



**AGENDA  
BELOIT CITY COUNCIL  
100 State Street, Beloit WI 53511  
City Hall Forum – 7:00 p.m.  
Monday, December 16, 2013**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
  - a. Proclamation of Appreciation honoring **Police Chief Norm Jacobs** as the longest serving Police Officer in Departmental History (Spreitzer)
4. PUBLIC HEARINGS
  - a. Proposed Ordinance amending the City of Beloit **Comprehensive Plan** to change the future land use designation for the property located at 1566 Forest Avenue from Single-family Residential – Urban to Institutional and Community Service (Gaston School) (Christensen) Plan Commission recommendation for approval 6-0  
First Reading, suspend rules for Second Reading
  - b. Proposed Ordinance amending the City of Beloit **Zoning District Map** to change the zoning district classification of the property located at 1566 Forest Avenue from R1-B, Single-family Residential District, to PLI, Public Lands and Institutions District (Gaston School) (Christensen) Plan Commission recommendation for approval 6-0  
First Reading, suspend rules for Second Reading
  - c. Resolution authorizing 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 (Domino's Pizza) (Christensen) Plan Commission recommendation for approval 5-0
5. CITIZENS PARTICIPATION
6. CONSENT AGENDA

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

  - a. Approval of the **Minutes** of the Regular Meeting of December 2, 2013 (LeMire)
  - b. Application for a **Conditional Use Permit** to allow an office use in a M-2, General Manufacturing District, for the properties located at 701, 655, 645, 605 and 601 Third Street (Christensen)  
Refer to Plan Commission
  - c. Resolution approving **Change of Agent** for ND Gas LLC, d/b/a Beloit Mobil on the Run, located at 2883 Milwaukee Road, from Connie M. Gunning to Syed Saiful Jawad Hussaini (LeMire) ABLCC recommendation for approval 6-0

- d. Resolution approving **Change of Agent** for HRNS V Entertainment, d/b/a Adiktion, located at 1310 Cranston Road, from Jaime Hernandez to Brenda Flores (LeMire)
- e. Resolution approving a **Class “A” Beer License** for Bindi R., Inc., d/b/a Clark Gas Station, Jay Gravitt, Agent, located at 903 Broad Street (LeMire)  
ABLCC recommendation for approval 6-0
- f. Resolution approving the **Appointment of Election Officials** for the 2014-2015 Election Cycle (LeMire)
- g. Resolution approving a **Service Agreement** between the City of Beloit and Life Line Billing Systems, LLC (Liggett)
- h. Resolution approving a **Site Access Agreement** with the City of South Beloit, Illinois (Casper)

## 7. ORDINANCES

- a. 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)  
Second Reading
- b. Proposed Ordinance to amend Part J of Section III of the Index of Special Locations, Section 13.02 of the Code of General Ordinances of the City of Beloit, relating to **Parking of Vehicles on the near side of Highways adjacent to Schoolhouses** (Gaston School) (Boysen) First Reading, suspend rules for the Second Reading
- c. Proposed Ordinance establishing **No Parking** regulations on Bushnell Street (Boysen)  
First Reading, suspend rules for Second Reading

## 8. APPOINTMENTS

## 9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

## 10. CITY MANAGER'S PRESENTATION

- a. **Visit Beloit Presentation** regarding their goals, programs, tourism blog, State presence, and collaborative marketing with the Vision partners  
(Executive Director, Monica Krysztopa)

## 11. REPORTS FROM BOARD AND CITY OFFICERS

- a. Resolution approving 2014 Contracts between the City of Beloit and **Dane County Humane Society, Inc.** and authorizing execution thereof (Tyler)
- b. Resolution approving 2014-2015 Contract between the City of Beloit and **Rock County Humane Society, Inc.** and authorizing execution thereof (Tyler)
- c. Resolution authorizing the **Transfer of Funds** from the General Fund Contingency Reserve Fund for 2013 (York)

- d. Resolution declaring **Doubtful Accounts**, authorizing amounts to be written off, and receiving and filing the 2013 Report of the Comptroller (York)

## 12. ADJOURNMENT

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

Dated: December 11, 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.

