



**AGENDA
BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, November 4, 2013**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS – none
4. PUBLIC HEARING- none
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 October 21, 2013 (LeMire)
 - b. Application for a **Conditional Use Permit** to allow an outdoor seating area and outdoor sales, possession, and consumption of alcohol in a CBD-1 Central Business District – Core, for the property located at 443 E. Grand Avenue (Rival's) (Christensen)
Refer to Plan Commission
 - c. Application for a **Zoning Map Amendment** to change the zoning district classification of the property located at 1877 Madison Road from C-3, Community Commercial District, to PUD, Planned Unit Development District (Woodman's) (Christensen)
Refer to Plan Commission
 - d. Application for a **Zoning Map Amendment** to change the zoning district classification of the property located at 1556 Forest Avenue from R-1B, Single-family Residential District, to PLI, Public Lands and Institutions District (Gaston School) (Christensen)
Refer to Plan Commission
 - e. Resolution approving **Water Tower and Ground Space Lease** with First National Bank and Trust Company for Space on the Water Tower Site at 138 Mill Street (Boysen)
7. ORDINANCES – none
 8. APPOINTMENTS – none
 9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS
 10. CITY MANAGER'S PRESENTATION – none

11. REPORTS FROM BOARD AND CITY OFFICERS

- a. Resolution approving the **2014 Annual Action Plan and Community Development Block Grant (CDBG) Budget** (Christensen)
Community Development Authority recommendation for approval 5-0
- b. Resolution approving the **2014 HOME Investment Partnership Budget** (Christensen)
Community Development Authority recommendation for approval 5-0
- c. Resolution approving the **2014 Business Improvement District Operating Plan and Budget**
(El-Amin)
- d. Resolution authorizing changes to the **2014 Schedule of Fees, Charges, and Rates** for the City of Beloit, Wisconsin (York/Arft)
- e. Resolution approving the **Operating Budgets, Appropriating Funds, and Levying Property Taxes necessary for the Operation and Administration of the City of Beloit for the Year 2014** including the 2014 Capital Improvement Budget, the Beloit Public Library Budget; and further authorizing the City Treasurer to spread the City Property Tax along with the apportionments certified for other Jurisdictions upon the current tax roll of the City (Arft/York) (Budget available for review at www.ci.beloit.wi.us)

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: October 30, 2013
Rebecca Houseman LeMire
City of Beloit City Clerk
<http://www.ci.beloit.wi.us>

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



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
Monday, October 21, 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 7:00 p.m. in the Forum at Beloit City Hall.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
 - a. Vice President Mark Spreitzer presented a proclamation declaring the week of October 20-26, 2013, as "**Freedom from Workplace Bullies Week.**" File 7148
4. PUBLIC HEARINGS
 - a. Community Development Director Julie Christensen presented a resolution authorizing a **Planned Unit Development (PUD) – Master Land Use Plan** for the properties located at 2850 and 2900 Milwaukee Road and 1865 Branigan Road. It was noted that the Plan Commission recommended approval 4-0. President Haynes opened and closed the public hearing without participation. Councilor Luebke made a motion to adopt the resolution, and Councilor Leavy seconded. The motion carried 7-0. File 8616
 - b. Ms. Christensen presented a proposed ordinance amending the **City of Beloit Zoning Map** to change the zoning district classification of the properties located at 2850 and 2900 Milwaukee Road and 1865 Branigan Road from C-3, Community Commercial District, to PUD, Planned Unit Development District. It was noted that the Plan Commission recommended approval 4-0. Councilor 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 of the ordinance. Councilor Luebke seconded, and the motion carried 7-0. On the merits of the proposed ordinance, Councilor Spreitzer made a motion to enact. Councilor Leavy seconded, and the motion carried 7-0. File 8616 Ordinance 3504
 - c. Ms. Christensen presented a resolution authorizing a **Conditional Use Permit** to allow vehicle repair in the CBD-2, Central Business District – Fringe, for the property located at 856 Fourth Street. It was noted that the Plan Commission recommended approval 4-0. Ms. Christensen stated that one resident attended the public hearing at the Plan Commission meeting and was concerned about the height of any fencing on the property, which the Plan Commission included in a condition of approval. Ms. Christensen stated that the applicant has requested that the deadline in condition #5 be extended to June 1, 2014, to accommodate inclement weather. Councilor Haynes opened and closed the public hearing without participation. Councilor De Forest made a motion to amend condition #5 to extend the deadline to June 1, 2014. Councilor Spreitzer seconded. Councilor Kincaid made a motion to add a condition of approval requiring the removal of the existing lighting pylons on the property. Jon Thompson, Butitta Bros. Automotive Services, said that he does not plan to use all of the existing light poles on the property. He said he wants to make sure that the property remains safe while looking nice. Councilor Kincaid made a friendly amendment to his own motion to add a condition to the resolution to say "the applicant shall work with staff to reduce the amount of lighting on the property to comply with current standards with regard to number and height." Councilor De Forest seconded. Councilor Haynes called the question regarding the first amendment, and it carried 7-0. Councilor Haynes called the question regarding the second amendment, and it carried 7-0. Councilor De Forest made a

motion to adopt the resolution as amended, and Councilor Kincaid seconded. The motion carried 7-0. File 8615

- d. Ms. Christensen presented the **2014 HOME Investment Partnerships Proposed Budget**. She said that this item will come back to the Council for possible action on November 4, 2013. Councilor Haynes opened and closed the public hearing without participation. File 8617
- e. Ms. Christensen presented the **2014 Community Development Block Grant (CDBG) Proposed Budget and Annual Action Plan**. She said that this item will come back to the Council for possible action on November 4th. Ms. Christensen outlined the programs that will be funded and discussed program income. She indicated that the Annual Action Plan is included in the budget and that 2014 will be the 5th year in the current 5-year plan. Councilor Haynes opened the public hearing.
 - Eric Williams, Program Manager for Community Action, 1990 Colony Court, spoke in support of two programs: the Skill Enhancement Program, which is a training program that attempts to move people out of poverty; and the Fatherhood Program, which is a three-month commitment for individuals and includes classes, life skills, and work experience. Mr. Williams indicated that the recidivism rate for individuals who graduate from the Fatherhood Program is four percent, and he thanked the City Council for their support of both important programs.

Councilor Haynes closed the public hearing. Councilor Leavy asked if any of the programs funded are addressing the needs of the homeless in Beloit. Ms. Christensen said that local goals were not set this year but that programs that benefit local homeless individuals have been funded at close to 100 percent. Councilor Leavy asked about how the City is using the funds allocated to fair housing, and Ms. Christensen said that the \$15,000 from 2013 is still being used and that staff feels the \$5,000 budgeted in 2014 will be sufficient. Councilor De Forest asked about the amount of money available for rehabilitation loans, and Ms. Christensen said that the issue with providing these loans has been the lack of equity in homes as housing values have decreased. She said that staff is reviewing ways to change the loan program or possibly develop a grant program to serve this growing group of homeowners. Councilor Spreitzer asked how funds are split between two programs run by the same organization. Ms. Christensen said that the organization has a budget for each program but that there is some flexibility in funding between the programs if needed. File 8601

- f. Finance and Administrative Services Director Paul York presented the **2014 Operating, Library, and Capital Improvements Proposed Budgets**. It was noted that the entire budget is available for review at the City's website: www.ci.beloit.wi.us. Mr. York provided a general summary of the budget, which he noted was presented at the October 7, 2013 City Council meeting and the October 14, 2013 City Council Budget Workshop. He said that this budget represents an overall increase of less than .5% from the 2013 budget. He said that the proposed tax rate will be \$10.798 per thousand of value but noted that this will not be the final number because the City has not received final assessment numbers from the Department of Revenue. Mr. York said that the increase in the tax levy is mainly due to the steady decrease in equalized property values. He discussed the minor issues that have changed in the budget since the previous meetings. He indicated that the budget will be on the November 4th City Council agenda for possible action. Councilor Haynes opened the public hearing.
 - Gary Fields, 13826 Sundance Trail, Rockton, IL, spoke on behalf of the Beloit Property Managers Association. He said that he is concerned with the fee proposed for the second rental inspection for property maintenance issues. He said that he agrees that a fee should be charged for the third inspection but not for a second inspection. He also asked for additional communication between the Inspectors and landlords regarding the time of appointments, cancellations, and closure of orders issued.

Councilor Haynes closed the public hearing. Councilor De Forest asked if the additional school resource officer would impact the number of officers the City has on the streets, and Mr. Arft said that an additional officer would be hired so that the same number will remain on shift. File 8618

5. CITIZENS PARTICIPATION – none

6. CONSENT AGENDA

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

- a. The **Minutes** of the Regular Meeting of October 7, 2013, were approved
- b. The proposed ordinance amending various section of the **Sign Ordinance**, Chapter 30 of the City of Beloit Municipal Code, was referred to the Plan Commission. File 5437
- c. The resolution approving a **Change of Agent** for Pilot Travel Centers, LLC, d/b/a Pilot Travel Center #289, located at 3001 Milwaukee Road, from Juanita Cardinal to David Hauck, was adopted. File 8590
- d. The resolution approving a new **Class "B" Beer and "Class B" Liquor License** for The Hideout, LLC, d/b/a The Hideout, Scott Murray, Owner and Agent, 1901 Liberty Avenue, was adopted. File 8590

7. ORDINANCES – none

8. APPOINTMENTS – none

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor De Forest said that she attended the ribbon-cutting at the new Beloit Memorial High School swimming pool, which is an asset for the entire community and gem for the school district. She gave a "shout out" to those watching the Council meeting at home and reminded the public that they have access to all of the documents on the agenda through the internet at the Beloit Public Library.
- Councilor Van De Bogart said that he participated in 115th annual meeting of the League of Wisconsin Municipalities in Green Bay and that the high point was seeing City Manager Larry Arft accept his new role as the President. He said that Mr. Arft is the first non-elected public official to hold the honor and that he is proud of Mr. Arft and the community.
- Councilor Kincaid congratulated Mr. Arft on the honor of becoming president and said that he attended the natatorium ribbon-cutting.
- Councilor Luebke said that Mr. Arft is brining honor to Beloit. He said that he represented the City Council at the Robinson School and Angel Museum dedication ceremonies.
- Councilor Spreitzer said that he worked at the Merrill Neighborhood Sharing Garden and pumpkin painting event. He reminded the public that October 26th is the last Farmers Market and wished everyone a safe and happy Halloween.
- Councilor Leavy thanked the high school students for attending the meeting and reminded them to speak up at City Council and School Board meetings to make sure their voices are heard.

10. CITY MANAGER'S PRESENTATION

- a. Public Works Director Greg Boysen presented information on the **Fall Yard Waste** program. He said that residents may also bring yard waste to the Leaflan Compost Center. Councilor Van De Bogart asked for clarification regarding the cost to residents, and Mr. Arft explained that curbside collection for leaves and grass is free for a certain period but that bundled sticks and shrubbery require a \$1.25 sticker.

11. REPORTS FROM BOARD AND CITY OFFICERS

- a. Economic Development Director Andrew Janke presented a Resolution authorizing the City Manager to apply for a **Community Development Investment Grant** from the Wisconsin Economic Development Corporation (WEDC). Councilor Leavy made a motion to adopt the resolution, and Councilor Luebke seconded. The motion carried 7-0. File 8619
- b. Mr. Janke presented a resolution authorizing the City Manager to apply for an **Idle Industrial Sites Grant** from the Wisconsin Economic Development Corporation (WEDC). He said that Hendricks Commercial Properties is seeking financial assistance for the next phase of the redevelopment of the Ironworks facility in downtown Beloit. Mr. Janke said that the City will be the

applicant and act as a pass-through agent for the funds but that there would not be any investment or risk by the City. Councilor De Forest asked if there are any job creation requirements, and Mr. Janke said that there are not any requirements for the grant. However, he also said that HCP has committed to 185 new jobs but hopes that number could be as high as 1,500 when the project is complete and all of the space is leased. Mark Membrino, representing HCP, said that this project is not contingent on a contract which may bring the YMCA to the location. He said that the proposed center spine road through the current building will create additional parking and access to additional areas of the building. Councilor De Forest asked about the height and location of the seawall required due to the floodplain issues, and Mr. Membrino said that it has not been designed yet. Councilor Van De Bogart made motion to adopt the resolution, and Councilor Luebke seconded. The motion carried 7-0. File 8619

12. At 8:33 p.m., Councilor Leavy made a motion to adjourn the meeting, and Councilor Spreitzer seconded. The motion carried 7-0.

Rebecca Houseman LeMire, City Clerk

www.ci.beloit.wi.us

Date approved by Council:

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Conditional Use Permit Application for the property located at 443 E. Grand Avenue – Council Referral to the Plan Commission

Date: November 4, 2013

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

Brad McCaslin of Rival's Bar & Grill has filed an application for a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession, & consumption of alcohol in the CBD-1, Central Business District – Core, for the property located at 443 E. Grand Avenue.

Key Issues (maximum of 5):

- The applicant has partially constructed an outdoor seating area in the northeast corner of the existing building by creating a separate room with large openings in the walls facing Pleasant Street and the alley. This project was under construction when a Building Official posted a Stop Work Order on June 19th. The attached application was submitted on June 28th, but has been on hold due to delinquencies. All delinquencies have been paid.
 - Section 4-902 of the Zoning Ordinance states that outdoor seating areas for bars in the CBD are only allowed if reviewed and approved in accordance with the Conditional Use Permit review procedures.
 - If the requested Conditional Use Permit is granted, the applicant will be allowed to complete this project. If the requested permit is denied, the applicant will be ordered to install windows in all openings.
-

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 November 6, 2013 meeting
 - This item will most likely return to the City Council for a public hearing and possible action on November 18, 2013
-

Fiscal Note/Budget Impact: N/A

Attachments: Application

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-2013-13

1. Address of subject property: 443 E. GRAND AVE

2. Legal description: _____

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): 13530830

4. Owner of record: MIKE & CHARLOTTE JERO Phone: 608 365 1209

862 PETUNIA LN BELOIT WI 53511
(Address) (City) (State) (Zip)

5. Applicant's Name: BRAD MCCASLIN

15515 WALNUT LN SBELOIT IL 61080
(Address) (City) (State) (Zip)

608 299 8580 1608 322 2493 1.rivals@outlook.com
(Office Phone #) (Cell Phone #) (E-mail Address)

6. All existing use(s) on this property are: BAR & GRILL

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

A Conditional Use Permit for: OUTSIDE SEATING & SMOKING AREA

_____ in a(n) CDD-1 pp Zoning District.

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

Principal use: BAR & GRILL

Secondary use: OUTDOOR PATIO AREA WHICH MEETS WI

STATE LAW ON TWO EXTERIOR WALLS WITH AT

LEAST 25% OPEN AIR EXPOSURE

Accessory use: _____

9. Project timetable: Start date: 6/1/13 Completion date: 7/10/13

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: FAMILY OWNED & OPERATED

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.

Charlotte Jew _____ 1 CHARLOTTE JEW _____ 6/28/13
 (Signature of Owner) (Print name) (Date)

[Signature] _____ 1 BRAD McCASLIN _____ 6/28/13
 (Signature of Applicant, if different) (Print name) (Date)

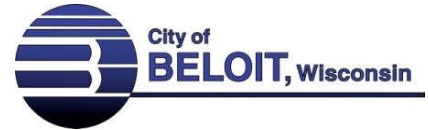
In order for your request to be heard and considered in a timely manner, you must submit the completed application, and all accompanying documents, to the Planning and Building Services Division for acceptance by the filing deadline date prior to a scheduled Plan Commission meeting.

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: \$275.00	Amount paid: <u>\$275.00</u>	Meeting date: <u>Nov. 6, 2013</u> <u>August 7, 2013</u>
No. of notices: _____	x mailing cost (\$0.50) = cost of mailing notices: \$ _____	
Application accepted by: <u>[Signature]</u>	Date: <u>6/28/13</u>	

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Zoning Map Amendment Application for the property located at 1877 Madison Road – Council Referral to the Plan Commission

Date: November 4, 2013

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

Building Systems General Corp., on behalf of Woodman's Food Markets, Inc., has submitted an application for a Zoning Map Amendment to change the zoning district classification from C-3, Community Commercial District to PUD, Planned Unit Development District, for the property located at 1877 Madison Road.

Key Issues (maximum of 5):

- On September 3, 2013, the City Council approved a PUD – Master Land Use Plan authorizing 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 applicant pursued PUD approval in order to keep all of their buildings on one parcel.
 - The second phase of a PUD involves rezoning the subject property to PUD, which may be done concurrently or following approval of a PUD – Master Land Use Plan.
 - Planning staff is reviewing site & architectural plans for this proposed redevelopment.
-

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 November 6, 2013 meeting
 - This item will most likely return to the City Council for a public hearing and possible action on November 18, 2013
-

Fiscal Note/Budget Impact: N/A

Attachments: Application

CITY of BELOIT

PLANNING & BUILDING SERVICES DIVISION

100 State Street, Beloit, WI 53511

Phone: (608) 364-6700

Fax: (608) 364-6609

Zoning Map Amendment Application Form

(Please Type or Print)

File No.: ZMA-2013-16

1. Address of subject property: 1877 MADISON RD.

2. Legal description: Lot: _____ Block: _____ Subdivision: _____

(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: 17.05 acres.

