's Sign Ordinance to allow digital billboards. She said that these billboards may be used to advertise community events and Amber Alerts and are a beneficial tool for communication. Councilor Leavy asked that staff follow up on this request.
- Joe Hanson, 2516 Cliffcorn Drive, said that he owns two apartment buildings on Sixth Street. He said that the terrace between the road and the sidewalk is only four feet wide, which creates a problem with the streets are plowed in the winter because there is no place for the snow to be stored. He requested that the street be plowed like the downtown area where the snow is plowed into the center of the street and then removed at a later time. Councilor Haynes indicated that this is an operational issue, not one that may be decided by the City Council. He said that staff would follow up with Mr. Hanson.

## 6. CONSENT AGENDA

Councilor Haynes requested that item 6.i. be removed from the Consent Agenda. Councilor Leavy made a motion to adopt the Consent Agenda, which consists of items 6.a. through 6.h. Councilor Luebke seconded, and the motion carried that the Consent Agenda be accepted, approved, adopted, or referred and acted upon as required by state and local codes by a vote of 7-0.

- a. The **Minutes** of the Regular Meeting of July 15, 2013 and the Special Meeting of July 24, 2013 was approved.
- b. The application for a **Conditional Use Permit** to allow a Residential Care Apartment Complex in a C-1, Office District, for the property located at 2157 Schuster Drive, was referred to the Plan Commission. File 8543
- c. The application for a **Conditional Use Permit** to allow a drive-through use, outdoor seating area, and indoor alcohol sales in a C-2, Neighborhood Commercial District, for the property located at 2777 Milwaukee Road, was referred to the Plan Commission. File 7832
- d. The application for a **Conditional Use Permit** to allow indoor alcohol sales in a C-2, Neighborhood Commercial District, for the property located at 946 Wisconsin Avenue, was referred to the Plan Commission. File 8604
- e. The application for **Class "B" Beer and "Class C" Wine License** for Jesus Garcia, d/b/a Restaurant La Fuente, 946 Wisconsin Avenue was referred to the ABLCC. File 8590
- f. The resolution awarding **Public Works Contract C13-07**, Street Resurfacing, was adopted. File 8605
- g. The resolution awarding **Public Works Contract C13-15**, Ute Court Standpipe Repainting, was adopted. File 8606
- h. The resolution awarding **Public Works Contract C13-14**, Shirland Avenue Bridge Seal, was adopted. File 8607
- i. Public Works Director Gregory Boysen introduced Operations Director Chris Walsh. Ms. Walsh presented a resolution approving **Contract for Sale/Purchase** of Clean Mixed Paper between the City of Beloit and Beloit Box Board Company, Inc. Ms. Walsh indicated that this 10-year contract is a win for the City and a win for Beloit Box Board Company. Councilor Luebke said that he likes that this contract is going to a local company. Councilor Spreitzer asked if this contract would have any impact on the possibility of automated collection in the future, and Ms. Walsh indicated that recycling would not be part of any automated refuse collection program. Councilor Luebke made a motion to adopt the resolution, and Councilor De Forest seconded. The motion carried 7-0. File 7581

## 7. ORDINANCES

- a. Mr. Arft presented a proposed Ordinance to repeal and recreate section 1.04 of the Code of General Ordinances of the City of Beloit relating to certain **Residency Requirements** for certain Municipal employees. Mr. Arft explained that, due to a change in state law, the City can no longer enforce any residency requirement and that he is recommending that the existing ordinance be repealed. He stated that the City will continue to stress the importance of residency to new hires and persuade employees to live in the City. Councilor Spreitzer made a motion to suspend the rules and offer a second reading of the ordinance. Councilor Leavy seconded, and the motion carried 7-0. Councilor De Forest requested that the City Council receive an annual report of the residency status of top managers, and Mr. Arft indicated that he would provide that during the annual budget process. On the merits of the ordinance, Councilor Van De Bogart made a motion to enact. Councilor Leavy seconded, and the motion carried 7-0. File 6543 Ordinance 3495

## 8. APPOINTMENTS – none

## 9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor De Forest said that the Wisconsin Department of Transportation is looking for input on the process and impact of the I-39/90 expansion project and that she has been lobbying for a construction training site to be located in Beloit. She said that there will be a bone marrow typing drive on August 17<sup>th</sup> from 10 a.m. to 3 p.m. at the Merrill Community Center, which will allow individuals to determine their bone marrow type and be placed on the national registry.
- Councilor Van De Bogart encouraged the Council and the public to participate in National Night Out by bicycle.
- Councilor Kincaid said that it was a great weekend in Beloit. He said that he saw Councilor Luebke at the Beloit and Beyond bike ride.
- Councilor Luebke said that the previous weekend was a fantastic one to be in Beloit due to the Street Dance, the bike ride, the farmers market, and the weather.
- Councilor Spreitzer encouraged the public to participate in National Night Out on August 6<sup>th</sup>.
- Councilor Leavy said that the Street Dance drew people from all over the area and said that resident should get out, drive around, and be amazed at the great things happening in Beloit.

## 10. CITY MANAGER'S PRESENTATION – none

## 11. REPORTS FROM BOARD AND CITY OFFICERS – none

12. At 7: 55 p.m., Councilor Leavy made a motion to adjourn the meeting, and Councilor Spreitzer seconded. The motion carried 7-0.

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Rebecca Houseman LeMire, City Clerk

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

Date approved by Council:

**RESOLUTION APPROVING A CLASS “B” BEER  
AND “CLASS C” WINE LICENSE**

**WHEREAS**, an application has been received for a Class “B” Beer and “Class C” Wine License for Jesus Garcia, d/b/a Restaurant La Fuente located at 946 Wisconsin Avenue;

**WHEREAS**, the Alcohol Beverage License Control Committee recommended approval of this Class “B” Beer and “Class C” Wine License for the 2013-2014 license year.

**NOW, THEREFORE, BE IT RESOLVED**, that the Class “B” Beer and “Class C” Wine License for Jesus Garcia, d/b/a Restaurant La Fuente, located at 946 Wisconsin Avenue, is hereby approved.

Dated this 19th day of August 2013.

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Charles M. Haynes, City Council President

ATTEST:

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Rebecca Houseman LeMire, City Clerk





**ALCOHOL BEVERAGE LICENSE CONTROL COMMITTEE  
RECOMMENDATION**

**TO:** Beloit City Council

**FROM:** Alcohol Beverage License Control Committee

**DATE:** August 13, 2013

**SUBJECT: Class "B" Beer and "Class C" Wine License, Jesus Garcia**

The Alcohol Beverage License Control Committee recommends the Beloit City Council approve the application of Jesus Garcia d/b/a Restaurant La Fuente, 946 Wisconsin Avenue.

Motion carried 5-0.

Rebecca Houseman LeMire  
City Clerk

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning June 1 20 13 ;  
ending June 30 20 14 ;

Applicant's Wisconsin Seller's Permit Number: <u>456 102818037802</u>	
Federal Employer Identification Number (FEIN): <u>46 2916499</u>	
LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input checked="" type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>50.00</u> <i>Per 6/29</i>
<b>TOTAL FEE</b>	\$

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

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

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

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

2. Name (Individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Jesus Garcia

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

Title	Name	Home Address	Post Office & Zip Code
President/Member			
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent ▶	<u>N/A</u>		
Directors/Managers			

3. Trade Name ▶ RESTAURANT LA FUENTE Business Phone Number (608) 362-80-22  
4. Address of Premises ▶ 946 WISCONSIN AV! Post Office & Zip Code ▶ 53511

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol, beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) (See map) Main Floor, Kitchen, Basement Storage

10. Legal description (omit if street address is given above): 946 Wisconsin Ave Beloit WI 53511  
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No  
(b) If yes, under what name was license issued?  
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]  Yes  No  
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776]  Yes  No  
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

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

## SUBSCRIBED AND SWORN TO BEFORE ME

this 28th day of June, 20 13

Shelly A. Kuhl  
(Clerk/Notary Public)

My commission expires May 15, 2016

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

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

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

## TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	<u>6/29/13</u>	Date reported to council/board	<u>7/15/13</u>	Date provisional license issued	<u>N/A</u>	Signature of Clerk / Deputy Clerk
Date license granted		Date license issued		License number issued	<u>N/A</u>	

Shelly A. Kuhl  
Wisconsin Department of Revenue

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) Garcia		(first name) Jesus		(middle name)	
Home Address (street/route) 946 1/2 Wisconsin North		Post Office	City Beloit	State WI	Zip Code 53511
Home Phone Number 773 294 3591		Age	Date of Birth	Place of Birth MEXICO	

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

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

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 01-01-13
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
If yes, identify. \_\_\_\_\_  
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
If yes, identify. N/A  
(Name of Wholesale Licensee, or Permittee) (Address By City and County)

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

Employer's Name RESTAURANT LA FUENTE	Employer's Address 946 WISCONSIN AV.	Employed From 01-18-13	To Present
Employer's Name LA FUENTE	Employer's Address 3640 W. 59 ST.	Employed From 01-01-2002	To 01-18-13

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

Subscribed and sworn to before me

this 28th day of June, 2013  
Shelly Kuhl  
(Clerk/Notary Public)

Jesús García  
(Signature of Named Individual)

My commission expires May 15, 2016



Printed on Recycled Paper

Wisconsin Department of Revenue

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

**WHEREAS**, the agent of record for, Wal-Mart Stores East, LP, d/b/a Wal-Mart Supercenter #2532, located at 2785 Milwaukee Road is Scott Greschner; and

**WHEREAS**, Wal-Mart Stores, LP, has requested and the Alcohol Beverage License Control Committee has recommended that the agent be changed to Michael A. Lane, Jr.

**NOW, THEREFORE, IT IS RESOLVED** that the new agent for Wal-Mart Stores East, LP, d/b/a Wal-Mart Supercenter #2532, located at 2785 Milwaukee Road is Michael A. Lane, Jr.

Dated this 19th day of August 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:** August 13, 2013  
**SUBJECT:** **Change of Agent for Wal-Mart #2532**

The Alcohol Beverage License Control Committee recommends the Beloit City Council approve the Change of Agent at Wal-Mart #2532, 2785 Milwaukee Road from Scott Greschner to Michael A. Lane, Jr.

Motion carried 5-0

Rebecca Houseman LeMire  
City Clerk

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

Submit to municipal clerk.

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

To the governing body of:  Town  Village of BELOIT County of ROCK  
 City

The undersigned duly authorized officer(s)/members/managers of WAL-MART STORES EAST, LP  
(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 WAL-MART SUPERCENTER #2532  
(trade name)

located at 2785 MILWAUKEE ROAD, BELOIT, WI 53511

appoints MICHAEL A. LANE, JR.  
(name of appointed agent)

773 OAK STREET, NEENAH, WI 54956  
(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?

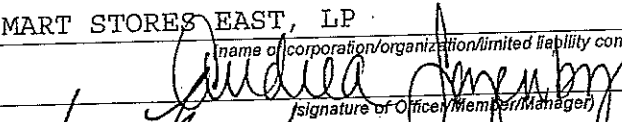
Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

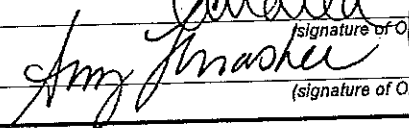
Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 5+ YEARS

Place of residence last year 773 OAK STREET, NEENAH, WI 54956

For: WAL-MART STORES EAST, LP  
(name of corporation/organization/limited liability company)

By:   
(signature of Officer/Member/Manager)

And:   
(signature of Officer/Member/Manager)

**ACCEPTANCE BY AGENT**

I, MICHAEL A. LANE, JR., 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.

See next page (signature of agent) (date) Agent's age \_\_\_\_\_  
773 OAK STREET, NEENAH, WI 54956 (home address of agent) Date of birth \_\_\_\_\_

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

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

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

### 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 WAL-MART STORES EAST, LP  
(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 WAL-MART SUPERCENTER #2532  
(trade name)

located at 2785 MILWAUKEE ROAD, BELOIT, WI 53511

appoints MICHAEL A. LANE, JR.  
(name of appointed agent)

773 OAK STREET, NEENAH, WI 54956  
(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? 5+ YEARS

Place of residence last year 773 OAK STREET, NEENAH, WI 54956

For: WAL-MART STORES EAST, LP  
(name of corporation/organization/limited liability company)

By: See previous page  
(signature of Officer/Member/Manager)

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

#### ACCEPTANCE BY AGENT

I, MICHAEL A. LANE, JR., hereby accept this appointment as agent for the  
(print/type agent's name)

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

[Signature] 7/2/13 Agent's age \_\_\_\_\_  
(signature of agent) (date)

773 OAK STREET, NEENAH, WI 54956 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 clerk, village president, police chief)

**AUXILIARY QUESTIONNAIRE  
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
LANE, JR.		MICHAEL		AARON	
Home Address (street/route)		Post Office	City	State	Zip Code
773 OAK STREET			NEENAH	WI	54956
Home Phone Number		Age	Date of Birth	Place of Birth	
				SANDUSKY, OHIO	

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- AGENT** of WAL-MART STORES EAST, LP  
(Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 5+ YEARS
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
If yes, identify: \_\_\_\_\_  
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employee 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 License or Permit) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
WALMART #2828	3355 S 27TH STREET, MILWAUKEE	01/12/2013	07/01/2013
WALMART #2986	1155 W WINNECONNE, NEENAH	09/01/2009	01/12/2013

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

Subscribed and sworn to before me

this 26 day of July

Chessa M. Hoir  
(Check/Notary Public)

My commission expires 8/4/13



[Signature]  
(Signature of Named Individual)



Wisconsin Department of Revenue





July 2, 2013

Judith A. Elson, Deputy City Clerk  
City of Beloit  
100 State Street - 2nd Floor  
Beloit, WI 53511

RE: Change of Agent for Walmart #2532

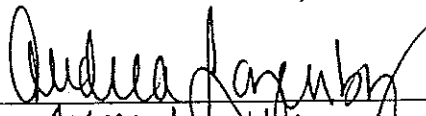
Dear Ms. Elson:

This letter is to notify the City of Beloit that there has been a change in management at Walmart #2532 located at 2785 Milwaukee Road in Beloit. As Scott Greschner, the agent for the Alcohol Beverage License, is no longer at this location, we are hereby appointing Michael A. Lane, Jr. as the new license agent for that location, effective immediately.

If you have any questions, please feel free to contact me.

Very truly yours,

WAL-MART STORES EAST, LP

By: 

Name: Andrea Wazany

Title: Assistant Secretary

Wal-Mart Stores East, LP

702 SW 8th Street, Dept 8916

Bentonville, AR 72716-0500

Phone: (479) 204-9973



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Planned Unit Development (PUD) - Master Land Use Plan Application for the property located at 1877 Madison Road – Council Referral to the Plan Commission

**Date:** August 19, 2013

**Presenter(s):** Julie Christensen

**Department:** Community Development

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**Overview/Background Information:**

Building Systems General Corp., on behalf of Woodman's Food Markets, Inc., has submitted an application for review and consideration of a Planned Unit Development (PUD) - Master Land Use Plan for the property located at 1877 Madison Road. A copy of the PUD - Master Land Use Plan is attached to this report.

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

- This proposed PUD – Master Land Use Plan involves the demolition of the existing gas station/carwash/quick lube facility, the demolition of an existing 34,000 square-foot warehouse, and the construction of a new gas station/carwash/quick lube facility at the southern end of the subject property near the intersection of Madison Road and Woodman Lane.
  - The existing Woodman's grocery store and warehouses are located on one zoning lot. The existing, detached gas station/carwash/quick lube facility is located on the same zoning lot, which is nonconforming. The PUD is necessary in order to construct a new, detached gas station/carwash/quick lube facility on the same lot as the other buildings.
  - The subject property is currently zoned C-3, Community Commercial. If the requested PUD – Master Land Use Plan is approved, the applicant will need to rezone the subject property to PUD and submit detailed site & architectural plans for Planning staff review and approval.
- 

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

- Consideration of this request supports Strategic Goal #5.
- 

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

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

**Action required/Recommendation:**

- Referral to the Plan Commission for the August 21, 2013 meeting
  - This item will most likely return to the City Council for a public hearing and possible action on September 3, 2013
- 

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

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**Attachments:** PUD – Master Land Use Plan and Application.



# CITY of BELOIT

## Planning & Building Services Division

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

### PUD - Master Land Use Plan Application

(Please Type or Print)

File Number: PUD-2013-01

1. Address of subject property: 1877 ~~1805~~ MADISON RD.

2. Legal description: \_\_\_\_\_  
If necessary attach a copy of the complete legal description.

3. Area of parcel in square feet or acres: 17.05 ACRES

4. Tax Parcel Number(s): 12810060

5. Owner of record: WOODHANS FOOD MARKET, INC Phone: 608-752-~~8774~~ 8382

2631 LIBERTY LANE JANESVILLE WI. 53545  
(Address) (City) (State) (Zip)

6. Applicant's Name: BUILDING SYSTEMS GENERAL CORP. - GARY FOX

5972 EXECUTIVE DR MADISON WI. 53719  
(Address) (City) (State) (Zip)

608-276-4400 / 608-575-7903 / GFOX@BSGC-WI.COM  
(Office Phone #) (Cell Phone #) (E-mail Address)

7. All existing use(s) on this property are: GROCERY STORE / DISTRIBUTION CENTER / GAS STATION / CAR WASH

8. The applicant requests review and approval of a PLANNED UNIT DEVELOPMENT /  
Master Land Use Plan: in a(n) C-3 Zoning District.