**WHEREAS**, Police Chief Norman Jacobs was hired on April 11, 1978, and recently passed the length of service milestone as being the longest serving Police Officer in the history (1857 to present) of the Police Department; and

**WHEREAS**, Chief Jacobs has dedicated his entire professional career spanning 35 years to the City of Beloit Police Department, appointed to and serving in the following capacities:

Patrol Officer on April 11, 1978  
Sergeant on December 14, 1988  
Captain on April 29, 1999  
Deputy Chief on March 26, 2001  
Police Chief on December 18, 2009; and

**WHEREAS**, his leadership and vision includes maintaining Beloit Police Department's National Certification through the Commission on Accreditation for Law Enforcement Agencies (CALEA), as well as the State Accreditation; and

**WHEREAS**, during his tenure, the Beloit Police Department has received special recognition and won numerous awards including the most recent: 2010 Wisconsin SWAT Team of the Year; 2011 Risk Management Focus Award; 2012 Wisconsin Narcotics Officers Association – Investigation of the Year; 2012 Illinois Metropolitan Enforcement Group Award; and a 2013 nomination for an Organized Drug Enforcement Task Force award; and

**WHEREAS**, Chief Jacobs deserves recognition for both the length of his service, as well as the contributions he has made to the community.

**NOW, THEREFORE, THE COUNCIL PRESIDENT OF THE CITY OF БЕЛОIT** does hereby acknowledge Chief Jacobs' dedication, commitment, and vision and wishes to acknowledge the Chief's recent length of service milestone as the longest continuous service in the history of the Beloit Police Department.

Presented this 16<sup>th</sup> day of December 2013.

**BELOIT CITY COUNCIL**

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Charles M. Haynes, President

ATTEST:

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Rebecca Houseman LeMire, City Clerk

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

**AN ORDINANCE AMENDING THE  
CITY OF БЕЛОIT COMPREHENSIVE PLAN**

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

**Section 1.** The Future Land Use Map (Map 10) of the City of Beloit Comprehensive Plan, adopted in §12.015 of the Code of General Ordinances of the City of Beloit, is hereby amended as follows:

The future land use category of the following described land is hereby changed from Single-Family Residential – Urban to Institutional & Community Services:

Lot 11, 12, and Western ½ of Lot 10, and Northern ½ of Alley Vacated Adjoining Block 2 of Fluekigers Second Addition to the City of Beloit, County of Rock, State of Wisconsin. (also known as 1556 Forest Avenue, parcel number 13431120) Containing 0.3758 acres, more or less.

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

Adopted this 16<sup>th</sup> day of December 2013.

**City Council of the City of Beloit**

\_\_\_\_\_  
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

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**Topic:** Comprehensive Plan Amendment

**Date:** December 16, 2013

**Presenter(s):** Julie Christensen

**Department(s):** Community Development

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### Overview/Background Information:

The School District of Beloit has submitted an application requesting an amendment to the Future Land Use Map (Map 10) of the City of Beloit Comprehensive Plan.

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### Key Issues (maximum of 5):

- The applicant is requesting the following amendment to the Future Land Use Map (Map 10) of the City's Comprehensive Plan:
  - 1556 Forest Avenue – From Single-Family Residential – Urban to Institutional & Community Services.
- The proposed amendment is related to the proposed expansion of Gaston Elementary School, as illustrated on the attached preliminary site plan.
- The proposed amendment would designate the subject property as appropriate for Institutional & Community Services. This would allow the district to rezone the subject properties to PLI, Public Lands & Institutions District, demolish the existing structure, and expand the school grounds as shown on the attached preliminary site plan.
- The proposed amendment would establish a new boundary between the single-family residential neighborhood to the west and the Gaston grounds. The district has indicated that this expanded area will be used for open space and recreation. The proposed amendment is compatible with existing and planned land uses in the vicinity and will facilitate a significant improvement and expansion of this elementary school site.
- The Plan Commission held a public hearing to consider the requested amendment on November 6, 2013 and voted unanimously (6-0) to adopt a Resolution recommending approval of the requested amendment to the Comprehensive Plan.

