



**AGENDA
BELOIT CITY COUNCIL
100 State Street, Beloit, WI 53511
City Hall Forum – 7:00 p.m.
Monday, December 2, 2013**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
 - a. Recognition of **CVMIC Significant Program Award** for the City of Beloit Safe Lifting Program (Ciaramita)
4. PUBLIC HEARINGS
 - a. Resolution authorizing a **Planned Unit Development (PUD) – Master Land Use Plan** for the properties located at 1907 and 2000 Aspen Drive and 1907, 2000, and 2001 Dell Drive (Christensen) *Application Withdrawn*
 - b. Proposed Ordinance amending the City of Beloit’s **Zoning District Map** to change the zoning district classification of the properties located at 1907 and 2000 Aspen Drive and 1907, 2000, and 2001 Dell Drive from R-1B, Single-family Residential District, to PUD, Planned Unit Development District (Christensen) *Application Withdrawn*
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 November 18, 2013 (LeMire)
 - b. Resolution approving a **Temporary Class “B”/“Class B” Retailer’s License** for a Visit Beloit Event (Holidazzle) located at 500 Public Avenue on December 13, 2013 (LeMire)
 - c. Application for **Class “A” Beer License** for Bindi R., Inc., d/b/a Clark Gas Station, Jay Gravitt, Agent, located at 903 Broad Street (LeMire) Refer to ABLCC
 - d. Resolution approving an **Intergovernmental Agreement** between the City of Beloit and Rock County regarding Enhanced 911 Communication Services (Casper)
 - e. Resolution approving Natural Gas **Easement** for Wisconsin Power and Light Company along the City of Beloit Bike/Pedestrian Path south of West Grand Avenue to Water Street (Casper) Plan Commission recommendation for approval 5-0
 - f. Resolution approving the Installation of a **Historical Marker** in Riverside Park located at 1160 Riverside Drive (Janke) Plan Commission recommendation for approval 4-0

- g. Application for a **Zoning Map Amendment** to change the zoning district classification of the properties located at 2554, 2570, and 2600 Milwaukee Road from C-1, Office District, to PLI, Public Lands and Institutions District (Christensen)
Refer to Plan Commission
- h. Application for **Conditional Use Permit** to allow a drive-through use in a C-3, Community Commercial District, for the property located at 204 Park Avenue (Domino's Pizza) (Christensen) Refer to Plan Commission

7. ORDINANCES

- a. Proposed Ordinance **Attaching** the properties located at 9817 and 9949 S. Turtle Townhall Road to the City of Beloit from the Town of Turtle (Christensen)
Plan Commission recommendation for approval 5-0
First Reading, suspend the rules for Second Reading
- b. Proposed Ordinance to create Sections 7.065, 14.06(6)(bg); to amend Sections 7.12, 7.24(9)(i)2a, 7.29(3)(c), 7.29(3)(d); and to repeal and recreate Section 7.28(1) of the Code of General Ordinances of the City of Beloit pertaining to the Property Maintenance Code and **Residential Rental Dwelling Permit Program** (Christensen) First Reading
- c. Proposed Ordinance to amend Sections 1.58(8)(d), 4.07(1), 4.07(5), 25.04(4)(b)12, 25.04(4)(c), 13.25, and 13.26(2)(a)1 of the Code of General Ordinances of the City of Beloit Pertaining to **Municipal Court Costs** (Krueger)
First Reading, suspend rules for Second Reading

8. APPOINTMENTS – none

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

10. CITY MANAGER'S PRESENTATION

- a. **Snow Removal Presentation** (Boysen)

11. REPORTS FROM BOARD AND CITY OFFICERS

- a. Resolution approving an **Annexation Agreement** between the City of Beloit and the Town of Turtle regarding the properties located at 9817 and 9949 S. Turtle Townhall Road (Casper)
- b. Resolution approving a **Memorandum of Understanding** between the City of Beloit and the Village of Clinton regarding the provision of Statewide Voter Registration System (SVRS) Services (LeMire)

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: November 27, 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.

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Planned Unit Development (PUD) - Master Land Use Plan Application for properties located on Aspen Drive & Dell Drive

Date: December 2, 2013

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

Mirus Partners, Inc. has submitted an application for review and consideration of a Planned unit Development (PUD) – Master Land use Plan for the properties located at 1907 & 2000 Aspen Drive and 1907, 2000, & 2001 Dell Drive.

Key Issues (maximum of 5):

- This proposed PUD – Master Land Use Plan involves the development of cottage-style affordable apartments. There will be nine single story, eight unit attached dwellings for a total of 72 units. The PUD is necessary in order to construct multiple eight-unit dwellings on these lots.
- The subject properties are currently zoned R-1A, Single-Family Residential, and R-2, Two-Family Residential. If the requested PUD – Master Land Use Plan is approved, the applicant will need to rezone the subject property to PUD and submit detailed site & architectural plans for Planning staff review and approval.
- The Plan Commission reviewed this item on November 20, 2013 and voted (3-2) to recommend **denial** of the PUD - Master Land Use Plan
- On November 22, 2013, Mirus Partners Inc. withdrew their application for the proposed PUD – Planned Unit Development.

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:

- No Action Required

Fiscal Note/Budget Impact: N/A

Attachments: Letter from Mirus Partners, Inc.



November 22, 2013

Ms. Julie Christensen
City of Beloit
100 State Street
Beloit, WI 53511

RE: File Numbers PUD-2013-03 and ZMA 2013-15

Dear Julie,

We are writing to withdraw our applications for a Planned Unit Development and a Zoning Map Amendment for 1907 & 2000 Aspen Drive and 1907, 2000, and 2001 Dell Drive, submitted by Mirus Partners, Inc.

Please do not hesitate to call with any questions.

Sincerely,


Kristi Morgan

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Zoning Map Amendment Application for the properties located on Aspen Drive & Dell Drive

Date: December 2, 2013

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

Mirus Partners, Inc. has submitted an application for a Zoning Map Amendment to change the zoning district classification from R-1A, Single-Family Residential District to PUD, Planned Unit Development, for the properties located at 1907 & 2000 Aspen Drive and 1907, 2000, & 2001 Dell Drive.

Key Issues (maximum of 5):

- The applicant intends to develop these properties as cottage-style affordable apartments. There will be nine single story, eight unit attached dwellings for a total of 72 units. A PUD and rezoning is necessary in order to construct multiple eight-unit dwellings on these lots.
- The R-1A district is intended for single-family residential purposes. The PUD district is a special purpose zoning district that permits greater flexibility of land planning and site design.
- The property located at 1907 Aspen Drive is .8120 acres. The property located at 2000 Aspen Drive is 1.8525 acres. The property located at 1907 Dell Drive is .4090 acres. The property located at 2000 Dell Drive is 6.3244 acres. The property located at 2001 Dell Drive is 3.2780 acres.
- This application is being considered in accordance with the Zoning Map Amendment procedures contained in Section 2-300 of the Zoning Ordinance.
- The Plan Commission reviewed this item on November 20, 2013 and voted (3-2) to recommend **denial** of the Zoning Map Amendment.
- On November 22, 2013, Mirus Partners Inc. withdrew their application for the proposed Zoning Map Amendment.

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:

- No Action Required

Fiscal Note/Budget Impact: N/A

Attachments: Letter from Mirus Partners, Inc.



November 22, 2013

Ms. Julie Christensen
City of Beloit
100 State Street
Beloit, WI 53511

RE: File Numbers PUD-2013-03 and ZMA 2013-15

Dear Julie,

We are writing to withdraw our applications for a Planned Unit Development and a Zoning Map Amendment for 1907 & 2000 Aspen Drive and 1907, 2000, and 2001 Dell Drive, submitted by Mirus Partners, Inc.

Please do not hesitate to call with any questions.

Sincerely,


Kristi Morgan

Mirus Partners, Inc. • 7447 University Avenue, Suite 210, Middleton, WI 53562 • Phone 608.824.2290 • Fax 608.824.2299



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
Monday, November 18, 2013

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

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 – none
4. PUBLIC HEARINGS
 - a. Community Development Director Julie Christensen presented a proposed ordinance amending the Future Land Use Map of the City of Beloit's **Comprehensive Plan** to change the future land use designation for the properties located at 903 and 911 E. Grand Avenue from Office to Neighborhood Commercial. 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 Leavy seconded, and the motion carried 6-0. Councilor Leavy made a motion to enact the ordinance based on its merits. Councilor Van De Bogart seconded, and the motion carried 7-0. File 8614 Ordinance 3505
 - b. Ms. Christensen presented a proposed ordinance amending the City of Beloit's **Zoning District Map** to change the zoning district classification of the properties located at 903 and 911 E. Grand Avenue from C-1, Office District, to C-2, Neighborhood Commercial District. It was noted that the Plan Commission recommended approval 4-0. Councilor Haynes opened and closed the public hearing without participation. Councilor Leavy made a motion to suspend the rules and offer a second reading of the ordinance. Councilor Spreitzer seconded, and the motion carried 6-0. Councilor Leavy made a motion to enact the ordinance based on its merits. Councilor Spreitzer seconded, and the motion carried 6-0. File 8614 Ordinance 3506
 - c. Ms. Christensen presented a proposed ordinance amending the City of Beloit's **Zoning District Map** 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, for Woodman's. It was noted that the Plan Commission recommended approval 6-0. Ms. Christensen noted that this is the second phase of the project and that the Planned Unit Development – Master Land Use Plan has already been approved. Councilor Haynes opened and closed the public hearing without participation. Councilor Leavy made a motion to suspend the rules and offer a second reading of the ordinance. Councilor Spreitzer seconded, and the motion carried 6-0. Councilor Spreitzer made a motion to enact the ordinance based on its merits. Councilor Leavy seconded, and the motion carried 6-0. File 7614 Ordinance 3507
 - d. Ms. Christensen presented a resolution approving 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 for Rival's. It was noted that the Plan Commission recommended approval 6-0. Ms. Christensen stated that she provided a copy of the public notice to the Downtown Beloit Association for the area landlords to send to their tenants. Ms. Christensen stated that the condition regarding the time music is permitted to play in the outdoor seating area was discussed at the Plan Commission meeting, and she presented a table from the staff report that outlined similar conditions for other outdoor seating areas. Councilor Spreitzer made a motion to approve the Conditional Use Permit. Councilor Kincaid seconded. Councilor Kincaid said that the Council should be mindful of the apartments in

the downtown area with regard to the music. Councilor Leavy said that he would like to see a consistent set of conditions for these conditional use permits, and Ms. Christensen explained that each application has a different set of circumstances that staff analyzes before making recommendations on the conditions. Councilor Kincaid made a motion to amend Condition #5 to indicate that music may not be played in the outdoor seating area between the hours of 10:00 p.m. and 7:00 a.m. Councilor Leavy seconded, and the motion carried 6-0. Councilor Haynes called the question on the amended resolution, and the motion carried 6-0. File 8620

5. CITIZENS PARTICIPATION – None

6. CONSENT AGENDA

Councilor Van De Bogart made a motion to adopt the Consent Agenda, which consists of items 6.a. through 6.h. 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 6-0.

- a. The **Minutes** of the Regular and Special Meetings of November 4, 2013, were approved.
- b. The resolution authorizing the **Final Payment** of Public Works Contract C13-03, Portland Avenue Reconstruction, was adopted. File 8584
- c. The resolution authorizing the **Final Payment** of Public Works Contract C12-16, Riverside Park North Gateway, was adopted. File 8550
- d. The resolution of the City Council accepting a **Petition for Attachment** of the properties located at 9817 and 9847 S. Turtle Townhall Road from the Town of Turtle was accepted and referred to the Plan Commission. File 8623
- e. The application for a **Planned Unit Development (PUD) – Master Land Use Plan** for the properties located at 1907 and 2000 Aspen Drive and 1907, 2000, and 2001 Dell Drive was referred to the Plan Commission. File 8257
- f. The application for a **Zoning Map Amendment** to change the zoning district classification of the properties located at 1907 and 2000 Aspen Drive and 1907, 2000, and 2001 Dell Drive from R-1B, Single-family Residential District, to PUD, Planned Unit Development District, was referred to the Plan Commission. File 8257
- g. The application for a Natural Gas **Easement** for Wisconsin Power and Light along the City of Beloit Bike/Pedestrian Path south of West Grand Avenue to Water Street was referred to the Plan Commission. File 8265
- h. The proposed installation of a Roy Chapman Andrews **Historical Marker** in Riverside Park, 1160 Riverside Drive, was referred to the Plan Commission. File 8622

7. ORDINANCES – none

8. APPOINTMENTS

Councilor Haynes announced the openings and submitted the following appointments to the City Committees, Boards, and Commissions for approval. The appointments were approved on a motion by Councilor Spreitzer and a second by Councilor Leavy. The motion carried 7-0.

- a. **Alcohol Beverage License Control Committee:** Betty Barnett to a term ending June 30, 2014. File 6145
- b. **Business Improvement District/Downtown Beloit Association:** Ramiro Vargas to a term ending December 31, 2013. File 6716
- c. **Community Development Authority:** Gail G. Johnson to a term ending December 31, 2014. File 6054
- d. **Landmarks Commission:** Steve Vollmer to a term ending October 31, 2016; Donna Johnson to a term ending October 31, 2016; Alex Blazer to a term ending October 31, 2015; and Terri J. Kaye to a term ending October 31, 2016. File 5860
- e. **Traffic Review Committee:** Mike Ramsden for a term ending September 30, 2015. File 7399

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor Van De Bogart said that he attended a tourism event where Visit Beloit received a statewide award for the Random Acts of Kindness program. He said that he was honored to attend the Veterans' Day presentation for Vets Roll at Culvers and he thanked all veterans and their families for their service.

10. CITY MANAGER'S PRESENTATION

- a. Economic Development Director Andrew Janke presented an **Economic Development Update** for the City of Beloit. He discussed projects that are currently under construction and their potential economic impact in the City. Mr. Janke discussed the Business Expansion and Retention program, the Greater Beloit Economic Development Corporation's Workforce Development and Education programs, and the Revolving Loan Fund.

11. REPORTS FROM BOARD AND CITY OFFICERS

- a. City Manager Larry Arft presented a resolution supporting the League of Wisconsin Municipalities' Resolution No. 2013-1: **Improving Wisconsin's Economy by State and Local Governments Working Together**. He stated that this resolution paraphrases a resolution recently adopted by the League's Board of Directors and articulates that the goals of greater economic development and job creation may be achieved by the State and cities working together. Mr. Arft asked the Council to affirm these goals by adopting the resolution that he would share with the League and the Governor. Councilor Van De Bogart made a motion to adopt the resolution, and Councilor Leavy seconded. The motion carried 6-0. File 5532
12. At 7:50 p.m., Councilor Leavy made a motion to adjourn the meeting, and Councilor Spreitzer seconded. The motion carried 6-0.