9. A Preapplication Conference was held on: APRIL 18, 2013

10. All the proposed use(s) for this property will be:  
Principal use(s): THOSE ALLOWED IN C-3  
Secondary use(s): GAS STATION / LUBE CENTER / CAR WASH

11. State how the proposed development differs from the type of development that would be permitted under the existing zoning regulations. IT ALLOWS THE GAS STATION / LUBE CENTER / CAR WASH TO BE BUILT ON THE SAME PARCEL

12. Describe how the proposed development provides greater benefits to the City of Beloit than an otherwise permitted development. WITHOUT THE PUD THE OWNER WOULD NOT BE ABLE TO EXPAND HIS EXISTING FACILITY AND EMPLOYMENT

Stk 7/29

13. Project timetable: Start date: SPRING 2014 Completion date: AUGUST 2014

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

- ( ) Owner
- ( ) Leasehold, length of lease: \_\_\_\_\_
- Contractual, nature of contract: CONSTRUCTION MANAGED
- ( ) Other, explain: \_\_\_\_\_

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

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

[Signature], Clint Woodman, 7-2-13  
 (Signature of Owner) (Print name) (Date)

[Signature], GARY W. FOX, 7/2/13  
 (Signature of Applicant, if different) (Print name) (Date)

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

This application must be submitted with one copy of a scaled drawing showing the layout of the proposed development in accordance with all code requirements, and the \$200.00 application fee. Applicants will also be charged a fee for mailing public notices at the rate of \$0.50 per notice. An invoice for this fee will be sent to the applicant and these costs are typically between \$5.00 and \$15.00.

To be completed by Planning Staff		
Filing fee: <u>\$200.00</u>	Amount paid: <u>\$200.00</u>	Meeting date: <u>Aug. 21, 2013</u>
No. of notices: _____	x mailing cost (\$0.50) = cost of mailing notices: \$ _____	
Application accepted by: <u>[Signature]</u>	Date: <u>7/8/13</u>	

**ORDINANCE NO.**

**AN ORDINANCE TO REPEAL PART I OF SECTION III AND TO CREATE PART J OF SECTION III OF THE INDEX OF SPECIAL LOCATIONS, SECTION 13.02 OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF BELOIT, RELATING TO PARKING OF VEHICLES ON THE NEAR SIDE OF HIGHWAYS ADJACENT TO SCHOOLHOUSES**

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

**Section 1.** Section 13.02 of the Code of General Ordinances of the City of Beloit, as it relates to Parking on the Near Side of Highways adjacent to Schoolhouses (Part I of Section III of the Index of Special Locations) is hereby repealed.

**Section 2.** Section 13.02 of the Code of General Ordinances of the City of Beloit, as it relates to Parking on the Near Side of Highways adjacent to Schoolhouses is hereby created as Part J of Section III of the Index of Special Locations as follows:

**“J. PARKING ON THE NEAR SIDE OF HIGHWAYS ADJACENT TO SCHOOLHOUSES**

(1) **Locations Where Parking is Allowed on the Near Side of a Through Highway Adjacent to a Schoolhouse.**

- (a) All Vehicles. A person may park a vehicle on the near side of a through highway adjacent to a schoolhouse during the hours of 7:30 a.m. to 4:30 p.m. on school days at the locations set forth below. ‘*Schoolhouse*’ shall have the meaning as provided in Chapter 346, Wisconsin Statutes.

**BROTHER DUTTON SCHOOL**

ST. LAWRENCE AVENUE                      North side between Eleventh Street and Hackett Street.

**CUNNINGHAM SCHOOL**

PORTLAND AVENUE                      North side between Ritscher Street and Townline Avenue.

- (b) School Buses and Group Daycare Vehicles. A person may park a school bus or a group daycare vehicle on the near side of a through highway adjacent to a schoolhouse during the hours of 7:30 a.m. to 4:30 p.m. on school days

at the locations set forth below. In this paragraph, the terms 'school bus' and 'group daycare vehicle' shall have the meanings prescribed by section 13.24 of the Code of General Ordinances of the City of Beloit. 'Schoolhouse' shall have the meaning as provided in Chapter 346, Wisconsin Statutes.

**GASTON SCHOOL**

MCKINLEY AVENUE West side between a point 80 feet south of the south curb of Forest Avenue and a point 230 feet south of that curb.

**ROOSEVELT SCHOOL**

KEELER AVENUE North side between a point 154 feet east of the east curb of Eaton Avenue and a point 336 feet east of that curb.

- (c) Vehicles with Disabled Parking Permits. A person may stop a vehicle displaying a special registration plate or special identification card identifying it as a vehicle used by a physically disabled person for the purpose of receiving or discharging passengers on the near side of a through highway adjacent to a schoolhouse during the hours of 7:30 a.m. to 4:30 p.m. on school days at the locations set forth below:

**GASTON SCHOOL**

MCKINLEY AVENUE West side between a point 80 feet south of the south curb of Forest Avenue and a point 230 feet south of that curb.

- (2) **Locations Where Parking is Allowed on the Near Side of a Non-through Highway Adjacent to a Schoolhouse.**

- (a) All Vehicles. A person may park a vehicle on the near side of a non-through highway adjacent to a schoolhouse during the hours of 7:30 a.m. to 4:30 p.m. on school days at the location set forth below. 'Schoolhouse' shall have the meaning as provided in Chapter 346, Wisconsin Statutes.

**CONVERSE SCHOOL**

WHIPPLE STREET North Side between Ritsher Street and Townline Avenue.

RITSHER STREET East side between Poff Street and Whipple Street.

- (b) School Buses and Group Daycare Vehicles. A person may park a school bus or a group daycare vehicle on the near side of a non-through highway adjacent to a schoolhouse during the hours of 7:30 a.m. to 4:30 p.m. on school days at the locations set forth below. In this paragraph, the terms 'school bus' and 'group daycare vehicle' shall have the meaning prescribed by section 13.24 of the Code of General Ordinances of the City of Beloit. 'Schoolhouse' shall have the meaning as provided in Chapter 346, Wisconsin Statutes.

**BURDGE SCHOOL**

OLYMPIAN BOULEVARD                      North side between a point 145 feet east of the east curb line of Vine Street and a point 260 feet east of that curb.

**CONVERSE SCHOOL**

TOWNLIN AVENUE                      West Side between a point 170 feet south of the south curb of Poff Street and a point 470 feet south of that curb.

**HACKETT SCHOOL**

LOCUST STREET                      South side between a point 190 feet east of the east curb of Eighth Street and a point 435 east of that curb.

**McLENEGAN SCHOOL**

SUNSHINE LANE                      East side between Elmwood Avenue and Post Road.

**MERRILL SCHOOL**

PORTER AVENUE                      West side from a point 170 feet north of the north curb of Copeland Avenue to a point 320 feet north of that curb.

**ROYCE SCHOOL**

TENTH STREET                      East side between the north curb of Liberty Avenue and a point 357 feet north of that curb.



**TODD SCHOOL**

OAKWOOD AVENUE                      North side between a point 336 feet east of the east curb of Milwaukee Road and a point 773 feet east of that curb.

(3) **Stopping and Standing Prohibited on the Near Side of Certain Non-through Highways Adjacent to Schoolhouses.**

- (a) Vehicles other than School Buses and Group Daycare Vehicles. The operator of a vehicle, other than a school bus or group daycare vehicle, may not stop, whether to receive or discharge passengers or otherwise, on the near side of the following non-through highways adjacent to schoolhouses between the hours of 7:30 a.m. and 4:30 p.m. on school days. The terms 'school bus' and 'group daycare vehicle' have the meaning prescribed by section 13.24 of the Code of General Ordinances of the City of Beloit. 'Schoolhouse' shall have the meaning as provided in Chapter 346, Wisconsin Statutes.

**BURDGE SCHOOL**

OLYMPIAN BOULEVARD                      North side between a point 145 feet east of the east curb line of Vine Street and a point 260 feet east of that curb.

**CONVERSE SCHOOL**

TOWNLIN AVENUE                      West Side between a point 170 feet south of the south curb of Poff Street and a point 470 feet south of that curb.

**HACKETT SCHOOL**

LOCUST STREET                      South side between a point 190 feet east of the east curb of Eighth Street and a point 435 east of that curb.

**McLENEGAN SCHOOL**

SUNSHINE LANE                      East side between Elmwood Avenue and Post Road.

**MERRILL SCHOOL**

PORTER AVENUE                      West side from a point 170 feet north of the north curb of Copeland Avenue to a point 320 feet north of that curb.

**ROYCE SCHOOL**

TENTH STREET                      East side between the north curb of Liberty Avenue and a point 357 feet north of that curb.

**TODD SCHOOL**

OAKWOOD AVENUE                      North side between a point 336 feet east of the east curb of Milwaukee Road and a point 773 feet east of that curb.

- (b) All Vehicles, including School Buses and Group Daycare Vehicles. No person may stop a vehicle, including a school bus or group daycare vehicle, whether to receive or discharge passengers or otherwise, on the near side of a non-through highway adjacent to a schoolhouse between the hours of 7:30 a.m. and 4:30 p.m. on school days at the following locations. In this paragraph, the terms ‘school bus’ and ‘group daycare vehicle’ shall have the meaning prescribed by section 13.24 of the Code of General Ordinances of the City of Beloit. ‘Schoolhouse’ shall have the meaning as provided in Chapter 346, Wisconsin Statutes.

**CONVERSE SCHOOL**

TOWNLIN AVENUE                      West side from the north curb of Whipple Street to a point 490 feet north of that curb.

**CUNNINGHAM SCHOOL**

MERRILL STREET                      South side between Ritscher Street and Townline Avenue.

RITSHER STREET                      East side between Merrill Street and Portland Avenue.

**GASTON SCHOOL**

FOREST AVENUE                      South side between the west curb of McKinley Avenue and a point 269 feet west of that curb.

WEST GRAND AVENUE North side between the west curb of McKinley Avenue and a point 316 feet west of that curb.

**MERRILL SCHOOL**

COPELAND AVENUE North side between Porter Avenue and Nelson Avenue.

**MORGAN SCHOOL**

LEE LANE East side between the north curb of Milwaukee Road and a point 569 feet north of that curb.

**ROBINSON SCHOOL**

ROBINSON DRIVE Both sides between the north curb of Cranston Road and a point 135 feet north of that curb.”

**TODD SCHOOL**

COLLEY ROAD South side from a point 120 feet east of the east curb of Milwaukee Road to a point 625 east of that curb.”

**Section 3. This ordinance shall be in force and take effect upon passage and publication.**

Adopted this 19th day of August 2013.

**BELOIT CITY COUNCIL**

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

ATTEST:

\_\_\_\_\_  
Rebecca Houseman LeMire, City Clerk

PUBLISHED:

EFFECTIVE DATE:

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

tdh/ordinances/13.02 (Schoolhouse parking) = ORD 130807 (13-1179)

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL



**Topic:** Ordinance to repeal and create portions of section III of the Index of Special Locations related to the parking of vehicles on the near side of highways adjacent to schoolhouses.

**Date:** August 19, 2013

**Presenter(s):** Greg Boysen

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

---

### Overview/Background Information:

A request was made by Janelle Marotz, the Executive Director of Business Services at the School District of Beloit to make the changes.

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### Key Issues (maximum of 5):

1. The Traffic Review Committee reviewed these requests during the June 24 and July 22, 2013 meetings. The Committee voted unanimously (at both meetings) in favor of making the changes necessary to accommodate the new layouts of the school sites.
2. The majority of the changes in the ordinance are related to changes at the school sites of Converse, Cunningham, Hackett, Merrill, Robinson, and Todd. Future changes may be necessary as the final site plans are completed for the remaining schools, the new SE intermediate school or school closings.
3. The School District is in the process of completing a \$70 million renovation to a number of the existing school buildings. At the majority of these sites, new and/or expanded parking lots with pick-up/drop-off lanes, new bus lanes and changes to the pedestrian movements will take place. As a result, updates to the ordinance related to parking on the near side of highways adjacent to schoolhouses are required.
4. The following highlights some of the changes:

Converse: Expansion of parking lot along Poff Street, new bus lane along Townline Avenue, on-street parking allowed on Ritscher Street and Whipple Street.

Cunningham: New parking lots (Townline Avenue and Merrill Street), new pick-up/drop-off lanes in each parking lot, on-street parking allowed on Portland Avenue and Ritscher Street

Hackett: New parking lot along Eighth Street, new bus lane along Locust (change in direction of Locust), on-street parking not allowed adjacent to school property.

Merrill: New parking lot along Nelson Avenue, new bus lane along Porter Avenue, removal of bus lane along Copeland Avenue, on-street parking not allowed adjacent to school property.

Robinson: Expanded parking lot on east side of school, bus pick-up/drop-off lane continues around school, removal of bus lane along Cranston Road, on-street parking not allowed adjacent to school and on a portion of Robinson Drive.

Todd: New parking lot along Colley Road and on east side of school, expanded bus pick-up/drop-off zone along Oakwood Avenue, on-street parking not allowed adjacent to school property.

---

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

1. Develop a high quality community through the responsible stewardship and enhancement of City resources to further Beloit's resurgence as a gem of the Rock River Valley.

---

### 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**  
Improves the safety and traffic flow in the areas around these schools. Also allows the parking lots, pick-up/drop-off lanes, and bus lanes to function properly

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

**Action required/Recommendation:**

The Engineering Division recommends accepting the changes to repeal Part I and create Part J of Section III of the Index of Special Locations relating to the parking of vehicles on the near side of highways adjacent to schoolhouses.

**Fiscal Note/Budget Impact:**

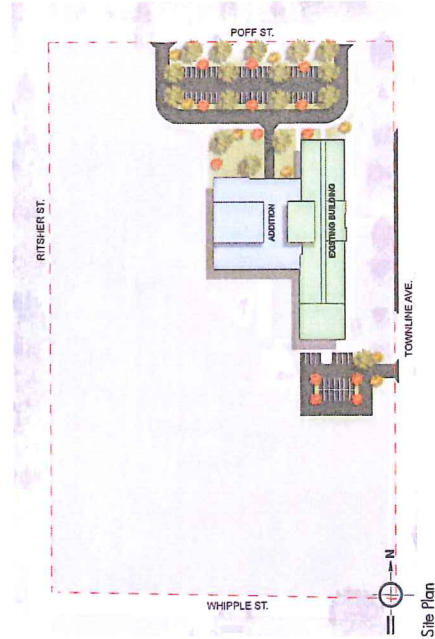
City staff will be responsible for the purchase, installation or removal of the signs associated with the changes.