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

- Consideration of this request supports Strategic Goal #5.

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### Sustainability:

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

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### Action required/Recommendation:

- City Council consideration and 1<sup>st</sup> and 2<sup>nd</sup> readings of the proposed Ordinance

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

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**Attachments:** Ordinance, Public Notice, and Staff Report to the Plan Commission.



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

CITY HALL • 100 STATE STREET • BELOIT, WI 53511

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

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

Equal Opportunity Employer

## **NOTICE TO THE PUBLIC**

November 7, 2013

To Whom It May Concern:

The City of Beloit Plan Commission has recommended approval of the following amendment to the Future Land Use Map (Map 10) of the City of Beloit Comprehensive Plan:

1. 1556 Forest Avenue – From Single-Family Residential – Urban to Institutional & Community Services.

Information regarding the location, zoning, and land use of this property is available for public review in the Planning & Building Services Division on the third floor of City Hall, 100 State Street.

The Plan Commission's recommendation will be reviewed by the City Council, which will hold the following public hearing regarding the proposed amendments:

**City Council (Public Hearing):** Monday, December 16, 2013, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

### **THE PUBLIC IS INVITED TO ATTEND THIS HEARING.**

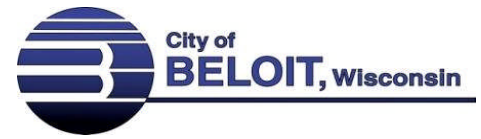
#### **We are interested in your opinion.**

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

*For additional information, please contact Stephanie Hummel in the Planning & Building Services Division at (608) 364-6708 or [hummels@ci.beloit.wi.us](mailto:hummels@ci.beloit.wi.us). Comments will be accepted via telephone, email, and U.S. Mail.*

# CITY OF BELOIT

## REPORT TO THE BELOIT CITY PLAN COMMISSION



Meeting Date: November 6, 2013

Agenda Item: 5

File Number: RPB-2013-13

### Request Overview/Background Information:

The School District of Beloit has submitted an application requesting an amendment to the Future Land Use Map (Map 10) of the City of Beloit Comprehensive Plan.

Wisconsin's Comprehensive Planning Law, §66.1001 of the Wisconsin Statutes, was signed into law in 1999. This legislation is commonly known as Wisconsin's "smart growth" law, although the law does not prescribe or require a particular type of development pattern. The Comprehensive Planning law requires all cities, towns, and villages that regulate land use through land use ordinances (e.g. zoning) to adopt a Comprehensive Plan. Comprehensive Plans are intended to guide development and redevelopment over a 20-year timeframe. The law also requires that land use decisions be consistent with the plan.

The Beloit City Council approved the City's Comprehensive Plan in March 2008 after an extensive public participation program. All land use decisions made by the City of Beloit, including any actions regarding official mapping, local subdivision regulation, and zoning regulations, must be consistent with the plan. The Beloit City Council established a process for amendments (minor changes) to the Comprehensive Plan on February 1, 2010.

If the Plan Commission votes to recommend approval of the proposed amendment, the attached Resolution will be forwarded to the City Council for consideration on December 16, 2013.