3. Tax Parcel Number(s): 12810060

4. Owner of record: WOODMAN'S FOOD MARKET, INC Phone: 608-752-8382

2631 LIBERTY LANE, JAMESVILLE, WI 53545
(Address) (City) (State) (Zip)

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

5972 EXECUTIVE DR MADISON, WI 53714
(Address) (City) (State) (Zip)

608-276-4400 / 608-575-7503 / G.FOX@BSGC-WI.COM
(Office Phone #) (Cell Phone #) (E-mail Address)

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

Change zoning district classification from: C-3 to: POD

All existing uses on this property are: GROCERY STORE, LIQUOR STORE, WAREHOUSING, CONVENIENCE STORE, LUBE CENTER, GAS STATION CAR WASH AND THOSE USED IN C-3

7. All the proposed uses for this property are:

Principal use(s): GROCERY STORE, LIQUOR STORE, CONVENIENCE, GAS, LUBE CENTER, CAR WASH

Secondary use(s): WAREHOUSING

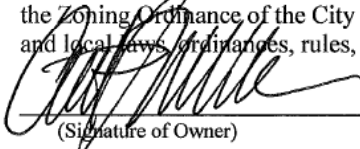
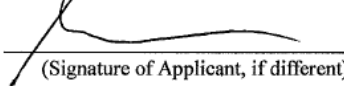
Accessory use(s): _____

8. I/we represent that I/we have a vested interest in this property in the following manner:
 Owner
 Leasehold, Length of lease: _____
 Contractual, Nature of contract: CONSTRUCTION MANAGER
 Other, explain: _____

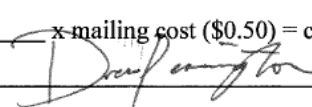
9. Individual(s) responsible for compliance with conditions (if any), if request is granted:
 Name(s): CLINT WOODMAN Phone: 608-752-8382
2621 LIBERTY LANE JANESVILLE , WI. 53545
(Address) (City) (State) (Zip)

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.

 / CLINT WOODMAN / 9-18-13
(Signature of Owner) (Print name) (Date)
 / GARY FOX / 9-18-13
(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 Division for acceptance by the filing deadline date prior to a scheduled Plan Commission meeting. This application must be submitted with the \$275.00 application fee. Applicants will also be charged a fee for mailing public notices at the rate of \$0.50 per notice. An invoice for this fee will be sent to the applicant, and it is typically between \$5.00 and \$20.00.

To be completed by Planning Staff		
Filing Fee: \$275.00	Amount Paid: <u>\$275.⁰⁰</u>	Meeting Date: <u>Nov. 6, 2013</u>
Number of notices: _____ x mailing cost (\$0.50) = cost of mailing notices: \$ _____		
Application accepted by: 		Date: <u>10/11/13</u>
Date Notice Published: _____	Date Notice Mailed: _____	

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Zoning Map Amendment Application for the property located at 1556 Forest Avenue– Council Referral to the Plan Commission

Date: November 4, 2013

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

The School District of Beloit has submitted an application for a Zoning Map Amendment to change the zoning district classification from R-1B, Single-Family Residential District to PLI, Public Lands & Institutions District, for the property located at 1556 Forest Avenue.

Key Issues (maximum of 5):

- This request is related to the proposed expansion of Gaston Elementary School. This application will be reviewed concurrently with a Comprehensive Plan Amendment for same property.
- The property located at 1556 Forest Avenue is currently zoned R-1B. The subject property must be rezoned to PLI before the school building and grounds may be expanded as planned.
- The PLI district is a special purpose district that is intended to accommodate major public and quasi-public uses.
- Planning staff is currently reviewing site plans for the proposed expansion of Gaston Elementary School.
- This application is being considered in accordance with the Zoning Map Amendment procedures contained in Section 2-300 of the Zoning Ordinance.

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 November 6, 2013 meeting
- This item will most likely return to the City Council for a public hearing and possible action on December 16, 2013

Fiscal Note/Budget Impact: N/A

Attachments: Location & Zoning Map and Application

Location & Zoning Map

Gaston Expansion

ZMA-2013-14



1 inch = 91 feet

0 20 40 80 120 Feet

Legend

- COB Parcels
- Zoning District

Map prepared by: Stephanie Hummel
Date: October 2013
For: City of Beloit Planning & Building Services
Date of Aerial Photography: March 2011

PLANNING & BUILDING SERVICES DIVISION

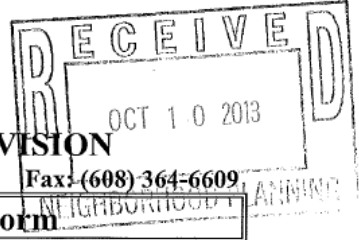
CITY of BELOIT

PLANNING & BUILDING SERVICES DIVISION

100 State Street, Beloit, WI 53511

Phone: (608) 364-6700

Fax: (608) 364-6609



Zoning Map Amendment Application Form

(Please Type or Print)

File No.: ZMA-2013-14

1. Address of subject property: 1556 Forest Ave, Beloit, WI 53511

2. Legal description: Lot: [check] Block: Subdivision:

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

Property dimensions are: 100/24 feet by 132 feet = square feet.

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

3. Tax Parcel Number(s): 13431120

4. Owner of record: Megan Zimmerman Phone: 608-207-9639

1556 Forest Ave Beloit WI 53511 (Address) (City) (State) (Zip)

5. Applicant's Name: School District of Beloit

1633 Keeler Ave Beloit WI 53511 (Address) (City) (State) (Zip)

608-361-4015 715-577-8367 jmarotz@sdb.k12.wi.us (Office Phone #) (Cell Phone #) (E-mail Address)

6. THE FOLLOWING ACTION IS REQUESTED:

Change zoning district classification from: Residential to: PLI

All existing uses on this property are: Residential

7. All the proposed uses for this property are:

Principal use(s): Expand Gaston School Campus

Secondary use(s): Hard Surface Play Area

Accessory use(s):

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

() Owner

() Leasehold, Length of lease: _____

() Contractual, Nature of contract: _____

(x) Other, explain: Accepted offer - Schedule to Close on October 11, 2013

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

Name(s): Janelle Marotz Phone: 608-361-4015
1633 Keeler Beloit WI 53511
(Address) (City) (State) (Zip)

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

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

[Signature] / (Signature of Owner) / (Print name) / (Date)
Janelle Marotz / Janelle Marotz / 10/5/2013
(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 Division for acceptance by the filing deadline date prior to a scheduled Plan Commission meeting. This application must be submitted with the \$275.00 application fee. Applicants will also be charged a fee for mailing public notices at the rate of \$0.50 per notice. An invoice for this fee will be sent to the applicant, and it is typically between \$5.00 and \$20.00.

To be completed by Planning Staff
Filing Fee: \$275.00 Amount Paid: \$275.00 Meeting Date: 11/6/13
Number of notices: _____ x mailing cost (\$0.50) = cost of mailing notices: \$ _____
Application accepted by: [Signature] Date: 10/11/13
Date Notice Published: _____ Date Notice Mailed: _____

**RESOLUTION APPROVING
WATER TOWER AND GROUND SPACE LEASE
WITH FIRST NATIONAL BANK AND TRUST COMPANY
FOR SPACE ON THE WATER TOWER SITE AT 138 MILL STREET**

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 4th day of November 2013.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Rebecca Houseman LeMire, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Lease agreement with First National Bank and Trust Company for communication equipment installation and operation at the Mill Street water tower

Date: November 4, 2013.

Presenter(s): Greg Boysen

Department(s): Public Works/Water Resources

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 Mill Street 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.

Key Issues (maximum of 5):

- 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

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

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

Action required/Recommendation:

- City Council consideration and adoption of the resolution.

Fiscal Note/Budget Impact:

The additional revenue will enhance the Water Utility operation.

Attachments:

Lease agreement

138 MILL STREET WATER TOWER
SITE LEASE
MADISON ROAD LINK

THIS SITE LEASE ("Agreement") is entered into this ____ day of _____, 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 138 Mill Street, Beloit, Wisconsin (the "Property" or "Premises"), upon which the City has a water tower ("Tower"). The City hereby leases to Tenant approximately 4 square feet of ground space in the City's IT building located at the foot of the water tower together with an access easement and certain space on the Tower sufficient for placement of two antennas to service the Tenant's Madison Road branch from Tenants principal office; said antennas to be installed upon the railing on the catwalk and all of such equipment to be installed as described on the attached Exhibit A. 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: _____
Patrick Jacobs, MIS Manager

ATTEST:

ATTEST:

By: _____
Rebecca Houseman LeMire, City Clerk

By: _____
Larry Heidenreich, Network Administrator
Supervisor

APPROVED AS TO FORM:

By: _____
Thomas R. Casper, City Attorney

STATE OF WISCONSIN)
)SS
COUNTY OF ROCK)

This instrument was acknowledged before me on this ____ day of _____, 2013, by Patrick Jacobs, to me known to be the MIS Manager 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 _____, 2013, by Larry Heidenreich, to me known to be the Network Administration Supervisor 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/13-1231/Site Lease=131029 1516 (cln)(Madison Road)

RESOLUTION
APPROVING THE 2014 ANNUAL ACTION PLAN AND COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) BUDGET

WHEREAS, the City of Beloit is required to submit a 2014 Annual Action Plan to the Department of Housing and Urban Development (HUD) in order to receive its 2014 allocation of Community Development Block Grant (CDBG) funds, and

WHEREAS, all proposed CDBG-funded projects are consistent with the Consolidated Plan and its overall goals and strategies and the 2014 Annual Action Plan, and

WHEREAS, the proposed CDBG Budget includes projects which meet the national objective of low- and moderate-income benefit, and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Beloit, Rock County, Wisconsin, approves the 2014 Annual Action Plan, and

NOW THEREFORE BE IT FURTHER RESOLVED, that the City Council of the City of Beloit, Rock County, Wisconsin, approves the 2014 CDBG Budget as identified in the attached spreadsheet.

Adopted this 4th day of November 2013.

BELOIT CITY COUNCIL

Charles M. Haynes, Council President

ATTEST:

Rebecca Houseman LeMire, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: 2014 Annual Action Plan and 2014 Community Development Block Grant (CDBG) Budget

Date: November 4, 2013

Presenter(s): Julie Christensen

Department: Community Development Authority

Overview/Background Information:

To maintain its eligibility for CDBG funding, the City must submit an Annual Action Plan each year. This plan includes specific objectives for housing, homelessness, public housing, and community development. The Plan also includes information on the CDBG process, affordable housing, special needs populations, and CDBG Budget.

Key Issues (maximum of 5):

1. The Annual Plan submitted to HUD must include how the City intends to allocate its CDBG funds. The process for preparing the CDBG budget includes the following steps: A public hearing is held to give the public an opportunity to speak on the needs of the community; applications are available to agencies interested in applying for the CDBG funds; each applicant is required to present its application to the Community Development Authority (CDA); the CDA makes its recommendation to the City Council on how the CDBG funds should be allocated; a public hearing is held by the City Council; and adoption of the CDBG budget.
2. All recommended projects are consistent with the proposed 2010-2014 Consolidated Plan and 2014 Annual Action Plan. Proposed budget is attached to this report.
3. All recommended projects are eligible CDBG activities and meet one of the three national objectives.
4. All projects will be incorporated into the 2014 Annual Action Plan which is submitted to HUD.
5. A notice was published in the Beloit Daily News announcing the beginning of the 30-day review period and the dates of the two public hearings. Marc Perry from Community Action Inc. spoke during the public hearing on July 15, 2013. He indicated that there is a tremendous need in housing and that sustaining housing is critical for the community. He said there is especially a need the area of rental assistance, long-term housing, transitional housing, and housing stability.

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

- Consideration of this request supports Strategic Goal #4.

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

- **Reduce dependence upon fossil fuels** – Not applicable
 - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – Not Applicable
 - **Reduce dependence on activities that harm life sustaining eco-systems** – Not Applicable
 - **Meet the hierarchy of present and future human needs fairly and efficiently** – The CDA has proposed funding projects which meet the present and future needs of our low and moderate income population.
-

Action required/Recommendation:

Act on resolution approving the Annual Action Plan and Budget

Fiscal Note/Budget Impact:

If funding for Program Administration, Housing Rehabilitation or Code Enforcement is reduced, this may have an impact on the general fund budget.

Attachments:

2014 Annual Plan and Proposed 2014 CDBG budget



Fifth Program Year 2014 Action Plan

The CPMP 2014 Annual Action Plan includes the [SF 424](#) and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. As of May 2006, the Executive Summary narratives are required.

Narrative Responses

GENERAL

GRANTEE: City of Beloit

CON PLAN PERIOD: 2010 to 2014

Executive Summary (92.220(b))

1. **The Executive Summary is required. Include the objectives and outcomes identified in the plan and an evaluation of past performance.**

PY 2014 Action Plan Executive Summary:

Specific Housing Objectives

- Develop a variety of housing alternatives in order to satisfy a wider range of housing needs.
- Use the existing programs and resources to improve Beloit's older housing stock.
- Promote the conversion of rental to owner-occupied housing in neighborhoods with unusually high percentages of rental properties.
- Promote homeownership as an alternative to renting for qualified households.
- Support programs that enable homeowners to retain their homes, including foreclosure prevention programs.
- Support programs that enable elderly and disabled families to sustain and maintain homes.
- Support neighborhood revitalization efforts.

Evaluation of Past Performance

- The City of Beloit provided housing rehabilitation loans to low to moderate income homeowners and landlords renting to low to moderate income tenants. This program generates income and consequently continues to be available each year.
- The City of Beloit supported Neighborhood Housing Services' Foreclosure Prevention Program, which helps people stay in their homes.
- The City of Beloit supported the Senior Chore Service program and the Home Companion Registry which helps the elderly and disabled live independently in their homes.

Public Housing Strategies

- The BHA will work with Neighborhood Housing Services (NHS) to provide homeownership opportunities for its clients.
- The BHA will work with community partners to provide volunteer opportunities for BHA residents and applicants, which exposes the extremely low-income, low-income and moderate-income households to opportunities to increase their job training skills, people skills and self-esteem.
- The BHA will conduct strategic planning to address immediate capital needs with HUD's Capital Funds Program grant money. The BHA may have the opportunity to use other resources such as CDBG funds, HOPE VI funds, and WHEDA funds for longer-term projects such as the tax credit project now underway.
- The BHA will encourage extremely low-income, low-income and moderate-income families to utilize the least resistive housing opportunities available to them. They have a choice of programs that include public housing, Section 8 rental assistance, Section 8 homeownership and Family Self-Sufficiency.

Evaluation of Past Performance

- The Beloit Housing Authority has partnered with NHS over the past several years to provide training and education opportunities for its Family Self-Sufficiency and Homeownership Voucher program participants.
- The Beloit Housing Authority contracted with Voluntary Action Center to provide volunteer opportunities for its public housing residents.

Specific Homeless Strategies

- The City will continue to support and strengthen the limited resources of agencies that provide services and facilities for homeless persons in the City of Beloit.
- The City will continue to support Family Services Association and Community Action, Inc. and their transitional housing programs.

- The City will continue to support non-profits such as NHS and Family Services Association that provide programs to prevent foreclosures such as credit counseling and foreclosure prevention grants.
- The City will support programs that provide a comprehensive strategy to address clients' needs including case management, supportive housing, and client advocacy.
- Evaluation of Past Performance

The City of Beloit continued to provide CDBG funding to homeless programs and services that meet critical needs.