# Converse Elementary School

## District Wide Facility Solution

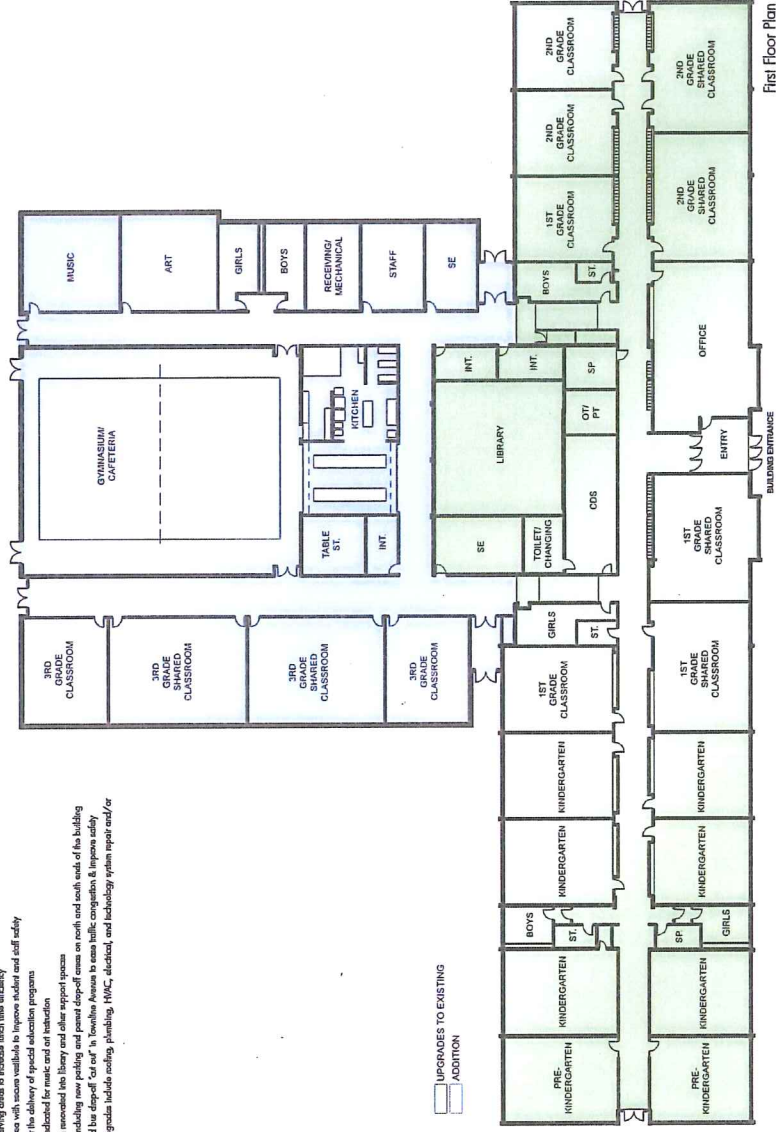
WEST SIDE SCHOOLS	Current Use	Capacity	Building	Renovation	Address	Project Cost
Converse Elementary	PreK-Kindergarten - 3rd Grade	468	15,800 square feet	11,800 square feet	24,000 square feet	\$ 5,600,000
Madill Elementary	Kindergarten - 3rd Grade	324	15,500 square feet	15,400 square feet	20,000 square feet	\$ 4,200,000
North Elementary	Kindergarten - 3rd Grade	468	26,400 square feet	7,600 square feet	30,000 square feet	\$ 1,100,000
Convergence Intermediate	4th - 5th Grade	600	21,000 square feet	8,100 square feet	75,000 square feet	\$ 14,600,000
Albion Intermediate	4th - 5th Grade	700	-	-	-	-
Bayou Elementary	4th - 5th Grade	-	-	-	-	-
Washington Center	4th - 5th Grade	-	-	-	-	-
Bayou Elementary	6th - 8th Grade	-	-	-	-	-
Washington Center	6th - 8th Grade	-	-	-	-	-
EAST SIDE SCHOOLS	Current Use	Capacity	Building	Renovation	Address	Project Cost
Madill Elementary	PreK-Kindergarten - 3rd Grade	324	22,000 square feet	8,050 square feet	19,000 square feet	\$ 4,400,000
North Elementary	Kindergarten - 3rd Grade	468	18,200 square feet	12,250 square feet	25,200 square feet	\$ 5,600,000
York Elementary	PreK-Kindergarten - 3rd Grade	468	21,200 square feet	12,000 square feet	29,000 square feet	\$ 6,000,000
New Southeast Intermediate	4th - 5th Grade	600	-	-	-	-
Albion Intermediate	4th - 5th Grade	700	-	-	-	-
Edith Administration Center	Administration Office	-	-	-	-	-
Madison Elementary	Child Use or Chaper / Sdk	-	-	-	-	-
Madison Elementary	Child Use or Chaper / Sdk	-	-	-	-	-
North Elementary	Child Use or Chaper / Sdk	-	-	-	-	-
Wright Elementary	Child Use or Chaper / Sdk	-	-	-	-	-
BEIGHT MEMORIAL HIGH SCHOOL	N/A (Used)	-	-	-	-	-
BEIGHT MEMORIAL HIGH SCHOOL	Building	-	-	-	7,000 square feet	\$ 7,000,000

Shading pool addition, arrows indicate pool to be removed, & new fence construction



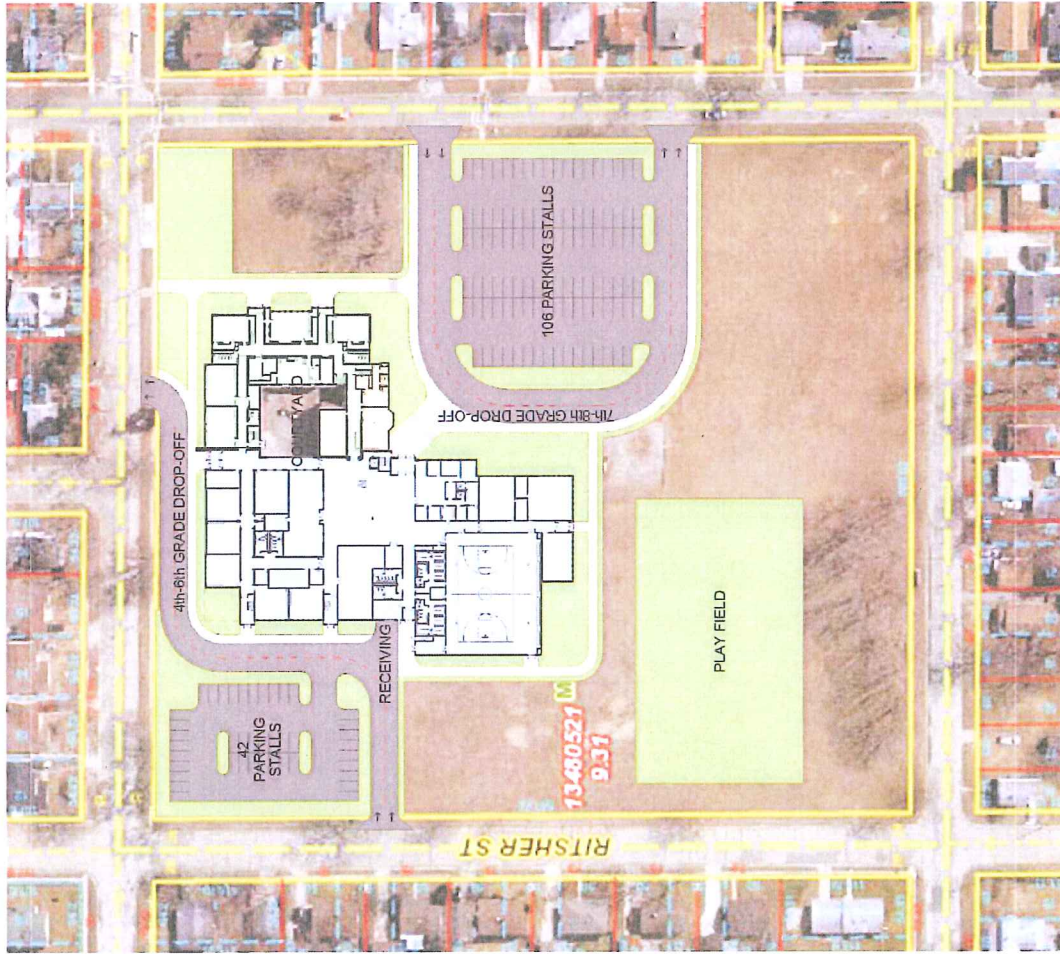
## Converse Upgrades at a Glance

- Opened in 1951, addition in 1980
- PreK-Kindergarten through 3rd grade school with actual capacity for 468 students
- New and renovated classrooms that allow for flexible teaching options
- New multipurpose gymnasium / cafeteria to provide space for physical education, lunch time seating, and large group presentations
- New fabric and seating areas to increase lunch line efficiency
- Renovated office area with new furniture to improve student and staff safety
- New staff space for library & physical education programs
- New administration classroom for library and other support spaces
- Existing gymnasium including new parking and general drop-off space on north end south end of the building
- 53% increase in parking spaces
- Combined drop-off bus drop-off "cut out" to increase access to area traffic congestion & improve safety
- Existing building upgrades include seating, plumbing, HVAC, electrical, and technology system repair and/or replacement



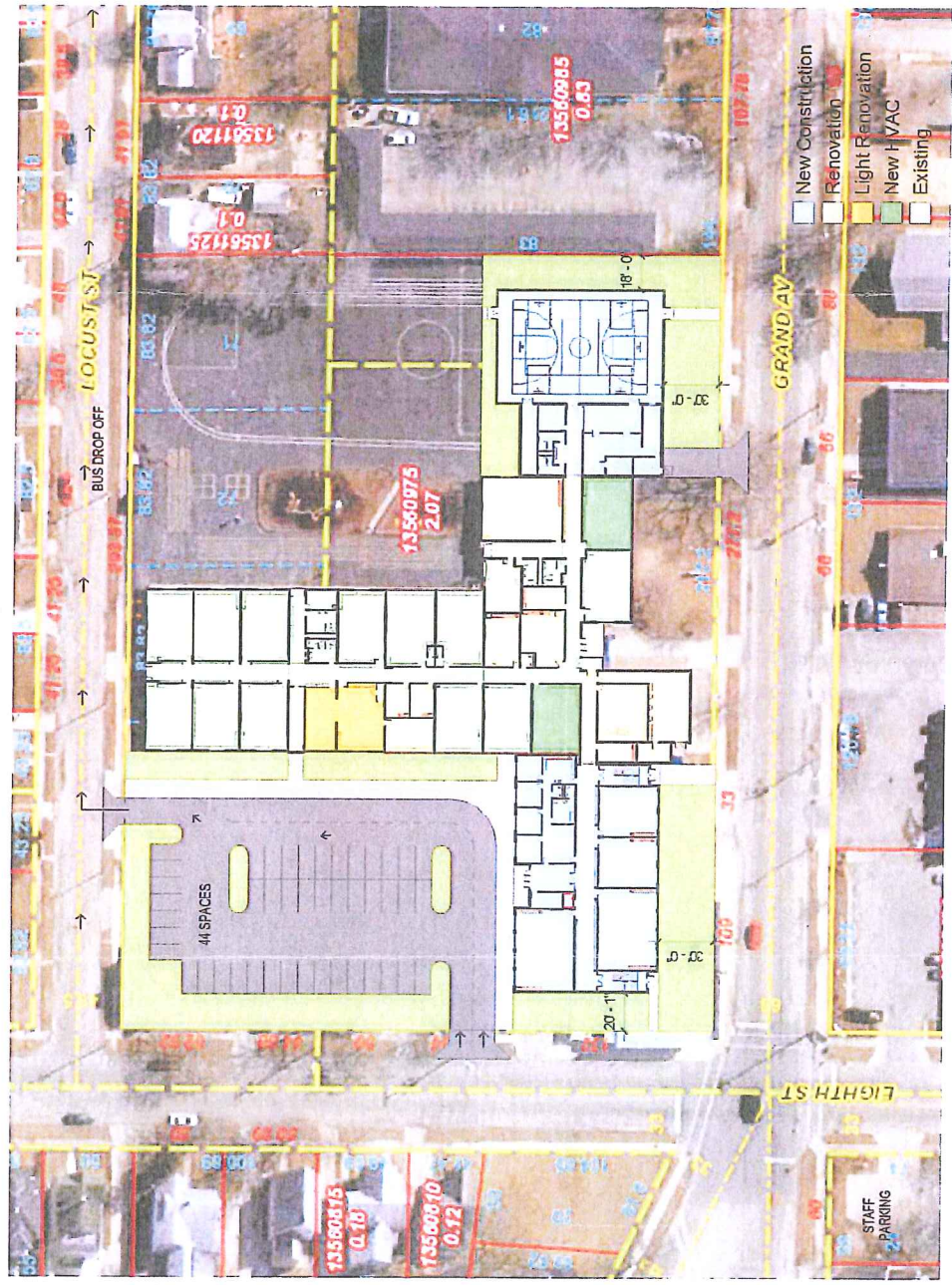
# VOTE | Tuesday April 3, 2012

thinkingbeyondnow  
School District of Beloit



*Proposed Site Plan*  
 Scale: 1" = 100'-0"

Cunningham Intermediate School  
 910 Townline Avenue, Beloit, WI 53511  
 November 5, 2012  
 © 2012 Bray-Associates Architects, Inc.

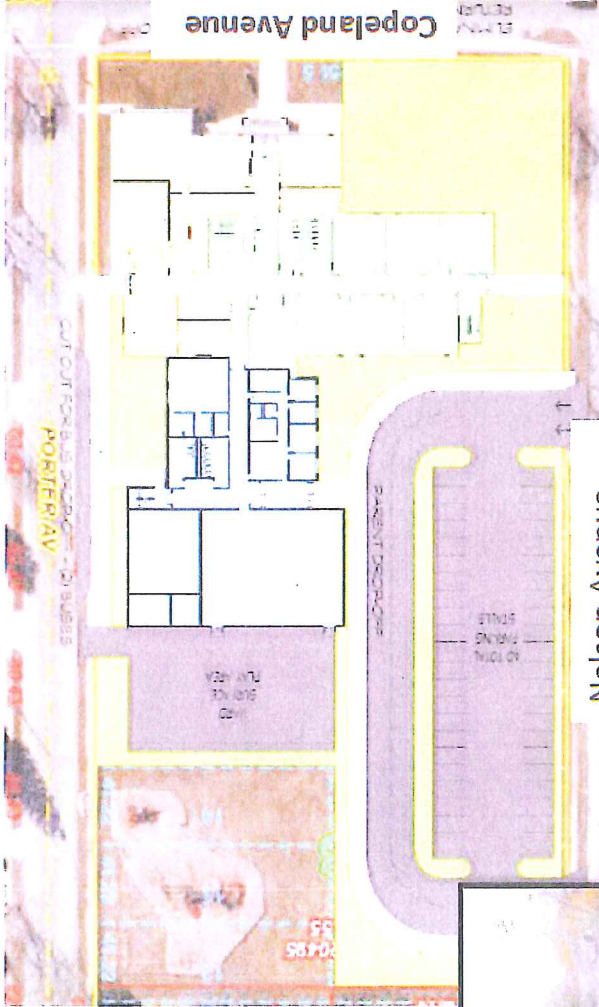
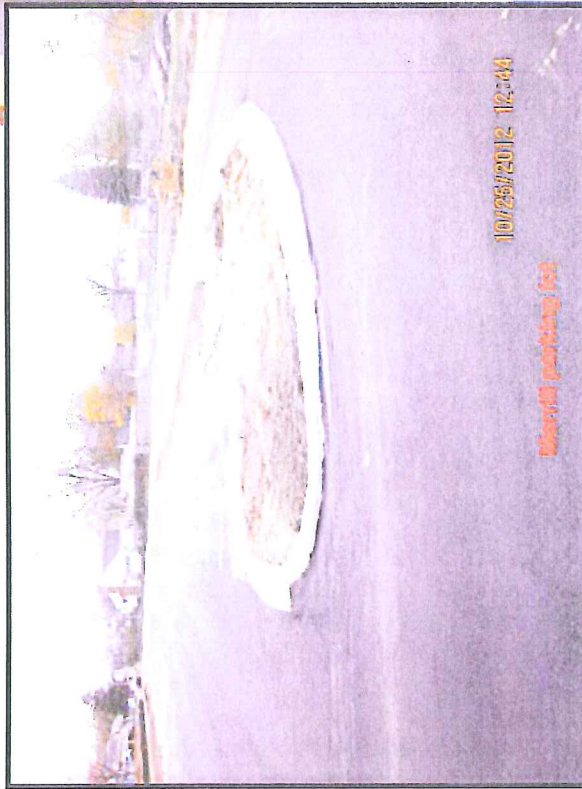


Site Plan (6 Track Option)  
Scale: 1" = 60'-0"

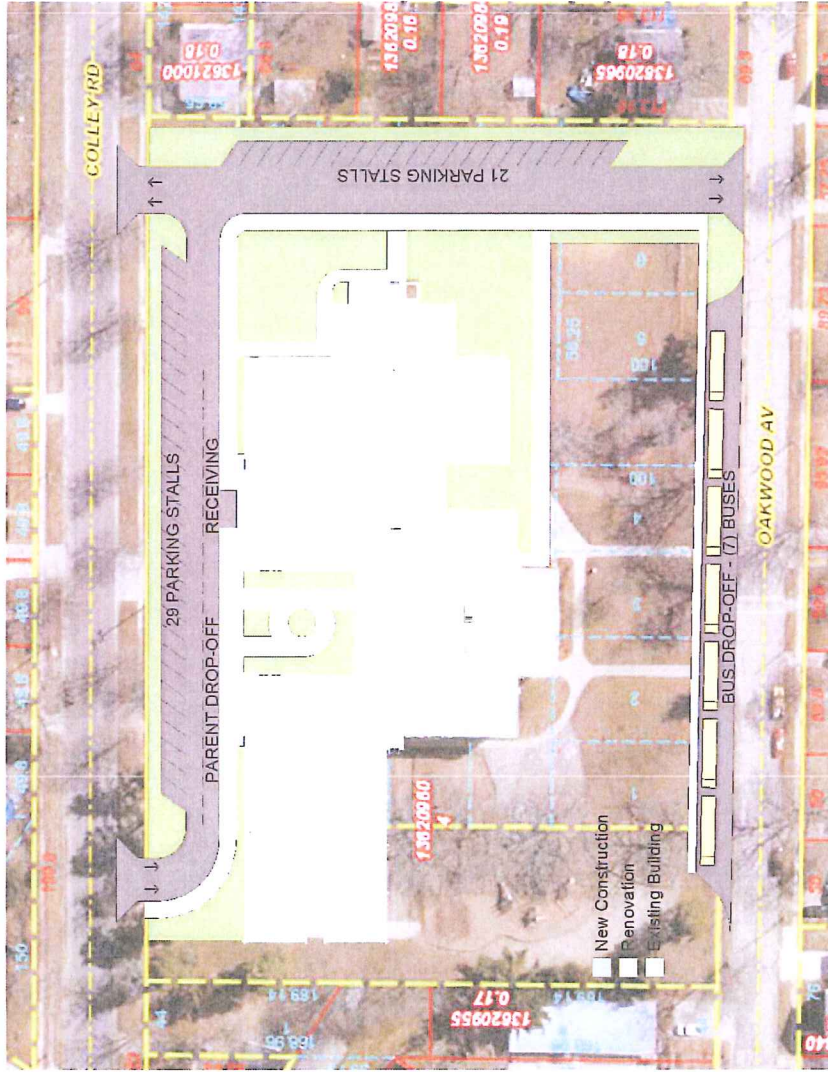
Hackett Elementary School  
533 West Grand Avenue, Beloit, WI 53511  
November 2, 2012  
© 2011 Bray/Associates Architects, Inc.