Rebecca Houseman LeMire, City Clerk

www.ci.beloit.wi.us

Date approved by Council:

**RESOLUTION APPROVING TEMPORARY CLASS “B”/“CLASS B” RETAILER’S
LICENSE FOR VISIT BELOIT**

WHEREAS, Visit Beloit has applied for a Temporary Class “B”/“Class B” Retailer’s License to allow them to possess, serve and sell beer and wine on December 13, 2013, at 500 Public Avenue; and

WHEREAS, according to State Statute 125.68(3), City Council action is necessary to approve this application because of proximity to church and school; and

WHEREAS, the Beloit City Council and the City of Beloit are supportive of Visit Beloit.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Beloit approves the application for the temporary license.

Dated this 2nd day of December 2013.

Charles M. Haynes, Council President

Attest:

Rebecca Houseman LeMire, City Clerk

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: _____

Town Village City of Beloit County of Rock

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning Dec 13, 2013 ^{5pm} and ending Dec 13, 2013 ^{9pm} and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) Bona fide Club Church Lodge/Society Veteran's Organization Fair Association

(a) Name Visit Beloit

(b) Address 500 Public Ave, Beloit, WI
(Street) Town Village City

(c) Date organized _____

(d) If corporation, give date of incorporation July 1987

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Heidi Johns 1961 Meredith Dr, Beloit, WI 53511

Vice President _____

Secretary Jennifer Livingston 835 Park Ave Beloit WI 53511

Treasurer Linda Lock 9531 S Hidden Creek Ct, Beloit, WI 53511

(g) Name and address of manager or person in charge of affair: Monica Krysztopa
500 Public Ave. Beloit, WI

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number 500 Public Ave, Beloit, WI

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Part

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: entire first floor

3. NAME OF EVENT

(a) List name of the event Holidazzle

(b) Dates of event December 13, 2013

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer [Signature]
(Signature/date)

Officer [Signature]
(Signature/date)

Date Filed with Clerk 11-8-13

Date Granted by Council _____

(Name of Organization)

Officer [Signature]
(Signature/date)

Officer _____
(Signature/date)

Date Reported to Council or Board _____

License No. _____

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 20 ;
 ending 6-30 20 14

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

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

Applicant's Wisconsin Seller's Permit Number: <u>456-0001937956-02</u>	
Federal Employer Identification Number (FEIN): <u>20-1099120</u>	
LICENSE REQUESTED ▶	
TYPE	FEE
<input checked="" type="checkbox"/> Class A beer	\$ <u>500.00</u>
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>50.00</u> - Pd 11-21-13
TOTAL FEE	\$

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Birdi R. Inc.

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

	Title	Name	Home Address	Post Office & Zip Code
President/Member		<u>RAJESH KUMAR B PATEL</u>	<u>13243 Glenwood way</u>	<u>Rockton IL 61072</u>
Vice President/Member				
Secretary/Member				
Treasurer/Member				
Agent		<u>JAY GRAVITT</u>	<u>424 Prospect ST</u>	<u>Beloit, WI</u>
Directors/Managers				

3. Trade Name ▶ CLACK GAS STATION Business Phone Number 608-365-6208
 4. Address of Premises ▶ 903 Broad St. Beloit WI Post Office & Zip Code ▶ 53511

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
 6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? Yes No
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
 8. (a) Corporate/limited liability company applicants only: Insert state Illinois and date 4/23/04 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
 (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) CONVENIENCE STORE / GAS STATION main sales floor & stock room

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

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 20th day of November, 20 13

Bardana K Morris
 (Clerk/Notary Public)

R. B. Patel
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

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

My commission expires 4/27/14

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>11-21-13</u>	Date reported to council/board <u>12-2-13</u>	Date provisional license issued <u>N/A</u>	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer(s)/members/managers of BINDI R. INC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as CLARK GAS STATION
(trade name)

located at 903 BROAD STREET, BELOIT, WI 53511

appoints JAY B GRAVITT
(name of appointed agent)

424 PROSPECT, STREET, BELOIT, WI 53511
(home address of appointed agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 6 1/2 years

Place of residence last year 424 PROSPECT ST. BELOIT, WI 53511

For: BINDI R. INC
(name of corporation/organization/limited liability company)

By: A. R. Patel
(signature of Officer/Member/Manager)

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

ACCEPTANCE BY AGENT

I, JAY B GRAVITT, hereby accept this appointment as agent for the
(print/type agent's name)

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

[Signature] 11/20/2013
(signature of agent) (date)

Agent's age _____

424 PROSPECT ST. BELOIT, WI 53511
(home address of agent)

Date of birth _____

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

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

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

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) GRAVITT		(first name) JAY	(middle name) BRADFORD	
Home Address (street/route) 424 Prospect Street		Post Office	City Beloit	State WI Zip Code 53511
Home Phone Number 608-362-1962		Age	Date of Birth	Place of Birth Moline, IL

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

Applying for an alcohol beverage license as an individual.

A member of a partnership which is making application for an alcohol beverage license.

JAY GRAVITT / AGENT of **BINDI R. INC**
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? MAY 10, 2007
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. _____
(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

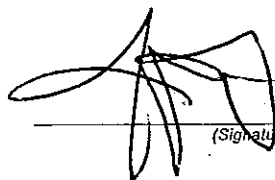
6. Named individual must list in chronological order last two employers.

Employer's Name HANSEN GRAVITT FINANCIAL SERVICES	Employer's Address 424 PROSPECT ST, BELOIT WI 53511	Employed From 3/28/2007	To PRESENT
Employer's Name Trimble Inc	Employer's Address 601 21ST ST MOLINE IL 61265	Employed From 6/1/1995	To 11/2/2006

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

Subscribed and sworn to before me

this 20th day of November, 2013
Barbara K Morris
(Clerk/Notary Public)


(Signature of Named Individual)

My commission expires 4/27/2014



Printed on
Recycled Paper

**RESOLUTION APPROVING
COUNTY WIDE DISPATCH – ENHANCED 911
AN AGREEMENT BETWEEN
ROCK COUNTY AND THE CITY OF BELOIT**

WHEREAS, the City of Beloit and Rock County have established a sophisticated telecommunications systems which automatically connects persons dialing 911 to a public safety answering point; and

WHEREAS, it is the goal of the City of Beloit to provide for the safety and security of its residents through the rapid deployment of emergency services; and

WHEREAS, the City Council of the City of Beloit has determined that it is in the City's best interest that a County Wide Dispatch – Enhanced 911 Agreement be entered into.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Beloit hereby approves the County Wide Dispatch – Enhanced 911 Agreement attached to this resolution.

Adopted this 2nd day of December, 2013.

City Council of the City of Beloit

Charles Haynes, President

Attest:

Rebecca Houseman LeMire, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Renewal of County Wide Dispatch – Enhanced 911 Agreement between Rock County and the City of Beloit

Date: December 2, 2013

Presenter(s): Chief Jacobs **Department(s):** Police and Fire

Overview/Background Information:

The City last entered into this contract in 2005 and there have been no changes. The contract again provides for an eight (8) year term. This contract will ensure the seamless provision of dispatch services on an intergovernmental basis.

Key Issues (maximum of 5):

This Agreement is essential to continue the dispatch and communication service provided to the City's public safety operations.

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

This Agreement conforms to strategic plan objective #1.

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

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

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:

Consideration and approval of the resolution.

Fiscal Note/Budget Impact:

No fiscal impact.

COUNTY WIDE DISPATCH - ENHANCED 9-1-1

AN AGREEMENT

BETWEEN ROCK COUNTY AND

CITY OF BELOIT

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COUNTY WIDE DISPATCH - ENHANCED 9-1-1
AN AGREEMENT
BETWEEN ROCK COUNTY AND CITY OF БЕЛОIT

The parties to this Agreement, Rock County (County) and City of Beloit (Municipality) believe that their residents deserve the most efficient, cost effective method of providing urgent emergency services; that method is through a Countywide Dispatch System with enhanced 911 services. This Agreement, together with the Joint Powers Agreement separately executed between the parties, sets forth the entire arrangement between the County and Municipality in providing these services.

- I. **Participation.** The County and Municipality will participate in a Countywide Dispatch System with Enhanced 9-1-1 services under the authority of sec. 256.35(9), Wis. Stats.

- II. **Definitions.**
 - A. Definition of words used in this agreement shall be those found in sec. 256.35(1), Wis. Stats., and as hereinafter provided.
 - B. "Communications Center facilities" shall mean the physical structure and related equipment for the Public Safety Answering Point operated by Rock County under this Agreement.
 - C. "Communications Center Policies and Procedures" shall mean any dispatch standards and procedures used by Communications Center and user agency personnel.
 - D. "County Administrative Policies and Procedures" are all ordinances adopted

by the County, including Personnel and Purchasing, and other Administrative Policies and Procedures applicable to County Departments.

- E. "Dispatch Service" means the receipt of a request for service, identification of source and type of request and routing to the appropriate response agency.
- F. "Enhanced 9-1-1 Service" shall have the same meaning as "sophisticated system" found at sec. 256.35(1)(i), Wis. Stats.
- G. "Rock County Communications Center" (or "Center") shall mean the department of Rock County Government, including the Public Safety Dispatch System operated by it, as described below.

III. **Organization and Powers.** The Rock County Communications Center is a separate and distinct department within the Rock County Government, operating within County Administrative Policies and Procedures. The Dispatch System, with a related 9-1-1 Public Safety Answering Point shall be operated by Rock County and administered by a Communications Director, with the advice of the 9-1-1 Commission.

A. **Director.** The Rock County Communications Center Director shall be appointed and supervised by the County Administrator as provided by 59.18(2)(b), Wis. Stats.

B. **Commission.**

1. **Membership.** Members of the 9-1-1 Communications Commission shall have the written nomination of the municipality to be represented, be appointed by the County Board Chairperson and be confirmed by the Rock County Board. The Commission shall have 9

members and be composed solely of Communication Center facility users, representing the following agencies:

- One member from the City of Beloit Fire Department (EMS)
- One member from the City of Beloit Police Department
- One member from the City of Janesville Fire Department (EMS)
- One member from the City of Janesville Police Department
- One member from the Rock County Sheriff's Department
- One Member (At Large) - Small Community Member from Emergency Medical Services
- One Member (At Large) - Small Community Member from Fire Services
- Two Members (At Large) - Small Community Member from Police Services

Each member must be from an administrative level of the group represented. Small community at-large members shall serve two-year terms commencing on date of confirmation of appointment. Small community at-large member appointments shall be rotated among members of the small community users according to a schedule established by the County Board Chairperson. However, no small community may have more than one at-large member on the Commission at the same time. Each member may designate one person from the agency, which he or she represents to attend Commission meetings in their stead when that member is unable to attend, and the designee shall have full voting rights when so serving.

2. Duties. The Commission has the responsibility to

- a) approve, amend or deny Communications Center Operation and Procedure Policies.

IV. **Services Provided**. The Rock County Communications Center shall provide all dispatch services necessary for police, fire and emergency medical services to the Municipality 24 hours a day, every day of the year. The Center will dispatch services necessary for police, fire and emergency medical services for the Municipality for the geographic areas designated in writing by the Municipality. The Center will collect dispatch data and make it available to the Municipality for planning, billing and other administrative purposes. The Center shall provide an Enhanced 9-1-1 system for Municipality residents according to the terms and conditions of the telephone company contract between local telephone companies and Rock County. All services provided shall be in conformance with communications center operation and procedure policies as established by the 911 Communications Commission.

V. **Budget**. The operating budget shall be set by the County Board pursuant to County budgeting procedures. The operating budget shall include current operating expenses, plus the current year's allocation of capital account costs. The Director shall seek the advice of the 9-1-1 Communications Commission prior to submittal of the Rock County Communications Center Budget.

VI. **Term**. This Agreement shall be for an initial period of 8 years, commencing on October 1, 2013 and be automatically renewed for successive 8-year periods upon the same terms and conditions, except insofar as expressly modified by the parties in writing in the same manner as this agreement. During the initial term or

successive terms Municipality may terminate this Agreement only "for cause" by giving notice. For purposes of this paragraph "for cause" is defined as the failure of the County to perform the services required by this Agreement. Municipality must give the County notice of intention not to renew at least one year prior to the expiration of the current 8-year period.

- VII. **Title.** Title to all property in, and improvements to, and the Communication Center itself, shall be in the County.
- VIII. **Joint Powers Agreements.** County and Municipality shall annually enter into the Joint Powers Agreements required by sec. 256.35(9), Wis. Stats.
- IX. **Authorization to Enter Into Agreement.** This Agreement between Rock County and Municipality has been authorized by the respective Board/Councils and the undersigned have been authorized to execute this Agreement.

ROCK COUNTY

By County Board Chair

Date

By County Clerk

Date

CITY OF БЕЛОIT

By Larry N. Arft, City Manager

Date

**RESOLUTION APPROVING NATURAL GAS EASEMENT
FOR WISCONSIN POWER AND LIGHT COMPANY**

WHEREAS, the City of Beloit has been asked to grant an underground natural gas easement in favor of Wisconsin Power and Light Company in the area depicted upon the attached easement document; and

WHEREAS, the City of Beloit Plan Commission has considered the request and recommends that the City Council approve such request; and

WHEREAS, the form of easement adequately protects the City's interest in the surface area of the land.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, hereby approves the attached easement and authorizes the City Manager of the City of Beloit to execute the same and to do all other things necessary to implement the purposes hereof.

Adopted this 2nd day of December 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: Utility Easement Agreement for the properties located at 208 West Grand Avenue, 101 Water Street, 55 Water Street, & 217 Shirland Avenue

Date: December 2, 2013

Presenter(s): Tom Casper

Department: City Attorney

Overview/Background Information:

Wisconsin Power and Light Company has requested that the City grant it an underground easement for a natural gas pipeline in the area of the bike path along Water Street as shown on the attached exhibit.

Key Issues:

- The proposed easements would allow the construction of underground natural gas line facilities.
- The proposed permanent easement is twenty (20) feet in width and is shown on the attached easement exhibit. This would be on a portion of the bike path (208 West Grand Avenue) and on the portion of land on both 101 & 55 Water Street.
- The proposed temporary construction easement will cover the entire bike path area and the portion of the land south of Water Street on 217 Shirland Avenue.
- The Plan Commission must review and the City Council must approve the granting of easements over City-owned properties.
- The Plan Commission reviewed this item on November 20, 2013 and voted unanimously (5-0) to recommend approval of the Utility Easement Agreement.