PY 2014 CDBG Program Proposed Budget	2013 Award	2014 Request	2014 CDA Recommendation
Public Service			
Community Action - Fatherhood Initiative and Skills Enhancement	\$ 19,702	\$ 60,000	\$ 21,500
Family Services - The Key: Transitional Living Program	\$ 6,896	\$ -	\$ -
Family Services - Beloit Domestic Violence Center: Emergency Housing	\$ 6,896	\$ 12,000	\$ 12,000
Family Services - Home Companion Registry for Senior Personal Care	\$ 14,692	\$ 15,000	\$ 15,000
Family Services - Homelessness Prevention and Rapid Rehousing Project	\$ 9,935	\$ -	\$ -
Hands of Faith - Emergency Shelter for Homeless Families	\$ 7,388	\$ 9,500	\$ 9,500
Merrill Community Center - Youth and Senior Programs	\$ 19,702	\$ 30,000	\$ 21,500
NHS - Homeownership: The Solution to Eliminating Blight	\$ 19,007	\$ 42,000	\$ 21,500
Salvation Army: After School Programming	\$ -	\$ 10,400	\$ 10,400
Stateline Literacy Council - Hispanic Outreach for Comprehensive Literacy	\$ 19,702	\$ 25,000	\$ 21,500
Voluntary Action Center - Beloit Senior Chore Service	\$ 6,896	\$ 6,812	\$ 6,800
Total Public Services	\$ 130,816	\$ 210,712	\$ 139,700
Planning and Program Administration			
Fair Housing Activities	\$ 15,000	\$ 15,000	\$ 5,000
Program Administration	\$ 118,247	\$ 130,000	\$ 125,000
Total Planning and Program Administration	\$ 133,247	\$ 145,000	\$ 130,000
Code Enforcement			
Community Development Dept. - Code Enforcement / Inspection Program	\$ 110,900	\$ 185,845	\$ 115,000
Total Code Enforcement	\$ 110,900	\$ 185,845	\$ 115,000
Housing Rehabilitation			
Community Development Dept. - Housing Rehab Revolving Loan Program	\$ 177,950	\$ 163,978	\$ 125,700
Total Housing Rehabilitation	\$ 177,950	\$ 163,978	\$ 125,700
Economic Development			
Economic Development - Commercial and Industrial Revolving Loan Fund	\$ -	\$ -	\$ -
Total Economic Development	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 552,913	\$ 705,535	\$ 510,400
CDBG Funds Available	\$ 552,913	\$ 500,000	\$ 500,000
Surplus/Deficit	\$ -	\$ (205,535)	\$ (10,400)
	2013 Estimated Program Income	2013 Actual Program Income	2014 Projected Program Income
Estimated Program Income			
Economic Development Revolving Loan Fund	\$63,000	\$ 230,000	\$ 39,000
Code Enforcement	\$74,100	\$ 60,000	\$ 60,000
Housing Rehabilitation Revolving Loan Fund	\$50,000	\$ 60,000	\$ 63,000
Neighborhood Housing Services	\$8,000	\$ 12,000	\$ 6,000
Total Estimated Program Income	\$195,100	\$ 362,000	\$ 168,000
Total CDBG Budget	\$837,765		\$ 668,000

Action Plan Required Elements:

Geographic Distribution/Allocation Priorities:

- 1. Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed during the next year.**

*Please note that maps or other attachments may be included as additional files within the CPMP Tool.

PY 2014 Action Plan Geographic Distribution/Allocation response:

CDBG programming will be provided City-wide, with priority given to areas with minority or low-income concentrations. Minority concentrations are census tracts in which the total percentage of minority households is higher than would be expected based upon average racial distributions. Census tracts 16, 17, 18 and 23 are classified as areas of minority concentration.

The 2005-2009 American Community Survey data shows low-income census tracts in the City of Beloit as 15, 16, 17, 18, and 21. All of these census tracts also have high concentrations of very-low income households. Roughly 26% of households in the City of Beloit are living at incomes at or below 30% of the County Median Income. However, the City will not be dedicating a set percentage of funds to any minority or low-income area.

- 2. Describe the reasons for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) (91.215(a)(1)) during the next year and the rationale for assigning the priorities.**

PY 2014 Action Plan Geographic Distribution/Allocation response:

Priority is given to those serving minority or low-income populations. The City also attempts to fund activities each year in the City's targeted neighborhoods, which include the Near Westside, Merrill and Shore Drive neighborhoods. The relative priority of needs was determined based on public comment received over the past five years. The City will not be dedicating a set amount of funds to any geographic area of the City. The majority of the programs funded are provided on a City-wide basis.

- 3. Describe actions that will take place during the next year to address obstacles to meeting underserved needs.**

PY 2014 Action Plan Geographic Distribution/Allocation response:

One of the key obstacles to meeting the underserved needs in Beloit is lack of adequate funding or other non-financial resources to adequately address a particular problem. Insufficient funding precludes the City from appropriately addressing every worthy project and often includes allocating funding at less than an optimal amount. The City does not fund programs which duplicate the work of other programs.

Non-financial resource limitations include insufficient numbers of trained volunteers or staff to provide expertise and support for programs and language

barriers. The City will also partner with the non-profits and others to consolidate resources. The City is part of the Rock County Homeless Intervention Task Force which works to consolidate resources, financial and non-financial, to meet the needs of all of Rock County.

Sources of Funds:

4. **Identify the federal, state, and local resources the jurisdiction expects to receive to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan. (92.220(c)(1))**

PY 2014 Action Plan Sources of Funds response:

\$500,000 in Community Development Block Grant, \$137,673 in HOME Investment Partnerships program funds, approximately \$400,000 in Low Income Public Housing Operating Subsidy, \$3,135,000 in Housing Choice Voucher Housing Assistance Payment Subsidy, \$340,000 in Housing Choice Voucher Administrative Subsidy, and \$165,000 in Capital Fund Program dollars are expected to be available in 2014.

5. **If you plan to dedicate funds within a local targeted area, provide the boundaries of the targeted area and an estimate of the percentage of funds you plan to dedicate to target area(s). (91.220(f))**

PY 2014 Action Plan Sources of Funds response:

We do not intend to dedicate funds within a local targeted area in 2014.

6. **If your plan includes a Neighborhood Revitalization Strategy Area or Areas, please identify the census tracts for each NRSA and an estimate of the percentage of funds you plan to dedicate to the NRSA(s).**

PY 2014 Action Plan Sources of Funds response:

Our plan does not include a Neighborhood Revitalization Strategy Area.

7. **Explain how federal funds will leverage resources from private and non-federal public sources.**

PY 2014 Action Plan Sources of Funds response:

The Community Development Block Grant funds used by local agencies are only a small portion of their overall budgets. However, these funds allow them to leverage other local dollars, including United Way funds, and other state, federal and private funds.

8. **Provide a description of how matching requirements of HUD's programs will be satisfied.**

PY 2014 Action Plan Sources of Funds response:

There are no matching requirements for Community Development Block Grant Program. Janesville is the PJ for our HOME dollars, so the match requirements for the HOME program will be reflected in its Annual Action Plan. We do not receive any other federal funds with match requirements.

9. **If the jurisdiction deems it appropriate, indicate publicly owned land or property located within the jurisdiction that may be used to carry out the plan.**

PY 2014 Action Plan Sources of Funds response:

There is no publicly owned land or property which will be used to carry out the plan.

Managing the Process

10. **Identify the significant aspects of the process, by which the plan was developed, and the agencies, groups, organizations, and others who participated in the process.**

PY 2014 Action Plan Managing the Process response:

Preparation of the Consolidated Plan included meeting with a steering committee (the Consolidated Planning Committee) which included members of the following organizations:

Beloit Youth Place	Merrill Community Center
Caritas	Neighborhood Housing Services
Community Action, Inc.	Stateline Literacy Council
Habitat for Humanity	Stateline United Way
Homeless Intervention Task Force	Voluntary Action Center
Home Companion Registry	

The Committee met three times over a 10 week period to discuss informational needs, develop formal strategies, and discuss public meetings. The City also held public hearings and hosted public meetings.

For the Annual Plan, a public hearing was held on July 18 to solicit citizen input on community development, housing, public housing and homeless needs in the City of Beloit. A notice was published in the newspaper and a notice was mailed to the City's CDBG mailing list which includes service providers, citizens, neighborhood representatives, and business advocates. No one spoke at the public hearing.

11. **Describe actions that will take place during the next year to enhance coordination between public and private housing, health, and social service agencies.**

PY 2014 Action Plan Managing the Process response:

The City is an active participant on several committees and boards including Neighborhood Housing Services of Beloit, African American Infant Mortality Coalition, Homeless Education Action Team, and the Homeless Intervention Task Force. Additionally, a City Council member is appointed to the Community Action Board. The City also has a good relationship with Rock County's

Community Development and Health departments, and the City Manager meets with Rock County officials on a regular basis.

Citizen Participation (91.220(b))

- 12. Provide a description of the process used to allow citizens to review and submit comments on the proposed consolidated annual plan, including how the plan (or a summary of the plan) was published for review; the dates, times and locations of a public hearing, or hearings; when and how notice was provided to citizens of the hearing(s); the dates of the 30 day citizen comment period, and if technical assistance was provided to groups developing proposals for funding assistance under the consolidated plan and how this assistance was provided.**

PY 2014 Action Plan Citizen Participation response:

The City of Beloit gave its citizens the opportunity to participate in an advisory role in planning, implementing, and assessing CDBG programs. Information about the goals of the CDBG program and the activities it funds was provided to all interested stakeholders. Public hearings were held to gauge the views of citizens.

The City held a public hearing on July 15, 2013 to give citizens an opportunity to identify issues which needed to be identified in the Annual Plan. A notice was published in the Beloit Daily News on July 13 and the Stateline News on July 14 notifying the public of that a public hearing would take place on July 15, 2013. Additionally, the City put the notice on the City's website on July 9, and the City Manager discussed the public hearing in his weekly e-newsletter to the citizens. The notice was also mailed to the CDBG mailing list, which includes the non-profit organizations and other interested agencies which provide services to low income people in Beloit.

The CDBG budget process began when notices were published on July 13 in the Beloit Daily News and July 14 in The Stateline News announcing that applications were available. A notice was also mailed to the CDBG mailing list on July 12, 2013 notifying agencies and interested parties that applications were available. Anyone needing assistance with filling out an application, determining the eligibility of a project or other CDBG assistance was helped.

The CDA reviewed the Annual Plan and budget on September 25, 2013 and recommended approval of both the plan and the budget. This meeting was provided to the media and posted on the City's website on September 20. A notice was published in the Stateline News on September 29, 2013 and in the Beloit Daily News on September 29, 2013 notifying the public of the 30-day public review period which began on October 1, 2013 and ended on October 31, 2013. This notice also notified the public that the plan and budget were available on the City's website, at City Hall and at the Beloit Public Library. It also informed the public that a public hearing would be held on October 21 and that final City Council action would take place on November 4, 2013. This notice was also mailed to the CDBG mailing list.

On October 21, a public hearing was held to give citizens an opportunity to comment on the proposed Annual Plan and proposed 2014 CDBG budget. On

November 4, the Annual Plan, and 2014 CDBG budget were reviewed and approved at a City Council meeting.

The Beloit Daily News, Stateline News, City Hall, the Public Library, and the City of Beloit's website were also utilized to disseminate information to the public. Citizens were able to review the Annual Plan at City Hall or the Beloit Public Library, and it was also posted on the City's website. Staff was available to provide assistance to Spanish-speaking residents who were interested in the plan documents. The City has bi-lingual staff in the Department who can provide this assistance.

- 13. Provide a summary of efforts made to broaden public participation in the development of the consolidated annual plan, including outreach to minorities and non-English speaking persons, as well as persons with disabilities.**

PY 2014 Action Plan Managing the Process response:

The annual plan was developed using the information and priorities established in the five-year plan. The process for developing the five-year plan included the establishment of a Steering Committee comprised of representatives from a range of homeless and minority programs.

Organizations which provide assistance to person with disabilities including Home Companion Registry, the Beloit Housing Authority, and Senior Chore Service were represented on the committee. Stateline Literacy Council which provides services to the growing Hispanic population was also involved in the process. Hands of Faith, an organization which provides services to homeless families, and Community Action, which provides a multitude of housing and homeless programs, was represented on the committee. For the 2014 Annual Plan, objectives and goals were reflective of the original five-year plan, which included input from a broad array of groups.

Staff was available to provide assistance to Spanish-speaking residents who were interested in getting involved in the planning process. The City has bi-lingual staff in the Department who can provide this assistance.

- 14. Provide a summary of citizen comments or views on the annual plan.**

PY 2014 Action Plan Managing the Process response:

Marc Perry from Community Action Inc. spoke during the public hearing on July 15, 2013. He indicated that there is a tremendous need in housing and that sustaining housing is critical for the community. He said there is especially a need the area of rental assistance, long-term housing, transitional housing, and housing stability. A public hearing was also held on October 21, 2013. Nobody spoke during the public hearing. No written comments were filed.

- 15. Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.**

*Please note that Citizen Comments and Responses may be included as additional files within the CPMP Tool.

PY 2014 Action Plan Managing the Process response:

All public comments are always accepted and reviewed for inclusion into the Strategic Plan and Annual Plan.

Institutional Structure

16. Describe actions that will take place during the next year to develop institutional structure.

PY 2014 Action Plan Institutional Structure response:

The City of Beloit will work with non-profits, public institutions and the private sector to implement the Consolidated Plan and Annual Plan. The City will continue to utilize the Community Development Authority (CDA) for review of the Consolidated Plan, annual action plans, proposed CDBG funding and any CDBG budget amendments.

The entire Community Development Department, including the Beloit Housing Authority, is now located on the third floor of City Hall. Therefore, the City and the Housing Authority are now able to work more closely together and are striving to partner, where it is appropriate.

Monitoring

17. Describe actions to be taken that will take place during the next year to monitor your performance in meeting goals and objectives set forth in your Consolidated Plan.

PY 2014 Action Plan Monitoring response:

On a quarterly basis, all CDBG applicants submit quarterly reports to the City, which are reviewed by City staff. Additionally, the City of Beloit will review the plan on a quarterly basis to ensure that goals and objectives are being addressed.

18. Describe steps/actions to be taken during the next year to ensure compliance with program requirements, including requirements involving the timeliness of expenditures.

PY 2014 Action Plan Monitoring response:

CDBG Subgrantees will continue to be required to submit quarterly reports, which contain information on the number of people served, progress made toward meeting their objectives and their financial status. Community Development staff will monitor the Subgrantees on an annual basis to ensure compliance with HUD regulations. Their financial reports are also reviewed at this time. Following these visits, letters are sent to Subgrantees when any problems are identified. Monitoring summaries are shared with the CDA and the City Council when they review and approve the CDBG budget.

On an annual basis, the City reviews the Consolidated Plan and Annual Action Plan to determine the progress made toward the goals, objectives and activities listed in the reports.

Mid-year, City staff reviews expenditure levels to ensure that caps are not exceeded. At this time, City staff also reviews current and prior year contracts to ensure that funds are expended in a timely manner.

The City of Beloit will monitor the progress of subgrantees throughout the year to ensure that they are expending their funds in a timely manner and providing the data required by the CDBG program. Additionally, the City will reallocate funds which are not being expended in a timely manner and/or work with subgrantees to ensure that funds are spent.

19. **Describe steps/action you will use to ensure long-term compliance with housing codes, including actions or on-site inspections you plan to undertake during the program year.**

PY 2014 Action Plan Monitoring response:

The City of Beloit has a construction specialist who monitors the housing rehab projects to ensure that all projects meet housing codes. Before any pay requests are processed for a grant, an on-site inspection is completed to ensure work is completed and housing codes are complied with. Additionally, construction work is always inspected by a building inspector.

The City also ensures that Neighborhood Housing Services obtains the required building permits for their new construction and housing rehab projects and provides on-site inspections of the projects. Additionally, the City has a fair housing code, and the Equal Opportunities and Human Relations Commission is responsible for any fair housing cases submitted to the City.

20. **Describe actions to be taken to monitor subrecipients (including sponsors or administering agents) during the next program year. This includes the monitoring of all programs, CDBG, HOME, ESG, or HOPWA, as applicable.**

PY 2014 Action Plan Monitoring response:

CDBG subgrantees will submit quarterly reports, which contain information on the number of people served, progress made toward meeting their objectives and their financial status. Staff will review the quarterly reports and ensure that subgrantees are meeting the goals and objectives outlined in their contracts and completing the tasks in a timely basis. Community Development staff monitor the subgrantees on an annual basis to ensure compliance with HUD regulations. Their financial reports will also be reviewed at this time. Following these visits, letters will be sent to subgrantees when any problems are identified. Monitoring summaries will be shared with the Community Development Authority and the City Council when they review and approve the CDBG budget.

On an annual basis, the City reviews the Consolidated Plan and Annual Action Plan to determine the progress made towards the goals, objectives and activities listed in the reports.

The City receives its HOME dollars through the Rock County HOME Consortium. Janesville is the PJ for this consortium, so all HOME activities are reported through Janesville. The City does not receive ESG or HOPWA funds.

Description of Activities

**If not using the CPMP Tool: Complete and submit Table 3C*

**If using the CPMP Tool: Complete and submit the Projects Worksheets and the Summaries Table.*

21. **The action plan must provide a summary of the eligible programs or activities that will take place during the program year to address the priority needs and specific objectives identified in the strategic plan.**

PY 2014 Action Plan Description of Activities response: (Use of the Summaries Table and Project Worksheets or Table 3C/2A will be sufficient. No additional narrative is required.)

The Projects Worksheets and Summaries Table provide information on the proposed projects for the 2014 Program Year.