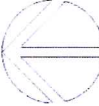
# MERRILL







bray  
architects  
and foundation  
Project #: 3064



North

## Proposed Site Plan Overlay (6-Track)

Scale: 1" = 60'-0"

School District of Beloit - Todd Elementary  
1621 Oakwood Ave. Beloit, WI 53511

October 22, 2012  
© 2012 Bray Architects Architects, Inc.

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

**AN ORDINANCE TO REMOVE LOADING ZONE DESIGNATIONS  
ALONG POFF STREET AND TOWNLINE AVENUE  
NEAR CONVERSE SCHOOL**

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

**Section 1:** Section 13.02 of the Code of General Ordinances of the City of Beloit, Rock County, Wisconsin, is hereby amended by removing from Section IV, Index of Special Locations, Loading And Unloading Zones, the following:

Poff Street – Townline Avenue to 238' west of Townline Avenue – SOUTH SIDE

Townline Avenue – From a point fifty feet north of the north curb line of Whipple Street to a point fifty feet south of the south sidewalk from the school building (7:30 a.m. to 4:30 p.m.) – WEST SIDE

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

Adopted this 19th day of August 2013.

**BELOIT CITY COUNCIL:**

**By:** \_\_\_\_\_  
**Charles M. Haynes, Council 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:** Ordinance to remove the loading zone designations along Poff Street and Townline Avenue near Converse school.

**Date:** August 19, 2013

**Presenter(s):** Greg Boysen

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

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**Overview/Background Information:**

A request was made by the School District of Beloit to make the changes necessary to accommodate the new layout of the school.

---

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

1. The Traffic Review Committee reviewed this request during the June 24, 2013 meeting. The Committee voted (6-0) in favor of removing the loading zones along Poff Street and Townline Avenue.
2. The School District is in the process of completing a \$70 million dollar renovation to a number of the existing school buildings/sites.
3. The expansion of the building at Converse, along with the addition of a parking lot and new location for the bus pick-up/drop-off requires changes to both Poff and Townline.
4. The new bus pick-up/drop-off lane will be located on the west side of Townline Avenue and a new off street parking area (including a pick-up/drop-off lane) will be added to the north side of the school.
5. With the addition of the bus lane and the changes to the parking area, the existing loading zones are no longer desired. The removal of these loading zones will allow for better traffic flow and ease the congestion along Poff and Townline.

---

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

1. Develop a high quality community through the responsible stewardship and enhancement of City resources to further Beloit's resurgence as a gem of the Rock River Valley.

---

**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  
Improves the safety and traffic flow in the area of the school and allows the parking lot and bus pick-up/drop-off to function properly.

---

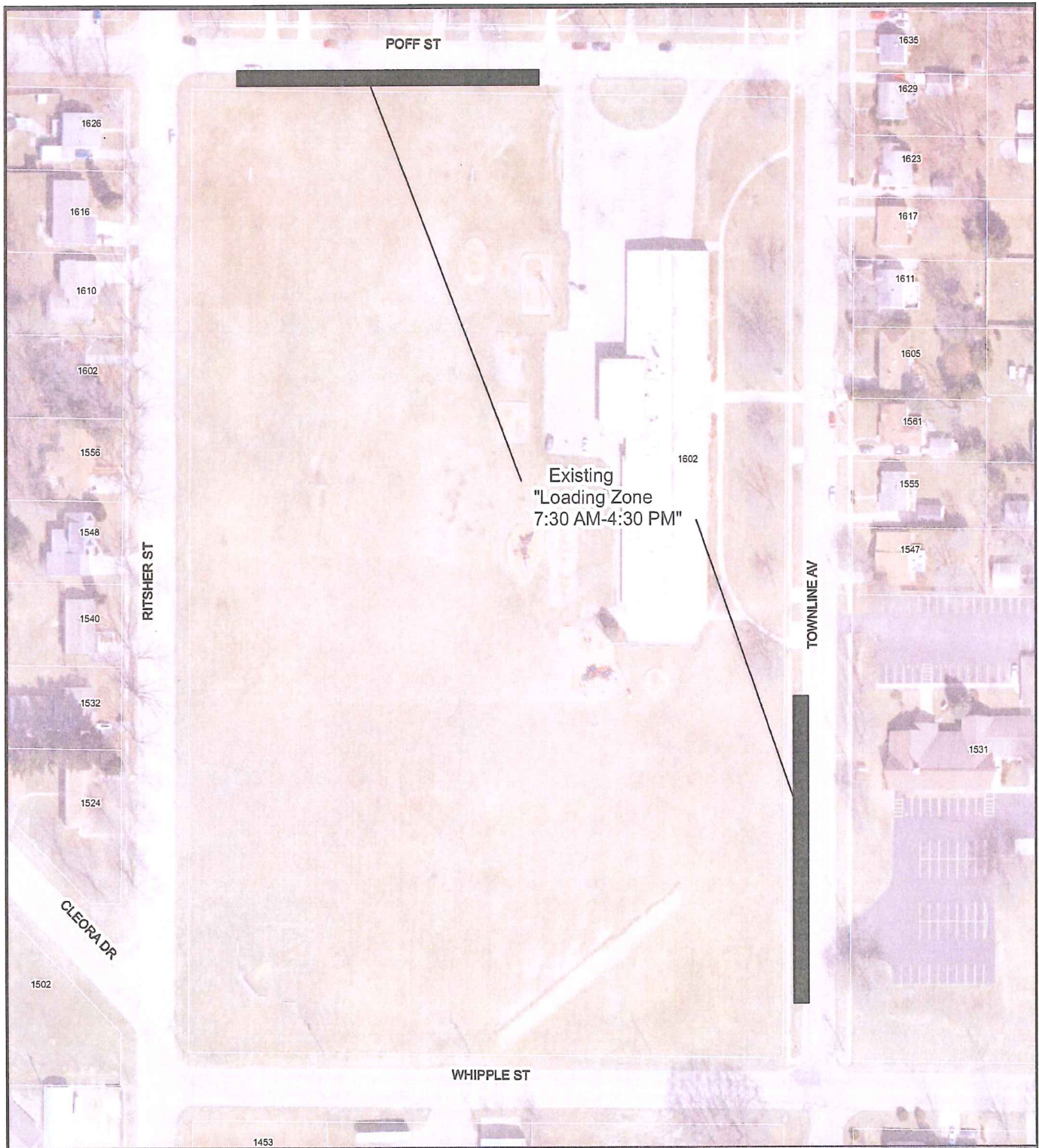
**Action required/Recommendation:**

The Engineering Division recommends removing the loading zones on the south side of Poff Street and on the west side of Townline Avenue adjacent to Converse School.

---

**Fiscal Note/Budget Impact:**

City staff will be responsible for the removal of the signs associated with the change.



## CONVERSE SCHOOL LOADING ZONES



City of  
**BELOIT, Wisconsin**



LOCATION: Poff and Townline

CITY OF BELOIT, WISCONSIN

SCALE: None

DRAWN BY: JRD (2013)

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

**AN ORDINANCE TO REMOVE 2-HOUR PARKING  
RESTRICTIONS IN THE HERITAGE VIEW PARKING LOT**

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

**Section 1:** Section 13.02 of the Code of General Ordinances of the City of Beloit, Rock County, Wisconsin, is hereby amended by removing from Section I(C), Index of Special Locations, Downtown Parking Time Limits, (2-Hour Parking Zones), the following:

Heritage View Lot – 23 parking stalls located immediately in front of the future tenant’s storefront.

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

Adopted this 19th day of August 2013.

**BELOIT CITY COUNCIL:**

**By:** \_\_\_\_\_  
**Charles M. Haynes, Council 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:** Ordinance to remove the 2-hour parking time limit in front of Heritage View (604 Pleasant Street)

**Date:** August 19, 2013

**Presenter(s):** Greg Boysen

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

---

### Overview/Background Information:

A request was made by Dave Luebke, Vice President-Midwest of Hendricks Commercial Properties to remove the 2-hour parking time limit to better accommodate current/future businesses.

---

### Key Issues (maximum of 5):

1. The Traffic Review Committee reviewed this request during the June 24, 2013 meeting. The Committee voted (6-0) in favor of removing the 2-hour parking time limit in front of Heritage View.
2. The building at 604 Pleasant Street is privately owned however, the parking is public and owned by the City of Beloit. The building contains businesses of the first floor and housing on the upper floors.
3. The 2-hour parking time limit was established in 2006 and is related to the businesses on the first floor.
4. The customers for the business in 2006 (coffee shop, sub-shop, etc.) were more conducive for a 2-hour time limit.
5. The new businesses in 2013 (law offices, financial services, etc.) would like to remove the time limit to better serve their clientele.

---

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

1. Develop a high quality community through the responsible stewardship and enhancement of City resources to further Beloit's resurgence as a gem of the Rock River Valley.

---

### 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:

The Engineering Division recommends removing the 2-hour parking time limits for the 23 stalls in front of Heritage View (604 Pleasant Street).

---

### Fiscal Note/Budget Impact:

City staff will be responsible for the removal of the signs associated with the change.



## Dupuis, Jason

---

**From:** David Luebke <David.Luebke@hendricksgroup.net>  
**Sent:** Friday, July 12, 2013 3:35 PM  
**To:** Dupuis, Jason  
**Subject:** 604 Pleasant Street - Heritage View - Request to Remove 2 Hour Parking Restrictions  
**Attachments:** Heritage View - Storefront Parking.pdf

Hi Jason,

As discussed, I would like to request the City remove the two (2) hour parking restriction that currently exists along the front row parking directly in front of the storefronts of Heritage View (see attached aerial image).

The existing businesses (law offices and financial services), and potential future business (spa and salon), do not have a need for this restriction, and prefer not to have it.

Please call or email anytime with questions or if I can assist in any way.

Sincerely,  
Dave Luebke



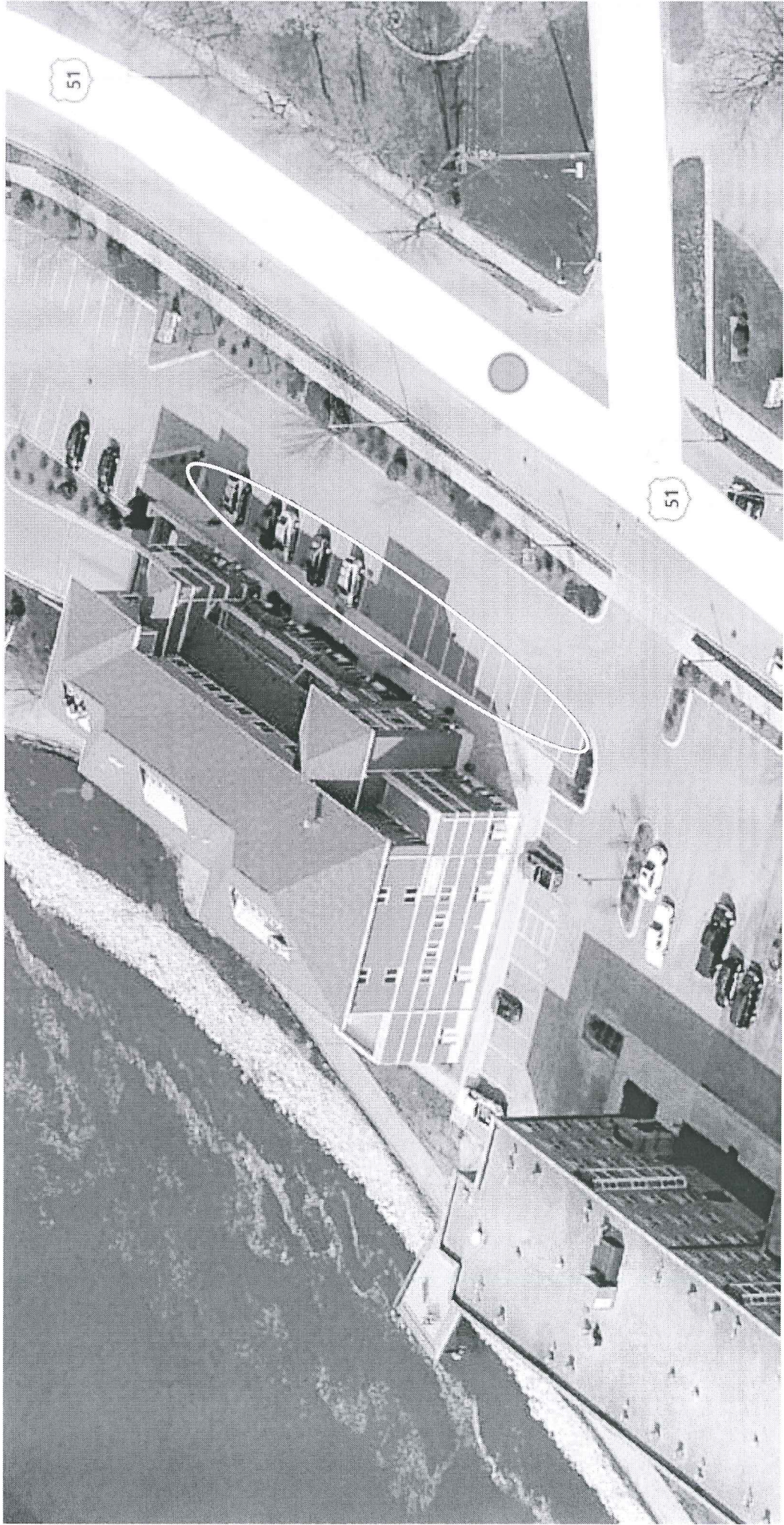
HENDRICKS  
COMMERCIAL  
PROPERTIES

David Luebke, CCIM  
Vice President - Midwest

HENDRICKS COMMERCIAL PROPERTIES  
655 Third Street, Suite 301  
Beloit, Wisconsin 53511  
[www.hendrickscommercial.com](http://www.hendrickscommercial.com)

D: 608.361.6620 | C: 608.207.5024

Heritage View – 604 Pleasant Street, Beloit, WI



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

**AN ORDINANCE CHANGING THE ONE-WAY TRAVEL DIRECTION  
ON LOCUST STREET BETWEEN EIGHTH STREET  
AND BLUFF STREET FROM WESTBOUND TO EASTBOUND**

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

**Section 1:** Section 13.02 of the Code of General Ordinances of the City of Beloit, Rock County, Wisconsin, is hereby amended by removing from Section VII, Index of Special Locations, One-Way Streets and Alleys, the following:

Locust Street – Bluff Street to Eighth Street – WEST

**Section 2:** Section 13.02 of the Code of General Ordinances of the City of Beloit, Rock County, Wisconsin, is hereby amended by adding to Section VII, Index of Special Locations, One-Way Street and Alleys, the following:

Locust Street – Eighth Street to Bluff Street - EAST

**Section 3:** This ordinance shall take effect and be in force upon its passage and publication.

Adopted this 19th day of August 2013.

**BELOIT CITY COUNCIL:**

**By:** \_\_\_\_\_  
Charles M. Haynes, Council 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:** Ordinance to change the direction of one-way travel on Locust Street from Westbound to Eastbound.

**Date:** August 19, 2013

**Presenter(s):** Greg Boysen

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

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### Overview/Background Information:

A request was made by Janelle Marotz, the Executive Director of Business Services at the School District of Beloit for the change.

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### Key Issues (maximum of 5):

1. The Traffic Review Committee reviewed this request during the March 25, 2013 meeting. The Committee voted (5-0) in favor of changing the direction of one-way travel on Locust Street.
2. The School District is in the process of completing a \$70 million dollar renovation to a number of the existing school buildings/sites.
3. The expansion of the building at Hackett, along with the addition of a parking lot along Eighth Street and a new location for the bus pick-up/drop-off along Locust Street necessitates the change in travel direction along Locust.
4. 73 letters/surveys were sent to the owners/residents in the area of the proposed change. 12 of the surveys were returned with 7 in favor, 4 against and 1 left 'blank'.
5. The change to the signage will take place before the start of the upcoming school year.

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

1. Develop a high quality community through the responsible stewardship and enhancement of City resources to further Beloit's resurgence as a gem of the Rock River Valley.

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

- Reduce dependence upon fossil fuels – N/A
- Reduce dependence on chemicals and other manufacturing substances that accumulate in nature – N/A
- Reduce dependence on activities that harm life sustaining eco-systems – N/A
- Meet the hierarchy of present and future human needs fairly and efficiently  
Improves the safety and traffic flow in the area of the school. Also, allows the parking lot and bus pick-up/drop-off to function properly.

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### Action required/Recommendation:

The Engineering Division recommends changing the direction of one-way travel on Locust Street between Eighth Street and Bluff Street from Westbound to Eastbound.

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### Fiscal Note/Budget Impact:

City staff will be responsible for the purchase/installation of the signs associated with the change.