### Key Issues:

- The applicant is requesting the following amendment to the Future Land Use Map (Map 10) of the City's Comprehensive Plan:
  - 1556 Forest Avenue – From Single-Family Residential – Urban to Institutional & Community Services.
- The following table describes the status of the subject property:

Property	Current Land Use	Zoning	Acres	Future Land Use	Proposed Future Land Use
1556 Forest Ave	SF Home	R-1B	0.3758	SF Residential - Urban	Institutional/Comm. Services

- The proposed amendment is related to the proposed expansion of Gaston Elementary School, as illustrated on the attached preliminary site plan.
- The district has purchased the subject property on October 14, 2013.
- The Location & Zoning Map and Future Land Use Map for this site are attached to this report.
- If the proposed amendment is approved, the applicant will rezone the subject property and begin demolishing the residential structure on the subject property.
- **Land Use Analysis**
  - The proposed amendment would designate the subject property as appropriate for Institutional & Community Services. This would allow the district to rezone the subject property to PLI, Public Lands & Institutions District, demolish the existing structure, and expand the school grounds as shown on the attached preliminary site plan.
  - The proposed amendment would establish a new boundary between the single-family residential neighborhood to the west and the Gaston grounds. This expanded area will be used for open space and recreation.
  - The proposed amendment is compatible with existing and planned land uses in the vicinity and will facilitate a significant improvement and expansion of this elementary school site.

### Consistency with Comprehensive Plan and Strategic Plan:

- The City's compliance with the Comprehensive Planning law's consistency requirement is the impetus for this request.
- Consideration of this request supports Strategic Goal #5.



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

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

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**Staff Recommendation:**

The Planning & Building Services Division recommends **approval** of the following proposed amendment to the Future Land Use Map (Map 10) of the City's Comprehensive Plan:

1. 1556 Forest Avenue – From Single-Family Residential – Urban to Institutional & Community Services.

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

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**Attachments:** Location & Zoning Map, Future Land Use Map, Site Plan, Public Notice, Mailing List, and Resolution.