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:

- City Council consideration and action on the proposed Resolution

Fiscal Note/Budget Impact: N/A

Attachments: Resolution and Staff Report to the Plan Commission

CITY OF BELOIT

REPORT TO THE BELOIT CITY PLAN COMMISSION

Meeting Date: November 20, 2013

Agenda Item: 4

File Number: RPB-2013-16

Applicant: Wisconsin Power and Light Company
Owner: City of Beloit

Location: 208 West Grand Avenue;
101 Water Street; 55 Water Street;
217 Shirland Avenue

Request Overview/Background Information:

Wisconsin Power and Light Company has submitted a proposed Utility Easement Agreement that would allow a permanent easement and a temporary construction easement for the properties of 208 West Grand Avenue, 101 Water Street, 55 Water Street, and 207 Shirland Avenue. A copy of the proposed Utility Easement Agreement is attached to this report.

Key Issues:

- The proposed easements would allow the construction of underground natural gas line facilities.
- The proposed permanent easement is twenty (20) feet in width and is shown on the attached easement exhibit. This would be on a portion of the bike path (208 West Grand Avenue) and on the portion of land on both 101 & 55 Water Street.
- The proposed temporary construction easement will cover the entire bike path area and the portion of the land south of Water Street on 217 Shirland Avenue.
- The Plan Commission must review and the City Council must approve the granting of easements over City-owned properties.

Consistency with Strategic Plan:

- Consideration of this request supports City of Beloit 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

Staff Recommendation:

The Planning & Building Services Division recommends approval of the attached Utility Easement Agreement for the properties located at 208 West Grand Avenue, 101 Water Street, 55 Water Street, and 217 Shirland Avenue.

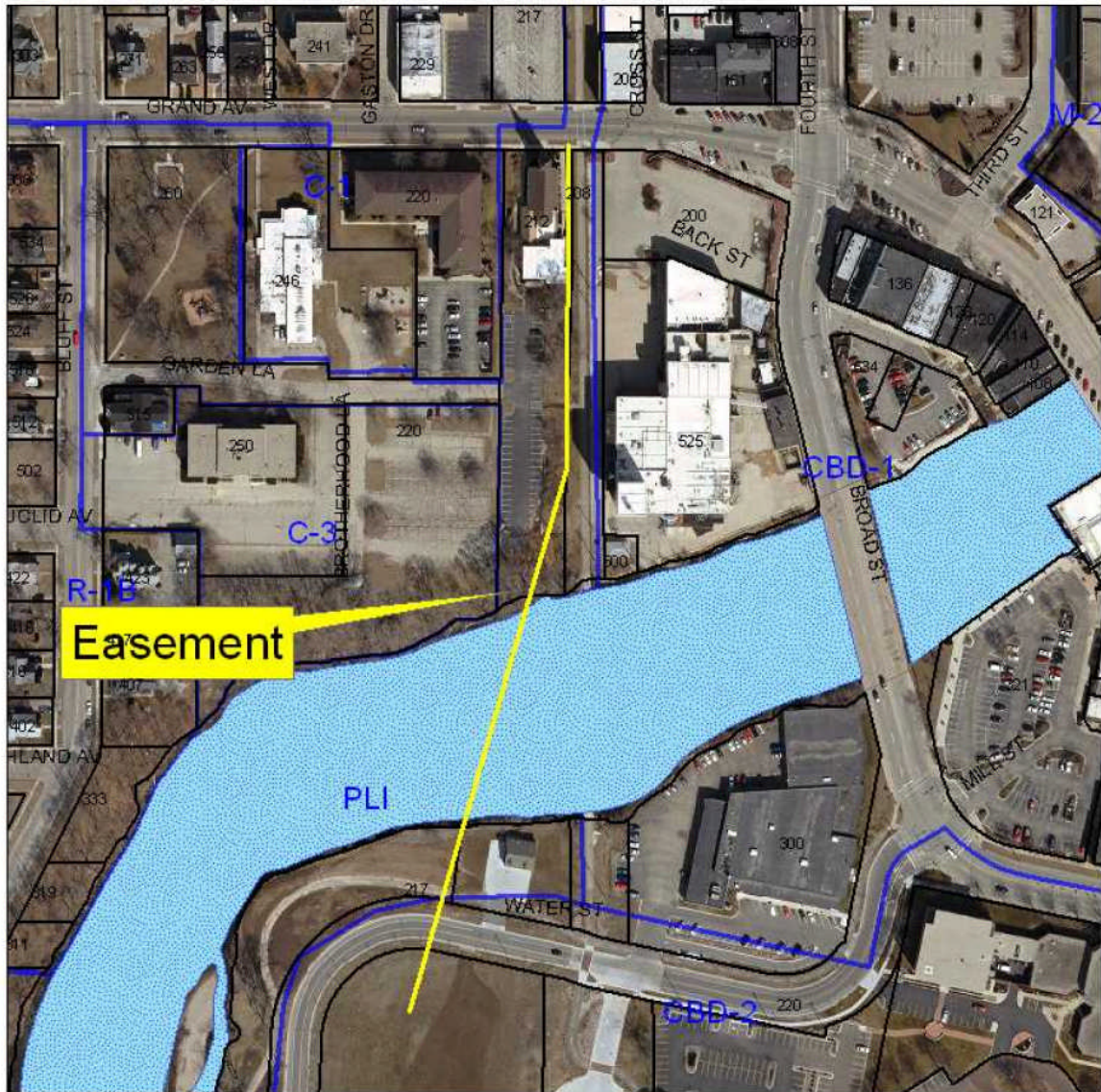
Fiscal Note/Budget Impact: N/A

Attachments: Location & Zoning Map and Utility Easement Agreement

Location & Zoning Map

208 W. Grand Ave., 101 Water St., 55 Water St., 217 Shirland Ave.

RPB-2013-16



1 inch = 197 feet

0 40 80 160 240 Feet

Legend

- COB Parcels
- Zoning District

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

PLANNING & BUILDING SERVICES DIVISION

Document No.

**EASEMENT
NATURAL GAS**

The undersigned **Grantor(s) City of Beloit, a municipal corporation, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation, (hereinafter called the "Grantee")**, the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as indicated below, upon, in, over, through and across lands owned by the Grantor in the **City of Beloit, County of Rock, State of Wisconsin**, said Easement Area to be described as follows:

See attached Exhibits A and B.

Record this document with the Register of Deeds

This Easement is subject to the following conditions:

- Designated Facilities:** This easement is for underground natural gas line facilities, including but not limited to pipelines with valves, main and service laterals, and other appurtenant equipment above and underground associated with the transmission and distribution of natural gas products.
- Grant of Easement.** The Grantor grants to the Grantee, and its successors and assigns, a perpetual easement and right-of-way to construct, reconstruct, maintain, operate, supplement, and remove the Designated Facilities as described in Section 1 that may from time to time be required, with the right of ingress and egress for the purpose of this grant, within the Easement Area. All improvements shall be located below grade, and the Grantee shall not install anything above grade or in any fashion that would affect the appearance of the surface of the real property or limit access to the real property. The Grantee acknowledges that the real property is used for park purposes. The Grantee agrees to construct all such improvements no later than July 1, 2014 (the Final Completion Date). The Grantee also agrees to use the grant of easement only for the specific purposes described above and for no other purpose, and this grant is not assignable by the Grantee to others for other uses nor shall it be construed to create a common utility corridor.
- Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
- Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
- Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation to Grantor hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
- Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the elevation of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee, with which consent shall not be unreasonably withheld. None of the foregoing provisions shall apply to nor limit Grantor's shoreline maintenance activities along the banks of the Rock River which include, but are not limited to, grading, vegetation planting, or the placement of sand, gravel, or riprap for purposes of erosion control.
- Restoration and Damages:** The Grantee shall at its option, restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
- Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
- Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
- Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

Name and Return Address:

Alliant Energy
Attn: Real Estate Department
4902 North Biltmore Lane, Suite 1000
Madison, WI 53718-2148

Parcel Identification Number(s):

**13530066, 13540060,
13540073, 13540080**

11. **Temporary Construction Easement:** During the period of construction or installation of improvements within the Property, the Grantee shall have a Temporary Construction Easement as described on Exhibit A for the purpose of transporting equipment and materials in connection with the construction or installation of improvements within the Property. The Temporary Construction Easement shall expire on the earlier to occur of (a) completion of installation as contemplated in Section 2 above, or (b) the Final Completion Date as specified in Section 2 above.
12. **Indemnification:** The Grantee shall indemnify the Grantor from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the Grantee's activities conducted on the Property, except to the extent caused by the negligence or misconduct of the Grantor or its agents or employees.
13. **Consistent Uses Allowed:** The Grantor reserves the right to use the Easement and the Temporary Construction Easement for purposes that will not interfere with the Grantee's full enjoyment of the Easement rights granted in this Agreement. The Grantor specifically reserves the right to alter and improve the surface area of the Easement for purposes consistent with use of the Property as a bike path and green space, and the Grantee agrees that the elevation of the surface area may be increased, but not permanently decreased, that paved bike paths and walkways may be installed, and landscaping consistent with such purposes may occur.
14. **General Compliance:** The Grantee, at its own expense, and with all due diligence, shall observe and comply with all laws, ordinances, rules, and regulations which are now in effect or may later be adopted by any governmental authority, and which may be applicable to the Easement Area or any improvement on it or any use of it.
15. **Environmental Laws:** In furtherance and not in limitation of the foregoing paragraph, the Grantee must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type occurs caused by the Grantee upon or from the Utility Easement Area the Grantee shall immediately notify Grantor and shall, at the Grantee's own expense, clean and restore the Easement Area to the satisfaction of the Grantor and any governmental body or court having jurisdiction of the matter.
16. **Disturbance of Surface and Restoration of Surface:** The Grantee shall restore the surface disturbed by any construction or maintenance of any equipment located within the Easement or the Temporary Construction Easement to its condition before the disturbance.
17. **Covenants Run with Land:** All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the Grantee and their respective successors and assigns. The party named as Grantor in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.
18. **Non-Use:** Non-use or limited use of the Easement or Temporary Construction Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement or Temporary Construction Easement rights to the fullest extent authorized in this Agreement.
19. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
20. **Entire Agreement:** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Rock County, Wisconsin.
21. **Notices:** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.
22. **Invalidity:** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
23. **Waiver:** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
24. **Enforcement:** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees, from the non-prevailing party.
25. **No Public Dedication:** Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any other public purpose whatsoever.

WITNESS the signature(s) of the Grantor this _____ day of _____, 20_____.

City of Beloit, a municipal corporation

_____(SEAL)
Signature

Larry N. Aft, City Manager
Printed Name and Title

_____(SEAL)
Signature

Printed Name and Title

_____(SEAL)
Signature

Rebecca Housman LeMire, City Clerk
Printed Name and Title

_____(SEAL)
Signature

Printed Name and Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
 } SS
COUNTY OF ROCK }

Personally came before me this _____ day of _____, 20_____, the above named _____ to me known

to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

This instrument drafted by:

Steve M. Betz

Jason A. Hogan

Checked by: _____

City of Beloit Easement.docx
November 8, 2013

Project Title:	Rock River Gas Line Bore
ERP Activity ID:	WR# 3773737
Tract No.:	2 of 2
PPN:	None

Exhibit A

North Side of the Rock River:

A 20 foot wide easement, lying 10 feet on each side of the following described reference line:

Commencing at the Northeast Corner of Lot 4 of a Certified Survey Map being recorded April 8, 1987, in Volume 12 of Certified Survey Maps, on pages 552-554, as Document Number 1048301, in the office of the Register of Deeds for Rock County, Wisconsin; thence S00°04'40"E, 372.23 feet to the Point of Beginning; thence N12°57'49"E, 43.00 feet, and there terminating.

The side margins of the easement strip are lengthened or shortened to end at the property lines that are intersected by the above described reference line.

ALSO, a temporary construction easement over lands owned by the City of Beloit described as all that part of the Beloit-Madison Railroad, as depicted on the Plat of Hackett's Alteration, being recorded November 30, 1854, in Volume 2 of Plats, on page 47, as Document Number P2P47, in the office of the Register of Deeds for Rock County, Wisconsin.

Grantor's property being located in Government Lot 3 of the Southeast Quarter of Section 35, Township 1 North, Range 12 East, City of Beloit, Rock County, Wisconsin.

Grantor's quit claim deed being recorded January 22, 1965, in Volume 153 of Records, on pages 463-470, as Document number 684076, in the office of the Register of Deeds for Rock County, Wisconsin.

South Side of the Rock River:

A 20 foot wide easement across Lot 1, Outlot 1, Outlot 3, Outlot 4, and Vacated Water Street of the Final Plat of Riverbend, being recorded March 19, 2010, in Volume 32 of Plats, on pages 870-872, as Document Number 1887635, in the office of the Register of Deeds for Rock County, Wisconsin, and lying 10 feet on each side of the following described reference line:

Beginning at the Southwest Corner of Outlot 4 of said final Plat of Riverbend; thence N12°57'49"E, 131.00 +/- feet to the river, and there ending.

The Notice of Pendency for the Vacation of a Portion of the Water Street Right-of-Way in the City of Beloit, Rock County, Wisconsin, being recorded June 22, 2010, as Document Number 1894627, in the office of the Register of Deeds for Rock County, Wisconsin.