October 19, 2012

Jason Dupuis, P.E.  
Transportation Engineer  
City of Beloit  
2400 Springbrook Court  
Beloit, WI 53511

Dear Jason,

In follow up to our discussion this week on Monday afternoon, please consider the following requests we are proposing in an effort to better manage school district traffic:

**McNeel Middle School**, 1524 Frederick Street: Change Frederick Street to a two way street from its current one way street

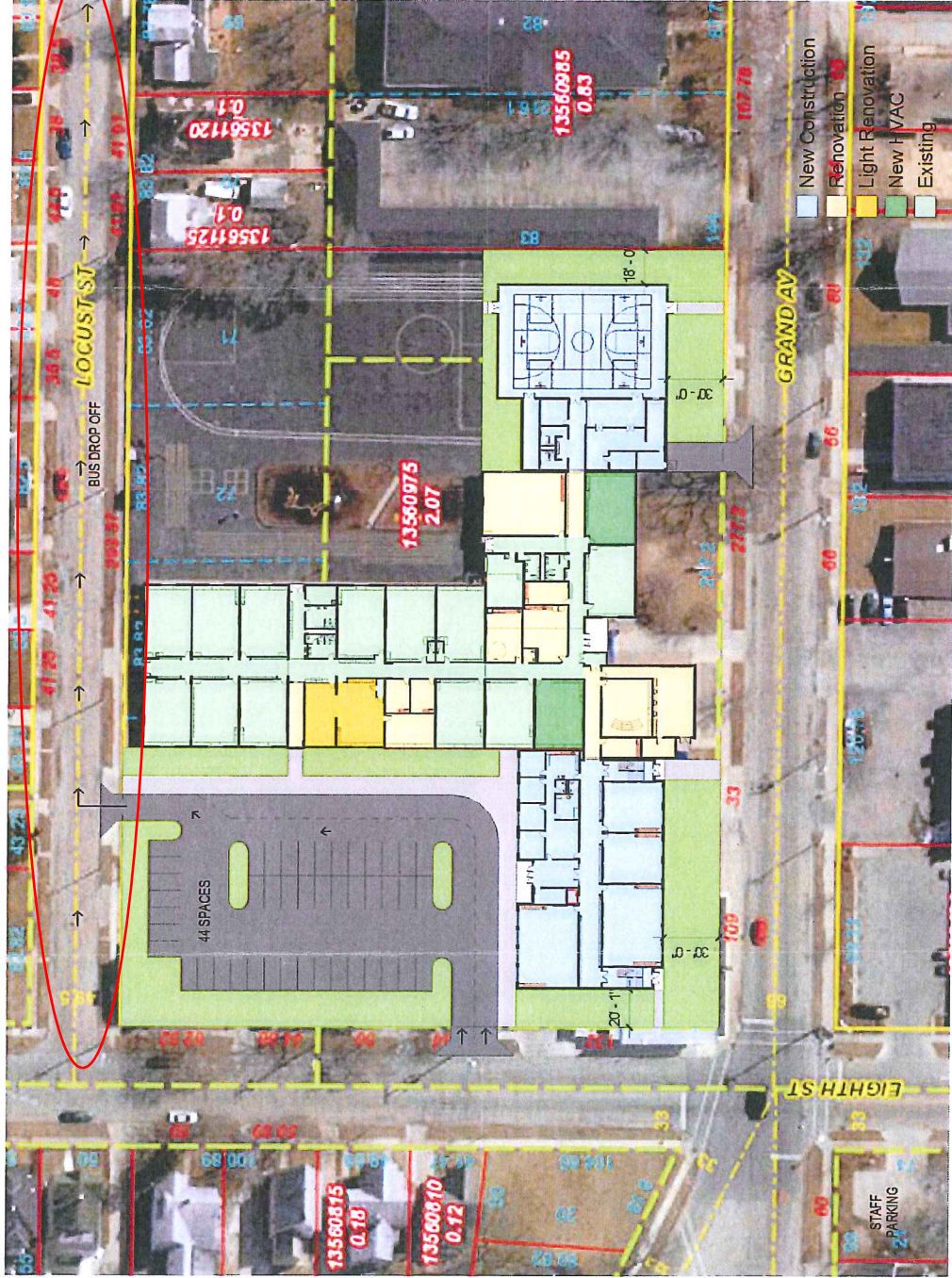
**Merrill Elementary**, 1333 Copeland Avenue: Change Nelson Street to a one way street

**Hackett Elementary**, 533 W. Grand: Change Locust Street to a one way street in the opposite direction

Please do not hesitate to call with questions,

Sincerely,

Janelle Marotz, CPA, SFO  
Executive Director of Business Services  
Beloit School District  
Kolak Education Center  
1633 Keeler Avenue  
Beloit, WI 53511  
608-361-4015



Site Plan (6 Track Option)

Scale: 1" = 60'-0"

Hackett Elementary School  
533 West Grand Avenue, Beloit, WI 53511

November 2, 2012

© 2011 Bray Architects, Inc.

August 19, 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 August 12, 2013:

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Charles M. Haynes, President  
Beloit City Council

**Appointments**

**Alcohol Beverage License Control Committee**

Incumbent **Tina Goecks** as School District of Beloit Representative for the 2013-2014 school year  
Incumbent **Ronald Tilley** as the Tavern League Representative for a term ending June 30, 2016

**Business Improvement District (Downtown Beloit Association)**

**James Packard, Jr.**, Regal Beloit, 200 State Street (replacing Tom Hankins as Property Owner) for a term ending December 31, 2015

**Equal Opportunities and Human Relations Commission**

**Steve Howland**, 1617 Emerson St. (replacing Alexis D. Siatos) for a term ending June 30, 2016

**Park, Recreation & Conservation Advisory Commission**

Incumbent **Mark Smullen** as School District of Beloit Representative for the 2013-2014 school year  
**Rebecca Charles**, 2227 Carnforth Place (Youth position) for a term ending September 30, 2013

**Plan Commission**

**Jan S. Ruster**, 837 NW Sherwood Dr. (replacing Tom Seifarth) for a term expiring April 30, 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 (1 vacancy [Alternate] for resident)  
Board of Ethics (1 vacancy for former City Councilor, 3 vacancies for residents)  
Board of Review (1 vacancy [Alternate] for resident)  
Business Improvement District (1 vacancy [Owner Occupant])  
Community Development Authority (1 vacancy for Public Housing resident)  
Equal Opportunities & Human Relations Commission (1 vacancy for resident)  
Park, Recreation & Conservation Advisory Commission (2 vacancies for residents)  
Plan Commission (1 vacancy for resident)  
Traffic Review Committee (1 vacancy for resident)

**RESOLUTION APPROVING  
WATER TOWER AND GROUND SPACE LEASE  
WITH FIRST NATIONAL BANK AND TRUST COMPANY  
FOR SPACE ON THE WATER TOWER SITE AT 2875 CRANSTON ROAD**

The City Council of the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Site Lease for water tower and ground space between the City of Beloit and First National Bank and Trust Company be, and it is hereby, approved.

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

Adopted this 19<sup>th</sup> day of August 2013.

**City Council of the City of Beloit**

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**Charles M. Haynes, President**

**Attest:**

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**Rebecca Houseman LeMire, City Clerk**



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Lease agreement with First National Bank and Trust Company for communication equipment installation and operation at the Cranston Road (I-90) water tower

**Date:** August 19, 2013.

**Presenter(s):** Greg Boysen

**Department(s):** Public Works/Water Resources

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**Overview/Background Information:** The City has negotiated an agreement with First National Bank and Trust Company (FNBTC) to install and operate wireless communication equipment at the Cranston Road (I-90) water tower. The lease agreement is modeled after our standard agreements with current wireless communication tenants and serves to protect the City's interest while allowing for revenue enhancement. The annual rental fee is established at \$3,000.

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

- The agreement allows for an aesthetic compromise in that it eliminates the need to construct a communication tower at the FNBTC Cranston Road facility.
- The agreement serves to protect the City's interest and infrastructure.
- Revenue generated by the lease agreement enhances the revenue stream for the Water Utility.

---

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

- Consideration of this request supports Strategic Goal #4

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

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

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

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**Action required/Recommendation:**

- City Council consideration and adoption of the resolution.

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**Fiscal Note/Budget Impact:** The additional revenue will enhance the Water Utility operation.

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**Attachments:** Lease agreement

## SITE LEASE

THIS SITE LEASE ("Agreement") is entered into this \_\_\_\_ day of August, 2013 ("Effective Date") by and between the CITY OF BELOIT, a Wisconsin municipal corporation, with its principal place of business at 100 State Street, Beloit, Wisconsin 53511 (hereinafter referred to as "Landlord" or "City"), and FIRST NATIONAL BANK AND TRUST COMPANY, with its principal offices at 345 East Grand Avenue, Beloit, Wisconsin 53511 (hereinafter referred to as "Tenant").

### 1. LEASE.

The City owns the property located at 2875 Cranston Road, Beloit, Wisconsin (the "Property" or "Premises"), upon which the City has a water tower ("Tower"). The City hereby leases to Tenant the use of that portion of the Property comprising approximately 4 square feet of ground space together with an access easement and certain space on the Tower sufficient for placement of Tenant's wireless communications equipment (as described on the attached Exhibit B). The Tenant shall have the right to install an antennae mounted at the height of 141 feet, 8 inches, with an azimuth of 326° N., .3° Tilt, on the Tower as set out on Exhibit B. Tenant agrees that this Agreement is contingent upon Tenant acquiring any necessary governmental approvals for this installation, including, if necessary, City approval of site plans and a certificate of zoning compliance. Tenant further acknowledges that the City's use of the Property is first and foremost as a municipal water system, including storage and distribution of potable drinking water, and that notwithstanding any other provision contained in this Agreement, that Tenant's use of the Property shall not interfere therewith, and Tenant's use may be terminated without recourse should any such interference occur. Tenant shall maintain the Property in a good condition. This Agreement is nonexclusive and does not preclude the City from granting a lease, right, license, franchise, etc., to wireless carriers or other persons for telecommunications or for any other purposes deemed appropriate in the sole discretion of the City.

### 2. TERM.

- a. The initial term of this Agreement shall be 5 years commencing on the Effective Date ("Commencement Date"), and terminating at midnight on the last day of the initial term ("Initial Term").
- b. This Agreement shall automatically renew for 4 additional 5-year terms ("Renewal Term") on the same terms and conditions as set forth herein, unless either party notifies the other in writing of its intention not to renew this Agreement, at least 60 days prior to the expiration of the Initial Term or any applicable Renewal Term. If Tenant remains in possession of the Property at the expiration of this Agreement or any Renewal Term without a written agreement executed by the City and Tenant, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Agreement, except for rent which shall be increased by 10% per month or portion thereof over the last monthly rental amount due

the City at the time of such hold over. Tenant shall be considered to remain in possession so long as any of Tenant's equipment remains upon the Property.

3. PERMITTED USE.

Tenant may use the Premises for the transmission and reception of radio communication signals. Tenant shall have the right, at its expense, to install, erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system as shown on Exhibit B ("Communications Facility"). The Communications Facility shall be configured as set forth in the attached Exhibit B. Tenant may not modify, supplement, replace, upgrade, or expand the equipment as shown on Exhibit B at any time during the term of this Agreement without the further written consent of the City. Tenant shall cause all construction to occur free of contractor and materialmen liens and in compliance with all applicable laws ordinances and regulations. Nothing herein shall be construed as waiving any permit requirements, architectural review requirements or site plan review requirements.

Any alterations to the Tower by Tenant, including lighting, marking and painting, shall require the prior written approval of the City, which approval shall not be unreasonably withheld.

No construction may occur nor any materials be used in the installation of the Tenant's equipment that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all lines are to be tagged and identified at the conduit opening where it enters any user's equipment space.

This lease does not provide for nor allow the use of any generator.

The equipment area, exterior to the fence, will be landscaped to blend with the site's existing landscaping.

4. RENT.

Tenant shall pay rent in advance at the rate of \$3,000 for each 12-month consecutive period, or portion thereof, with the rent being paid annually. The first payment shall be made to the City at the execution hereof and subsequent payments shall be made on the annual anniversary date of said execution. Rent shall increase by 3% on every annual anniversary date hereof.

Tenant shall pay an administrative fee to the City at the time of execution hereof in the amount of \$500.

Tenant shall pay an annual Electric Utility fee of \$500 at the time of each rental payment set forth above. The City agrees to allow Tenant to draw electrical power from its electrical service and the Tenant represents that said usage will be in the range of 300 to 400 watts on a continuous basis. The amount of the Electric Utility fee shall be subject to revision by the City

at the time of any renewal provided for in Paragraph 2(b) based upon the anticipated charges for electric power and the usage patterns of the Tenant. Tenant understands that the City may need to interrupt the electric power supply at various times and will install an uninterruptible power supply of such size and capacity as the Tenant deems appropriate. Tenant releases the City from any claims, whether for damages or otherwise, arising out of any electrical power interruptions. The City is allowing the Tenant to use its electrical supply as a courtesy only and makes no warranty as to the sufficiency or reliability thereof for Tenant's purposes.

5. INTERFERENCE.

- a. Tenant shall not use the Property in any way which interferes with the use of the Property by the City or tenants or licensees of the City. The City has previously entered into leases or licenses with other tenants for their equipment and antennae facilities and the City also uses the Property for its own wireless communications. Tenant acknowledges that the City is leasing the Property for the purposes of transmitting and receiving telecommunication signals from the Property. The City, however, is not in any way responsible or liable for any interference with Tenant's use of the Property which may be caused by the use and operation of either the City's or any other tenant's equipment, even if caused by new technology. In the event that any other activities interfere with Tenant's use of the Property, and Tenant cannot work out this interference with the other tenants or the City, Tenant may, upon 30 days' notice to the City, terminate this Agreement and restore the Property to its original condition, reasonable wear and tear excepted. Tenant shall cooperate with all other users to identify the causes of and work towards the resolution of any electronic interference problem. In addition, Tenant agrees to eliminate any radio or television interference caused by City-owned facilities or surrounding residences at Tenant's own expense and without installation of extra filters on City-owned equipment. Tenant further agrees to accept such interference as may be received from City operated wireless, telecommunications or other facilities located upon the Property subject to this Agreement.
- b. All installations and operation in connection with this Agreement by Tenant shall meet with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, the City assumes no responsibility for the licensing, operation, and/or maintenance of Tenant's radio equipment.

6. APPROVALS; UTILITIES; MAINTENANCE; ACCESS.

- a. The City shall cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Property from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental

Approvals"), including appointing Tenant as agent for all land use and zoning permit applications, and the City agrees to cooperate with and to allow Tenant, at no cost to the City, to obtain a title report, zoning approvals and variances, and land-use permits, providing Tenant meets all the requirements for such approvals and issuance, and the City expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property, necessary to determine that Tenant's use of the Property as defined below will be compatible with Tenant's engineering specifications, system design, operations and governmental approvals. Tenant will share with the City copies of all such surveys, tests, procedures and investigations.

- b. Tenant shall, at Tenant's expense, keep and maintain the Communications Facility, now or hereafter located on the Property, in commercially reasonable condition and repair during the term of this Agreement, normal wear and tear and casualty excepted. Tenant shall also comply with all applicable building and maintenance codes.
- c. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property reasonably necessary to provide service to the Communications Facility. The City agrees to cooperate to assist Tenant to acquire such utility service. Tenant may arrange for the installation of a separate electrical meter for Tenant's electrical services used on the Property.
- d. As partial consideration for rent paid under this Agreement, the City hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Property adequate to install and maintain utilities, which include, but are not limited to, the installation of utility electrical power, and to service the Property and the Communications Facility at all times during the Initial Term of this Agreement or any Renewal Term (collectively, "Easement"). The Easement provided hereunder shall have the same terms as this Agreement. The access and utility easements shall be as shown on Exhibit B.
- e. Tenant and its employees, agents, and subcontractors shall have 24-hours-a-day, 7-days-a-week pedestrian and vehicular access to the Property at all times during the term of this Agreement for the installation, maintenance and operation of the Communications Facility and any utilities serving the Property; provided, however, that such access will not interfere with other permitted uses of the facility. If any public utility is unable to use the access or easement provided to Tenant, then the City agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant; provided Tenant shall be responsible for any costs due the public utility.

- f. The City represents and warrants that the Tower, exclusive of the Communications Facility, including the lighting system, meets and will be maintained in accordance with all applicable laws, rules and regulations, including, without limitation, rules and regulations of the FCC, Federal Aviation Administration, and all applicable state and local requirements, rules, regulations, and laws. The City shall maintain the Tower in good operating and structurally sound condition. The City shall bear the costs of maintaining the Tower, including without limitation any past, present or future fines, levies or expenses for noncompliance with government regulations, with the exception of maintenance of the Communications Facility, and except for damage to the Tower caused by Tenant.

7. TERMINATION.

Except as otherwise provided herein, this Agreement may be terminated, without any penalty or further liability, as follows:

- a. by the City upon 30 days written notice if Tenant fails to cure a default for payment of amounts due under this Agreement within that 30-day period;
- b. by either party upon 30 days written notice if the other party commits a non-monetary default and fails to cure or commence a cure of such default within that 30-day period and diligently pursues such cure, or such longer period as may be reasonably required to diligently complete a cure commenced within that 30-day period; or
- c. by Tenant upon 30 days written notice to the City for any reason. Should Tenant terminate this Agreement pursuant to this provision, Tenant shall forfeit any prepaid rent and in addition shall pay the City a lease termination fee equal to 50% of the annual rent then in force.
- d. as provided for in Paragraph 2(b) herein.