# Location & Zoning Map

Gaston Expansion

RPB-2013-13



1 inch = 91 feet

0 20 40 80 120 Feet

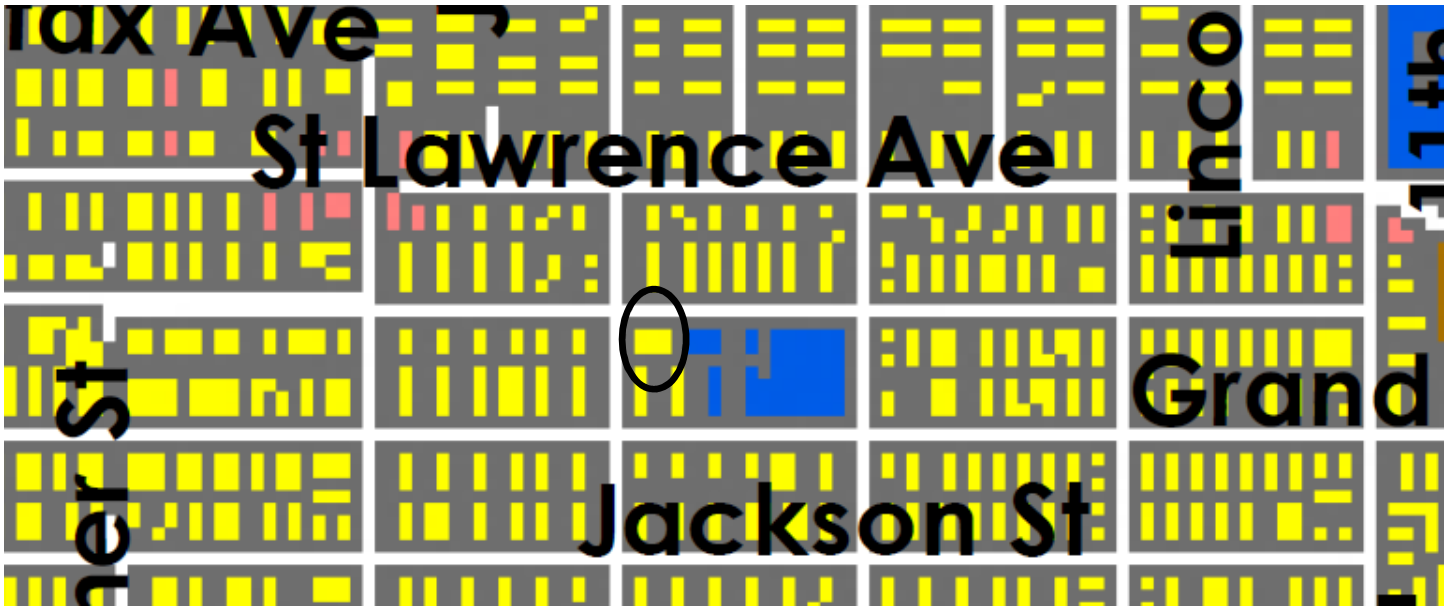
### Legend

- COB Parcels
- Zoning District

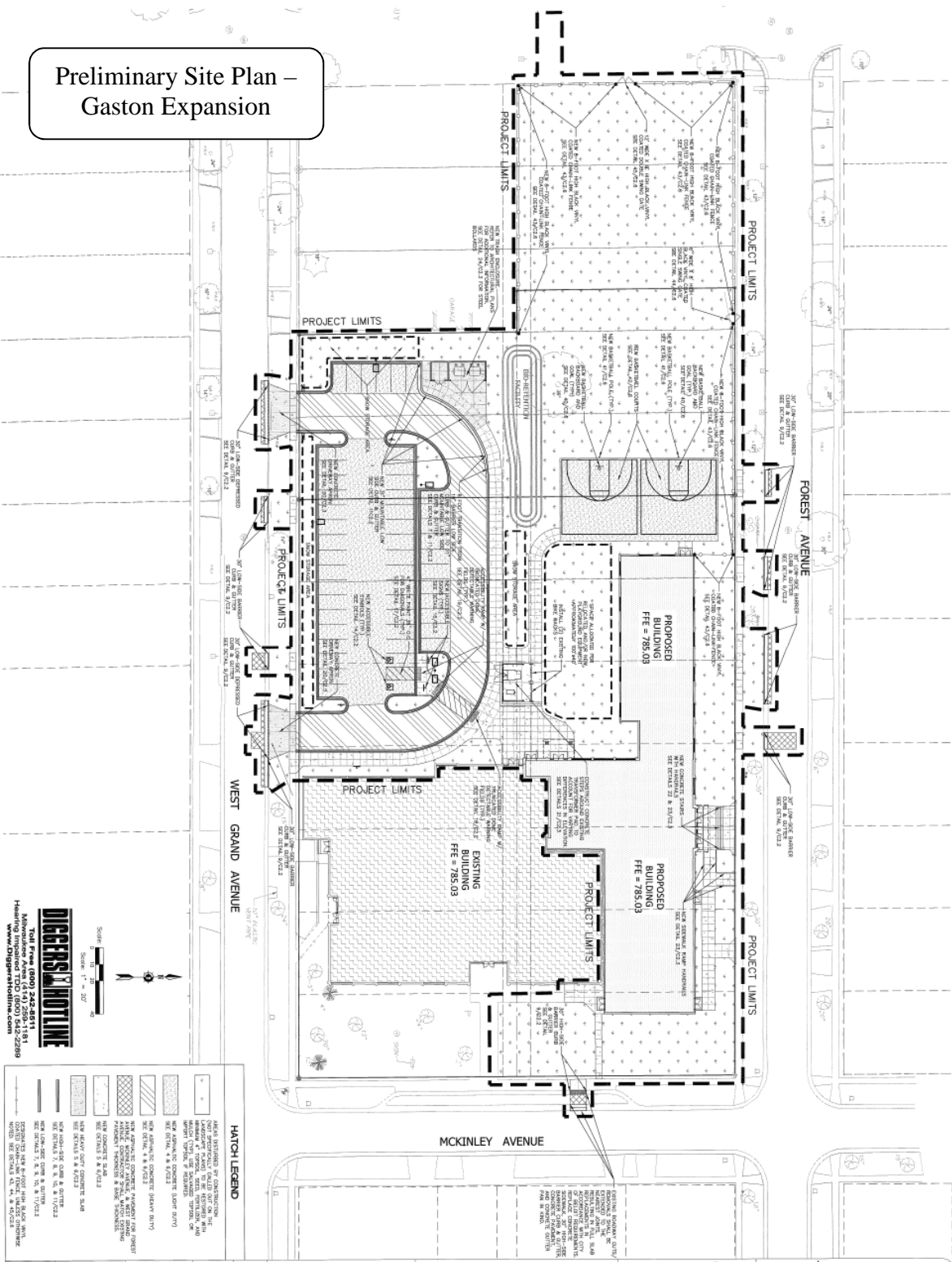
Map prepared by: Stephanie Hummel  
Date: October 2013  
For: City of Beloit Planning & Building Services  
Date of Aerial Photography: March 2011