In the project worksheets, projects are grouped under five projects: Code Enforcement, Economic Development, Housing Rehabilitation, Planning-Program Administration, and Public Services. The Code Enforcement Project includes the City's Code Enforcement and systematic Rental Inspection program in our deteriorated and deteriorating areas. The Housing Rehabilitation project includes the City's Housing Rehabilitation Revolving Loan Fund. The Planning-Program Administration project includes program administration activities. Finally, the Public Services project includes the following activities:

- Community Action – Fatherhood Initiative and Skills Enhancement
- Domestic Violence Center – Emergency Housing for Homeless Victims of Domestic Violence
- Greater Beloit Home Companion Registry
- Hands of Faith – Emergency Shelter for Homeless Families
- Merrill Community Center – Youth and Senior Programs
- NHS – Homeownership
- Stateline Literacy Council – Hispanic Outreach for Comprehensive Literacy
- Beloit Senior Chore Service

Summary of Specific Annual Objectives and Outcome Measures

**If not using the CPMP Tool: Complete and submit Table 2C and Table 3A.*

**If using the CPMP Tool: Complete and submit the Summary of Specific Annual Objectives Worksheets or Summaries.xls*

22. **Provide a summary of specific objectives that will be addressed during the program year. (91.220(c)(3))**

PY 2014 Action Plan Summary of Specific Annual Objectives response:
(Use of the Summaries Table and Project Worksheets or Table 3C/2A will be sufficient. No additional narrative is required.)

A summary of the specific objectives is addressed in the Summaries Table and Project Worksheets

23. **Describe the Federal Resources, and private and non-Federal public resources expected to be available to address priority needs and specific objectives during the program year.**

PY 2014 Action Plan Summary of Specific Annual Objectives response:
(Use of the Summaries Table and Project Worksheets or Table 3C/2A will be sufficient. No additional narrative is required.)

A summary of the specific objectives is addressed in the Summaries Table and Project Worksheets

24. **Describe the outcome measures for activities in accordance with Federal Register Notice dated March 7, 2006, i.e., general objective category (decent housing, suitable living environment, economic opportunity) and general outcome category (availability/accessibility, affordability, sustainability). 91.220(e)**

PY 2014 Action Plan Summary of Objectives/Outcomes response: (Use of the Summaries Table or Table 2C/Table 3A will be sufficient. No additional narrative is required.)

This information is provided in the Summaries Table and Table 2C/3A.

HOUSING

Annual Affordable Housing Goals (91.220(g))

**If not using the CPMP Tool: Complete and submit Table 3B Annual Housing Completion Goals.*

**If using the CPMP Tool: Complete and submit the Table 3B Annual Housing Completion Goals.*

25. **Describe the one-year goals for the number of homeless, non-homeless, and special-needs households to be provided affordable housing using funds made available to the jurisdiction and one-year goals for the number of households to be provided affordable housing through activities that provide rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units using funds made available to the jurisdiction. The term affordable housing shall be defined in 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership.**

PY 2014 Action Plan Annual Affordable Housing Goals response:
The information is provided in Table 3B.

Needs of Public Housing (92.220(b))

26. **Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.**

PY 2014 Action Plan Needs of Public Housing response:

The Beloit Housing Authority (BHA) will network with local agencies, departments and businesses to inform the public of available services for extremely low-income, low-income and moderate-income individuals.

- The BHA will partner with NHS to provide homeownership opportunities for its residents.
- The BHA will work with community partners to provide volunteer opportunities for BHA residents and applicants, which exposes the extremely low-income, low-income and moderate-income households to opportunities to increase their job training skills, people skills and self-esteem.
- The BHA will market available programs through local newspapers and radio stations. BHA staff will attend area Senior, Health, and Family events.
- The BHA will conduct strategic planning to address immediate capital needs with HUD's Capital Fund Program.
- The BHA will encourage extremely low-income, low-income and moderate-income families to utilize the least resistive housing opportunities available to them. They have a choice of programs that include public housing, Section 8 rental assistance, Section 8 homeownership and Family Self-Sufficiency.

The Housing Authority will also encourage residents to participate in the management of BHA through opportunities to serve on a resident council or the governing board, the CDA. There is currently one Section 8 participant on the CDA board who also purchased a home through the Homeownership Voucher program.

The Beloit Housing Authority maintains 131 public housing units and 598 Section 8 vouchers. As of October 2013, the waiting lists for housing were 475 for public housing and 567 for Section 8 vouchers.

There was shift of some public housing units to Project Based Section 8.

It is not expected that any units will be removed from the public housing inventory in the near future, but some were downsized due to the need of smaller units rather than the larger 4-bedroom units. Given the length of the waiting lists, we do not anticipate a decrease in the number of public housing units. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.

PY 2014 Action Plan Needs of Public Housing response:

The Beloit Housing Authority is not a "troubled" public housing agency.

Antipoverty Strategy

27. **Briefly describe the actions that will take place during the next year to reduce the number of poverty level families (as defined by the Office of**

Management and Budget and revised annually), taking into consideration factors over which the jurisdiction has control.

PY 2014 Action Plan Antipoverty Strategy response:

Through local partnerships, the City is increasing employment while educating citizens and providing life improvement skills.

- The City will support programs that provide assistance to persons to increase their job skills and marketability.
- The Beloit Housing Authority will continue its Family Self-Sufficiency Program in 2014.
- The Beloit Housing Authority will continue to provide homeownership opportunities to Section 8 participants in cooperation with NHS in 2014.
- The City will support non-profit organizations that provide assistance and advocacy to low- and moderate-income residents.
- The City will use the Economic Development Revolving Loan Fund to increase the number of living wage jobs to low- and moderate-income persons in the community.

The Housing Authority requires all public housing residents to perform 8 hours of community service per month when the participating adult is unemployed. By doing this, adults are learning new skills, acquiring self confidence and opening doors for new opportunities.

The Housing Authority offers intensive case management to families which includes budgeting classes, mentors, educational opportunities, and preferences with local employers. Through local partnerships, the City is increasing employment while educating citizens and providing life improvement skills.

Barriers to Affordable Housing

28. Describe the actions that will take place during the next year to remove barriers to affordable housing.

PY 2014 Action Plan Barriers to Affordable Housing response:

1. The City updated its Analysis of Impediments to Fair Housing in January of 2012. The report concluded that the City has continues to meet the goals of affordable and fair housing.

City staff will continue enforcement activity in 2014.

The City's zoning and development regulations are comprehensive and progressive and pose no barrier to affordable and fair housing goals for the City.

29. Describe the actions that will take place during the next year to foster and maintain affordable housing.

PY 2014 Action Plan Barriers to Affordable Housing response:

The City of Beloit will ensure that the affordable rental units are decent, safe and sanitary and meet local codes through its systematic rental inspection program.

The City of Beloit will support efforts by others to rehabilitate current tax credit projects.

The City of Beloit will provide financial resources for owner-occupants to maintain their homes.

The City of Beloit will provide financial resources for landlords to upgrade their rental units.

Lead-based Paint

30. **Describe the actions that will take place during the next year to evaluate and reduce the number of housing units containing lead-based paint hazards in order to increase the inventory of lead-safe housing available to extremely low-income, low-income, and moderate-income families, and how the plan for the reduction of lead-based hazards is related to the extent of lead poisoning and hazards.**

PY 2014 Action Plan Lead-based Paint response:

The Rock County Health Department will continue to refer families of children with high lead levels to the City of Beloit's program. We work jointly to solve these problems.

The City of Beloit will use its Lead Hazard Reduction Grant funds in concert with its housing rehabilitation funds. The lead funds will be used for the lead elements to make the house lead safe, and then the housing rehabilitation funds are used for other rehabilitation work needed to bring the home up to code. The City received additional lead dollars in 2013, which will expire in November of 2016.

The City of Beloit Housing Services Division requires all contractors hired through the Housing Rehabilitation Loan program to be certified lead safe, ensuring all work completed in project homes is performed in a lead safe manner and with lead-free replacement products.

The City will continue to operate the Rental Inspection program. Every rental unit in the City is inspected at least once every three years by inspection officials who are trained as Lead Hazard Investigators to look for lead risk in all units. If orders are written to correct a lead hazard, information is sent explaining how to fix the problem in a lead safe manner, and the property owner is cited if the lead issue is not corrected.

HOMELESS

Specific Homeless Prevention Elements

*Please also refer to the Homeless Needs Table in the Needs.xls workbook.

31. **Please describe, briefly, the jurisdiction’s plan for the investment and use of available resources and describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness by 2014. Again, please identify barriers to achieving this.**

PY 2014 Action Plan Specific Homeless Prevention response:

The City will provide funding through the CDBG program to programs that help chronically homeless individuals and families move into permanent housing and assist with any other issues they may have. Specifically, the City will support programs that provide:

- Outreach and assessment
- Supportive services
- Long-term case management and client advocacy
- Transitional housing
- Stabilization strategies to move homeless individuals into economic independence

The Beloit Housing Authority has established a local preference for individuals and families who are participants in the transitional living program for housing rental assistance and those who are victims of domestic violence.

A potential barrier to accomplishing these activities would be the financial viability of the agencies which provide homeless programs. For example, the Domestic Violence Center has struggled over the past several years financially, and continuing the transitional portion of the program, which provides the longer-term support and ensures that people stop the homeless cycle, is essential to achieving the goal of ending homelessness. Another barrier is the public support for these programs. If the public does not support these programs, the City Council could quit funding these programs with CDBG funds.

32. **Homelessness Prevention—The jurisdiction must describe its planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.**

PY 2014 Action Plan Specific Homeless Prevention response:

The City will continue to fund programs that provide financial assistance to individuals and families to prevent them from becoming homeless such as foreclosure prevention and emergency rental assistance identified through supportive case management.

The City will continue to support programs that provide rental assistance and supportive services to homeless persons or persons at risk of becoming homeless, such as Hands of Faith and Community Action.

The City will continue to support programs that provide credit counseling and foreclosure prevention programs.

The City will also continue serving on the Homeless Intervention Task Force Displacement Action Response Team, which provides a planned emergency response to mobilize resources in the event of a mass displacement of residents due to unfit conditions or condemnations.

33. **Discharge Coordination Policy—The jurisdiction must certify it established a policy for discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care, or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. (91.225 (c)(10))**

PY 2014 Action Plan Specific Homeless Prevention response:

The City will continue its involvement in the Homeless Intervention Task Force and its Resources Subcommittee, which continually addresses coordination of services and discharge as well as promotes the implementation of universal forms and participation in the State’s homeless database, WI ServicePoint.

Emergency Shelter Grants (ESG)

34. **If applicable, describe how the ESG matching requirements will be met.**

PY 2014 Action Plan ESG response:

This is not applicable. The City of Beloit does not received ESG dollars.

35. **(States only) Describe the process for awarding grants to State recipients, and a description of how the allocation will be made available to units of local government.**

PY 2014 Action Plan ESG response:

Not Applicable.

NON-HOMELESS SPECIAL NEEDS HOUSING

Non-homeless Special Needs (91.220 (c) and (e))

**If not using the CPMP Tool: Complete and submit Table 1B.*

**If using the CPMP Tool: Complete and submit Needs Table/Non-Homeless Needs.*

36. **Please describe any supportive housing activities being undertaken to address the priority housing needs of persons who are not homeless (elderly, frail elderly, persons with disabilities, persons with HIV/AIDS, persons with alcohol or other substance abuse problems).**

PY 2014 Action Plan Non-homeless Special Needs response:

The City will continue to support programs for seniors such as the Home Companion Registry, Senior Chore Service and Grinnell Hall.

The City will provide deferred housing rehab loans to special needs populations.

The Beloit Housing Authority has 41 housing units for the elderly and disabled, and has established a local preference for elderly and disabled residents.

The City will make special needs issues a priority when budgeting CDBG funds. The Beloit Housing Authority will continue to use its funds to provide services and housing to these populations.

COMMUNITY DEVELOPMENT

Community Development Block Grant

****If not using the CPMP Tool:** Complete and submit Table 2B, Table 1C Summary of Specific Objectives.*

****If using the CPMP Tool:** Complete and submit the Needs Worksheets/Non-Housing Community Development and Summary of Specific Annual Objectives Worksheets or Summaries.xls*

- 37. Identify the estimated amount of CDBG funds that will be used for activities that benefit persons of low- and moderate-income (an amount generally not to exceed ten percent of the total available CDBG funds may be excluded from the funds for which eligible activities are described if it has been identified as a contingency for cost overruns.)**

PY 2014 Action Plan Community Development response:

\$500,000 in 2014 new grant dollars and an estimated \$346,188 in program income will be used for activities that benefit person of low- and moderate-income. \$60,000 of this is generated from LMI rental properties in the City-wide Rental Dwelling Permit program. This program requires all rental units to be inspected on a three year cycle to ensure the properties are maintained to the minimum standards outlined in the City's Property Maintenance Code.

- 38. CDBG resources must include the following in addition to the annual grant:**

- a. **Program income expected to be received during the program year, including:**
- i. **The amount expected to be generated by and deposited to revolving loan funds;**

PY 2014 Community Development response:

\$60,000 is expected to be generated by and deposited to revolving loan funds.

The total amount expected to be received during the current program year from a float-funded activity described in a prior statement or plan.

PY 2014 Community Development response:

No funds are expected to be received during the program year from a float-funded activity described in a prior statement or plan.

- b. **Program income received in the preceding program year that has not been included in a statement or plan;**

PY 2014 Community Development response:

There is not any program income that has been received in the preceding program year that has not been included in a statement or plan.

- c. **Proceeds from Section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives in its strategic plan;**

PY 2014 Community Development response:

The City of Beloit does not have any Section 108 loan guarantees.

- d. **Surplus funds from any urban renewal settlement for community development and housing activities; and**

PY 2014 Community Development response:

The City of Beloit does not have any surplus funds from an urban renewal settlement.

- e. **Any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.**

PY 2014 Community Development response:

The City of Beloit does not have any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.

- 41. **NA If a jurisdiction intends to carry out a new CDBG float-funded activity, the jurisdiction's plan must include the following information:**

- a. **For the program income included in 1(b) above, the jurisdiction should identify the month(s) and year(s) in which the program income will be received; and which of the following options it will take for each float-funded activity to address the risk that the activity may fail to generate adequate program income:**
 - i. **amend or delete activities in the amount equal to any amount due from default or failure to produce sufficient income in a timely manner. (If this option is chosen, the action plan must include a description of the process it will use to select activities to be amended or deleted and how it will involve citizens in that process), OR**
 - ii. **obtain an irrevocable line of credit from a commercial lender for the full amount of the float-funded activity. (If this option is chosen, information on the float-funded activity in the action plan must include the lender and the terms of the irrevocable line of credit), OR**

- iii. **agree to transfer general local government funds to the CDBG line of credit in the full amount of any default or shortfall within 30 days of the float-funded activity's failure to generate projected program income on schedule.**

PY 2014 Community Development response:

The City of Beloit is not carrying out any float-funded activities.

39. **Identify the jurisdiction's priority non-housing community development needs eligible for assistance by CDBG eligibility category specified in the Community Development Needs, public facilities, public improvements, public services and economic development. (Use of Table 2B or the Community Development Needs Table is sufficient, additional narrative is not required)**

- a. **For activity for which the jurisdiction has not yet decided on a specific location, such as when a jurisdiction is allocating an amount of funds to be used for making loans or grants to businesses or for residential rehabilitation, provide a description of who may apply for the assistance, the process by which the grantee expects to select who will receive the assistance (including selection criteria), and how much and under what terms the assistance will be provided.**

PY 2014 Community Development response:

Economic Development Revolving Loan Fund: This loan fund provides loans to for-profit commercial, industrial or service sector businesses that will locate or expand in the City of Beloit by creating or retaining jobs.

Program funds are used to assist a business to finance exterior and interior building improvements, purchase land and building, new construction, purchase of machinery and equipment, land improvements, demolition, and leasehold improvements.

The program will loan a business up to 30 percent of the total project cost. The interest rate is as follows:

- If loaned in conjunction with a bank loan, 75 percent of the bank rate.
- Stand alone loans will be set at 75 percent of the Wall Street Prime rate at time of loan approval for projects with loan term greater than 10 years. 65 percent of Wall Street Prime rate for 1-10 year loan term.

The repayment terms are up to 25 years for land and buildings and 10 years for machinery and equipment.

The criteria used are the following:

- Ratio of Program dollars to the number of full-time equivalent (FTE) jobs created or retained, not to exceed \$35,000 per job. For FTE calculations, a full-time position will be employed 35 hours per week.
- At least 51 percent of the jobs created or retained must be available for low- to moderate-income persons.

- Ratio of Program dollars to private dollars in a project cannot be less than two private dollars for each Program dollar.
- Only those expenditures made within 18 months after approval of the Program loan shall be counted in the public/private dollar match.
- Applicant must contribute at least 10 percent equity into the project.