ALSO, A 50 foot wide temporary construction easement being across a part of Lot 2 of said Final Plat of Riverbend, being adjacent to and south of the road right of way for Water Street, and lying 25 feet on each side of the following described reference line:

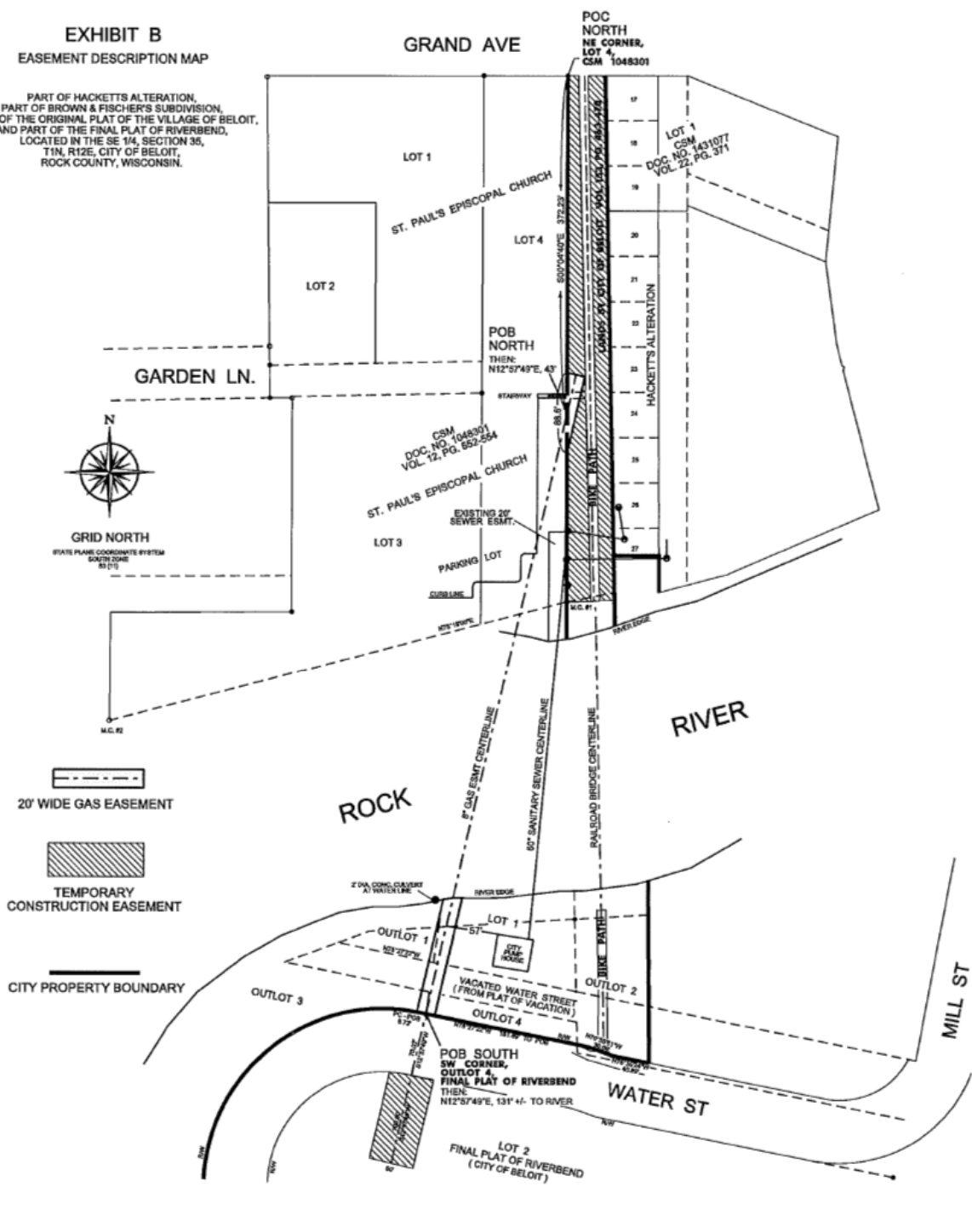
Beginning at the Southwest Corner of Outlot 4 of said final Plat of Riverbend; thence S12°57'49"W, 70.02 feet to the southerly boundary of Water Street, and the Point of Beginning for this description; thence S12°57'48"W, 100.00 feet, and there terminating.

The side margins of the easement strip are lengthened or shortened to end at the property lines that are intersected by the above described reference line.

Grantor's property being located in Government Lot 7 of the Southeast Quarter of Section 35, Township 1 North, Range 12 East, City of Beloit, Rock County, Wisconsin.

EXHIBIT B
EASEMENT DESCRIPTION MAP

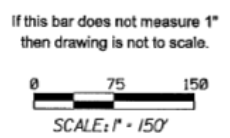
PART OF HACKETT'S ALTERATION,
PART OF BROWN & FISCHER'S SUBDIVISION,
PART OF THE ORIGINAL PLAT OF THE VILLAGE OF BELOIT,
AND PART OF THE FINAL PLAT OF RIVERBEND,
LOCATED IN THE SE 1/4, SECTION 35,
T1N, R12E, CITY OF BELOIT,
ROCK COUNTY, WISCONSIN.



File: X:\Drifce\Annex\Surveyor\Gas Projects\Rock River Crossing (beloit gas)\CITY ESMT.DGN



This drawing shall be used solely for easement description purposes and thus may only be relied upon for such purpose.



CITY OF BELOIT GAS EASEMENT	
PRT OF LOT1,2 & OL.1,FNL. PLT.OF RIVERBND AND PART OF RR. CORRIDOR N. OF RIVER	
Drawn: SJF	Date: 09/11/2013
Scale: 1" = 150'	SHEET 1 OF 1

**RESOLUTION APPROVING THE INSTALLATION
OF A HISTORICAL MARKER IN RIVERSIDE PARK
LOCATED AT 1160 RIVERSIDE DRIVE**

WHEREAS, the design and location of historical markers on City-owned property must be approved by the City Council; and

WHEREAS, the proposed historical marker will provide the public with biographical information on Roy Chapman Andrews, a Beloit native and iconic explorer; and

WHEREAS, the proposed historical marker will enhance the visibility, beauty, and utility of Riverside Park; and

WHEREAS, the Roy Chapman Andrews Society will be paying for this project; and

WHEREAS, the Parks, Recreation, and Conservation Advisory Commission reviewed this request on October 9, 2013 and voted unanimously (4-0) to recommend approval of installation of the historical marker on Turtle Island; and

WHEREAS, the Plan Commission reviewed this item on November 20, 2013 and voted unanimously (5-0) to recommend approval of installation of the historical marker on Turtle Island.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Beloit, Rock County, Wisconsin, hereby approves the installation of a historical marker about Roy Chapman Andrews on Turtle Island in Riverside Park located at 1160 Riverside Drive.

Adopted this 2nd day of December 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: Installation of a Historical Marker in Riverside Park (1160 Riverside Drive)

Date: December 2, 2013

Presenter(s): Andrew Janke

Department(s): Economic Development

Overview/Background Information:

The Roy Chapman Andrews Society has requested that the City Council review their proposal to install a historical marker about Roy Chapman Andrews in Riverside Park located at 1160 Riverside Drive. The design and location of historical markers on City-owned property must be approved by the City Council.

Key Issues (maximum of 5):

- As shown on the attachments, the applicant has proposed two possible installation locations within Riverside Park: Turtle Island or the Riverside Promenade.
 - The proposed historical marker text is attached to this report, along with an example of the proposed historical marker.
 - The Parks, Recreation, and Conservation Advisory Commission reviewed this request on October 9, 2013 and voted unanimously (4-0) to recommend approval of installation of the historical marker on Turtle Island.
 - The Plan Commission reviewed this item on November 20, 2013 and voted unanimously (5-0) to recommend approval of installation of the historical marker on Turtle Island.
-

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:

- City Council consideration and action on the proposed Resolution
-

Fiscal Note/Budget Impact: The Roy Chapman Andrews Society will be paying for this project.

Attachments: Resolution and Staff Report to the Plan Commission

CITY OF BELOIT

REPORT TO THE BELOIT CITY PLAN COMMISSION

Meeting Date: November 20, 2013

Agenda Item: 3

File Number: RPB-2013-14

Request: Historical Marker in Riverside Park
Owner: City of Beloit

Location: 1160 Riverside Drive

Existing Zoning: PLI, Public Lands and Institutions District
Existing Land Use: Park

Request Overview/Background Information:

The Roy Chapman Andrews Society has requested that the Plan Commission and City Council review their proposal to install a historical marker about Roy Chapman Andrews in Riverside Park located at 1160 Riverside Drive.

Key Issues:

- As shown on the attachments, the applicant has proposed two possible installation locations within Riverside Park: Turtle Island or the Riverside Promenade.
- The proposed historical marker text is attached to this report, along with an example of the proposed historical marker.
- The Parks, Recreation, and Conservation Advisory Commission reviewed this request on October 9, 2013 and voted unanimously (4-0) to recommend approval of installation of the historical marker on Turtle Island.

Consistency with Comprehensive Plan and Strategic Plan:

- The Comprehensive Plan designates the subject property as appropriate for Parks and Open Space uses. This land use category includes park and public open space facilities devoted to playgrounds, play fields, trails, picnic areas, and related recreational activities.
- Consideration of this request supports Strategic Goal #5.

Sustainability:

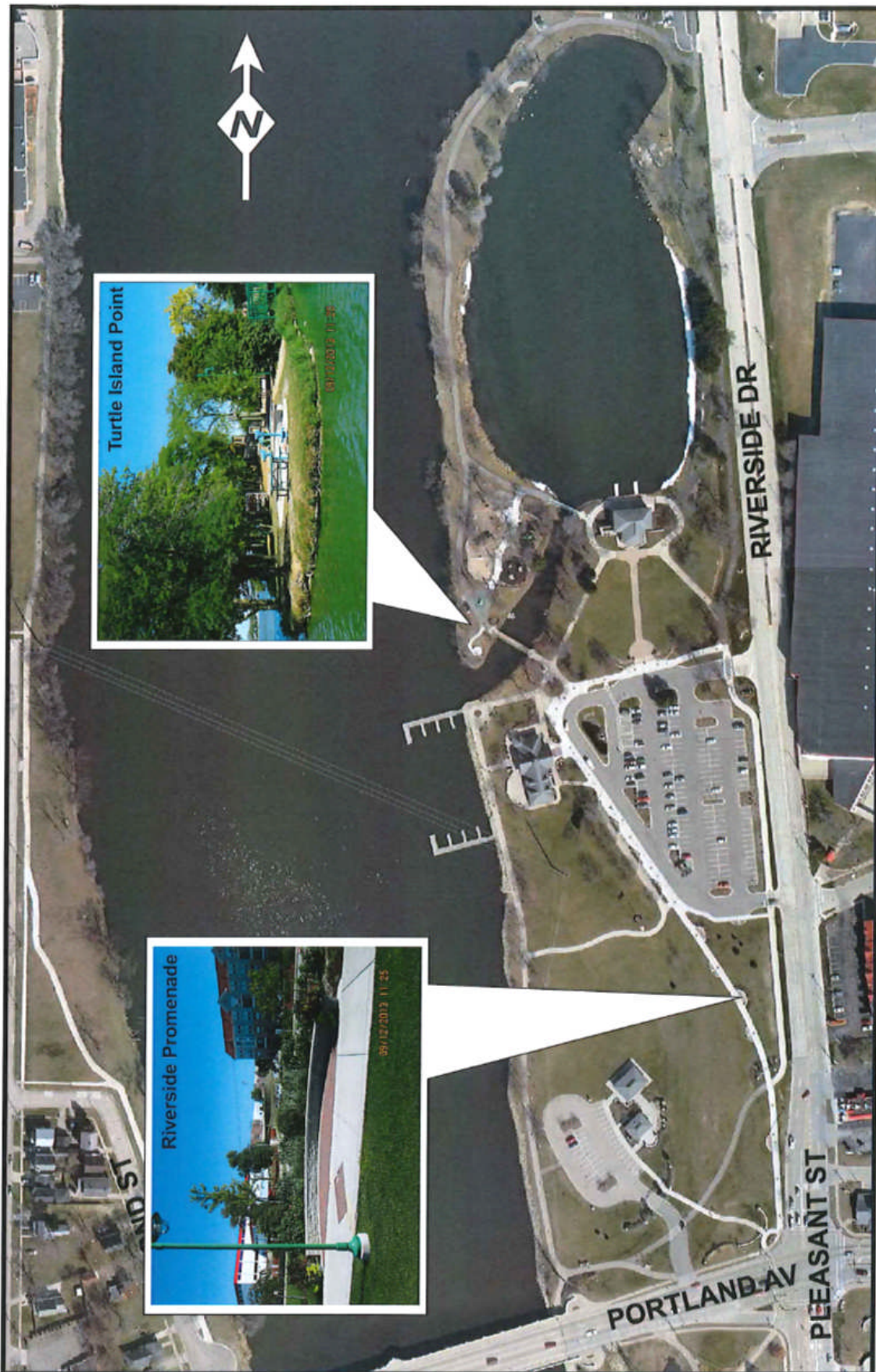
- **Reduce dependence upon fossil fuels** – N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
- **Meet the hierarchy of present and future human needs fairly and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

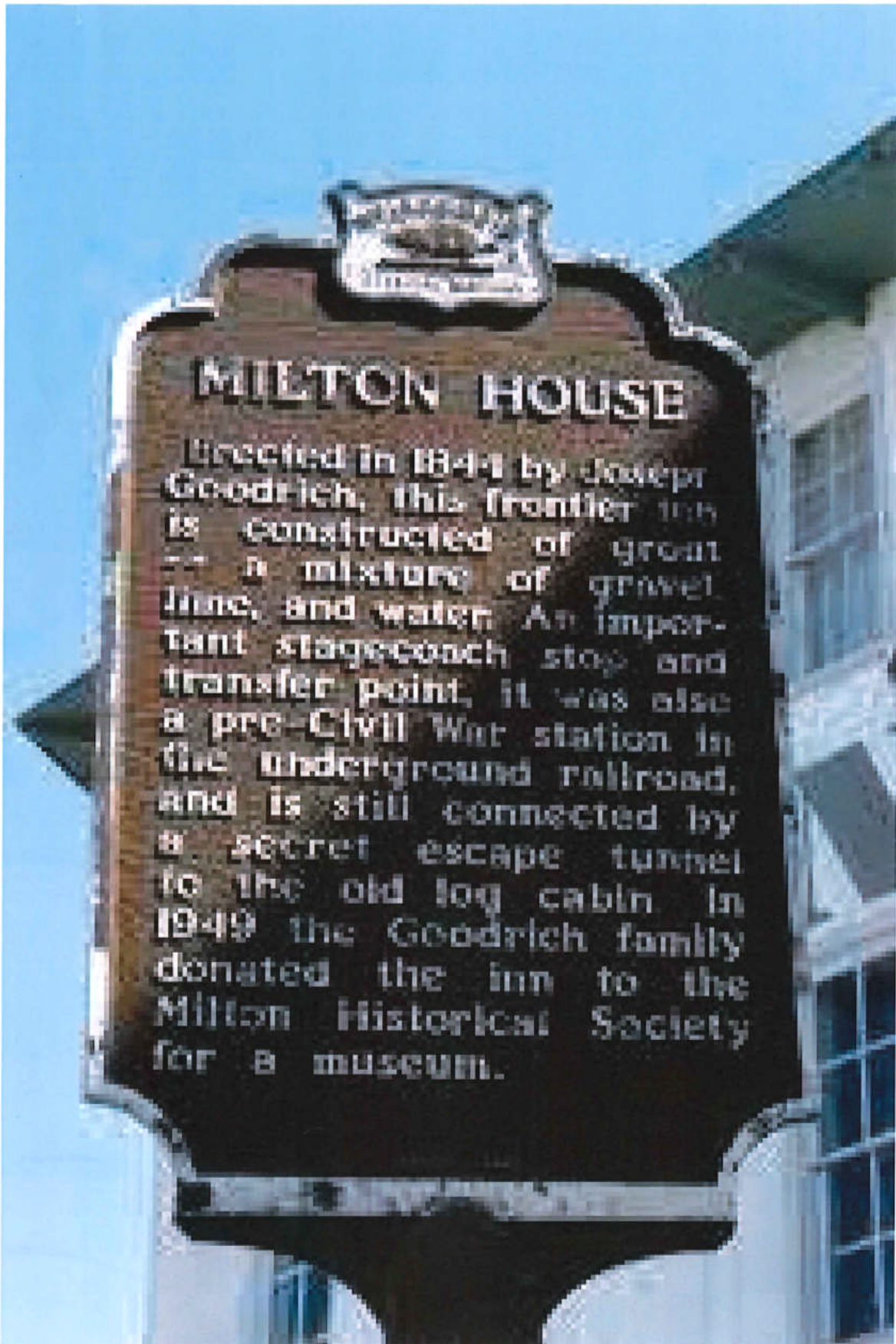
Staff Recommendation:

The Planning and Building Services Division recommends **approval** of the installation of a historical marker about Roy Chapman Andrews on Turtle Island in Riverside Park located at 1160 Riverside Drive.