8. TAXES.

Tenant shall pay any personal property taxes assessed on, or any portion of such taxes directly attributable to, the Communications Facility. The City shall pay any real property taxes or other fees and assessments attributable to the Property. If the City fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Agreement.

9. INSURANCE.

Tenant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Tenant, its agents, representatives or employees. Tenant shall provide an insurance certificate, together with an

endorsement naming the City, its officers, elected officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds, to the City for its inspection prior to the commencement of any work or installation of any facilities pursuant to this Agreement, and such insurance certificate shall evidence:

- a. Comprehensive general liability insurance, written on an occurrence basis, with limits not less than:
  - (1) \$1,000,000 for bodily injury or death to each person;
  - (2) \$1,000,000 for property damage resulting from any one accident;
  - (3) \$1,000,000 for all other types of liability; and
  - (4) \$2,000,000 General Aggregate Limit.
- b. Automobile liability for owned, non-owned and hired vehicles with a limit of \$1,000,000 for each person and \$1,000,000 for each accident;
- c. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000; and
- d. Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than \$2,000,000.

The liability insurance policies required by this Section shall be maintained by Tenant throughout the term of this Agreement, and such other period of time during which Tenant is operating as a hold over tenant, or is engaged in the removal of its telecommunications facilities. Tenant shall provide an insurance certificate, together with an endorsement naming the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insureds, to the City prior to the commencement of any work or installation of any facilities pursuant to this Agreement. Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of Tenant. The insurance certificate required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Tenant's insurance shall be primary insurance with respect to the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of Tenant's insurance and shall not contribute with it.

In addition to the coverage requirements set forth in this Paragraph, such insurance policy shall contain the following endorsement:

It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 30 days after receipt by the City, by registered mail, of a written notice addressed to the Public Works Director of such intent to cancel or not to renew.

Within 30 days after receipt by the City of said notice, and in no event later than 15 days prior to said cancellation or intent not to renew, Tenant shall obtain and furnish to the City replacement insurance policies meeting the requirements of this Section.

All such policies of insurance shall waive the insurer's right of subrogation against the City.

10. INDEMNIFICATION.

Tenant hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by Tenant's own employees to which Tenant might otherwise be immune, arising from injury, sickness, or death of any person or damage to property of which the negligent acts or omissions of Tenant, its agents, servants, officers or employees in performing the activities authorized by this Agreement are the proximate cause. Tenant further releases, covenants not to bring suit, and agrees to indemnify, defend and hold harmless the City, its officers and employees from any and all claims, costs, judgments, awards or liability to any person including claims by Tenant's own employees, including those claims to which Tenant might otherwise have immunity, arising against the City solely by virtue of the City's ownership or control of the rights-of-way, or other public properties, by virtue of Tenant's exercise of the rights granted herein, or by virtue of the City's permitting Tenant's use of the City's public ways or other public property, or based upon the City's inspection or lack of inspection of work performed by Tenant, its agents and servants, officers or employees in connection with work authorized on the Property or property over which the City has control, pursuant to this Agreement or pursuant to any other permit or approval issued in connection with this Agreement. This covenant of indemnification shall include, but not be limited by this reference, to claims against the City arising as a result of the negligent acts or omissions of Tenant, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in any public way or other public place in performance of work or services permitted under this Agreement. In the event that Tenant's transmission technology or facilities emit electromagnetic impulses (EMF), Tenant expressly agrees that this indemnity provision extends to any and all claims for injury, sickness or death of any person, including employees of Tenant, arising out of or caused by said emissions.

Inspection or acceptance by the City of any work performed by Tenant at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation, provided, that Tenant has been given prompt written notice by the City of any such claim, has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim.

In the event that Tenant refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Tenant, then Tenant shall pay all of the City's costs for defense of the action, including all reasonable expert



witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

The obligations of Tenant under the indemnification provisions of this Paragraph shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, agents, employees or contractors. The provisions of this Section, however, are not to be construed to require Tenant to hold harmless, defend or indemnify the City as to any claim, demand, suit or action which arises out of the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes Tenant's waiver of any applicable immunity solely for the purposes of this indemnification. Notwithstanding any other provisions of this Section, Tenant assumes the risk of damage to its telecommunications facilities located in the public ways and upon the Property from activities conducted by the City, its officers, agents, employees and contractors. Tenant releases and waives any and all claims against the City, its officers, agents, employees or contractors for damage to or destruction of Tenant's telecommunications facilities caused by or arising out of activities conducted by the City, its officers, agents, employees and contractors, in the public ways and upon the Property subject to this Agreement, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious action on the part of the City, its officers, agents, employees or contractors. Tenant further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Tenant's facilities as the result of any interruption of service due to damage or destruction of Tenant's facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious actions on the part of the City, its officers, agents, employees or contractors.

The provisions of this Section shall survive the expiration, revocation, or termination of this Agreement.

11. NOTICES.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

To Tenant:                   Attn: MIS Manager  
First National Bank and Trust Company  
345 East Grand Avenue  
Beloit, WI 53511

With a Copy to:           Attn: Accounting Manager  
First National Bank and Trust Company  
345 East Grand Avenue  
Beloit, WI 53511

To City:                   Attn: Public Works Director  
                                  City of Beloit  
                                  100 State Street  
                                  Beloit, WI 53511

With a Copy to:        Attn: City Attorney  
                                  City of Beloit  
                                  100 State Street  
                                  Beloit, WI 53511

12.     QUIET ENJOYMENT, TITLE AND AUTHORITY.

The City covenants and warrants to Tenant that (i) the City has full right, power and authority to execute this Agreement; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Property, except as disclosed to Tenant or otherwise provided for herein; and (iii) execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on the City. The City covenants that at all times during the term of this Agreement, Tenant's quiet enjoyment of the Property or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

13.     ENVIRONMENTAL.

- a.       The Tenant agrees that it will not cause or allow the placement of any hazardous or dangerous substances on to the leased property and Tenant further agrees to immediately notify the City should it discover any such hazardous or dangerous materials on the Property.
  
- b.       Tenant agrees to defend, indemnify and hold harmless the City from and against any and all administrative and judicial actions and rulings, claims, causes of actions, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney's fees that the City may suffer or incur due to the existence or discovery of any hazardous or dangerous substances on the property or the migration of any such substances to other properties or the release of such substances into the environment, that relate to or arise from the Tenant's activities on the property. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal or restoration work required by any governmental authority or deemed necessary by the City. The indemnity provisions herein shall survive the expiration or termination of this Agreement.

14. ASSIGNMENT, SUBLEASE AND EXCLUSIVE USE.

Tenant may not assign this Agreement or sublease the Property and its rights granted herein, in whole or in part, without the further written consent of the City, which consent the City may or may not grant as it deems appropriate. Tenant may not allow any other person or entity to use its wireless communications equipment in any fashion and this lease is granted solely for the exclusive use of the Tenant and no others. Tenant may not allow any encumbrances upon the Property.

15. REMOVAL.

Tenant, upon termination of this Agreement, shall, within 90 days of any termination of this Agreement, remove its equipment, building(s), antenna structure(s), fixtures and all personal property and otherwise restore the Property to its original condition. The City agrees and acknowledges that all of the equipment, fixtures and personal property of Tenant shall remain the personal property of Tenant and Tenant shall have the right to remove the same, whether or not said items are considered fixtures and attachments to the Property under applicable law. If such time for removal causes Tenant to remain on the Property after termination of this Agreement, Tenant shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed, and the Property is restored to its condition prior to the entry of this Agreement.

16. MISCELLANEOUS.

- a. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.
- b. Each party agrees to furnish to the other, within 20 days after request, such truthful estoppel information about this Agreement as the other may reasonably request.
- c. Any amendments to this Agreement must be in writing and executed by both parties.
- d. If any term of this Agreement is found to be void or invalid, such finding shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.
- e. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

17. INTEGRATION.

It is agreed and understood that this Agreement contains all agreements, promises and understandings between the City and Tenant and that no verbal or oral agreements, promises or understandings shall be binding upon either the City or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the parties. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

18. GOVERNING LAW.

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Wisconsin with venue in Rock County.

19. CASUALTY.

In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within 45 days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Tenant's operations at the Premises for more than 45 days, then Tenant may at any time following such fire or other casualty, provided the City has not completed the restoration required to permit Tenant to resume its operation at the Premises, terminate this Agreement upon 15 days written notice to the City. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rentals shall abate during the period of repair following such fire or other casualty.

20. SUBMISSION OF LEASE.

The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the parties and approval thereof by the Beloit City Council. Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

21. SURVIVAL.

The provisions of the Agreement relating to indemnification from one party to the other party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

22. CAPTIONS.

The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

23. POLICE POWER.

In accepting this Agreement, Tenant acknowledges that its rights hereunder are subject to the legitimate rights of the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the public and it agrees to comply with all applicable and enforceable general laws enacted by the City pursuant to such power.

24. RULES AND REGULATIONS BY THE CITY.

In addition to the inherent powers of the City to regulate and control any lease it issues, the authority granted to it by the Cable Act, the Telecommunications Act of 1996, other state and federal laws, and those powers expressly reserved by the City, or agreed to and provided for in this Agreement, the right and power is hereby reserved by the City to promulgate such additional regulations as it may find necessary in the exercise of its lawful powers. Except as provided by City ordinance, the foregoing does not allow for amendment by the City of material terms of this Agreement without the consent of Tenant. The City reserves the right to delegate its authority for administering this Agreement to a designated agent.

25. NOTICE OF WORK.

Unless otherwise provided in this Agreement, neither Tenant nor anyone acting on Tenant's behalf shall commence any non-emergency work in or about the public ways of the City, other ways, or upon the Property without 10 working days advance notice to the City. The work for the site's epoxy mounting system will be done only with the City's prior approval and consent.

26. REPAIR AND EMERGENCY WORK.

In the event of an unexpected repair or emergency, Tenant may commence such repair and emergency response work as required under the circumstances, provided that Tenant shall notify the City as promptly as possible before such repair or emergency work commences or as soon thereafter as possible if advance notice is not practicable.

27. MAINTENANCE OF FACILITY.

Tenant shall maintain the Premises in good and safe condition and in a manner that complies with all applicable federal, state, and local requirements.

28. RELOCATION OR REMOVAL OF FACILITY.

Within 30 days following written notice from the City, Tenant shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of the Communications

Facility whenever the Public Works Director shall have determined that such removal, relocation, change or alternation is reasonably necessary for

- a. the construction, repair, maintenance or installation of any city or other public improvement in or upon the public ways or city-owned property; and
- b. the operations of the City or other governmental entity in or upon the public ways or city-owned property.

29. REMOVAL OF UNAUTHORIZED FACILITIES.

Within 30 days following written notice from the City, Tenant shall, at its own expense, remove its facility or appurtenances from the City property. The Communications Facility is unauthorized and subject to removal in the following circumstances:

- a. Upon expiration or termination of this Agreement.
- b. Upon abandonment of the Communications Facility. Any property of Tenant shall be deemed abandoned if left in place 90 days after expiration or termination of this Agreement.
- c. If the Communications Facility was constructed or installed without the prior grant of this Agreement.
- d. If the Communications Facility was constructed or installed without the prior issuance of any required city permit.
- e. If the Communications Facility was constructed or installed at a location not permitted by this Agreement.

Provided, however, that the City may, in its sole discretion, allow Tenant to abandon such Communications Facility in place. No Communications Facility of any type may be abandoned in place without the express written consent of the City. Any plan for abandonment or removal of Tenant's Communications Facility must first be approved by the Public Works Director, and all necessary permits must be obtained prior to such work. Upon permanent abandonment of the property of such persons in place, the property shall become that of the City, and such persons shall submit to the City an instrument in writing, to be approved by the Public Works Director, transferring to the City the ownership of such property. The provisions of this Paragraph shall survive the expiration, revocation, or termination of this Agreement.

30. EMERGENCY REMOVAL OR RELOCATION OF FACILITY.

The City retains the right and privilege to cut or move any cable or telecommunications facilities located within the public ways of the City and upon City property, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. The City shall not be liable to Tenant for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's

actions under this provision, provided that Tenant shall be permitted to operate a temporary facility at the water tank property during such emergency in order to maintain uninterrupted telecommunications service.

31. DAMAGE TO FACILITY.

Unless directly and proximately caused by the willful, intentional or malicious acts by the City, the City shall not be liable for any damage to or loss of the Communications Facility upon the Property or within the public ways of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind on such Property or within the public ways by or on behalf of the City.

32. SAFETY REQUIREMENTS.

Tenant, in accordance with applicable federal, state, and local safety requirements shall, at all times, employ ordinary care and shall install and maintain and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public and/or workers. All structures and all lines, equipment and connections in, over, under, and upon the streets, sidewalks, alleys, and public ways or places of the lease area, wherever situated or located, shall at all times be kept and maintained in a safe, suitable condition, and in good order and repair. The City reserves the general right to see that Tenant's system is constructed and maintained in a safe condition. If a violation of the National Electrical Safety Code or other applicable regulation is found to exist by the City, the City will, after discussions with Tenant, establish a reasonable time for Tenant to make necessary repairs. If the repairs are not made within the established time frame, the City may make the repairs itself or have them made and collect all reasonable costs thereof from Tenant.

33. SIGNS.

Tenant shall have no rights hereunder to place any signs or symbols on the facilities which are visible from ground level.

34. REIMBURSEMENT OF CITY EXPENSES.

Tenant shall be subject to all permit fees associated with activities undertaken through the authority granted in this Agreement or under the laws of the City. Where the City incurs costs and expenses for review, inspection, or supervision of activities undertaken through the authority granted in this Agreement or any ordinances relating to the subject for which a permit fee is not established, Tenant shall reimburse the City directly for any and all costs.

In addition to the above, Tenant shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency involving Tenant's Communications Facility.

Finally, Tenant shall reimburse the City upon submittal by the City of an itemized billing by project of costs, for Tenant's proportionate share of all actual, identified expenses incurred by the City in planning, constructing, installing, repairing or altering any City facility as the result of the presence of Tenant's facilities.

Such costs and expenses shall include but not be limited to Tenant's proportionate cost of City personnel assigned to oversee or engage in any work as the result of the presence of Tenant's Communications Facility on the Property. Such costs and expenses shall also include Tenant's proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of Tenant's Communications Facility or the routing of any utilities so as not to interfere with Tenant's Communications Facility.

The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis, but the City shall provide Tenant with the City's itemization of costs at the conclusion of each project for information purposes.

35. DANGEROUS CONDITIONS, AUTHORITY FOR CITY TO ABATE.

Whenever construction, installation, or excavation of telecommunications facilities authorized by this Agreement has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street utilities, or the Property, the Public Works Director may direct Tenant, at the Tenant's own expense, to take action to protect the public, adjacent public places, the Property, streets, utilities, and public ways. Such action may include compliance with a prescribed time.

In the event that Tenant fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the Property and take such actions as are necessary to protect the public, the adjacent streets, utilities, public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and the Tenant shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Agreement.

36. ACCEPTANCE OF PREMISES.

By taking possession of the Premises, Tenant accepts the Premises in the condition existing as the Commencement Date. The City makes no representation or warranty with respect to the condition of the Premises and the Property and the City shall not be liable for any latent or patent defect therein.

*(signature page to follow)*



**CITY OF BELOIT**

**FIRST NATIONAL BANK AND TRUST COMPANY**

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

By: \_\_\_\_\_  
(signature)

ATTEST:

\_\_\_\_\_  
(print name)

By: \_\_\_\_\_  
Rebecca Houseman LeMire, City Clerk

Its \_\_\_\_\_  
(print title)

APPROVED AS TO FORM:

ATTEST:

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

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

Its \_\_\_\_\_  
(print title)

STATE OF WISCONSIN    )  
  )SS  
COUNTY OF ROCK        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ [name], to me known to be the \_\_\_\_\_ [title] of First National Bank and Trust Company, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
(Signature)

[SEAL]

\_\_\_\_\_  
(Printed Name)  
Notary Public, Rock County, Wisconsin  
My commission is permanent. If not,  
state expiration date: \_\_\_\_\_

STATE OF WISCONSIN )  
 )SS  
COUNTY OF ROCK )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ [name], to me known to be the \_\_\_\_\_ [title] of First National Bank and Trust Company, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
(Signature)

[SEAL]

\_\_\_\_\_  
(Printed Name)

Notary Public, Rock County, Wisconsin  
My commission is permanent. If not,  
state expiration date: \_\_\_\_\_

STATE OF WISCONSIN )  
 )SS  
COUNTY OF ROCK )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, the above-named Larry N. Arft, City Manager and Rebecca Houseman LeMire, City Clerk, to me known to be such City Manager and Clerk of the City of Beloit, and to me known to be the persons who executed the foregoing agreement as such officers of said City, by its authority.