Housing Rehab Revolving Loan Fund: Housing rehab loans are available to any low- to moderate-income homeowner in the City of Beloit and any investor-owned rental units in the City of Beloit which is occupied by a low- to moderate-income family.

Additional Criteria: For homeowner loans, applicants must have equity in their homes, be free and clear of any judgments, and be current with their property taxes, with no delinquencies.

The individual loans available to owner-occupied properties are tailored to meet the applicant's financial needs and resources. Owner-occupied interest rates are 0 percent deferred payment loans or a 3 percent amortized loan. Investment property loans are offered at a fixed 3 percent rate.

The maximum loan amount for rehabilitation loans is \$20,000 for one dwelling unit, \$25,000 for two units and \$8,000 for additional dwelling units.

Owner-occupied property loans are available up to a 15-year term or can be deferred as long as the owner occupies the home. Investment property loans are available for ten years.

The Housing Rehab program consists of four loan programs: Owner-occupied Low Interest and Deferred Payment Loans, Rental Housing Rehab Program, Distressed Property Loan Program, and Construction Loan Program.

40. **Identify specific long-term and short-term community development objectives (including economic development activities that create jobs), developed in accordance with the statutory goals described in section 24 CFR 91.1 and the primary objective of the CDBG program to provide decent housing and a suitable living environment and expand economic opportunities, principally for low- and moderate-income persons.**

(Use of Table 2B or the Community Development Needs Table and Summaries Table is sufficient, additional narrative is not required)

PY 2014 Community Development response:
This information is provided in Table 2B.

41. **An "urgent need" activity may be included in the action plan only if the jurisdiction certifies that the activity is designed to meet other community development needs having a particular urgency because existing conditions pose a serious and imminent threat to the health or welfare of the community and other financial resources are not available.**

PY 2014 Community Development response:

The City of Beloit is not providing any funding for “urgent needs”.

HOME/ American Dream Down payment Initiative (ADDI)

NA

42. Describe other forms of investment not described in § 92.205(b).

PY 2014 Action Plan HOME/ADDI response:

Not applicable.

43. Describe how HOME matching requirements will be satisfied?

PY 2014 Action Plan HOME/ADDI response:

Not applicable.

44. If the participating jurisdiction (PJ) will use HOME or ADDI funds for homebuyers, it must state the guidelines for resale or recapture, as required in § 92.254 of the HOME rule.

PY 2014 Action Plan HOME/ADDI response:

Not applicable.

45. Describe the policy and procedures the PJ will follow to affirmatively market housing containing five or more HOME-assisted units.

PY 2014 Action Plan HOME/ADDI response:

Not applicable.

46. Describe actions to be taken to establish and oversee a minority outreach program within the jurisdiction to ensure inclusion, to the maximum extent possible, of minority and women, and entities owned by minorities and women, including without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking, underwriters, accountants, and providers of legal services, in all contracts, entered into by the PJ with such persons or entities, public and private, in order to facilitate the activities of the PJ to provide affordable housing under the HOME program or any other Federal housing law applicable to such jurisdiction.

PY 2014 Action Plan HOME/ADDI response:

Not applicable.

47. NA If you intend to use HOME funds for Tenant-Based Rental Assistance, describe the local market conditions that led to the use of the HOME funds for a tenant-based rental assistance program.

PY 2014 Action Plan HOME/ADDI response:

Not applicable.

48. **NA** If the TBRA program will target or provide preference for a special needs group, identify that group from the Consolidated Plan as having an unmet need and show that the preference is needed to narrow the gap in benefits and services received by that population?

PY 2014 Action Plan HOME/ADDI response:

Not applicable.

49. **NA** If the PJ will use HOME funds to refinance existing debt secured by multifamily housing that is that is being rehabilitated with HOME funds, it must state its refinancing guidelines required under § 92.206(b). The guidelines shall describe the conditions under which the PJ will refinance existing debt. At a minimum these guidelines must:

- a. Demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing.
- b. Require a review of management practices to demonstrate that disinvestments in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated.
- c. State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
- d. Specify the required period of affordability, whether it is the minimum 15 years or longer.
- e. Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area, such as a neighborhood identified in a neighborhood revitalization strategy under 24 CFR 91.215(e)(2) or a Federally designated Empowerment Zone or Enterprise Community.
- f. State that HOME funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.

PY 2014 Action Plan HOME/ADDI response:

Not applicable.

50. **NA** If the PJ is going to receive American Dream Down payment Initiative (ADDI) funds, please complete the following narratives:

- a. Describe the planned use of the ADDI funds.
- b. Describe the PJ's plan for conducting targeted outreach to residents and tenants of public housing and manufactured housing and to other families assisted by public housing agencies, for the purposes of ensuring that the ADDI funds are used to provide down payment assistance for such residents, tenants, and families.

- c. **Describe the actions to be taken to ensure the suitability of families receiving ADDI funds to undertake and maintain homeownership, such as provision of housing counseling to homebuyers.**

PY 2014 Action Plan HOME/ADDI response:
Not applicable

Housing Opportunities for People with AIDS NA

**If not using the CPMP Tool: Complete and submit Table 1B.*

**If using the CPMP Tool: Complete and submit Needs Table/HOPWA.*

51. **Provide a Brief description of the organization, the area of service, the name of the program contacts, and a broad overview of the range/ type of housing activities to be done during the next year.**

PY 2014 Action Plan HOPWA response:
Not applicable.

52. **Specify the one-year goals for the number of low-income households to be provided affordable housing using HOPWA funds for short-term rent, mortgage, and utility payments to prevent homelessness; tenant-based rental assistance, units provided in housing facilities that are being developed, leased, or operated.**

PY 2014 Action Plan HOPWA response:
Not applicable.

53. **Please describe the expected trends facing the community in meeting the needs of persons living with HIV/AIDS and provide additional information regarding the administration of services to people with HIV/AIDS.**

PY 2014 Action Plan HOPWA response:
Not applicable.

54. **Identify the method for selecting project sponsors (including providing full access to grassroots, faith-based and other community organizations).**

PY 2014 Action Plan HOPWA response:
Not applicable.

55. **Please note any evaluations, studies or other assessments that will be conducted on the local HOPWA program during the next year.**

PY 2014 Action Plan HOPWA response:
Not applicable.

Other Narrative

Include any Action Plan information that was not covered by a narrative in any other section.

The City of Beloit's Equal Opportunities and Human Relations Commission (EOHRC) adopted an Annual Strategy for 2013 to Address Impediments to Fair Housing at its October 15, 2012 meeting. This strategy outlines specific actions the City is to conduct in order to address each of the impediments identified in its most recent Analysis of Impediments to Fair Housing.

Below is a summary of specific actions have been taken, and will continue to be taken into 2014 in order to address these impediments and affirmatively further fair housing.

Inconsistent Administration of the Fair Housing Code: The constant change in staff liaison has resulted in much confusion by the public and City staff regarding where to direct Fair Housing complaints.

- The City's EOHRC has been developing by-laws that would codify procedures for administration of the City's Fair Housing Code. The by-laws are expected to be completed and adopted by City Council by December 2013.
- The City of Beloit partnered with the City of Janesville, the Beloit Property Manager's Association, the Janesville area Rental Property Association, and the Wisconsin Apartment Association to conduct an 8-week series of educational seminars regarding tenant / landlord law, which includes a session on Fair Housing. These trainings provide information on how and where to file fair housing complaints.
- City staff to the EOHRC hired an intern who provided educational seminars to various Community not-for-profit agencies including Community Action Inc. of Rock and Walworth Counties, Beloit Domestic Violence Center, Stateline Literacy Council, Property Manager's Association, and the local Continuum of Care Homeless Intervention Task Force (HITF). Brochures and flyers were distributed at each session regarding where to file complaints with the EOHRC and their procedures.

Lack of Bi-Lingual City Staff for Housing Programs: The Hispanic population of the City has grown 800% over the last ten years. Specific concern is with the lack of bi-lingual staff in the housing related divisions, such as the Housing Authority, Code Enforcement, and the Housing Loan Programs.

- Neighborhood Housing Services has provided homebuyer classes in Spanish and English since 2004. Their bilingual staff also provides credit counseling, homebuyer education, foreclosure prevention, and loan modification assistance. Fair lending is discussed as a part of their homebuyer education classes.

- The Equal Opportunities and Human Relations Commission's (EOHRC) brochure on fair housing has been available in both English and Spanish since 2004 in an attempt to reach out to all populations in Beloit. This brochure has recently been updated and has been disseminated to many social service agencies where diverse populations may frequent.
- The City's Equal Opportunities and Human Relations Commission (EOHRC) staff liaison has performed outreach and educational seminars on Fair Housing in both English and Spanish.
- City staff liaison to the EOHRC is bi-lingual and available to accept Fair Housing Complaints in person or over the phone during regular business hours. City staff liaison also assists complainants in completing the complaint form and will also accept complaints via email.
- Blackhawk Bank has two bi-lingual loan officers to assist Spanish-speaking people with obtaining mortgage loans.

Limited Number of Housing Choice Vouchers (Section 8): The Beloit Housing Authority has 598 Section 8 Vouchers and consistently has a waiting list of over 500 applicants. The focus group indicated there is a great preference in the community for Section 8 vouchers because unlike other subsidized housing, the participant has a choice in where to live.

- Since the number of Housing Choice Vouchers is set by formula by HUD, the Beloit Housing Authority is exploring other options to increase its capacity in Beloit.
- The Housing Authority continues its Family Self-Sufficiency program which helps Section 8 tenants move off the program and into self-sufficiency. This will create movement in the long waiting list.
- The Housing Authority also continues its Homeownership Voucher program. This program requires participants work at least 30 hours per week, which decreases the Housing Authority payment. The vouchers in this program are also temporary, which means they will become available to other participants as homeowners move off the program.
- Some Public Housing units have been converted to Project Based Section 8.

Low Payment Standards for Housing Choice Vouchers (Section 8): Beloit Housing Authority payment standards are lower than the other Section 8 program operating in the community, and are lower than the amount of rent a landlord could receive if they were to rent to non-Section 8 families. This is resulting in a drop in landlord participation in the program, which reduces the number of units available to persons seeking housing. Low payment standards also limit the choice in location of housing for households on this program.

- The Beloit Housing Authority has adjusted its payment standards within the restrictions of the program.
- The Beloit Housing Authority continues to explore other options to increase its capacity in Beloit.

Supply of Subsidized and Rental Housing: The primary concerns in Beloit seem to be that the City carries a disproportionate number of the County's subsidized households.

- The City supports the development of affordable housing.
- The City provides funding to agencies such as Neighborhood Housing Services and Community Action that acquire and rehabilitate houses. Community Action offers some of these homes as rentals to low-moderate income households at Fair Market Rent. Both agencies sell these homes to low-moderate income households, which oftentimes results in mortgage payments that are less than current rents in the area.

Origination and Denial Rates: Loan origination rates are lower in census tracts 15, 17, 18, and 23 where non-white populations exceed 25%.

- The City of Beloit has supported funding agencies that provide outreach and education in the area of lending to LMI individuals and protected populations. The City has provided CDBG funding to Neighborhood Housing Services (NHS) and Community Action, Inc. to provide credit and homeownership counseling.
- NHS has provided down payment assistance and credit counseling to LMI individuals since 2004 to help them strengthen their credit in order to get approved for a first mortgage.
- NHS has put into place an underwriting policy that prohibits providing down payment assistance and does not allow mortgage subordinations for lending products with predatory characteristics. NHS also actively educates LMI households about predatory loans in their homebuyer classes.
- Community Action Inc. has increased the number of self-sufficiency programs that educate participants to increase earned income, repair credit, and choose housing options that are financially viable including homeownership. Community Action Inc. also provides credit and homeownership counseling. Community Action also enrolls participants in financial literacy classes conducted by Neighborhood Housing Services.
- The Beloit Housing Authority (BHA) began participating in the Housing Choice Voucher Homeownership program 2005. Eighteen of their 598 voucher can be used to assist LMI families with subsidies for mortgage

payments. The Housing Authority employed a staff person until 2010 who was certified in Homebuyer Education and Credit Counseling resulting in ten participants purchasing homes. BHA now works with NHS of Beloit's credit counseling program to assist participants in improving credit to obtain a mortgage under this program.

Language Barriers: Limited English Proficiency (LEP) has come to the forefront of housing issues with the recent increase in Beloit's Latino population. Many of these people face language barriers regarding the ability to read and understand leases and mortgage documents and they may not realize if they are facing a fair housing issue.

- The EOHRC provided Fair Housing seminars in Spanish to participants participating in English Language classes at the Stateline Literacy Council. This agency provides English classes to Spanish speaking individuals and also houses the Latino Service Providers coalition. Brochures and complaint forms were placed at the agency.
- City staff liaison to the EOHRC has provided on-site outreach to vulnerable populations such as Beloit's Domestic Violence shelters. Complaint forms and informational brochures are disseminated at the time of outreach.
- The Fair Housing Investigator gives complainants the option to either meet at their residence or at a public location of complainant's choice, for completion of the complaint form.
- The EOHRC's brochure on fair housing has been translated into Spanish to reach out to the City's Latino populations. This brochure is placed at many social service agencies where protected populations may visit.
- The City staff liaison to the EOHRC provided educational presentations to the County's Homeless Intervention Task Force (HITF) and other social service agencies in order to bring awareness and resources to case workers who work closely with underserved and protected populations. This helps caseworkers recognize discriminatory behavior and provides tools to assist their clients in filing a complaint if needed.
- Fair Housing informational flyers and brochures are placed in public areas of City Hall for the public to take.

Resident Opposition: There were two proposed housing developments that received major resident opposition since 2004.

- In its Annual Strategy to Address Impediments to Fair Housing, the EOHRC has committed to reach out to agencies and provide materials so agencies and residents have practical resources to reference when needed. This will allow the City to provide education to the community, public officials, relevant boards, and developers when a tax credit or low/mixed income project is moving forward.
- City staff to the EOHRC has provided educational seminars to various Community not-for-profit agencies including Community Action Inc. of

Rock and Walworth Counties, Beloit Domestic Violence Center, Stateline Literacy Council, Property Manager's Association, and the local Continuum of Care Homeless Intervention Task Force (HITF). Brochures and flyers are distributed at each session.

Lack of Community Advocacy Groups for Disabled Persons and Persons with HIV: The City of Beloit's previous AI reported that persons with HIV were reported as having difficulties finding housing. However, attempts to reach out to the local AIDS Network were made by phone, email, and mail to participate in the focus group for this AI with no response.

- City staff to the EOHRC has provided educational seminars to various Community not-for-profit agencies including Community Action Inc. of Rock and Walworth Counties, Beloit Domestic Violence Center, Stateline Literacy Council, Property Manager's Association, and the local Continuum of Care Homeless Intervention Task Force (HITF). Brochures and flyers are distributed at each session.
- The City of Beloit has provided CDBG funding to agencies that advocate for and offer services to the elderly and disabled populations, such as Family Services Home Companion Registry, Beloit Senior Chore Service, and Merrill Center Senior Program.
- The City of Beloit invited disability advocacy groups to the AI focus group meetings including, Rock County Community Support Program, Rock County Council on Aging, Rock County Long Term Support, the local chapter of National Alliance on Mental Illness (NAMI) for input regarding possible discriminatory practices and suggestions on how to reach these individuals. Any comments or suggestions are incorporated into this AI.
- The Merrill Community Center children have participated in the annual Statewide Fair Housing Poster contest over the last three years. The Merrill Community Center also serves senior citizens.
- The Beloit Housing Authority has conducted outreach efforts with local agencies and social groups to increase accessibility to under-served populations.
- The City of Beloit's Fair Housing intern developed a Fair Housing lobby display that contains informational flyers, brochures, FAQ's, and the City's Fair Housing complaint form. This display is located in the Community Development Department lobby on the third floor of City Hall.

In addition, the City of Beloit's Economic Development Loan Program activities related to affirmatively furthering fair housing include job creation for LMI individuals.

Economic Development Revolving Loan Fund provides loans to for-profit commercial, industrial or service sector businesses that will locate or expand in the City of Beloit by creating or retaining jobs.

Program funds are used to assist a business to finance exterior and interior building improvements, purchase land and building, new construction, purchase of machinery and equipment, land improvements, demolition, and leasehold improvements.

Participant businesses must meet the following criteria to qualify for a loan:

- Ratio of Program dollars to the number of full-time equivalent (FTE) jobs created or retained, not to exceed \$35,000 per job. For FTE calculations, a full-time position will be employed 35 hours per week.
- At least 51 percent of the jobs created or retained must be available for low- to moderate-income persons.
- Ratio of Program dollars to private dollars in a project cannot be less than two private dollars for each Program dollar.
- Only those expenditures made within 18 months after approval of the Program loan shall be counted in the public/private dollar match.
- Applicant must contribute at least 10 percent equity into the project.