Fiscal Note/Budget Impact: The Roy Chapman Andrews Society will be paying for this project.

Attachments: Location Map, Historical Marker Example, and Proposed Historical Marker Text





Suggested Text

Historical Marker about Roy Chapman Andrews

Sponsored by the Roy Chapman Andrews Society

Roy Chapman Andrews, a native of Beloit who became one of the most celebrated explorers of the twentieth century, grew up on and near the Rock River that winds through his hometown's city center. During his childhood he lived beyond its western banks at 419 St. Lawrence Avenue, and he earned his undergraduate degree at Beloit College on the east side of the river.

As a youth Andrews nurtured a passion for the natural world and his interest in exploration while traversing the woods, waterways, and prairies of this river valley. In March of 1905, as a college junior, he experienced a near-fatal boating accident upriver from this point; the event claimed the life of his companion, English professor Montague White.

A year later Andrews graduated from Beloit and he headed east, talking his way into a job at the American Museum of Natural History in New York City. His first post there included responsibility for sweeping lab room floors; his last assignment, nearly three

decades later, found him serving as the museum's director. In between Andrews embarked on a career of field work that is most remembered for the series of five interdisciplinary expeditions he led to the Gobi of Mongolia and China from 1922 to 1930. Using a unique blend of ancient and modern forms of transportation—camel caravans and motorized vehicles—his team of explorers discovered new species of dinosaurs, the first nests of dinosaur eggs, evidence of early mammals that coexisted with dinosaurs, and colossal Ice Age mammals.

Andrews collected a lifetime of adventure as well, crediting a lucky star with seeing him through encounters with snakes, standoffs with bandits, and accidental tumbles over cliffs, among other escapades. Andrews, an accomplished storyteller, wrote extensively about his exploits and discoveries, inspiring new generations of young people to take up the profession of exploration.

The intrepid explorer, who died in 1960 at the age of 76, is buried with other family members in Beloit's Oakwood Cemetery, east of this marker. Contemporary explorers covet the local award presented in his name, the Roy Chapman Andrews Society Distinguished Explorer Award.

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Zoning Map Amendment Application for the properties located at 2554, 2570, & 2600 Milwaukee Road – Council Referral to the Plan Commission

Date: December 2, 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 C-1, Office District to PLI, Public Lands & Institutions District, for the properties located at 2554, 2570, & 2600 Milwaukee Road.

Key Issues (maximum of 5):

- The applicant recently acquired the subject properties with the intent of constructing a new intermediate school, along with parking lots, athletic fields, and related facilities.
 - The applicant also submitted an application to amend the Comprehensive Plan's Future Land Use Map to recommend Institutional & Community Service uses for the subject properties. The request to amend the plan will be reviewed concurrently during the Plan Commission and City Council hearings, but does not need to be referred to the Plan Commission like a Zoning Map Amendment.
 - The PLI district is a special purpose district that is intended to accommodate major public and quasi-public uses.
 - If the requests to amend the plan and rezone the subject properties are approved by the City Council, the applicant will need to submit detailed site & architectural plans for Planning staff review and approval.
 - 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 December 4, 2013 meeting
 - This item will most likely return to the City Council for a public hearing and possible action on January 6, 2014
-

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-2013-17

1. Address of subject property: (200, 2570, 2554) Milwaukee Road

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: 4.29 Acres, 4.07, 3.20 acres.

3. Tax Parcel Number(s): 22970040, 22970010, 23021600

4. Owner of record: School District of Beloit Phone: 608-361-4015
1633 Keeler 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 ijmatok@sdbk12.wi.us
(Office Phone #) (Cell Phone #) (Email Address)

6. **THE FOLLOWING ACTION IS REQUESTED:**
Change zoning district classification from: ~~RI-3 Residential (3)~~ ^{C-1} ~~RI-3 Primary (1)~~ ^{DP} to: PLI

All existing uses on this property are: vacant land

7. All the proposed uses for this property are:
Principal use(s): School Campus (Intermediate)

Secondary use(s): _____

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: _____
 - () Other, explain: _____

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

Name(s): Janelle Marotz Phone: 608-361-4015
1633 Keeler Ave 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.

Janelle Marotz / Janelle Marotz / 11-31-13
(Signature of Owner) (Print name) (Date)

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

PAID

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 prior to a scheduled Plan Commission meeting. This application must be submitted with the \$275.00 application fee. Applicants will also be charged a fee for mailing public notices at the rate of \$0.50 per notice. An invoice for this fee will be sent to the applicant, and it is typically between \$5.00 and \$20.00.

To be completed by Planning Staff		
Filing Fee: <u>\$275.00</u>	Amount Paid: <u>\$275.⁰⁰</u>	Meeting Date: <u>Dec. 4, 2013</u>
Number of notices: _____ x mailing cost (\$0.50) = cost of mailing notices: \$ _____		
Application accepted by: <u>[Signature]</u>		Date: <u>11/8/13</u>
Date Notice Published: _____		Date Notice Mailed: _____

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Conditional Use Permit Application for the property located at 204 Park Avenue – Council Referral to the Plan Commission

Date: December 2, 2013

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

JNB Investments LLC has filed an application for a Conditional Use Permit to allow a pick-up window in a C-3, Community Commercial District, for the property located at 204 Park Avenue.

Key Issues (maximum of 5):

- The applicant has proposed the development of a Dominos restaurant in the existing structure. As shown on the attached Location & Zoning Map, the proposed restaurant will include a pick-up window.
- This proposed pick-up window is already in place from the previous restaurant use at the subject property. This will be used for pick-up purposes only, not for ordering. The minimum stacking spaces needed for a pick-up window is three. This site meets that minimum requirement.

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 December 4, 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

204 Park Avenue

CU-2013-19



1 inch = 75 feet

0 15 30 60 90 Feet

Legend

-  COB Parcels
-  Zoning District

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

PLANNING & BUILDING SERVICES DIVISION

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-2013-19

1. Address of subject property: 204 Park Ave. Beloit WI
2. Legal description: Lots 7,8,9 & 10 B52 Original Plat, and that vacated part of St. Paul Adjacent

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

Property dimensions are: _____ feet by _____ feet = 37,680.90 square feet.

If more than two acres, give area in acres: _____ .8150 acres.

3. Tax Parcel Number(s): 13650425

4. Owner of record: Valenti Midwest Inc. Phone: _____
- 3450 Buschwood Park Dr. STE 195 Tampa FL 33618
- (Address) (City) (State) (Zip)

5. Applicant's Name: JNB Investments LLC
- 5100 Washington Ave. Racine WI 53406
- (Address) (City) (State) (Zip)
- 262-898-1754 / 262-989-6099 / imburton@amnpizza.com
- (Office Phone #) (Cell Phone #) (E-mail Address)

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

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

A Conditional Use Permit for: Pick up window

_____ in a(n) C-3 Zoning District.

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

Principal use: Pizza Delivery, Carry out, Dine in, and Pickup

Secondary use: _____

Accessory use: _____

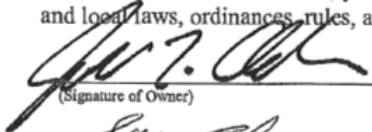
9. Project timetable: Start date: 12/13 Completion date: 5/14


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

- () Owner
- () Leasehold, length of lease: _____
- (x) Contractual, nature of contract: Offer to Purchase
- () Other, explain: _____

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

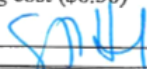
I/We, the undersigned, do hereby respectfully make application for and petition the City Plan Commission and City Council to grant the requested action for the purpose stated herein. I/We represent that the granting of the proposed request will not violate any of the required standards of the Zoning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

 / Joseph T. Adams / 11/05/2013
(Signature of Owner) (Print name) (Date)

 / Joel Burton / 10/30/2013
(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 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: <u>\$275.00</u>	Amount paid: <u>275.00</u> Meeting date: <u>11/14/13</u>
No. of notices: _____	x mailing cost (\$0.50) = cost of mailing notices: \$ _____
Application accepted by: 	Date: <u>11/7/13</u>

ORDINANCE NO.

**AN ORDINANCE ATTACHING
THE PROPERTIES LOCATED AT
9817 & 9949 S. TURTLE TOWNHALL ROAD
TO THE CITY OF БЕЛОIT**

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

Section 1. Territory Attached. In accordance with Section 66.0307 and 66.0217(2) of Wisconsin Statutes, the Cooperative Boundary Agreement between the City of Beloit and the Town of Turtle, and the Petition for Attachment filed by Brad Austin of Corporate Contractors Inc. with the City Clerk on the 29th day of April 2013, signed by all of the owners of real property of the following described property in the Town of Turtle, Rock County, Wisconsin, the following territory is attached to the City of Beloit, Wisconsin:

Lots 1 and 2 of Certified Survey Map Doc. No. 1580041 as recorded in Volume 25 on Pages 408-410 of Certified Survey Maps, being also a part of the Northwest Quarter of Section 22, T. 1 N., R. 13 E. of the 4th P.M., Turtle Township, Rock County, Wisconsin. Containing 3.06 acres, more or less (a/k/a 9817 & 9949 S. Turtle Townhall Road).

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

Section 3. Payment to Town of Turtle. The City of Beloit and Town of Turtle have entered into a separate Annexation Agreement related to the subject properties, which includes Shared Revenue provisions.

Section 4. Temporary Zoning Classification. **A)** The territory attached to the City of Beloit by this Ordinance is temporarily designated to be part of the following district of the City for zoning purposes and subject to all provisions of Chapter 19 of the Code of General Ordinances of the City of Beloit, entitled "The City of Beloit Zoning Ordinance" relating to such district classifications and to zoning in the City: M-1, Limited Manufacturing District. **B)** The boundaries of these designated districts are established as shown on the map filed in the office of the City Clerk. **C)** The Plan Commission is directed to initiate an amendment to the Zoning Ordinance not later than 30 days from the effective date of this Ordinance setting forth a permanent classification and regulations for the zoning of the attached area and to submit its recommendations to the City Council.

Section 5. Ward Designation. The territory described in Section 1 of this Ordinance is hereby made a part of the Twenty-fourth (24th) Ward of the City of Beloit, subject to the Ordinances, rules, and regulations of the City, governing ward districts.

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

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

Adopted this 2nd day of December 2013.

BELOIT CITY COUNCIL

Charles M. Haynes, Council President

ATTEST:

Rebecca Houseman LeMire, City Clerk

Published this _____ day of _____, 2013.

Effective this _____ day of _____, 2013.

01-611100-5231-_____

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Attachment of 9817 & 9949 S. Turtle Townhall Road from the Town of Turtle

Date: December 2, 2013

Presenter: Julie Christensen

Department:

Community Development

Overview/Background Information:

Brad Austin of Corporate Contractors Inc. has requested attachment to the City of Beloit for the properties located at 9817 & 9949 S. Turtle Townhall Road in the Town of Turtle. The Petition and Plat are attached to this report. The applicant has requested a zoning district classification of M-1, Limited Manufacturing District.

Key Issues (maximum of 5):

- The applicant intends to redevelop the subject properties into an office & industrial facility. The City is currently designing the provision of utilities to serve the subject properties.
- The subject properties are not located within the Boundary Adjustment Area (BAA) designated in the *Cooperative Boundary Plan between the City of Beloit and the Town of Turtle*.
- The subject properties are surrounded by the City of Beloit on three sides, and the land to the north is within the BAA. Because the subject properties are outside of the BAA, they are subject to Section 4.2(A) of the Boundary Agreement, specifically the provision stating that "no lands lying outside the BAA shall be attached to the City of Beloit from the Town of Turtle except by mutual consent of both municipalities."
- The Town of Turtle Board approved an agreement to allow the attachment of the subject properties on November 15th.
- The City Council adopted a Resolution accepting this Petition for Attachment on November 18th.
- The Wisconsin Department of Administration (DOA) does not need to review this attachment, as the DOA does not review attachments pursuant to a boundary agreement [Wis. Stat. § 66.0307(10)].
- The area to be attached includes a 50-foot right-of-way to the west of the subject properties. This 50-foot right-of-way and the triangular remnant to the west are excess right-of-way resulting from the realignment of the Gateway Boulevard/Townhall Road intersection. Planning & Engineering staff support the vacation of this excess right-of-way and the incorporation of this land into the applicant's redevelopment at a future date.
- The Plan Commission reviewed this item on November 20, 2013 and voted unanimously (5-0) to recommend approval of this request.

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

- Consideration of this request supports Strategic Goal #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** – Attachment of contiguous properties within the Town of Turtle may reduce dependence upon fossil fuels by allowing for more efficient and consistent public services such as police and fire protection, refuse collection, and snow removal.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
- **Meet the hierarchy of present and future human needs fairly and efficiently** – The requested attachment will allow the redevelopment of a blighted, underutilized parcel, which will benefit all stakeholders.

Action required/Recommendation:

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

Fiscal Note/Budget Impact: The Annexation Agreement includes a Shared Revenue provision.

Attachments: Ordinance and Staff Report to the Plan Commission

CITY OF BELOIT

REPORT TO THE BELOIT CITY PLAN COMMISSION



Meeting Date: November 20, 2013

Agenda Item: 5

File Number: ANX-2013-01

Applicant: Corporate Contractors Inc.

Owner: Corporate Contractors Inc.

Location: 9817 & 9847 S. Turtle Townhall Road, Town of Turtle

Existing Zoning: UAT, Urban-Ag Transition District (Town Zoning)

Existing Land Use: Vacant Buildings

Total Area: 3.06 Acres

Request Overview/Background Information:

Brad Austin of Corporate Contractors Inc. has requested attachment to the City of Beloit for the properties located at 9817 & 9847 S. Turtle Townhall Road in the Town of Turtle. The Petition and Plat are attached to this report. The applicant has requested a zoning district classification of M-1, Limited Manufacturing District.