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

**Prepared by:**

Thomas R. Casper, City Attorney  
100 State Street  
Beloit, WI 53511  
Telephone: (608) 364-6623  
tdh/files/13-1144/Site Lease=130809 0914 (cfn)

# PROPOSED INSTALLATION OF WIRELESS POINT-TO-POINT EQUIPMENT



FOR: FIRST NATIONAL BANK AND TRUST OF BELOIT

LOCATION: CITY OF BELOIT I-90 WATER TOWER

## **LIST OF PROPOSED EQUIPMENT**

### **TO BE LOCATED WITHIN THE BASE OF THE TOWER**

Metal Enclosure (24"W x 36"H x 19"D)

Located inside enclosure: Switch, UPS, Radio Equipment, Lightning Protection Units

(4) Standard 110V outlets to be installed by Entré contracted electrician)

Necessary Cabling running up to Antennas.

### **TO BE LOCATED ON TOP OF THE WATER TOWER**

2' Diameter Radio Antenna operating on the 5.8 GHz frequency band

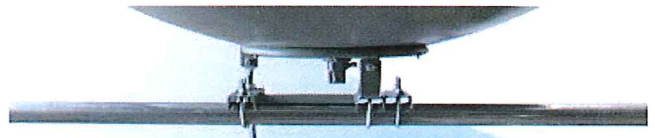
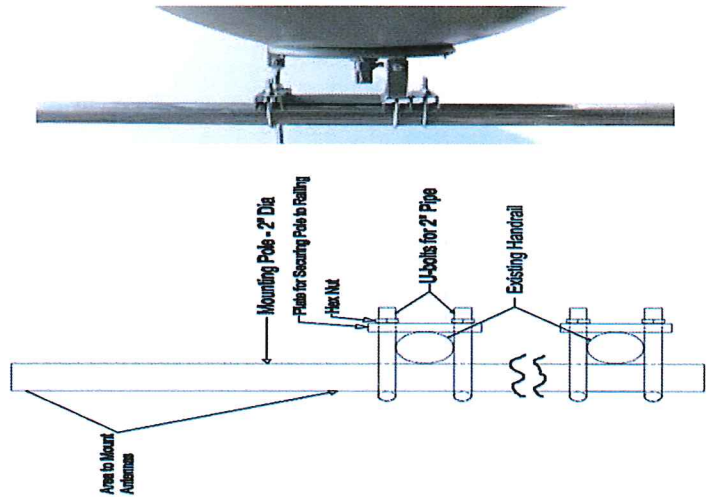
12" Square Radio Antenna operating on the 5.4 GHz frequency band

Necessary mounting equipment for the 2 antennas

Cambium/Motorola 2' diameter radio antenna  
operating on the 5.8 GHz frequency band.



Mount for 2' Radio antenna



Radio, attached to backside of 2' diameter radio antenna.

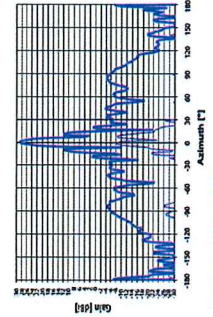


Spec Sheet for Cambium/Motorola Link

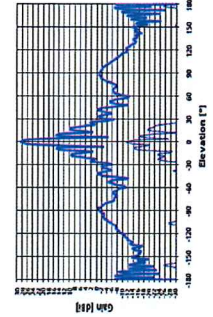
Feature	Description
Transfer rate	1000 Base T
Connectors	RJ 45
Protection mode	Line-to-line and line-to-ground
Response time	5 nanoseconds typical
Mounting	Pole mount 1.3" (25.75 mm) or wall mount
Metal enclosure	Projected 10-year operational life
Dimensions (including glands)	6.3" Length (16 cm), 4" (10 cm) Width, 3.5" (9 cm) Height
Weight	1.5 lbs (700 g)
Wind loading	150 mph (242 kph)
Operating temperature	-40° F (-40° C) to +140° F (+60° C)
Humidity	100% condensing
Tested to IEEE / ANSI C82.41 10/1000 long wave	120 amp peak, peak power 14,000 watts
Environmental protection	IP66 / NEMA-3R

TYPICAL ANTENNA PATTERNS

5.7 GHz H-Plane



5.7 GHz E-Plane



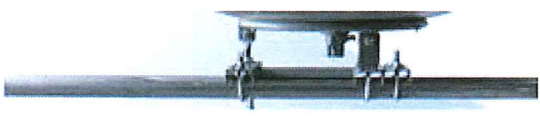
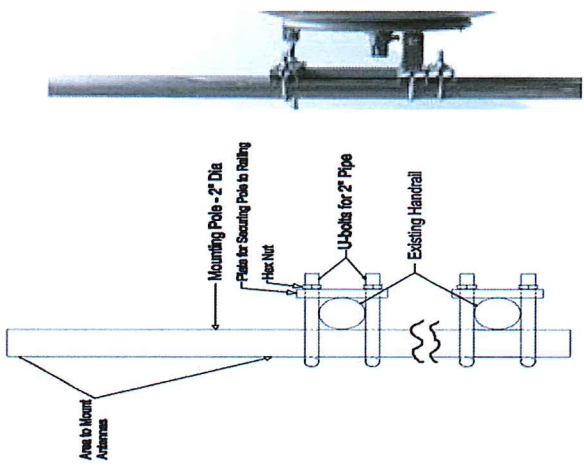
SPECIFICATIONS

PARAMETERS	MIN	TYP	MAX	UNITS
Frequency range (single pol.)	4900		5875	MHz
Frequency range (dual pol.)	4940		5875	MHz
VSWR (single pol.)		1.5:1		
VSWR (dual pol.)		1.8:1		
Impedance		50		OHM
Cross-pol suppression		>-30		dB
Sidelobe		ETSI EN 302 316-3 DNT-DNS		dB
Port-to-port isolation (dual pol.)		>-30		dB
Input power		100		W
Mechanical downlink		30		deg
Pole diameter (OD)	2 (50)		4 (101.6)	inch (mm)
Operating temperature		-40		-70
Beamwidth		25 dB		HDDASHM-25-xxx
Gain		32 dB		32 dB
Front-to-back		6"		4"
Weight		>-32 dB		>-38 dB
Dimensions (diameter)		8 kg		10 kg
		25.5 in (648 mm)		36.5 in (927 mm)

Airaya 12" square radio antenna operating on the 5.4 GHz frequency band.



Mount for 12" Radio Antenna



Spec Sheet for Airaya Link

<b>Radio</b>	5.725-5.850 GHz license-exempt UNII & ISM Bands Non-overlapping Channels: ISM, UNII: 5 x 20 MHz, 2 x 40 MHz. * International Versions can operate between 4.9-6.0 GHz. (Frequencies Depends on Local Regulations)		
Frequency	OFDM with MIMO (3x3:2)		
Radio Type	802.3, 802.3AB, 802.1Q, 802.1P		
Standards	Radio output power: Max: 18 dBm (Set to local regulatory requirements to comply with transmit, conducted and EIRP power limits)		
Total System EIRP and Radio Output Power	Data Rate	Sensitivity	Modulation
Radio Receiver Sensitivity	6.5 to 300 Mbps	-65 to -90 dBm	64QAM, 16QAM, QPSK, BPSK
Antenna Types	29 dBi Parabolic Dish with mounting hardware kit 28 dBi GRID with mounting hardware kit 24 dBi Panel or integrated with mounting hardware kit		
Operating Mode	Backhaul (Point-to-Point)		

<b>SecureRF™ Radio Security</b>	
SecureRF™ Layered Security Design	SecureRF™ Architecture - Unique radio mask, mandatory mutual radio authentication, 128-bit AES (WPA2) data encryption
<b>Range</b>	
WirelessGRD-300-ONB-24	Up to 5 miles (8 km)
WirelessGRD-300-ONB-xxx	Up to 30 miles (50 km) with maximum radio output power and optional external high gain parabolic antennas

<b>Indoor Injector to Outdoor Radio Communication</b> Ordered Separately	
Cable Type	CAT 5e 4 x 2 x 24AWG gel-filled (UV protected, weatherized)
Maximum Distance	328 ft (100 m) between network connection and outdoor units

<b>Mechanical Dimensions</b>	
Integrated Outdoor Radio/Antenna (OB)	15 x 15.4 in (38 x 38 x 12 cm)
Outdoor Unit with N-Type Connectors (ONB)	10 x 8 x 6 in (25.4 x 20.3 x 15.2 cm)
Indoor Injector	6 x 3 x 1 in (15.2 x 7.6 x 2.5 cm)
Outdoor Unit Mounting	Includes mast mount and clamp kit for 1" (26 mm) diameter thru 4.5" (115 mm) diameter masts / wall mounts

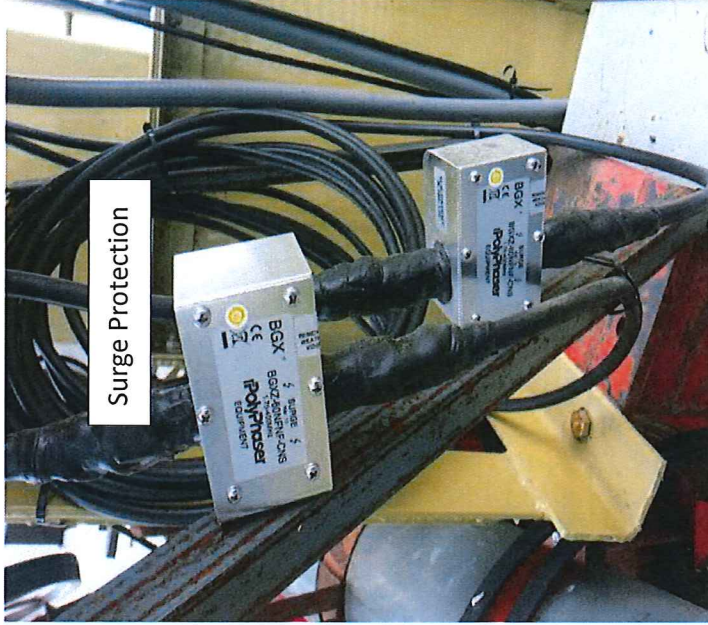
<b>Environmental</b>	
Operating Temperature	Outdoor Radio: -22° F to 140° F (-30° C to 60° C) Indoor Injector: 32° F to 122° F (0° C to 50° C)
Operating Humidity	Outdoor Radio: Weather Proof, NEMA 4/IP66 Indoor Injector: 5 to 95% non-condensing
Lightning Protection	UL/CE Certified PoE protection built-in
Wind Survivability	130 MPH Sustained 140 MPH for 3 Seconds

<b>Compliance and Certification</b>	
Radio	FCC 15.407 (UNII, ISM), Industry Canada RSS-210, ETSI CE Mark (w/TPC and DFS) coming soon
Safety	UL - Canada, USA, CE Mark (Pending), RoHS, WEEE
EMC	FCC Part 15, Industry Canada RSS-210, ETSI, EN 301 893, EN 301 489-17, EN 50385, RoHS

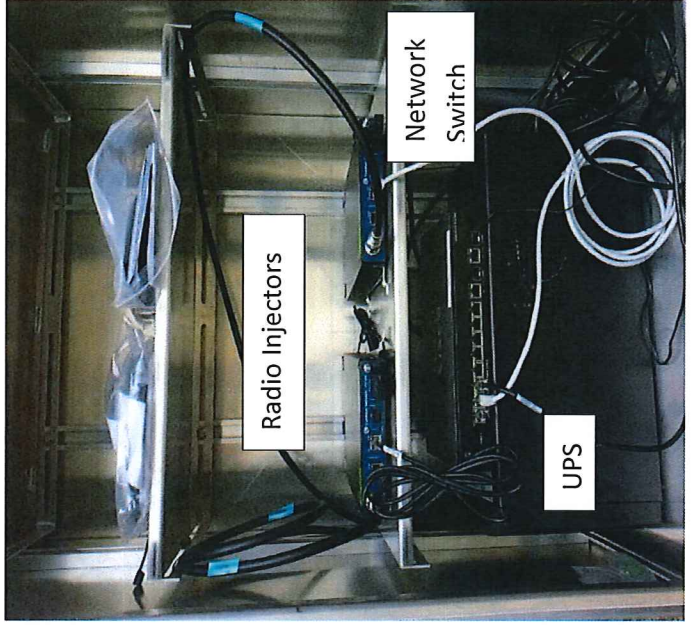
Proposed Equipment Cabinet – Location (Flexible)