The program will loan a business up to 30 percent of the total project cost. The interest rate is as follows:

- If loaned in conjunction with a bank loan, 75 percent of the bank rate.
- Stand-alone loans will be set at 75 percent of the Wall Street Prime rate at time of loan approval for projects with loan term greater than 10 years. 65 percent of Wall Street Prime rate for 1-10 year loan term.

The repayment terms are up to 25 years for land and buildings and 10 years for machinery and equipment.

2014 Community Development Block Grant Budget Spreadsheet

	2013 Award	2014 Request	2014 Staff Recommendation	2014 CDA Recommendation	2013 Council Approved
Public Service: 15% cap =					
\$129,300					
1 Community Action - Fatherhood Initiative and Skills Enhancement	\$ 19,702	\$ 60,000	\$ 21,500	\$ 21,500	
2 Family Services - The Key: Transitional Living Program	\$ 6,896	\$ -	\$ -	\$ -	
3 Family Services - Beloit Domestic Violence Center: Emergency Housing	\$ 6,896	\$ 12,000	\$ 12,000	\$ 12,000	
4 Family Services - Home Companion Registry for Senior Personal Care	\$ 14,692	\$ 15,000	\$ 15,000	\$ 15,000	
5 Family Services - Homelessness Prevention and Rapid Rehousing Project	\$ 9,935	\$ -	\$ -	\$ -	
6 Hands of Faith - Emergency Shelter for Homeless Families	\$ 7,388	\$ 9,500	\$ 9,500	\$ 9,500	
7 Merrill Community Center - Youth and Senior Programs	\$ 19,702	\$ 30,000	\$ 21,500	\$ 21,500	
8 NHS - Homeownership: The Solution to Eliminating Blight in the City of Beloit	\$ 19,007	\$ 42,000	\$ 21,500	\$ 21,500	
9 Salvation Army: After School Programming	\$ -	\$ 10,400	\$ -	\$ -	
10 Staline Literacy Council - Hispanic Outreach for Comprehensive Literacy	\$ 19,702	\$ 25,000	\$ 21,500	\$ 21,500	
11 Voluntary Action Center - Beloit Senior Chore Service	\$ 6,896	\$ 6,812	\$ 6,800	\$ 6,800	
Total Public Services	\$ 130,816	\$ 210,712	\$ 129,300	\$ 129,300	
Planning and Program Administration: 20% cap =					
\$133,600					
12 Fair Housing Activities	\$ 15,000	\$ 15,000	\$ 5,000	\$ 5,000	
13 Program Administration (No Application Needed)	\$ 118,247	\$ 130,000	\$ 125,000	\$ 125,000	
Total Planning and Program Administration	\$ 133,247	\$ 145,000	\$ 130,000	\$ 130,000	
Code Enforcement					
14 Community Development Dept. - Code Enforcement / Inspection Program	\$ 110,900	\$ 185,845	\$ 115,000	\$ 115,000	
Total Code Enforcement	\$ 110,900	\$ 185,845	\$ 115,000	\$ 115,000	
Housing Rehabilitation					
15 Community Development Dept. - Housing Rehabilitation Revolving Loan Program	\$ 177,950	\$ 163,978	\$ 125,700	\$ 125,700	
Total Housing Rehabilitation	\$ 177,950	\$ 163,978	\$ 125,700	\$ 125,700	
Economic Development					
16 Economic Development - Commercial and Industrial Revolving Loan Fund	\$ -	\$ -	\$ -	\$ -	
Total Economic Development	\$ -	\$ -	\$ -	\$ -	
GRAND TOTAL	\$ 552,913	\$ 705,535	\$ 500,000	\$ 500,000	\$ 500,000
CDBG Funds Available	\$ 552,913	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Surplus/Deficit	\$ -	\$ (205,535)	\$ -	\$ -	\$ -

				\$ -	\$ -
Estimated Program Income	2013 Estimated Program Income	2013 Actual Program Income	2014 Projected Program Income	2014 Projected Program Income	
17 Economic Development Revolving Loan Fund	\$63,000	\$ 230,000	\$ 39,000	\$ 39,000	\$ 39,000
18 Code Enforcement	\$74,100	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
19 Housing Rehabilitation Revolving Loan Fund	\$50,000	\$ 60,000	\$ 63,000	\$ 63,000	\$ 63,000
20 Neighborhood Housing Services	\$8,000	\$ 12,000	\$ 6,000	\$ 6,000	\$ 6,000
Total Estimated Program Income	\$195,100	\$ 362,000	\$ 168,000	\$ 168,000	\$ 168,000
Total CDBG Budget	\$837,765		\$ 668,000	\$ 668,000	\$ 668,000

Pub Service Cap = (2014 Grant + 2013 PI) x 15%	129,300
Planning Cap = (2014 Grant + 2014 PI) x 20%	133,600

**RESOLUTION
APPROVING THE 2014
HOME INVESTMENT PARTNERSHIP (HOME) BUDGET**

WHEREAS, the City of Beloit is expected to receive \$76,935 in HOME Investment Partnership (HOME) funds for City projects and \$60,738 in Community Housing Development Organization (CHDO) projects in 2014; and

WHEREAS, Neighborhood Housing Services of Beloit (NHS) and Community Action, Inc. (CAI) are both eligible Community Housing Development Organizations in the City of Beloit; and

WHEREAS, CHDO dollars are required to be expended on development activities and are recommended by the Community Development Authority to be used for acquisition-rehabilitation projects; and

WHEREAS, the City's housing rehabilitation loan program and acquisition-rehabilitation projects are eligible HOME projects; and

WHEREAS, the two recommended projects are consistent with the City's Consolidated Plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beloit, Rock County, Wisconsin, allocates the 2014 City HOME funds to the City's housing rehabilitation loan program for owner-occupied and rental rehabilitation projects and the 2014 CHDO funds to either NHS' or CAI's acquisition-rehabilitation programs.

Adopted this 4th day of November, 2013.

BELOIT CITY COUNCIL

Charles M. Haynes, Council President

ATTEST:

Rebecca Houseman LeMire, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Consideration of the 2014 HOME Investment Partnerships Proposed Budget

Date: November 4, 2012

Presenter(s): Julie Christensen

Department: Community Development Authority

Overview/Background Information:

In July 2001, the City of Beloit, Rock County and City of Janesville formed the Rock County HOME Consortium. This allows us to receive HOME funds directly from the Department of Housing and Urban Development (HUD) similar to CDBG.

Key Issues (maximum of 5):

1. According to HOME Investment Partnership Program guidelines, 15 percent of the HOME funds must be allocated to a Community Housing Development Organization (CHDO). In this HOME agreement, it was determined that this 15 percent would be allocated to a CHDO in Beloit. This agreement also established that the City of Beloit would receive 19 percent of the Consortium dollars awarded.
 2. For 2014, we are estimating that the Consortium will receive \$404,922. Based on that budget, the City of Beloit's share would be \$76,935, and the CHDO share would be \$60,738.
 3. On September 25, the Community Development Authority (CDA) recommended that the City's dollars be used to fund the City's Housing Rehabilitation Revolving Loan Fund for both owner-occupied and renter-occupied properties. At this time, the CDA is recommending that the CHDO dollars be used for acquisition-rehabilitation projects by either NHS or CAI. We will formally program those dollars in 2014.
-

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

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

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

- **Reduce dependence upon fossil fuels** – Not applicable
 - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – Not Applicable
 - **Reduce dependence on activities that harm life sustaining eco-systems** – Not Applicable
 - **Meet the hierarchy of present and future human needs fairly and efficiently** – The CDA has proposed funding projects which meet the present and future housing needs of our community.
-

Action required/Recommendation:

CDA recommends approval of the proposed resolution

Fiscal Note/Budget Impact:

Not Applicable

Attachments:

Resolution

**RESOLUTION
APPROVING THE 2014 BUSINESS IMPROVEMENT DISTRICT
OPERATING PLAN AND BUDGET**

WHEREAS, the continued vitality of the Downtown Business district is necessary to retain existing business and attract new business to the City of Beloit; and

WHEREAS, declining public revenues emphasize the importance of assembling a viable public-private partnership to undertake revitalization of this district; and

WHEREAS, the continued management, promotion, and development of Downtown Beloit is necessary to insure continued success in the Downtown Revitalization program; and

WHEREAS, the Downtown Beloit Association has entered into its' twenty-fifth year as a Main Street organization with Beloit designated as a Main Street community; and

WHEREAS, section 66.1109 of the Wisconsin Statutes authorizes cities, villages and towns to adopt an operation plan for the development, redevelopment, maintenance, operation, and promotion of a business improvement district; and

WHEREAS, the Downtown Beloit Association Board of Directors approved the 2014 Operating Plan and Budget on September 26, 2013; and

WHEREAS, the estimated 2013 Business Improvement District assessment is \$116,981.05.

NOW, THEREFORE, BE IT RESOLVED, that the 2014 Operating Plan and Budget be approved.

FURTHERMORE, BE IT RESOLVED, that the City Manager is authorized to sign a letter of agreement with the Wisconsin Economic Development Corporation in 2014 to continue Beloit's designation as a Wisconsin Main Street Community.

Dated at Beloit, Wisconsin this 4th day of November 2013

Beloit City Council

Charles M. Haynes, President

ATTEST:

Rebecca Houseman LeMire, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Resolution approving the 2014 Business Improvement District Operating Plan and Budget

Date: November 4, 2013

Presenter(s): Shauna El-Amin

Department(s):

Economic Development

Overview/Background Information: In 1987, the Downtown Beloit Association (DBA) was formed. In 1988, the Business Improvement District (BID) was formed along with designating Downtown Beloit as a Main Street Community. The BID is an essential source of income for the DBA. The BID Assessment rate will remain the same at \$3.88/1000, where it has been since 2007. The BID will be expanded to include six additional parcels, please see attached map. New parcels are shaded.

Key Issues (maximum of 5):

1. The estimated BID Assessment to be received in 2014 is \$116,981.05. This is a decrease from last year of roughly \$4,780.55. The new parcels included will give the DBA an increase in 2015 of an estimated \$6,440.
2. On September 26, 2013, the Downtown Beloit Association Board of Directors approved the Budget for 2014.

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

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

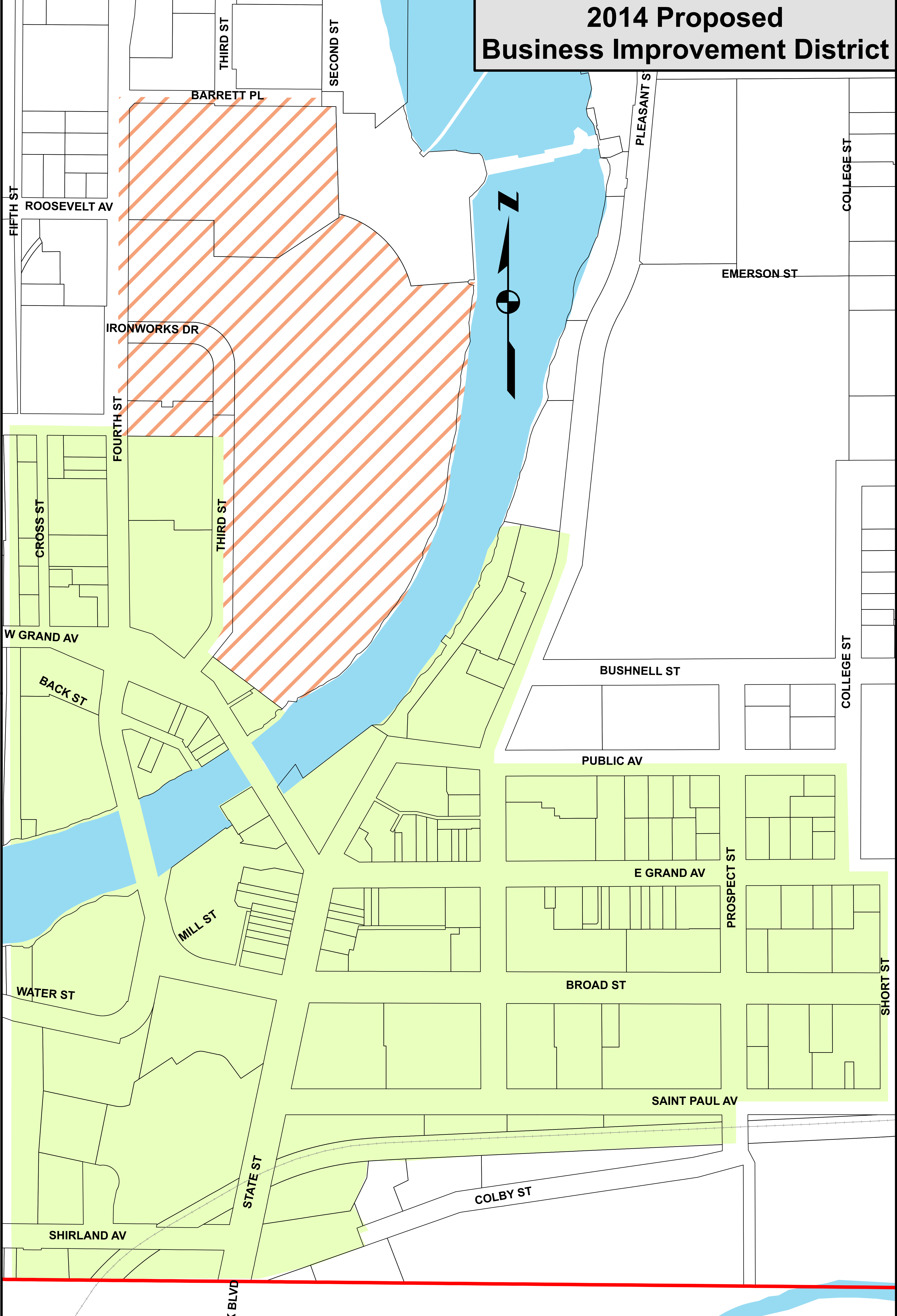
- **Reduce dependence upon fossil fuels**
NA
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
NA
- **Reduce dependence on activities that harm life sustaining eco-systems**
NA
- **Meet the hierarchy of present and future human needs fairly and efficiently**
The Business Improvement District is a powerful economic development tool used to leverage private investment and creation of good paying jobs. This organization invests in the historic core of our community and preserves the heritage and economic vitality of Downtown Beloit for generations to come.

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

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

Fiscal Note/Budget Impact: No impact on operating budget. Funded through the BID.

2014 Proposed Business Improvement District



 Business Improvement District

 Proposed Addition to Business Improvement District



DOWNTOWN
BELOIT

Windows of Opportunity

2014

BUSINESS IMPROVEMENT DISTRICT OPERATING PLAN

be in it

STATEMENT OF PURPOSE

Wisconsin Act 184 allows a city, upon petition of property owner, to create a Business Improvement District (BID) that enables property owners within that district to access themselves in order to maintain and enhance business viability by providing services to its' members by engaging in activities that can protect investments and enhance property values. As a result of this pooled assessment, there is a cost-benefit to individual property owners that affect parts of, or the whole district. It affords property owners a very real role in directing those affairs within the district which influence their investment and their environment.

Wisconsin Act 184 is a financial tool created by the State legislature that allows a municipality to levy a special assessment on business to pay for the development management, operation, maintenance and promotion of a defined BID. This is a critical tool for business people in Downtown Beloit in that it allows them to establish a strong organization in order to encourage and promote business development. Just as good schools, good parks, and good roads are essential for a balanced community, a prosperous Downtown serves the community as the financial center, service center, and special events center. It is a feature which all sectors of the community can take pride in and share.

A BID is the best source of funds that will allow the business people themselves to coordinate promotion, management and maintenance programs for the Downtown area. An improved central business district will create a positive image for not only those businesses within the district, but for the community as a whole.

BID'S RELATIONSHIP TO THE BELOIT COMPREHENSIVE PLAN

The Downtown Redevelopment Plan adopted by the Beloit City Council March 3, 2008 was developed by Vandewalle & Associates under the guidance of the Downtown Beloit Association and a Downtown Planning Committee with funding through the City's Community Development Block Grant. The Plan provides a vision and an implementation framework to guide redevelopment activities to shape the future of Downtown Beloit. The Plan provides recommendations for land use, building preservation, redevelopment, urban design, public improvements, and Plan implementation. The Downtown Redevelopment Plan was undertaken concurrently with the Beloit Comprehensive Plan and consequently, in addition to being a stand-alone document, the Plan is also considered an element of the Comprehensive Plan.

It is intended that the BID will complement the 2008 Comprehensive Plan as former BID's complemented the 1981 and 1998 Comprehensive Plans.