Key Issues:

- The applicant intends to redevelop the subject properties into an office & industrial facility. The City is currently designing the provision of utilities to serve the subject properties.
- The subject properties are not located within the Boundary Adjustment Area (BAA) designated in the *Cooperative Boundary Plan between the City of Beloit and the Town of Turtle*.
- The subject properties are surrounded by the City of Beloit on three sides, and the land to the north is within the BAA. Because the subject properties are outside of the BAA, they are subject to Section 4.2(A) of the Boundary Agreement, specifically the provision stating that “no lands lying outside the BAA shall be attached to the City of Beloit from the Town of Turtle except by mutual consent of both municipalities.”
- The City of Beloit and Town of Turtle have negotiated a separate agreement regarding this proposed attachment.
- The City Council is expected to adopt a Resolution accepting this Petition for Attachment on November 18, 2013.
- The Wisconsin Department of Administration (DOA) does not need to review this attachment, as the DOA does not review attachments pursuant to a boundary agreement [Wis. Stat. § 66.0307(10)].
- The attached **Location & Zoning Map** shows the location of the subject properties and the zoning of the surrounding area. The adjacent zoning and land uses are as follows:
 - North: Street & Interstate Right-of-Way
 - South: M-2, General Manufacturing District; Mining
 - East: M-2, General Manufacturing District; Mining
 - West: M-1, Limited Manufacturing District; Vacant Land With Billboard
- When property is attached to the City, a temporary zoning classification must be assigned until an Ordinance approving a Zoning Map Amendment is adopted by the City Council. Planning staff recommends a temporary zoning classification of M-1, Limited Manufacturing District, due to the size, location, and surrounding land uses. A Zoning Map Amendment with a recommendation for a permanent zoning classification will be processed in the near future.
- The area to be attached includes a 50-foot right-of-way to the west of the subject properties. This 50-foot right-of-way and the triangular remnant to the west are excess right-of-way resulting from the realignment of the Gateway Boulevard/Townhall Road intersection. Planning & Engineering staff support the vacation of this excess right-of-way and the incorporation of this land into the applicant’s redevelopment at a future date.

Consistency with Comprehensive Plan and Strategic Plan:

The City’s Comprehensive Plan recommends Business Park uses for the subject properties. This land use category is intended for land within the City’s Gateway Business Park. The proposed attachment, M-1 zoning classification, and office/industrial redevelopment are consistent with this recommendation. Consideration of this request supports City of Beloit Strategic Goal #5.

Sustainability:

- **Reduce dependence upon fossil fuels** – Attachment of contiguous properties within the Town of Turtle may reduce dependence upon fossil fuels by allowing for more efficient and consistent public services such as police and fire protection, refuse collection, and snow removal.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
- **Meet the hierarchy of present and future human needs fairly and efficiently** – The requested attachment will

allow the redevelopment of this blighted, underutilized parcel, which will benefit all stakeholders.

Staff Recommendation:

The Planning & Building Services Division recommends **approval** of the Petition for Attachment to the City of Beloit for the properties located at 9817 & 9847 S. Turtle Townhall Road in the Town of Turtle and assignment of a temporary zoning district classification of M-1, Limited Manufacturing District.

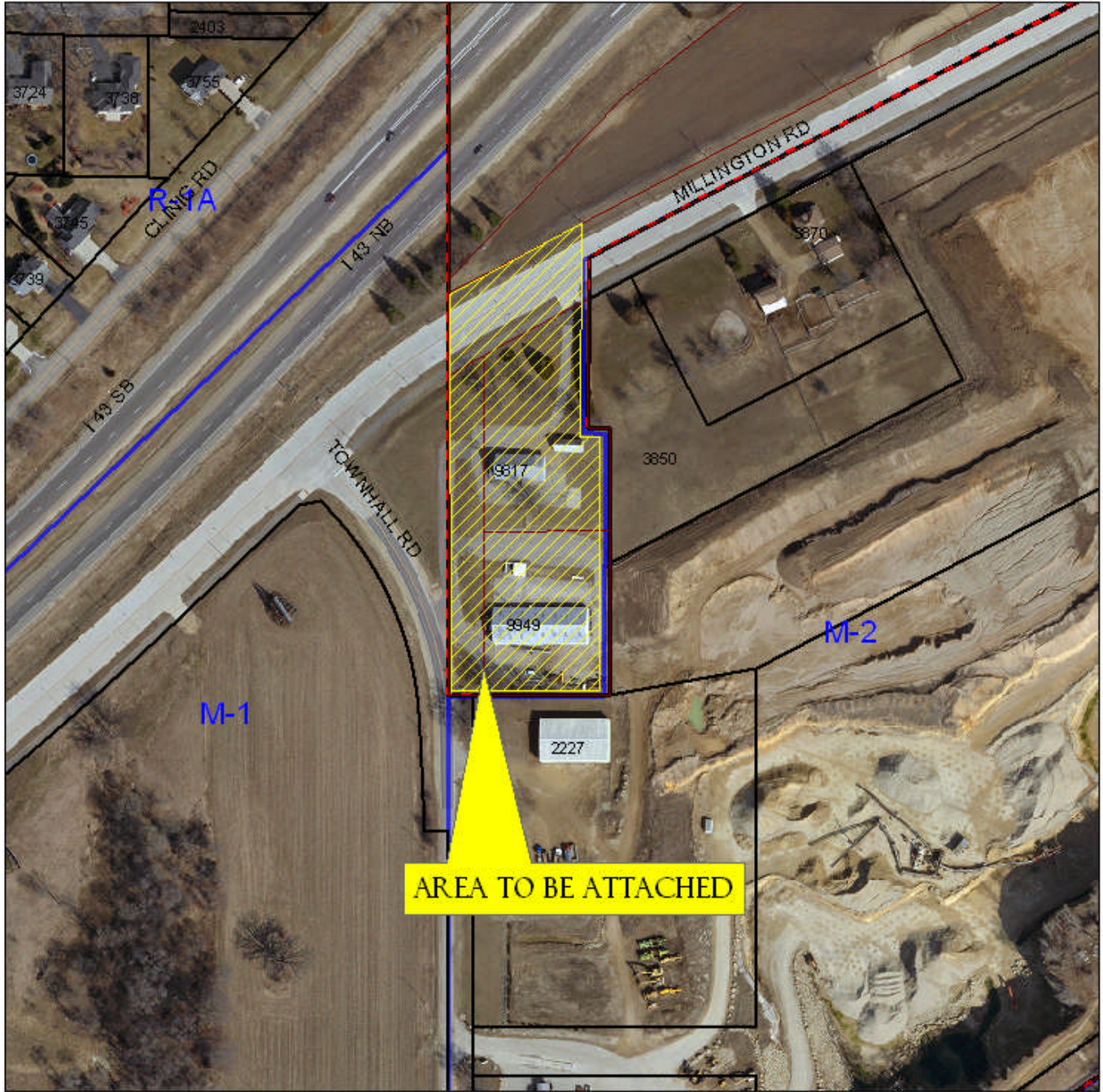
Fiscal Note/Budget Impact: See the tax revenue sharing provisions in the Agreement between the City and Town.

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

Location & Zoning Map

9817 & 9847 S. Turtle Townhall Rd

ANX-2013-01



1 inch = 201 feet
0 45 90 180 270 Feet

Legend

- Turtle Parcels
- COB Parcels
- Zoning District

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

PLANNING & BUILDING SERVICES DIVISION





PETITION FOR ANNEXATION AND/OR ATTACHMENT TO THE CITY OF БЕЛОIT

Address of Property: 9817 & 9847 South Turtle Townhall Road, Beloit WI 53511

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

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

Lindale Place Turtle Ridge Sherwood Drive N/A

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

The current population or territory to be annexed and/or attached is 0 persons.

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

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

We further respectfully request that this property be zoned M1.

Owner/Petitioner Signature:	Print Name:	Address:	Date:
	Corporate Contractors c/o Brad Austin	655 Third St Suite 301 Beloit WI 53511	4-26-13

Personally came before me this 26 day of April, 2013, the above named,
(day) (month) (year)

Brad Austin to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lori A. Goff
Notary Public, Rock County, Wisconsin (SEAL)



My Commission is permanent or expires on: 6-5-16

PLAT SHOWING TERRITORY ANNEXED TO THE CITY OF BELOIT

LOTS 1 AND 2 OF CERTIFIED SURVEY MAP DOC. NO. 1580041 AS RECORDED IN VOLUME 25 ON PAGES 408-410 OF CERTIFIED SURVEY MAPS, BEING ALSO A PART OF THE NORTHWEST QUARTER OF SECTION 22, T. 1 N., R. 13 E. OF THE 4TH P.M., TURTLE TOWNSHIP, ROCK COUNTY, WISCONSIN

FURTHER DESCRIBED AS FOLLOWS:

Commencing at the Northwest corner of Section 22, aforesaid; thence South 0°00'14" West 1017.01 feet along the West line of said Northwest Quarter to the North right of way line of Millington Road and the place of beginning; thence Northeastly 37.95 feet along a curve to the right, having a radius of 1050.00 feet, the chord bearing North 61°19'12" East 37.95 feet; thence continuing along said right of way line, North 63°41'33" East 183.77 feet; thence South 0°00'14" West 289.49 feet; thence South 89°59'46" East 30.00 feet; thence South 0°00'14" West 376.60 feet; thence North 89°59'46" West 228.00 feet to the West line aforesaid; thence North 0°00'14" East 566.43 feet to the place of beginning. Containing 3.06 acres more or less.

STATE OF WISCONSIN } ss.
COUNTY OF ROCK

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the City of Beloit, Rock County, Wisconsin,

this _____ day of _____, A.D. 2013.

Rebecca Houseman LeMire, Clerk

EXISTING CORPORATE LIMITS

STATE OF WISCONSIN } ss.
COUNTY OF ROCK

I HEREBY CERTIFY THAT THE PLAT OF ANNEXATION AS DESCRIBED ABOVE AND HEREON DRAWN CORRECTLY REPRESENTS SAID TERRITORY AS DESCRIBED ABOVE AND SAID PLAT IS TRUE AND CORRECT.

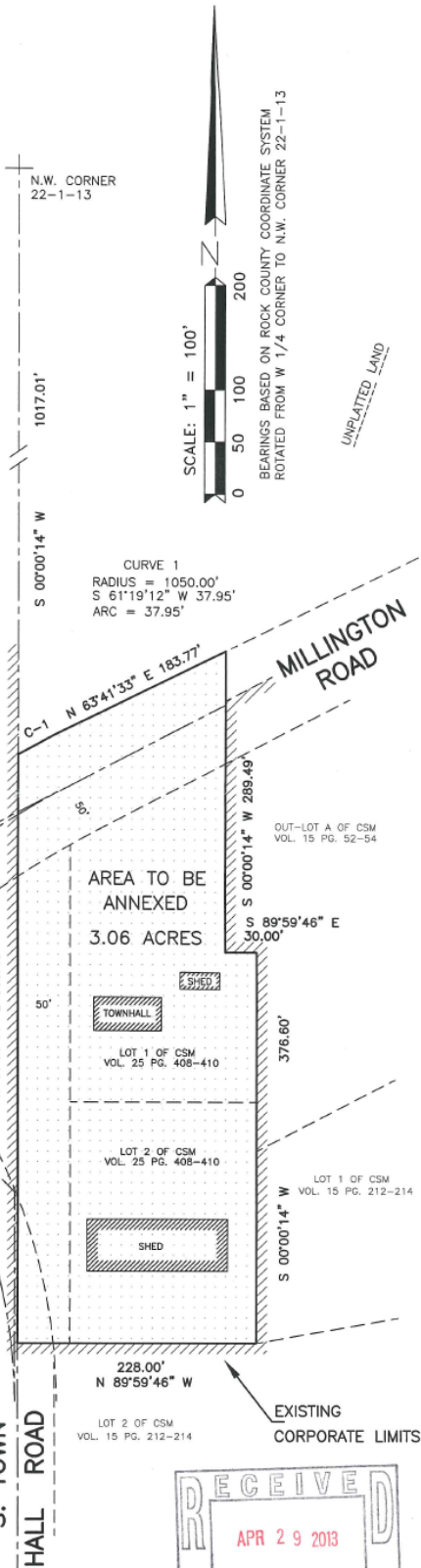
DATED THIS 16TH DAY OF APRIL, 2013.

Robert Leuenberger RLS 1244

ORDER NO. 31582

CORPORATE CONTRACTORS INC.

File Name: J:\31551-31599\31582-CCI\31582-ANNEX.DWG



ORDINANCE NO. _____

AN ORDINANCE TO CREATE SECTIONS 7.065, 14.06(6)(bg), TO AMEND SECTIONS 7.12, 7.24(9)(i)2a, 7.29(3)(c), 7.29(3)(d), TO REPEAL AND RECREATE SECTION 7.28(1) OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF БЕЛОIT PERTAINING TO THE PROPERTY MAINTENANCE CODE AND RESIDENTIAL RENTAL DWELLING PERMIT PROGRAM.

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

Section 1. Section 7.065 of the Code of General Ordinances of the City of Beloit is hereby created to read as follows:

“7.065 FEES.

- (1) Any person who fails or neglects to comply with an order issued pursuant to the provisions of this chapter or an official notice to comply with 7.25(8) and (9) of this chapter may be assessed a fee, as established by city council resolution, per inspection that does not result in compliance with the order or the official notice to comply with 7.25(8) and (9) of this chapter.
- (2) A re-inspection fee charged under this section shall be entered as a special charge against the property and collected in the manner provided in §66.0627, Wis. Stats.
- (3) Failure to pay a re-inspection fee within 60 days shall be grounds for denial, revocation, or suspension of a permit issued under 14.06 of the Code of General Ordinances for the City of Beloit.”

Section 2. Section 7.12 of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“7.12 EXTENSION OF TIME TO COMPLY WITH ORDERS.

The owner or other responsible person may, prior to the expiration of the compliance deadline specified in the order, request an extension of time to comply. When the owner or other responsible person demonstrates that he is making a diligent effort to comply with the order, a building official may extend the time for compliance for not

more than 120 days, unless a longer extension is approved by the Director of Community and Housing Services.”

Section 3. Section 7.24(9)(i)2a of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“2. *Insect Screens.*

- a. ~~All exit doors that lead directly into a habitable room shall be supplied with a combination screen and storm door.~~ Every swinging screen door shall have a self-closing device in good working condition.”

Section 4. Section 7.28(1) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated as follows:

“(1) MINIMUM CEILING HEIGHT.

- (a) *Structures Constructed On or After June 1, 1980.* At least one-half of the floor area of every habitable room shall have a ceiling height of at least 7 feet; and the floor area of that part of any room where the ceiling height is less than 5 feet shall not be considered as part of the floor area in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy thereof. Beams and girders or other projections shall not project more than 8 inches below the required ceiling height.
- (b) *Structures Constructed Before June 1, 1980.* At least one-half of the floor area of every habitable room shall have a ceiling height of at least 6 feet 8 inches; and the floor area of that part of any room where the ceiling height is less than 5 feet shall not be considered as part of the floor area in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy thereof. Beams and girders or other projections shall not project more than 4 inches below the required ceiling height.”