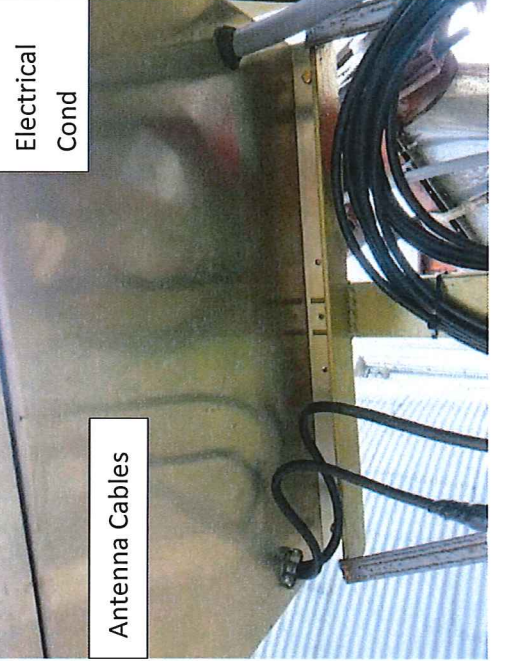
Equipment surge protection units



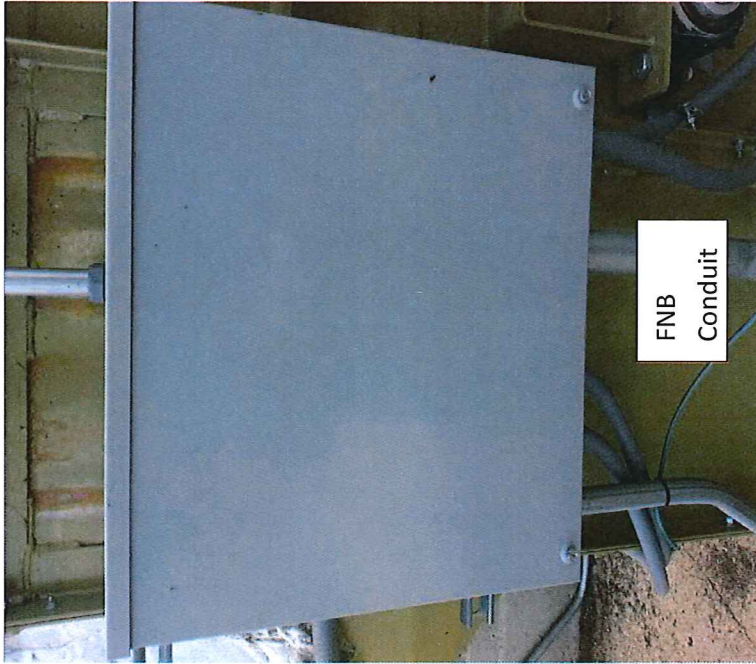
Proposed Equipment Cabinet Layout



Equipment Cabinet Wiring

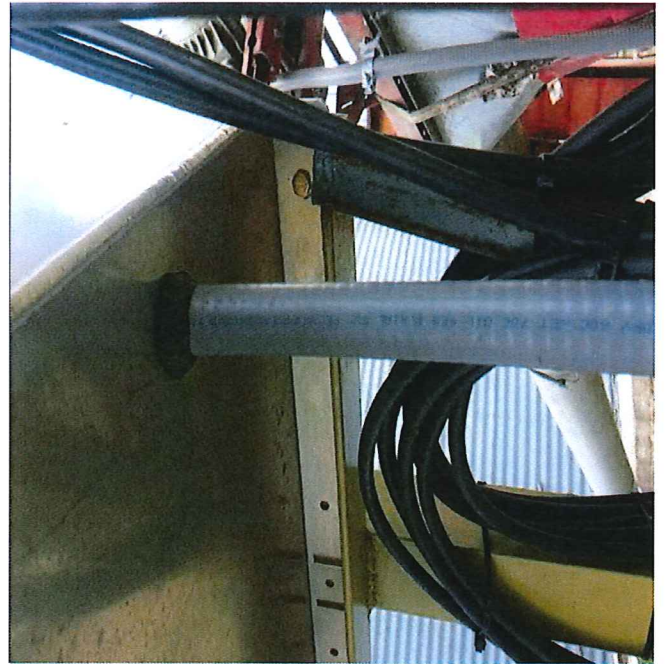


Electrical Panel

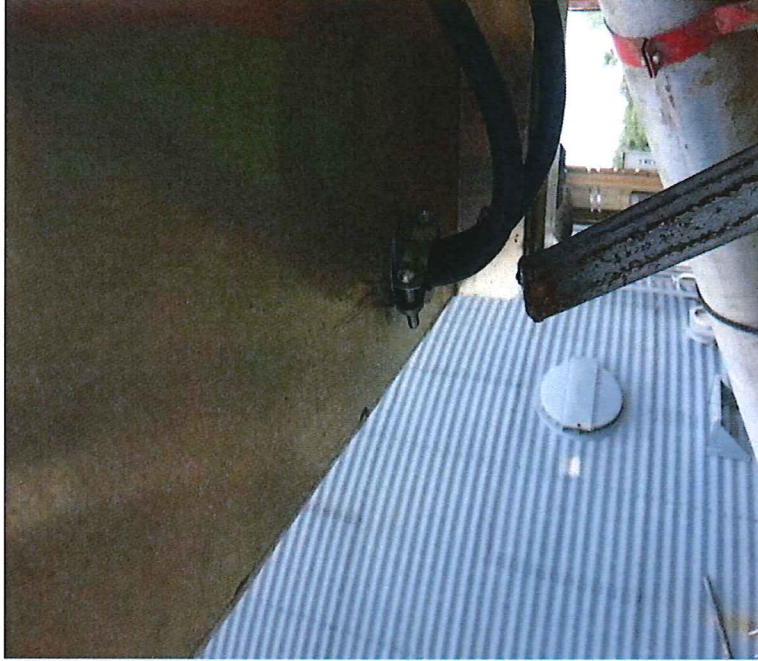


FNB  
Conduit

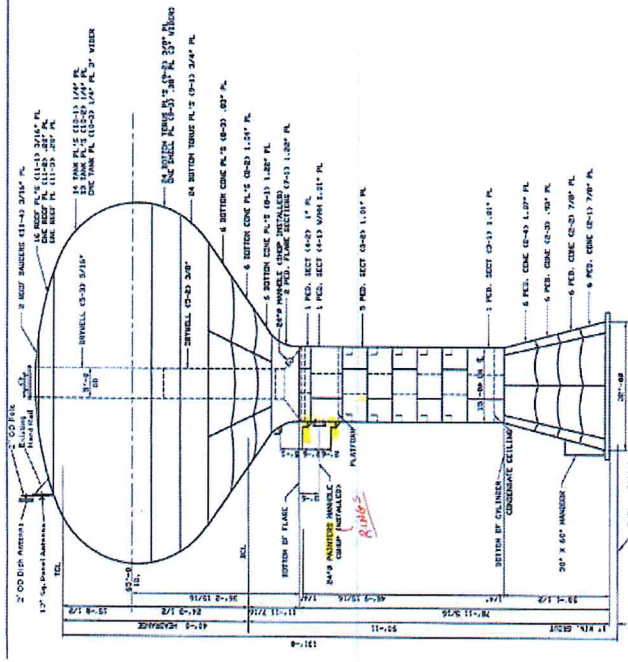
FNB Electrical Conduit



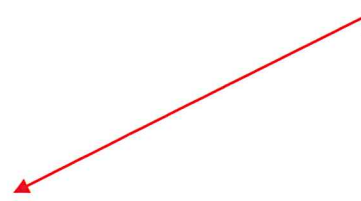
FNB Antenna Lines



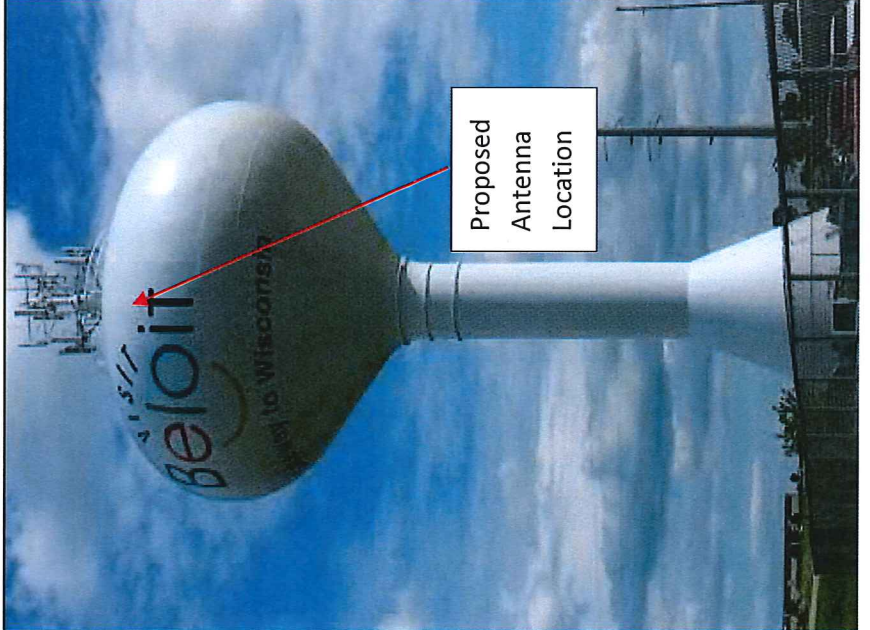
Elevation View of Existing Tower with Proposed  
Equipment



Proposed Antenna Mount Location



Antenna's to  
be installed on  
Tower Ring not  
picture in  
drawing





**A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF БЕЛОIT AND THE SCHOOL DISTRICT OF  
БЕЛОIT FOR SOLID WASTE SERVICES**

**WHEREAS**, the City of Beloit's vision is to embrace sustainable public policy, service delivery and development in ways that protect the natural and built environment, enhance economic competitiveness and create a high quality living experience for current and future generations; and

**WHEREAS**, one of the City of Beloit Council goals is to communicate and partner with other jurisdictions and organize to coordinate effective and efficient service delivery and stimulate regional prosperity; and

**WHEREAS**, the City of Beloit Department of Public Works' mission statement is as follows: The Department of Public Works exists to serve the public need through cost effective operations and quality service, while providing for enhanced public safety and quality of life for today and tomorrow; and

**WHEREAS**, the City of Beloit and the School District of Beloit are concerned with maintaining a sustainable recycling and solid waste program and the School District is willing to enter into this Intergovernmental Agreement to have the City provide trash and recycling collection and disposal.

**IT IS, THEREFORE, RESOLVED** that the City Council of the City of Beloit, Rock County, Wisconsin, does hereby approve the attached Intergovernmental Agreement between the City of Beloit and School District of Beloit.

**BE IT FURTHER RESOLVED** that the City Manager be, and he is hereby, authorized to execute the same on behalf of the City of Beloit and coordinate activities necessary for the implementation of said Intergovernmental Agreement.

**BE IT FURTHER RESOLVED** that the City Manager may execute renewals of the Intergovernmental Agreement as provided for therein without further Council approval; provided such renewals are on substantially identical terms and conditions as set out in the attached Intergovernmental Agreement.

Adopted this 19th day of August 2013.

**City Council of the City of Beloit**

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**Charles M. Haynes, Council President**

**Attest:**

---

**Rebecca Houseman LeMire, City Clerk**

tdh/files/13-1175/solid waste agr=res=130814 1115 (cln)

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Intergovernmental Agreements with the School District of Beloit

**Date:** August 19, 2013

**Presenter(s):** Chris Walsh

**Department(s):** Public Works

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**Overview/Background Information:**

The City of Beloit proposes to enter into an Intergovernmental Agreement with the School District of Beloit. The City will provide solid waste collection and disposal to the Schools facilities. On Tuesday August 13<sup>th</sup> the School District of Beloit, Board of Education voted unanimously to approve the agreement.

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

1. The City can provide service with a savings to the School and additional revenue to the City.
  2. A partnership between the Beloit School District and the City of Beloit demonstrates cooperation for the betterment of Beloit taxpayers.
  3. School district retains set price, no additional charges are acquired, with annual review.
  4. Local company, Beloit Boxboard benefits with increased paper tonnage.
  5. Improve the schools recycling diversion rate through cooperative education of staff and students.
- 

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

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. Communicate and partner with other jurisdictions and organizations to coordinate effective and efficient service delivery and simulate regional prosperity.
  3. Apply sound, sustainable practices to promote a high quality community through historic preservation, community revitalization and new development.
- 

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

- **Reduce dependence upon fossil fuels**  
N/A
  - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**  
N/A
  - **Reduce dependence on activities that harm life sustaining eco-systems**  
N/A
  - **Meet the hierarchy of present and future human needs fairly and efficiently**  
This program encourages the increase in the diversion rate from the landfill to recycling through education.
- 

**Action required/Recommendation:**

In passing the resolution the City Council authorizes the City Manager to enter into an Intergovernmental Agreement with the School District of Beloit for solid waste services.

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**Fiscal Note/Budget Impact:**

The fiscal impact of this project is an annual charge to the School District of \$47,313.76 for the cities costs of collection, disposal and containers. Recyclable material sales are predicted to increase \$10,492.99

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is made and entered into this 28<sup>th</sup> day of October, 2013, by and between the City of Beloit, a Wisconsin municipal corporation, located in Rock County, Wisconsin, with its principal place of business located at 100 State Street, Beloit, WI 53511 (hereinafter “**City**”), and the School District of Beloit, with its principal place of business located at 1633 Keeler Avenue Beloit, WI 53511 (hereinafter “**School**”).

**WHEREAS**, the City of Beloit’s vision is to embrace sustainable public policy, service delivery and development in ways that protect the natural and built environment, enhance economic competitiveness and create a high quality living experience for current and future generations; and

**WHEREAS**, one of the City of Beloit Council goals is to communicate and partner with other jurisdictions and organize to coordinate effective and efficient service delivery and stimulate regional prosperity; and

**WHEREAS**, the City of Beloit Department of Public Works mission statement is as follows: The Department of Public Works exists to serve the public need through cost effective operations and quality service, while providing for enhanced public safety and quality of life for today and tomorrow; and

**WHEREAS**, the **City** and the **School** are concerned with maintaining a sustainable recycling and solid waste program and the **School** is willing to enter into this Intergovernmental Agreement to have the **City** provide trash and recycling collection and disposal; and

**THEREFORE**, the **City** and **School**, in consideration of the premises stated above, agree as follows:

1. **Services to be Provided.** The **City** will provide education encouraging school staff and students to reduce solid waste and increase recycling as well as trash and recycling collection and disposal to all the **School's** facilities hereby saving the City of Beloit taxpayer.

2. **Term of Agreement.** This Agreement shall commence on Monday, October 28, 2013 and terminate on Friday, October 26, 2018. This Agreement may be renegotiated for an additional five-year period. The **City** or **School** may terminate this Agreement at any time, without cause, with written notification to the other party 90 days prior to termination.

3. **Pickup Times.** Pick up times for all schools shall be between 6:30 a.m. and 3:00 p.m. At no time however, should the solid waste be collected while student safety is a concern.

4. **Trash/Recycling Containers.** The **School** shall be responsible for the cleanliness and safekeeping of the containers. Containers will be replaced by the **City** promptly when notified of damage, vandalism, or excessive soiling. Replacement containers shall be at no charge if replaced due to reasonable wear and tear and the **School** pay for the replacement of containers due to damage, vandalism, excessive soiling or other reasons not caused by the negligence of the **City**. Containers furnished by the **City** shall remain the property of the **City** and the **School** shall have no right, title or interest in them. The **School** shall not overload the container, nor use it for incineration purposes, and shall be liable to the **City** for loss or theft of the containers or for any damage in excess of reasonable wear and tear. The **School** agrees not to place hazardous materials of any type in the containers and to be financially responsible for any increased disposal or other handling fees incurred by the **City** should such materials be found in the solid waste containers.

5. **Affirmative Action.** The **City** has adopted an affirmative action plan to increase in the **City's** partners, associates and employees the representation and number of underrepresented

groups which have been victims of employment discrimination in all of the **City's** departments, job classifications and salary categories. The **City** agrees to include the same provision in its subcontracts and to require its subcontractors to include the same provision in their subcontracts. This provision is inserted herein in compliance with Section 1.25 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of that ordinance.

6. **Non Discrimination.** The **City** shall not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. In the event any portion of this Contract is sublet by the **City**, said The **City** shall include in such subcontract, a provision prohibiting the subcontractor from discrimination against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex or sexual orientation. This provision is inserted herein in compliance with Section 1.25 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of said ordinance.

7. **Payment Terms.** Based on the tonnage information provided to the **City**, the **City** will charge the **School** twelve (12) monthly payments of \$3,942.76. The **City** and **School** will reevaluate tonnage of both trash and recycling on at least an annual basis or as requested by either party. If tonnages vary by more than 10%, prices will be adjusted accordingly.

8. **Invoicing.** The **City** shall send the **School** an invoice within ten (10) days after the conclusion of each month during the term of this Agreement. The **School** shall pay the **City** the full amount invoiced within thirty (30) days after receiving receipt of the invoice. Invoices that remain unpaid 30 days after receipt shall carry interest at the rate of one and one-half percent (1.5%) per month.

9. **Indemnification.** The **School** shall indemnify and hold the **City** harmless from any liability for any claim, including attorneys' fees and court costs, arising out of any act or omission of the **School**, its officers, employees, or agents. The **City** shall indemnify and hold the **School** harmless from any liability for any claim, including attorneys' fees and court costs, arising out of any act or omission of the **City**, its officers, employees, or agents. Each party shall be responsible to defend any claim arising out of its own act or omission and the acts or omissions of its officers, employees, or agents.

10. **Use of Documents.** Any written documents, including, but not limited to, reports, plans, assessments, etc. are prepared for, and for the sole use of the **School** and the contents thereof may not be used or relied upon by any other person without express written consent and authorization of the **City**.

11. **Force Majeure.** Neither party shall be liable to the other for failure to perform its obligations hereunder if, and to the extent that, such failure to perform is caused by, or results from, causes beyond its control, including, without limitation: strikes, lockouts, or other industrial disturbances; civil disturbances; fire, acts of God; acts of public enemy; acts or omissions of subcontractors; compliance with any regulations, order, or requirement of any governmental body or agency; or any inability to obtain transportation or necessary materials in the open market.

12. **Compliance.** Both parties, in performing the services, shall comply, and shall require compliance by any of its employees and agents, with all applicable statutes, regulations, or orders of any governmental authority or agency.

13. **Notices.** Any notice to be given to either party hereunder shall be given by mailing the same by first-class mail, postage prepaid, and addressed as follows:

**CITY:**

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

**SCHOOL:**

Steve McNeal, Superintendent  
School District of Beloit  
1633 Keeler Ave.  
Beloit, WI 53511

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Larry N. Arft, City Manager  
Authorized Representative, City of Beloit

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Date

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Steve McNeal, Superintendent  
Authorized Representative, School of Beloit

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Date

**Beloit School District Solid Waste Removal Service**

<b>RECYCLING</b>				
	<b>Name</b>	<b>Recycling Size</b>	<b>Recycling #/Week</b>	<b>Total Proposed Recycling</b>
1	Eclipse Center	1 (96-gallon)	Once a Month	.125 Yards
2	BMHS Riverfront Center	1 (96-gallon)	Once	.5 Yards
3	Maintenance Facility	1 (96-gallon)	Once	.5 Yards
4	Burdge Elementary	4 (96-gallon)	2	4 Yards
5	Converse Elementary	4 (96-gallon)	2	4 Yards
6	Cunningham Elementary	4 (96-gallon)	2	4 Yards
7	McLenegan Elementary	4 (96-gallon)	1	2 Yards
8	Merril Elementary	4 (96-gallon)	2	4 Yards
9	Morgan Elementary	4 (96-gallon)	1	2 Yards
10	Robinson Elementary	4 (96-gallon)	2	4 Yards
11	Royce Elementary	4 (96-gallon)	2	4 Yards
12	Todd Elementary	4 (96-gallon)	1	2 Yards
13	Wright Elementary	4 (96-gallon)	1	2 Yards
14	Gaston Elementary	4 (96-gallon)	2	4 Yards
15	Hackett Elementary	4 (96-gallon)	2	4 Yards
16	Aldrich Middle School	4 (96-gallon)	3	6 Yards
17	McNeel Middle School	4 (96-gallon)	4	8 Yards
18	Kolak Education Center	4 (96-gallon)	4	8 Yards
19	Beloit Memorial High School	8 (96-gallon)	5	20 Yards
				<b>83 Yards Total</b>

<b>TRASH</b>					
	<b>Name</b>	<b>Trash Size</b>	<b>Trash #/Week</b>	<b>Days</b>	<b>Total Proposed Trash</b>
1	Eclipse Center	4		Once a Month	
2	BMHS Riverfront Center	4	1	Once	4 Yards
3	Maintenance Facility	4	2	TR	8 Yards
4	Burdge Elementary	4	3	MWF	12 Yards
5	Converse Elementary	4	3	MWF	12 Yards
6	Cunningham Elementary	4	3	MWF	12 Yards
7	McLenegan Elementary	4	3	MWF	12 Yards
8	Merril Elementary	4	3	MWF	12 Yards
9	Morgan Elementary	4	3	MWF	12 Yards
10	Robinson Elementary	4	3	MWF	12 Yards
11	Royce Elementary	4	3	MWF	12 Yards
12	Todd Elementary	4	3	MWF	12 Yards
13	Wright Elementary	4	3	MWF	12 Yards
14	Gaston Elementary	4	5	M-F	20 Yards
15	Hackett Elementary	4	5	M-F	20 Yards
16	Aldrich Middle School	4 (2)	4	TWRF	32 Yards
17	McNeel Middle School	4 (2)	4	TWRF	32 Yards
18	Kolak Education Center	4 (2)	4	TWRF	32 Yards
19	Beloit Memorial High School	10 (2)	5	M-F	100 Yards
					<b>368 Yards</b>