The following are five key Downtown redevelopment opportunities presented in the Plan:

1. Urban Housing: Attracting more residents to Downtown is a critical part of enlivening Downtown activity. Beloit offers an affordable cost of living which should be promoted as part of the Downtown housing initiative.
2. Business Recruitment and Retention: The DBA and other strategic partners should continue to play an active role to facilitate business recruitment and retention. Downtown Beloit draws from a retail market area of 100,000 people within a 10-mile radius, and its proximity to major population centers creates significant opportunity for Downtown to continue to grow as a regional destination.
3. Strengthen Connections with Beloit College: The DBA should build upon their strong relationship with Beloit College by partnering with them to forward several initiatives, including promoting Downtown housing, retail to serve the campus community.

4. Increase Corporate Involvement: Much of Beloit's success to date in redeveloping Downtown is attributable to public-private partnerships. Beloit corporations should continue to be sought as long-term partners to advance Downtown initiatives that benefit both the participating businesses and the community as a whole.
5. Riverfront Redevelopment: Downtown redevelopment should be focused, particularly in the initial stages, on the river. Riverfront uses should capitalize on river views and access—retail, residential, and entertainment uses in particular should be targeted. The relocation of Kerry Americas presents an opportunity to redevelop two riverfront sites in particular.

These references, along with others, show how the continued existence of the BID in Downtown Beloit will help to implement many of the goals that have been outlined in the comprehensive plan.

PROGRAM BENEFICIARIES

The BID program has been designed so that it will provide some benefit to all business interests within the district. There are many diversified interests existing within Downtown Beloit, therefore, a program has been created which will provide an equal amount of benefit to all groups which do business Downtown. The BID plan has been developed so that it will provide benefits to the following interests:

RETAILERS: Money generated through the BID assessment will be used to develop programs which will increase business activity in the Downtown area. A comprehensive promotional program, which will reinforce the existing promotional programs such as ArtWalk, Farmers' Market, Celebrate Weekend and Street Dance, Grand Lighted Holiday Parade, Halloween Parade & Party, Holidazzle and Fridays in the Park. Retailers will benefit from such activities as these will generate traffic and a feeling of activity in the Downtown.

Money budgeted for design improvements will be used for projects which will improve the visual image Downtown. The Sign Grant Program, Facade Grant Program, and the Design Assistance Program will directly assist retailers. The continuation of Project Clean Sweep will insure that the public spaces will be kept clean and well maintained. Retailers will benefit from these programs because as the Downtown becomes more attractive so shall their business.

An established business recruitment and retention campaign will continue to aid retailers in Downtown as it will aid existing businesses to be more competitive and bring in new businesses that will complement existing retail uses. New business startups will also help increase traffic.

SERVICE PROVIDERS: Service providers will benefit from the proposed promotional activities as some of these events have been designed to enhance their industry as well. A quality calendar of promotional events helps to animate the environment and build foot traffic.

Design improvements will reflect a positive image on the service providers as well as an improved visual image Downtown will compliment the image of each private interest Downtown. As the public feels more confident and comfortable with the environment Downtown they will spend more time and more money there.

Service providers will benefit from the business recruitment program as new compatible retailers

and service providers are attracted to the Downtown. These new businesses will all be potential new customers and clients for the existing service providers.

INDUSTRIAL FIRMS: Industrial firms located Downtown will benefit from the BID promotional programs as these events will provide a source of recreation and entertainment for their employees. The additional improvements to the physical environment and the overall effect of creating an ambience Downtown will help make Downtown an attractive, clean and active business district which will reflect positively on a corporate image.

PROPERTY OWNERS: Property owners will also benefit from the BID activities. As the proposed promotional and design programs take effect, the vitality of the Downtown will increase and eventually this increased vitality will result in an increase in the value of property located Downtown. The property owner who is in possession of vacant property will benefit from the business recruitment program as it may provide that owner with the best opportunity to fill that space.

PROGRAM GOALS AND OBJECTIVES

In 1988 Beloit was officially designated as one of the State's first five Main Street communities. The Downtown Beloit Association will continue to follow the developmental model outlined by the Main Street four-point approach. The Downtown Beloit Association has developed a set of goals and objectives and has produced a comprehensive work plan that is updated regularly. The Board of Directors will be responsible for overseeing the implementation of the work plan and will ensure the Mission Statement, Goals and Objectives are carried out. The Board shall have all powers necessary or convenient to implement the operating plan, including the power to contract per State Statutes 66.608.

VISION STATEMENT:

Downtown Beloit is a culturally rich, vibrant, united neighborhood that promotes and reflects a balanced mix of businesses and an engaged community.

MISSION STATEMENT:

To attract and retain a business mix that cultivates economic and social prosperity.

OPERATIONS / EXECUTIVE COMMITTEE

GOAL: Partner, communicate and represent District members to advance the District.

OBJECTIVE: Strengthen Main Street Organization

OBJECTIVE: Diversify future funding

OBJECTIVE: Continue to refine parking policies

OBJECTIVE: Publish newsletter and/or broadcast communications to district

OBJECTIVE: Recognize projects and people who build and support Downtown Beloit

OBJECTIVE: Insure compliance with all federal, state, and local regulations

PROMOTIONS COMMITTEE

GOAL: Market Downtown Beloit as a place to live, work and play.

- OBJECTIVE: Plan, promote and implement Easter Eggstravaganza
- OBJECTIVE: Plan, promote and implement ArtWalk
- OBJECTIVE: Plan, promote and implement Farmers' Market
- OBJECTIVE: Plan, promote and implement Fridays in the Park
- OBJECTIVE: Plan, promote and implement Celebrate Weekend and Street Dance
- OBJECTIVE: Plan, promote and implement Halloween Costume Parade & Party
- OBJECTIVE: Plan, promote and implement the Grand Lighted Holiday Parade
- OBJECTIVE: Manage and promote Merchant's Holiday Lighted Window Contest
- OBJECTIVE: Plan, promote and implement Holidazzle
- OBJECTIVE: Manage Showmobile

DESIGN COMMITTEE

GOAL: Continuously improve and preserve the appearance and character of the Downtown.

- OBJECTIVE: Develop programs that will improve the appearance of privately owned property
- OBJECTIVE: Provide design assistance
- OBJECTIVE: Maintain public areas
- OBJECTIVE: Manage Sign Grant program
- OBJECTIVE: Manage Façade Grant program
- OBJECTIVE: Nominate properties for local historic designation
- OBJECTIVE: Continue Hanging Baskets and Flower Urns program

ECONOMIC RESTRUCTURING COMMITTEE

GOAL: Strengthen and grow the District's economic base.

- OBJECTIVE: Continue business recruitment and retention programs
- OBJECTIVE: Implement marketing and business development projects
- OBJECTIVE: Publish online business directory
- OBJECTIVE: Develop Downtown marketing program

BOARD OF DIRECTORS

The Downtown Beloit Association will maintain a Board of Directors in conformance with the Wisconsin Act 184. This board will be responsible for the management of the BID. Responsibilities of the board include implementing the operating plan and preparing annual reports on the district. The board will also annually consider and make changes to the operating plan and submit the operating plan to the City Council for approval.

The day to day activities of the Board of Directors shall be governed by its By-Laws referred to in this plan.

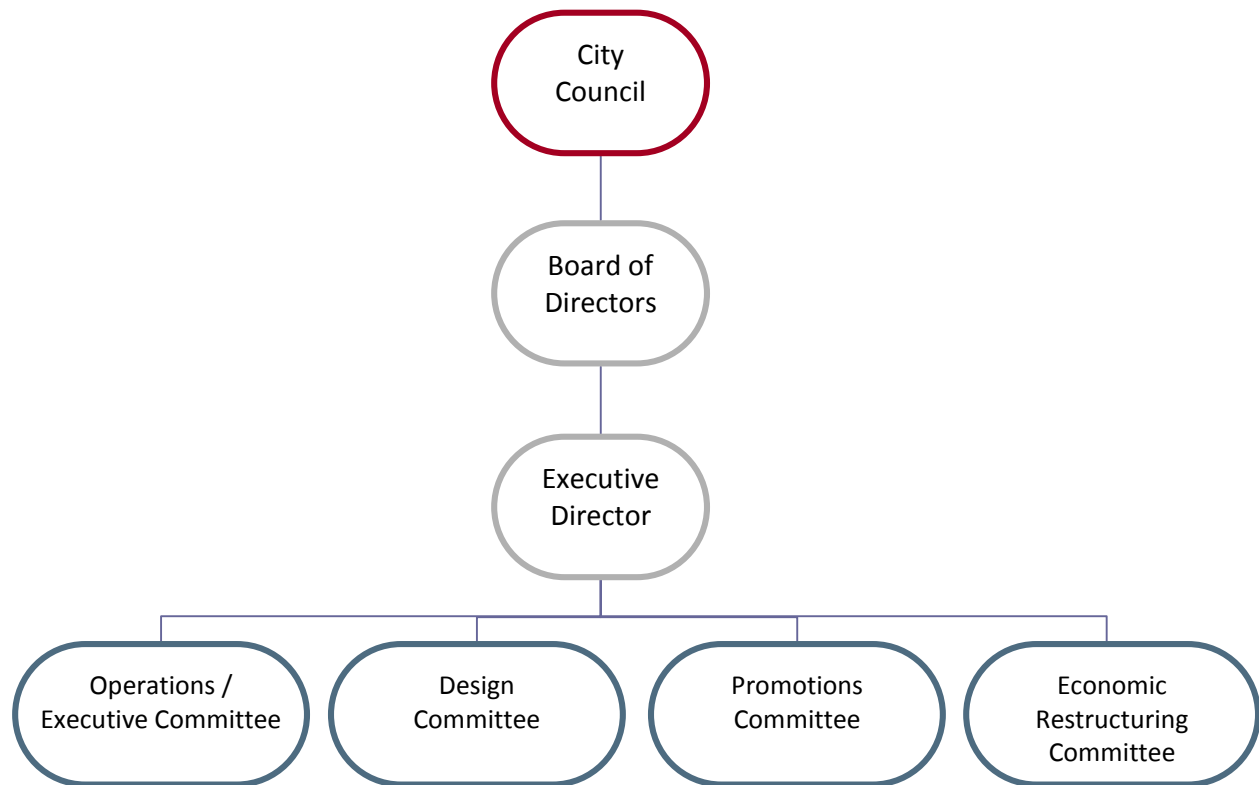
Furthermore, an Operations / Executive Committee will meet on a monthly basis to manage the day to day activities of the district. The Operations / Executive Committee will consist of the 4 (four) officers: Chairperson, Vice Chairperson, Secretary, and Treasurer. Other people on this committee will be the chair from each committee and the immediate Past Chairperson.

The board will consist of thirteen members, eight of which shall be property owners within the district. This board shall be appointed by City Council and shall serve staggered terms as designated by the City Council. The board should represent the following interest:

- Six (6) Owner Occupants
- Two (2) Non-Owner Occupants
- Two (2) Property Owners
- One (1) Resident Appointed at large
- One (1) Beloit College Representative
- One (1) Council Representative

In addition, board members should be representative of different areas within the district, as well as large and small business. The board will also conduct its affairs under the open meeting law and will keep minutes for public record.

STRUCTURE OF THE DOWNTOWN BELOIT ASSOCIATION



SPECIAL ASSESSMENT AND EXEMPTIONS

The projects proposed in the 2013 operating plan will be funded through a special assessment. Assessments to meet the BID budget will be levied against each property within the district based on its most recent equalized value. Properties used for commercial purposes and those used exclusively for manufacturing will be eligible for assessment. Real property used exclusively for residential purposes will not be assessed as required by Wisconsin Statute 66.608. Properties which are exempt from paying property taxes such as public utilities, non-profit organizations, religious institutions, and governmental bodies are also exempt from the special assessment.

The proposed assessment is \$3.88/1,000 of assessed valuation.

The only exception to this formula relates to the largest properties within the district with an assessed value of \$773,200 or more. In order to equalize the assessment as fairly as possible no property will be specially assessed over \$3,000. This policy has been adopted because these properties account for over 48.6% of the total valuation of the BID properties. By establishing a special assessment ceiling of \$3,000 the assessment is distributed more evenly between all the properties.

In accordance with the Downtown Beloit Association's By-laws, the fiscal year for this plan begins January 1, 2013. The City of Beloit will assess Downtown properties and distribute those assessments to the Downtown Beloit Association's BID Board of Directors.

Clerical costs involved with the administration of the assessment shall be provided by the City of Beloit.

PROPOSED 2014 BUDGET

Income

100 · Miscellaneous Income	\$ 12,000.00
103 · Annual Dinner	\$ 1,000.00
115 · Celebrate Downtown	\$ 35,000.00
117 · Holidazzle	\$ 3,000.00
118 · Grand Lighted Holiday Parade	\$ 3,000.00
121 · City of Beloit - Assessment	\$123,421.05
126 · Showmobile	\$ 3,000.00
128 · Investment Income	\$ 650.00
132 · Hanging Baskets	\$ 3,500.00
133 · Farmers' Market	\$ 28,000.00
136 · Fridays in the Park	\$ 9,000.00
139 · ArtWalk	\$ 2,500.00
145 · Non-Assessed Member	\$ 1,000.00
148 · Halloween Parade	\$ 1,000.00
207 · Interest Income (MM)	\$ 100.00
155 · Easter Eggstravaganza	\$ 500.00
177 · DBA T-shirts	\$ 300.00
209 · Carry Over	\$171,107.56
Total Income	\$398,078.61

Expense

300 · General Expenses	
305 · Audit	\$ 4,250.00
306 · Annual Meeting	\$ 2,500.00
307 · Accounting Services	\$ 2,400.00
309 · Conference/Training	\$ 3,500.00
310 · Computer Replacement	\$ 1,000.00
314 · DBA Director	\$ 58,000.00
324 · Newsletter	\$ 500.00
327 · Office Supplies	\$ 3,500.00
330 · Postage	\$ 800.00
333 · Promotions Coordinator	\$ 36,000.00
336 · Rent/Utilities	\$ 12,000.00
343 · Service Charges - City	\$ 4,300.00
348 · Telephone	\$ 2,000.00
354 · Truck Expense	\$ 700.00
355 · Vision Center	\$ 1,000.00
Total 300 · General Expenses	\$132,450.00
399 · Business Expenses	
400 · CID Project	\$ 500.00
405 · Web Site	\$ 500.00
406 · Business Directory	\$ 500.00
415 · Business Recruitment	\$ 500.00
Total 399 · Business Expenses	\$ 2,000.00
499 · Design Expenses	
500 · Design - Façade Grants	\$ 4,500.00
512 · Project Clean Sweep - Salaries	\$ 13,000.00
515 · Project Clean Sweep - Supplies	\$ 1,500.00
518 · Sign Grant	\$ 2,000.00
520 · Downtown Maintenance	\$ 5,000.00
522 · Hanging Baskets	\$ 13,000.00
523 · Banner/Brackets	\$ 1,000.00
Total 499 · Design Expenses	\$ 40,000.00
599 · Promotions Expense	
609 · Celebrate Weekend	\$ 15,000.00
611 · Grand Lighted Holiday Parade	\$ 3,500.00
612 · Holidazzle	\$ 4,500.00
618 · Farmers' Market	\$ 20,000.00
621 · Fridays in the Park	\$ 7,500.00
624 · Halloween	\$ 1,500.00
625 · Easter Eggstravaganza	\$ 1,500.00
627 · Marketing Assistance	\$ 10,000.00
635 · Showmobile	\$ 1,500.00
649 · DBA T-shirts	\$ 500.00
650 · Volunteer Recognition	\$ 500.00
651 · Co-op Advertising	\$ 7,500.00

652 · ArtWalk	\$ 3,000.00
Total 599 · Promotions Expense	\$ 76,500.00
Total Expense	\$250,950.00
Net Income	\$147,128.61

CALCULATING THE ASSESSMENT

TOTAL BUDGET

Credits		
	Expected Income	\$ 109,990.00
	Balance Forward	<u>171,107.56</u>
Total Credits		\$ 281,097.56
Net Assessment @ \$3.88/1000		116,981.05
TOTAL		\$ 398,078.61

- 1989 Assessment was \$3.21/1000
- 1990 Assessment was \$3.04/1000
- 1991 Assessment was \$3.04/1000
- 1992 Assessment was \$3.04/1000
- 1993 Assessment was \$3.25/1000
- 1994 Assessment was \$3.25/1000
- 1995 Assessment was \$3.25/1000
- 1996 Assessment was \$3.58/1000
- 1997 Assessment was \$3.58/1000
- 1998 Assessment was \$3.58/1000
- 1999 Assessment was \$3.58/1000
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- 2005 Assessment was \$3.73/1000
- 2006 Assessment was \$3.73/1000
- 2007 Assessment was \$3.88/1000
- 2008 Assessment was \$3.88/1000
- 2009 Assessment was \$3.88/1000
- 2010 Assessment was \$3.88/1000
- 2011 Assessment was \$3.88/1000
- 2012 Assessment was \$3.88/1000
- 2013 Assessment was \$3.88/1000
- 2014 Assessment is \$3.88/1000

RESOLUTION
AUTHORIZING CHANGES TO THE 2014 SCHEDULE OF FEES,
CHARGES, AND RATES FOR THE CITY OF БЕЛОIT, WISCONSIN

WHEREAS, the City of Beloit has the authority to establish reasonable fees for services provided or costs incurred in the administration of government, and;

WHEREAS, the Municipal Code provides that fees shall be established by City Council resolution, and;

WHEREAS, the City as part of the budget preparation process annually reviews municipal fees, charges, and rates related to costs and services provided by the various departments of the City, and;

WHEREAS, the City manages numerous enterprise operations which are either fully or primarily supported through the establishment of user fees necessary to cover related costs for those services, and;

WHEREAS, the proposed 2014 budget, including proposed fee adjustments was the subject of a public hearing held on October 21, 2013, wherein citizen comments were encouraged and heard, and;

WHEREAS, the City Council has determined that all of the recommended changes to the schedule of fees, charges, and rates set forth hereinafter are reasonable, equitable and necessary to cover the cost of various services included in the 2014 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council adopts and approves the recommended changes to the schedule of fees, charges, and rates as outlined in the following fee schedules, effective January 1, 2014.