Section 5. Section 7.29(3)(c) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

- “(c) Wall switches shall be installed in dining rooms, kitchens, bathrooms and bedrooms. Light fixtures shall be permanently installed in the ceilings or walls of all dining rooms, kitchens, ~~and~~ bathrooms and ~~Light fixtures shall be permanently installed in ceilings or walls in~~ bedrooms.”

Section 6. Section 7.29(3)(d) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“(d) Closets with lights shall have a wall switch unless otherwise permitted by the National Electric Code (NEC).”

Section 7. Section 14.06(6)(bg) of the Code of General Ordinances of the City of Beloit is hereby created to read as follows:

“(bg) Suspension for Failure to Pay Fee. The owner's rental dwelling permit shall be suspended if the owner fails to pay a fee as required by section 7.065 of the Property Maintenance Code of the City of Beloit.”

Section 8. This ordinance shall be in force and take effect upon passage and publication.

Adopted this _____ day of December, 2013.

BELOIT CITY COUNCIL

By: _____
Charles M. Haynes, President

ATTEST:

By: _____
Rebecca Houseman LeMire, City Clerk

PUBLISHED: _____

EFFECTIVE DATE: _____

01-611100-5231- _____

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Chapter 7 Property Maintenance Code Amendment

Date: December 2, 2013

Presenter: Julie Christensen

Department: Community Development

Overview/Background Information:

City of Beloit staff has drafted an Ordinance to amend eight sections of the City's Chapter 7 Property Maintenance Code. These changes were drafted in response to property owner and Code Enforcement concerns about some sections of the Code being difficult to comply with, unnecessarily burdensome, and hard to enforce. The proposed amendments include a combination of corrections, clarifications, and changes that are more appropriate for Beloit's housing stock, and simplifies enforcement issues. The proposed Ordinance is attached.

Key Issues (maximum of 5): The most substantive changes are listed below.

- Section 1 codifies the inspection fees that were approved by Council at the last Council meeting.
- Section 2 allows an approval process for extensions of a longer period than 120 days.
- Section 3 removes the requirement to provide a combination screen and storm door, as this type of door is not typical on new construction homes.
- Section 4 updates the ceiling height requirement to match the Uniform Dwelling Code for structures built after 1980 and modifies the minimum ceiling height requirement for structures built before 1980.
- Section 5 allows for light fixtures to be placed on the wall of habitable rooms, which removes the previous requirement installing fixtures in the ceiling.
- Section 6 allows more options for closet lighting.
- Section 7 establishes that a Rental Dwelling Permit may be suspended for failure to pay fees required in Section 1.

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

- Consideration of this request supports Strategic Goal #1.

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

- **Reduce dependence upon fossil fuels** – N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
- **Meet the hierarchy of present and future human needs fairly and efficiently** – These proposed changes better meet the needs of property owners, tenants, and improves the property maintenance of the City's housing stock.

Action required/Recommendation:

- Staff recommends approval of the proposed ordinance.

Fiscal Note/Budget Impact: N/A

Attachments: Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTIONS 1.58(8)(d), 4.07(1), 4.07(5), 25.04(4)(b)12, 25.04(4)(c), 13.25, AND 13.26(2)(a)1 OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF БЕЛОIT PERTAINING TO MUNICIPAL COURT COSTS.

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

Section 1. Section 1.58(8)(d) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“(d) Contempt of Court and Penalty. The Judge may punish for contempt as provided in §800.12, Wis. Stats., and may impose a forfeiture therefor not to exceed \$200 or upon nonpayment of the forfeiture, penalty surcharge under §757.05, Wis. Stats., and jail surcharge under §302.46(1), Wis. Stats., crime laboratories and drug law enforcement surcharge imposed by §165.755(1), Wis. Stats., and courts costs of \$~~23~~8 under §814.65(1), Wis. Stats., a jail sentence not to exceed 7 days.”

Section 2. Section 4.07(1) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“(1) FEES FOR SERVICE OF PROCESS FROM ROCK COUNTY CIRCUIT COURT. For each service or attempted service of a summons or any other process for commencement of an action in Rock County Circuit Court, a writ, an order of injunction, a subpoena or any other order issued by Rock County Circuit Court, \$~~12~~5 for each person served. If more than one person is served at a given address, \$6 for each additional person.”

Section 3. Section 4.07(5) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“(5) FEES FOR SERVICE OF PROCESS FROM MUNICIPAL COURT. For each service or attempted service of a summons or any other process for commencement of any action in Municipal Court, a writ, a subpoena or any other order issued by the Municipal Court, \$25 for each such person served. If more than one person is

~~served at a given address, \$6 for each additional person. The cost Pursuant to §814.65(4)(b), Wis. Stats., the cost of serving a municipal court subpoena upon any witness, other than a City employee, shall be \$12 and shall be taxable in municipal court as provided in §814.65(4), Wis. Stats. regardless of whether a separate disbursement is made to specifically reimburse the police officer or police department for service of the subpoena.~~

Section 4. Section 13.25(1) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“(1) FORFEITURE PENALTY. The penalty for violation of any provision of this chapter shall be a forfeiture as hereafter provided, together with court costs of \$~~23~~8, surcharges and fees prescribed by Ch. 814, Wis. Stats., the penalty surcharge for moving traffic violations, the crime laboratories and drug law enforcement surcharge and the driver improvement surcharge imposed by §§757.05, 165.755 and 346.655, Wis. Stats., where applicable. Payment of the judgment and applicable court costs, fees and surcharges shall be governed by Ch. 800, Wis. Stats.”

Section 5. Section 13.26(2)(a)1 of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“1. If the person makes a deposit for a violation of a statewide traffic regulation or a nonmoving traffic violation, the person need not appear in court at the time fixed in the citation and the person will be deemed to have tendered plea of no contest and submitted to a forfeiture and penalty surcharge if required by §757.05, Wis. Stats., jail surcharge if required by §302.46(1), Wis. Stats., crime laboratories and drug law enforcement surcharge, if required by §165.755(1), Wis. Stats., plus any applicable fees, surcharges and court costs of \$~~23~~8 prescribed in Ch. 814, Wis. Stats., not to exceed the amount of the deposit that the court may accept as provided in §345.37, Wis. Stats.”

Section 6. Section 25.04(4)(b)12 of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“12. Notice that if the defendant makes a deposit and fails to appear in court at the time fixed in the citation, the defendant is deemed to have tendered a plea of no contest and submits to a forfeiture, penalty surcharge, jail surcharge, crime laboratories and drug law enforcement surcharge, and court costs of \$~~23~~8, not to exceed the amount of the deposit. The notice shall also state that the court may decide to summon the defendant rather than accept the deposit and plea.”

Section 7. The footnote following the table in section 25.04(4)(c) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“Plus the penalty surcharge imposed by §757.05, Wis. Stats., jail surcharge imposed by §302.46(1), Wis. Stats., crime laboratories and drug law enforcement surcharge imposed by §165.755(1), Wis. Stats., and court costs of \$~~23~~8, or other fees imposed by Ch. 814, Wis. Stats.”

Section 8. This ordinance shall be in force and take effect upon passage and publication.

Adopted this _____ day of December, 2013.

BELOIT CITY COUNCIL

By: _____
Charles M. Haynes, President

ATTEST:

By: _____
Rebecca Houseman LeMire, City Clerk

PUBLISHED: _____

EFFECTIVE DATE: _____

01-611100-5231- _____

tdh/ordinances/Municipal Court Costs and Service of Process Fees = ORD 131115 (13-___)

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Municipal Court Fees

Date: December 2, 2013

Presenter(s): Elizabeth Krueger

Department(s): ATTORNEY

Overview/Background Information:

State law governs the amount of court costs that a municipality can charge and retain in the general fund. There are other statutory “add-ons” for all forfeitures but the item of “court costs” is left to the discretion of the municipality within certain ranges set by state law. Other “add-ons” and a portion of the base forfeiture are shared with the county and state. Every five to ten years the range of court costs is changed and it was recently increased when the governor signed 2013 Act 53. The new range allows municipal courts to assess court costs ranging from \$15-\$38. The previously allowed range was \$15-\$28. Historically, the city has always set court costs at the high end of the amount allowed. The Council last increased court costs to \$28 under Ordinance #3245, adopted May 1, 2006. Attached is a proposed ordinance that would amend the amount of court costs charged by the municipal court to \$38 effective upon publication.

In addition, while reviewing this matter staff discovered that an ordinance related to fees for service of process was left unchanged despite the council passing a resolution that increased the service of process fee from \$12.00 to \$25.00 in January 2007. The proposed amendment brings the ordinance in line with the previously adopted resolution for service of process fees.

Key Issues (maximum of 5):

1. Court costs will be increased from \$28.00 to \$38.00.
2. Costs for service of process fees were corrected to comply with the resolution previously passed by Council.

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

Adoption of the amended ordinance would conform to the stated purpose of goal #1 in furthering the responsible stewardship and enhancement of City resources.

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

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

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

Action required/Recommendation:

The proposed ordinance has been reviewed by City Staff and it is recommended to Council for approval.

Fiscal Note/Budget Impact:

This proposed ordinance allows for the City to recover some of the expense of operating a municipal court.



**City of Beloit
Winter Maintenance**

Greg Boysen



TOOLS WE USE



- ❄️ **Pre-Snow and Ice Control Duties**
- ❄️ **Training**
- ❄️ **Weather Forecasting**
- ❄️ **Advertising**
- ❄️ **Debriefing**
- ❄️ **Chemicals and Equipment**



GENERAL POLICY STATEMENT

- **The Goal of Snow and Ice Removal**
 - Is to provide safe travel throughout the city due to the removal of snow and ice



WINTER OBJECTIVES

- ❄️ Minimize hazards for pedestrians and motorists
- ❄️ Reduce economic losses to businesses and the community
- ❄️ Restore safe travel conditions
- ❄️ Provide fiscally and environmentally sound practices



WINTER MAINTENANCE GOALS

- ❄️ Provide safety and mobility to road users
- ❄️ Do this without negatively impacting the environment
- ❄️ Do this within budget
- ❄️ Provide the right level of service



SERVICE LEVELS

❄️ **Bare Pavement**

❄️ **Bare Wheel Pass**

❄️ **Passable Condition**



APPLICATIONS AND PRIORITIES



– Chemically

- Salt
- Calcium Chloride
- Geomelt
- Salt Brine
- Blends
 - 50/50
 - 80/20
 - 80/15/5

– Prioritize

- Main Roads
- Bridges
- Hills
- Residential
- Alleys
- Parking Lots/Sidewalks



SENSIBLE SALTING



KEYS TO AN EFFECTIVE ANTI-ICING AND/OR DE-ICING PROGRAM

- ❄️ Be sensitive to the environment while providing a safe service to the traveling public
- ❄️ Utilize materials that produce good results, are friendly to the environment, and yet remain cost effective
- ❄️ Find equipment that meet specific needs



CODE ENFORCEMENT ISSUES FOR SNOW AND ICE

- ❄️ Sidewalk inspection
- ❄️ Parking violation during a snow emergencies
- ❄️ Plowing/snow blowing/shoveling snow into the right of way



SIDEWALK INSPECTION

❄️ Removal of snow and ice from sidewalks is required within a 48 hour period after the snow stops

-Ordinance 11.22 (1)

-Penalty \$177.00



STREET PARKING

- ❄️ No person shall park a vehicle on a city street during a declared snow emergency



- Ordinance 13.04 (1)
- Penalty \$50.00 and/or towing



MOVING SNOW INTO THE RIGHT OF WAY

❄ Moving snow into the street from driveway or sidewalks is prohibited

-Ordinance 11.22 (1)

-Penalty \$177.00



SNOW EMERGENCY

❄️ Snow emergencies are based on weather forecasts or actual conditions that require the removal snow/ice from roads

-Ordinance 13.04 (1) (a)

-Snow emergencies will be announced to the local media and on the city web site

www.ci.beloit.wi.us



DAMAGE COMPLAINTS

- ❄ Mailbox
- ❄ Sod or curb damage

Call the Department of Public Works Operations
Facility at **608-364-2929**



PLOWING IS THE BEST METHOD OF REMOVING SNOW



**IT TAKES FOUR TIMES MORE SALT TO
REMOVE ICE THAN TO PREVENT IT**



PUBLIC PERCEPTION



“Fabulous job clearing streets!”

“Keep up the great work, the retailers downtown appreciate your tireless efforts.”

“...the crews did a smashingly good job!”





Questions?



**RESOLUTION APPROVING ANNEXATION AGREEMENT
BETWEEN THE CITY OF БЕЛОIT AND THE TOWN OF TURTLE**

WHEREAS, Corporate Contractors Inc. acquired real estate in the Town of Turtle from the township which had previously used the real estate as the location for its town hall facility; and

WHEREAS, Corporation Contractors Inc. plans to develop the property as a corporate headquarters; and

WHEREAS, the existing Boundary Area Agreement between the City of Beloit and the Town of Turtle prohibits annexation of the parcel to the City of Beloit without the consent of the Town Board; and

WHEREAS, the Town of Turtle Board has consented to the annexation and executed the attached Annexation Agreement, including the property tax sharing agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, hereby approves the attached Annexation Agreement including the revenue sharing provisions and authorizes the City Manager of the City of Beloit to execute the document.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager and Director of Finance and Administrative Services are authorized to take action as necessary to fully implement the provisions of the Annexation Agreement including distributing real estate tax receipts to the Town compliant revenue sharing formula.

Adopted this 2nd day of December, 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: Annexation Agreement between the City of Beloit and Town of Turtle

Date: December 2, 2013

Presenter(s): Thomas R. Casper

Department(s): City Attorney

Overview/Background Information:

Corporate Contractors Inc. purchased a parcel of land in the Town of Turtle from the township. The land had been previously used by the township as the location for its town hall. Corporate Contractors Inc. intends to develop the property as a corporate headquarters for itself and Blackhawk Transportation. The existing Boundary Agreement does not include this parcel in the Boundary Adjustment Area since it was being used as the town hall. As such, the Boundary Agreement requires the affirmative consent of the Town Board and the City Council before annexation can occur. Annexation is necessary to allow the City of Beloit to provide utility service for the development. The attached Annexation Agreement has been approved by the Town Board and executed by the township and provides for revenue sharing.