SECTION 1. THE 2014 SCHEDULE OF FEES, CHARGES AND RATES FOR AMBULANCE SERVICES.

A. FEES FOR AMBULANCE SERVICES

1. Fees for Non-Residents. Any person who is not a resident of the City of Beloit and who is conveyed from any location in the city in a City ambulance to any hospital or other facility shall be charged the following fees, unless a different fee is established by contract with a non-resident's municipality:

	<u>2013 Fee</u>	<u>2014 Fee</u>
a. Per run for advance life support transportation to a hospital or other facility (ALS1)	\$1,194.00	\$1,307.00
b. Per run for advance life support transportation to a hospital or other facility (ALS2)	\$1,305.00	\$1,428.00
c. Per run for basic life support transportation to a hospital or other facility	\$ 692.00	\$ 758.00
d. Per response when transportation is refused and 15 minutes have passed or treatment is rendered and transportation is refused	\$ 312.00	\$ 342.00
e. Per mile per loaded stretcher	\$ 15.00	\$ 16.00
f. Per person for administration of oxygen during transport.	\$ 56.00	\$ 61.00
g. Per run for out of town interfacility transfers	\$1,429.00	\$1,565.00

2. Fees for Residents. Any person who is a resident of the City of Beloit and who is conveyed in a City ambulance to any hospital or other facility shall be charged the following fees:

	<u>2013 Fee</u>	<u>2014 Fee</u>
a. Per run for advance life support transportation to a hospital or other facility (ALS1)	\$972.00	\$1,064.00
b. Per run for advance life support transportation to a hospital or other facility (ALS2)	\$1,062.00	\$1,163.00
c. Per run for basic life support transportation to a hospital or other facility	\$596.00	\$653.00
d. Per response when transportation is refused and 15 minutes have passed or treatment is rendered and transportation is refused	\$312.00	\$342.00
e. Per mile per loaded stretcher	\$5.00	\$16.00
f. Per person for administration of oxygen during transport.	\$56.00	\$61.00
g. Per run for out of town interfacility transfers	\$1,429.00	\$1,565.00

SECTION 2. THE 2014 CHANGES TO SCHEDULE OF FEES, CHARGES, AND RATES FOR SERVICES PROVIDED BY THE DEPARTMENT OF PUBLIC WORKS DIVISION OF PARKS AND LEISURE SERVICES.

A. SCHEDULE OF FEE CHANGES FOR KRUEGER-HASKELL GOLF COURSE

1.	Daily Play Fees	<u>2013 Rate</u>	<u>2014 Rate</u>
	9 holes (March 1- Sept. 15)	\$12.00	\$13.00
	18 holes (March 1- Sept. 15)	\$23.00	\$25.00
	Senior 9 holes (March 1- Sept. 15)	\$12.00	\$13.00
	Senior 18 holes (March 1- Sept. 15)	\$15.00	\$18.00
2.	Season Pass	<u>2013 Rate</u>	<u>2014 Rate</u>
	Seasonal Pass Single (Prior to March 1)	\$535.00	\$550.00
	Seasonal Pass Single (After March 1)	\$550.00	\$575.00
	Seasonal Pass Senior Single 62+ (Prior to March 1)	\$475.00	\$495.00
	Seasonal Pass Senior Single 62+ (After March 1)	\$495.00	\$525.00
	Seasonal Pass Family (2 Members) (Prior to March 1)	\$940.00	\$1,010.00
	Seasonal Pass Family (2 Members) (After March 1)	\$1,010.00	\$1,040.00
3.	Cart Passes	<u>2013 Rate</u>	<u>2014 Rate</u>
	Seasonal Rental Single	\$580.00	\$590.00
4.	Cart Rentals	<u>2013 Rate</u>	<u>2014 Rate</u>
	18 holes per person	\$12.00	\$13.00
5.	Storage Fees	<u>2013 Rate</u>	<u>2014 Rate</u>
	Storage Fee	\$455.00	\$500.00
6.	Trail Fees	<u>2013 Rate</u>	<u>2014 Rate</u>
	Trail Fees	\$285.00	\$300.00
7.	Other Fees	<u>2013 Rates</u>	<u>2014 Rates</u>
	Club Rental	\$11.50	\$10.00

B. LEISURE SERVICES/RECREATION

	<u>2013 Rate</u>	<u>2014 Rate</u>
Baggo with Picnic kit rentals	\$40.00	\$30.00
Pom Pon	N/A	\$40.00

SECTION 3. THE 2014 SCHEDULE OF FEES, CHARGES AND RATES FOR SERVICES PROVIDED BY COMMUNITY AND HOUSING SERVICES.

A. RE-INSPECTION FEE

	<u>2013 Rate</u>	<u>2014 Rate</u>
1. The first re-inspection resulting from a smoke detector or carbon monoxide detector violation	N/A	\$50.00
2. Subsequent Re-inspections	N/A	\$75.00
3. Second re-inspection resulting from interior systematic inspections and residential fire inspections	N/A	\$50.00
4. Subsequent Re-inspections	N/A	\$75.00

SECTION 4. THE 2014 SCHEDULE OF FEES, CHARGES AND RATES FOR SERVICES PROVIDED BY PLANNING AND BUILDING SERVICES.

A. BUILDING PERMIT

	<u>2013 Rate</u>	<u>2014 Rate</u>
1. Wisconsin State Stamp fee	\$25.00	\$31.00

Dated at Beloit, Wisconsin this 4th day of November 2013.

BELOIT CITY COUNCIL

Charles M. Haynes, President

ATTEST:

Rebecca Houseman LeMire, City Clerk

RESOLUTION

Approving the Operating Budgets, Appropriating Funds, and Levying Property Taxes Necessary for the Operation and Administration of the City of Beloit for the Year 2014 including the 2014 Capital Improvement Budget; the Beloit Public Library Budget; and further authorizing the City Treasurer to spread the City Property Tax along with the Apportionments Certified for Other Jurisdictions upon the Current Tax Roll of the City

WHEREAS, the City Manager prepared the annual operating and capital improvement budgets for the City, which provide for the appropriation of funds necessary for all projected City operations and capital improvement needs for the fiscal year beginning January 1, 2014, and ending December 31, 2014; and

WHEREAS, the City also levies a property tax on all real and personal property located in the City to support the appropriations necessary to provide for City operations; and

WHEREAS, preparation for the 2014 budget began on June 17th of this year at a workshop where preliminary expenditure and revenue projections along with various budget assumptions were discussed with Councilors; and

WHEREAS, following that workshop the proposed operating and capital improvements budgets were completed and submitted to the Council on October 7, 2013, at which time a budget presentation was made that included proposed appropriation requests, revenue projections, a capital improvement program, and a proposed property tax levy, for Council review and consideration; and

WHEREAS, on October 14, 2013, a budget workshop was held with the Councilors where departments presented their budgets for each fund and operating division as well as the capital improvements budget; and

WHEREAS, on October 21, 2013, as is required by Wisconsin Statutes, Chapter 65, a Public Hearing was held on the proposed operating and capital improvements budgets where all interested parties were provided an opportunity to ask questions, make comments, and otherwise be heard regarding the proposed operating and capital improvements budgets for the year 2014; and

WHEREAS, the Council has now concluded its review of the proposed 2014 operating and capital improvements budgets, along with the proposed property tax levy, and finds it to be in the best interest for the health, safety, and welfare of the residents of the City of Beloit to adopt this resolution providing for the appropriations herein authorized and levying property taxes net of other revenue sources sufficient to cover the cost of those appropriations in the 2014 budget year.

NOW, THEREFORE, BE IT RESOLVED that there is hereby appropriated out of the General Government Funds of the City of Beloit for the year 2014, including those monies received from the General Property Tax Levy to the funds indicated and for the purposes stated herein the following amounts:

General Fund Expenditures

City Council	\$47,843
City Manager	336,080
City Attorney	439,829
Economic Development	245,055
Finance & Administrative Services	3,646,651
Police Department	11,613,020
Fire Department	7,352,578
Community Development	1,185,160
Department of Public Works	6,027,184
Total Expenditures	<u><u>\$30,893,400</u></u>

General Fund Revenues

Mobile Home Tax	\$15,000
Motel-Hotel Room Tax	60,000
Payments "In Lieu of" Tax	794,000
Other Taxes	274,000
Licenses and Permits	791,041
Fines and Forfeitures	1,210,000
State Aids – Transportation	2,088,724
State Shared Aidable Revenue	16,176,491
Expenditure Restraint Program	655,728
Other State Aids	77,656
Computer Exemption	65,000
Use of Money – Property	402,100
Departmental Earnings	740,461
Other General Revenue	62,200
Other Financing Sources (Use of fund balance)	626,840
Total Non-Property Tax General Fund Revenue	\$24,039,241
General Fund Property – Tax Levy	6,854,159
Total Revenues	<u><u>\$30,893,400</u></u>

Debt Service Fund Expenditures

Debt Service	<u>\$6,580,234</u>
Total Expenditures	<u><u>\$6,850,234</u></u>

Debt Service Fund Revenues

Departmental Earnings – Library Donations	\$179,800
Other Financing Sources	<u>1,612,506</u>
Total Non-Property Tax Revenue	\$1,792,306
Debt-Service Property Tax Revenue	<u>4,787,928</u>
Total Revenues	<u><u>\$6,580,234</u></u>

Capital Fund Expenditures

CIP Engineering	\$582,840
Equipment Replacement	1,000,192
Computer Replacement	311,972
Total Expenditures	<u>\$1,895,004</u>

Capital Fund Revenues

Cash & Property	\$124,600
Departmental Earnings	1,407,347
Other Financing Sources	363,057
Total Revenues	<u>\$1,895,004</u>

Enterprise Fund Expenditures

Golf Course	\$511,418
Cemeteries	336,574
Water Utility	6,112,455
Water Pollution Control	7,117,471
Storm Water Utility	1,048,154
Ambulance Fund	1,231,857
Transit	2,051,374
Total Expenditures	<u>\$18,409,303</u>

Enterprise Fund Revenues

Fines & Forfeitures	\$400,850
Licenses & Permits	1,000
Intergovernmental Aids & Grants	1,150,681
Cash & Property Income	305,303
Departmental Earnings	15,207,308
Other Revenue	247,872
Other Financing Sources	483,808
Non-Property Tax Revenue	\$17,796,822
Property Tax Levy	612,481
Total Revenues	<u>\$18,409,303</u>

Special Revenue Funds Expenditures

Police Grants	\$546,000
SAFER Grant	308,314
Community Development Block Grant	668,000
HOME Program	172,673
MPO Traffic Engineering	278,000
TID #5 – Downtown Overlay	1,193,468
TID #6 – Beloit 2000 Riverfront	945,602
TID #8 – Industrial Park	152,176
TID #9 – Beloit Mall	178,459
TID #10 – Gateway Ind. Park	4,577,744

Special Revenue Funds Expenditures (Continued)

TID #11 – Industrial Park	231,779
TID #12 – Frito Lay	148,567
TID #13 – Milwaukee Road	265,618
TID #14 – 4 th Street Corridor	32,692
Solid Waste Collection	2,573,220
Library Operations	<u>2,275,052</u>
Total Expenditures	<u><u>\$14,547,364</u></u>

Special Revenue Funds Revenues

Fines & Forfeitures	\$97,910
Intergovernmental Aids & Grants	2,314,546
Cash & Property Income	221,647
Departmental Earnings	2,631,980
Other Revenues	185,786
Other Financing Sources	<u>270,159</u>
Total Non-Property Revenues	<u>\$5,722,028</u>
TID Tax Increment	\$6,897,959
Property Tax Levy – Grants	151,500
Property Tax Levy – Library	<u>1,775,877</u>
Total Revenues	<u><u>\$14,547,364</u></u>

Internal Service Fund Expenditures

Liability Insurance	\$1,522,180
Health and Dental Plan	9,313,079
Equipment Operation & Maintenance	<u>1,456,755</u>
Total Expenditures	<u><u>\$12,292,014</u></u>

Internal Service Fund Revenues

Departmental Earnings	\$12,156,224
Other Revenues	<u>135,790</u>
Total Revenues	<u><u>\$12,292,014</u></u>

2014 Operating Budget Summary

General Fund	\$30,893,400
Debt Service	6,580,234
Non-CIP Capital Funds	1,895,004
Enterprise Funds	18,409,303
Special Funds	14,547,364
Internal Service Funds	<u>12,292,014</u>
Total Budget before Capital Improvement Plan	<u><u>\$84,617,319</u></u>

BE IT FURTHER RESOLVED that the 2014 CIP and Capital Improvement Budget containing capital projects necessary for the betterment of the community, is hereby approved and appropriations, which shall remain in effect until completion of the project, are authorized for the total amount of \$6,843,961 funded as follows:

Capital Improvement Budget Revenues

Fund Balance	\$745,933
GO Debt	3,433,828
State/Fed. Grants	1,014,010
Special Assessments	195,000
Operating Budget	1,357,155
Other Financing Sources	<u>98,035</u>
Total Capital Improvement Revenues	<u><u>\$6,843,961</u></u>

Capital Improvement Budget Expenditures

Infrastructure Improvements	\$3,946,397
Development & Redevelopment	950,933
Buildings & Grounds	345,785
Capital Equipment	1,550,100
Financing of Issue	<u>50,746</u>
Total Capital Improvement Expenditures	<u><u>\$6,843,961</u></u>

BE IT FURTHER RESOLVED that there is hereby levied a property tax totaling the sum of \$14,181,945 from all the taxable properties in the City of Beloit as returned by the City Assessor in the year 2013 for the use and purpose as set forth in the budget above; which, once collected, shall be distributed to the funds as stipulated below:

General Fund	\$6,854,159
Debt Service Fund	4,787,928
Transit Fund	534,367
Cemetery Operations Fund	28,114
Golf Course Fund	50,000
Beloit Public Library Fund	1,775,877
Police – OJA Beat Patrol Grant	62,000
Police – School Resources Grant	60,000
MPO Traffic Engineering Grant	26,000
Police – Bulletproof Vest Grant	<u>3,500</u>
Total Property Tax Levy	<u><u>\$14,181,945</u></u>

BE IT FURTHER RESOLVED that there is levied upon the following taxing districts, for purposes of financing the projects and expenditures of Tax Incremental Financing Districts Nos. 5, 6, 8, 9, 10, 11, 12, 13, and 14 the following estimated amounts. The final amounts will be determined once the apportionments are received from the other taxing districts.

TIF District No. 5	\$829,979
TIF District No. 6	854,191
TIF District No. 8	119,153
TIF District No. 9	81,774
TIF District No. 10	4,422,368
TIF District No. 11	227,551
TIF District No. 12	89,311
TIF District No. 13	245,766
TIF District No. 14	<u>27,866</u>
Total	<u>\$6,897,959</u>

BE IT FURTHER RESOLVED that the City Treasurer is hereby authorized and directed to spread the City Property Tax upon the current tax roll of the City of Beloit with the actual apportionments certified by other taxing districts.

BE IT FURTHER RESOLVED that the adopted pay and compensation plan is being implemented and a 1.0% cost of living salary and wage increase shall be effective January 1, 2014, for the City’s non-represented employees. In addition, all eligible non-represented employees will receive an adjustment within the pay range for those below the mid-point, longevity, and merit adjustments pay increases scheduled for 2014. Merit increases will be made in July 2014. All represented employees shall receive salary increases as provided for in the respective Collective Bargaining Agreements.

Dated at Beloit, Wisconsin, this 4th day of November 2013.

BELOIT CITY COUNCIL

Charles M. Haynes, President

ATTEST:

Rebecca Houseman LeMire, City Clerk