The City of Beloit will pay the Town of Turtle that portion of the annual real property taxes paid on the parcel that would be generated by two-thirds (2/3) of the Town of Turtle's then in effect property tax rate, in no case more than \$2 per \$1,000 of assessed value for a period of 30 years. Shared revenue payments have been a point of negotiation between the City of Beloit and the township for some time in relation to a possible extension of the existing Boundary Agreement. Given the fact that there is a \$2 per \$1,000 of assessed value cap on the shared revenue and that the shared revenue is to be computed on only the town's property tax rate applicable to all other real property in the Town of Turtle, it is believed that this is a reasonable resolution. It is also noted that approving this agreement at this point in time would allow the property to appear on the City of Beloit's tax rolls as of January 2014.

Key Issues (maximum of 5):

1. Allows substantial development of the property by a local owner and provides City utility service to serve development.
2. Shared revenue is based upon two-thirds (2/3) of the uniform real estate tax rate applied to other real property within the Town of Turtle.
3. Shared revenue payment is capped at \$2 per \$1,000 of assessed value.
4. Shared revenue payments are only to be made out of funds actually collected by the City.
5. The current City tax rate is approximately \$10.30 per \$1,000 of assessed value, which will result in some 90% of the tax being retained by the City.

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

Consideration of this request supports strategic goal #1.

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

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

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:

Consideration and approval of resolution approving Annexation Agreement.

Fiscal Note/Budget Impact:

See above.

Attachments:

Annexation Agreement.

ANNEXATION AGREEMENT

RECITALS

- A. The CITY OF BELOIT ("City") and the TOWN OF TURTLE ("Town") are parties to the agreement entitled Cooperative Boundary Plan between the City of Beloit and the Town of Turtle, Rock County, Wisconsin dated May 26, 1999 ("Boundary Agreement").
- B. Corporate Contractors, Inc. ("Owner") owns the property ("Property") located in the Town described in the attached Exhibit A.
- C. Owner desires to annex the Property to the City to be developed as corporate headquarters for Owner and Blackhawk Transportation.
- D. The Boundary Agreement prohibits annexation of the Property to the City without the consent of the Town.
- E. The Town is willing to consent to the annexation under certain conditions.

AGREEMENT

Therefore, the City and the Town agree as follows:

1. The Town consents to the annexation of the Property to the City.
2. Upon annexation, the City shall pay to the Town each year, for a period of thirty (30) years, a portion of the City's share of the real property taxes collected on the Property ("Shared Revenue"). The Shared Revenue shall be an amount equal to two-thirds of the Town's then-in-effect property tax rate applied to the assessed value of the Property, but in no event shall the amount paid exceed two dollars (\$2) per one thousand dollars (\$1,000) of assessed value. The Town's property tax rate shall be the rate uniformly applied to other real property in the Town. The City shall pay the Shared Revenue to the Town each year within sixty (60) days of having received the first payment of the real property taxes on the Property. Such values will be determined without regard to Tax Incremental Financing or other economic incentives given by City to Owner. In the event the Property is foreclosed upon for nonpayment of taxes, City will remit Town's portion of the unpaid taxes upon the City's receipt of the delinquent taxes.

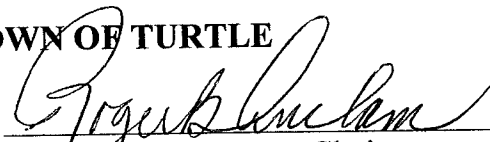
3. This Annexation Agreement shall be effective upon annexation of the Property by the City before January 1, 2014. In the event the Property is not annexed before January 1, 2014, this Annexation Agreement shall be void.
4. This Annexation Agreement shall terminate upon payment to the Town of the thirtieth (30th) Shared Revenue payment or on December 31, 2044, whichever is earlier.
5. In the event either party seeks to enforce its rights under this Agreement in a court of competent jurisdiction, then and in that event, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. Any such action shall be preceded by written notice of the nature of the enforcement action and giving the other party thirty (30) days in which to cure such circumstances. This provision shall survive the termination of this Agreement.
6. This Annexation Agreement shall not be considered precedent for any other agreement by the City or the Town.
7. The Agreement will be binding upon tax payments from the successors and assigns of the Owner.

CITY OF BELOIT

By _____ Dated: _____, 2013.
 Larry N. Arft, City Manager

By _____ Dated: _____, 2013.
 Rebecca Houseman LeMire, City Clerk

TOWN OF TURTLE

By  Dated: November 15, 2013.
 Roger Anclam, Town Chairperson


By  Dated: November 15, 2013.
 Deborah Bennett, Town Clerk-Treasurer

Exhibit A

Property Description

PARCEL 1:

Lot 1 of a Certified Survey Map recorded on December 13, 2002, in the Register of Deeds Office for Rock County, Wisconsin, as Document # 1580041, in Volume 25, Pages 408-410 of Certified Survey Maps for Rock County, Wisconsin, being part of the NW 1/4 of Section 22, Town 1 North, Range 13 East, of the 4th P.M., Town of Turtle, Rock County, Wisconsin.

PARCEL 2:

Lot 2 of a Certified Survey Map recorded on December 13, 2002, in the Register of Deeds Office for Rock County, Wisconsin, as Document # 1580041, in Volume 25, Pages 408-410 of Certified Survey Maps for Rock County, Wisconsin, being part of the NW 1/4 of Section 22, Town 1 North, Range 13 East, of the 4th P.M., Town of Turtle, Rock County, Wisconsin.

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RESOLUTION
APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF БЕЛОIT AND THE
VILLAGE OF CLINTON REGARDING THE PROVISION OF STATEWIDE VOTER REGISTRATION
SYSTEM (SVRS) SERVICES

WHEREAS, the State of Wisconsin maintains an official electronic centralized database of voter registration information in the Statewide Voter Registration System (SVRS); and

WHEREAS, it is the responsibility of each municipality to maintain its own data within this system to comply with the federal Help America Vote Act of 2002, Public Law 107-252 (HAVA); and

WHEREAS, the Village of Clinton has been relying on the Rock County Clerk's office to provide SVRS services for the Village for several years because the Village does not have the staff or resources to maintain its own data at this time; and

WHEREAS, the Rock County Clerk's office is no longer providing SVRS services to municipalities in Rock County with populations over 2,000; and

WHEREAS, the City of Beloit Clerk's office provides SVRS services for the City and is willing and able to provide these services for the Village of Clinton, per the Memorandum of Understanding between the municipalities, from the date the document is signed through December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit hereby approves the attached Memorandum of Understanding between the City of Beloit and the Village of Clinton regarding the provision of SVRS Services and that the City Manager is authorized to execute any further renewals hereof on substantially similar terms and conditions.

Adopted this 2nd day of December 2013.

City Council of the City of Beloit

Charles M. Haynes, President

ATTEST:

Rebecca Houseman LeMire, City Clerk

CITY OF БЕЛОIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Memorandum of Understanding between the City of Beloit and the Village of Clinton regarding the provision of Statewide Voter Registration System (SVRS) Services

Date: December 2, 2013

Presenter(s): Rebecca Houseman LeMire

Department(s): City Clerk

Overview/Background Information:

The Government Accountability Board (GAB) and Wisconsin Statutes require that a centralized electronic database on voter registration information be maintained in the Statewide Voter Registration System (SVRS). The City Clerk's office maintains the data in SVRS for the City of Beloit (self-provider). The Village of Clinton has relied on the Rock County Clerk's office to maintain this data since 2006 when the current system was implemented. The Rock County Clerk's office has indicated that they will no longer provide SVRS services for municipalities in Rock County with populations over 2,000.

The Clinton Village Administrator and Clerk met with the City Clerk in October to discuss the possibility of City staff providing SVRS services for the Village of Clinton. At this meeting, the parties agreed that the City providing SVRS services for the Village is an appropriate short-term solution to the Village's current staffing and resource challenges. The parties also agreed to a cost structure for providing these services and agreed to work together to resolve any issues that may arise during the process. The proposed agreement is two years in length and would be valid through the 2014-2015 election cycle. At the end of this cycle, the parties will re-evaluate staffing, resources, and workload to determine if and how the relationship will continue.

Key Issues:

- The City will provide the following services in SVRS for the Village of Clinton:
 - Maintenance of register voter information, including adding new voters and updating records for changes (name, address, etc.). This includes changes provided by the Village of Clinton and by the GAB's periodic record checks for duplicate records, Department of Corrects records, and the State vital records system for death certificates.
 - Two identical poll lists printed after the close of registration (20 days prior to the election) for each election.
 - Two alphabetical lists of voters printed prior to each election.
 - Entering voting history after each election for each registered voter and reconciling the total votes to the records supplied by the Village of Clinton.
 - Entering summary election and cost data required by the GAB after each election.
- The Village will pay the City \$300 per election, which includes up to ten (10) work hours and printing and copying as outlined above. The Village will pay the City \$25.00 per hour for any additional work hours and the actual cost of any additional requested printing and copying.
- The Clinton Village Board met on Tuesday, November 19th and voted to approve the attached Memorandum of Understanding.

Conformance to Strategic Plan:

Consideration of this request supports *Strategic Goal #4*, which focuses on communicating and partnering with other jurisdictions to coordinate effective and efficient service delivery.

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

- Reduce dependence upon fossil fuels – N/A
- Reduce dependence on chemicals and other manufacturing substances that accumulate in nature – N/A
- Reduce dependence on activities that harm life sustaining eco-systems – N/A

- **Meet the hierarchy of present and future human needs fairly and efficiently** – This partnership will allow the Village to continue to comply with federal laws and state statutes regarding elections while fairly compensating the City for the associated work.

Action required/Recommendation:

- City Council consideration and adoption of the attached Resolution and Memorandum of Understanding

Fiscal Note/Budget Impact: The City will collect at least \$300 per election for which the Clerk's office provides these services. The Clerk's office employs a temporary employee to assist with larger elections, and one of the goals of this program is to cover the cost of this temporary employee.

Attachments: Resolution and Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF БЕLOIT AND THE VILLAGE OF CLINTON
REGARDING THE PROVISION OF
STATEWIDE VOTER REGISTRATION SYSTEM (SVRS) SERVICES**

This Memorandum of Understanding is hereby entered into and by and between the City of Beloit (hereafter referred to as the "PROVIDER") and the Village of Clinton (hereafter referred to as the "LOCAL UNIT") regarding the provision of Statewide Voter Registration System (SVRS) services.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. The LOCAL UNIT and the PROVIDER understand that the State of Wisconsin has a policy to maintain the official electronic centralized database of voter registration information in the Statewide Voter Registration System (hereafter referred to as "SVRS").
2. The LOCAL UNIT and the PROVIDER understand their responsibilities and requirements for complying with the federal Help America Vote Act of 2002, Public Law 107-252 (HAVA), and Wisconsin state statutes; and accept their respective responsibilities to implement such prescribed voter registration policies, procedures, and practices and to properly maintain each voter's current registration documentation.
3. The LOCAL UNIT understands the technology, technology maintenance, staffing, and training costs that are required of the PROVIDER to accept the responsibility of entering and maintaining the data within SVRS.
4. The LOCAL UNIT declares its intention to use the PROVIDER to enter and maintain data within SVRS and agrees to reimburse PROVIDER for the costs associated with entering and maintaining the LOCAL UNIT's data within SVRS, as follows:
 - a. The LOCAL UNIT agrees to pay the PROVIDER \$300.00 per election, which includes up to ten (10) work hours and includes the associated printing and copying costs for two poll lists and two alphabetical lists of voters.
 - b. The LOCAL UNIT agrees to pay the PROVIDER at the rate of \$25.00 per hour for any additional work hours beyond the standard ten (10) hours and the actual costs of any additional printing and copying beyond the aforementioned poll lists and alphabetical lists.
 - c. The PROVIDER agrees to accurately record the number of work hours associated with each election. If the number of work hours exceeds ten (10), the PROVIDER agrees to document and submit the number and description of hours worked to the LOCAL UNIT at the time of the invoice.

- d. The PROVIDER agrees to accurately record the costs associated with printing and/or copying any documents requested by the LOCAL UNIT in addition to those outlined in this document.
 - e. The PROVIDER agrees to prepare and mail an invoice to the LOCAL UNIT, and the LOCAL UNIT agrees to pay the invoice within 30 days of receipt.
5. The PROVIDER agrees to enter and maintain the LOCAL UNIT's data within SVRS and provide the following:
- a. The PROVIDER agrees to provide up to two alphabetical lists of voters per election at the date requested by the LOCAL UNIT, with at least one list being provided to the LOCAL UNIT two months prior to each election.
 - b. The PROVIDER agrees to provide two identical poll lists to the LOCAL UNIT prior to each election. The PROVIDER agrees to provide these polls lists to the LOCAL UNIT after the close of registration, which is the third Wednesday prior to the election, by mail or in person by the third Friday before the Election (18 days prior to Election Day).
6. The PROVIDER is not obligated to provide Customer Relationship Management (CRM) Services to the LOCAL UNIT, unless so requested and agreed to by the PROVIDER in writing. The costs thereof shall be in addition to the costs for the services set out herein and shall be mutually agreed by the Parties in writing. CRM Services include printing ineligible voter lists, tracking provisional ballots, and recording four-year voter maintenance postcards.
7. The PROVIDER agrees to provide an executed copy of this agreement to the Government Accountability Board and the PROVIDER and LOCAL UNIT agree to complete the required paperwork to ensure the validity of this document.
8. This agreement is valid from the last date signed through December 31, 2015. In addition, this agreement will extend in 1-year increments unless officially terminated. This agreement can only be officially terminated if the following requirements have been met:
- a. Both parties to the agreement have provided written notice to the Government Accountability Board and the County of Rock 90 days prior to the agreement being terminated.
 - b. The LOCAL UNIT has purchased the appropriate equipment and received written validation from the Government Accountability Board that they are capable of taking on the technology and resource responsibilities of SVRS.
 - c. The LOCAL UNIT has received written validation from the Government Accountability Board that their clerks and appointed associates have been properly trained in the use and functions of SVRS.
 - d. In addition to the termination provisions immediately above, either party may terminate this agreement by providing the other with a written notification of termination at least 90 days in advance of the date of termination.

9. The persons signing this Memorandum of Understanding warrant that they have been authorized to enter into this agreement by and on behalf of their respective governing bodies and that they have full and complete authority to bind their respective parties by executing this agreement.

ATTEST:

CITY OF БЕЛОIT, WISCONSIN

By: _____
Rebecca Houseman LeMire, City Clerk

By: _____
Larry N. Arft, City Manager

Date: _____

Approved as to Form:

By: _____
Thomas R. Casper, City Attorney

Date of Approval of Beloit City Council: _____

ATTEST:

VILLAGE OF CLINTON, WISCONSIN

By: _____
Sue Atherton, Village Clerk

By: _____
Connie L. Tracy, Village President

Date: _____

Date of Approval of Clinton Village Board: _____