## PLANNING & BUILDING SERVICES DIVISION

# Map 10, Future Land Use (subject property is circled)



# Preliminary Site Plan – Gaston Expansion



**DIGERS HOLDING**  
 Milwaukee Area (414) 255-1951  
 Madison Area (608) 785-9600  
 www.DigersHolding.com

### HATCH LEGEND

[Hatch Pattern]	ASPHALT DRIVEWAYS, ST. CONCRETE DRIVEWAYS, SIDEWALKS, DRIVEWAYS, PATIOLIOS, TERRAZZO, TERRAZZO, TERRAZZO
[Hatch Pattern]	NEW ASPHALT DRIVEWAYS, SIDEWALKS, DRIVEWAYS, PATIOLIOS, TERRAZZO, TERRAZZO, TERRAZZO
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[Hatch Pattern]	NEW ASPHALT DRIVEWAYS, SIDEWALKS, DRIVEWAYS, PATIOLIOS, TERRAZZO, TERRAZZO, TERRAZZO

Scale: 0 20' = 20'  
 NORTH  
**C1.2**  
**SITE PLAN**

Project Title:  
**Addition and Remodeling to:  
 Gaston Elementary School  
 School District of Beloit  
 610 McKinley Avenue, Beloit, WI 53511**

**KAPUR & ASSOCIATES, INC.**  
 CONSULTING ENGINEERS  
 500 North Main Street  
 Beloit, WI 53511  
 Phone: 608.735.8888 Fax: 608.735.8888  
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Karry DeVault, Clerk  
Town of Beloit  
2871 S. Afton Rd.,  
Beloit 53511

Frank Management Inc.  
2501 Morse Street  
Janesville, WI 53545

Janelle Marotz  
School District of Beloit  
1633 Keeler Avenue  
Beloit, WI 53511

Deb Bennett, Clerk  
Town of Turtle  
6916 S. County Rd. J.  
Beloit, WI 53511

Paul Benjamin  
Rock County Planning  
Rock County Courthouse, Room 266  
51 South Main Street,  
Janesville, WI 53545

Dr. Dennis McCarthy  
Beloit-Turner School District  
1237 Inman Parkway  
Beloit, WI 53511

City Clerk  
City of South Beloit  
519 Blackhawk Blvd. Suite 2  
South Beloit, IL 61080

Dr. Pamela Kiefert, Superintendent  
Clinton Community School District  
112 Milwaukee Road  
Clinton, WI 53525

Kristi Howe  
Beloit Public Library  
605 Eclipse Boulevard  
Beloit, WI 53511

Peter Herreid, Grant Administrator  
Department of Administration  
101 E. Wilson Street, 10th Floor  
Madison, WI 53702-0001

Brad Austin  
Corporate Contractors Inc.  
655 3<sup>rd</sup> Street, Suite 300  
Beloit, WI 53511

**RESOLUTION  
RECOMMENDING APPROVAL OF AMENDMENT TO THE  
CITY OF БЕЛОIT COMPREHENSIVE PLAN**

**WHEREAS**, the Plan Commission of the City of Beloit recommended approval of the Comprehensive Plan of the City of Beloit (the Plan) on January 23, 2008, and the City Council of the City of Beloit approved an Ordinance adopting the Plan on March 17, 2008; and

**WHEREAS**, the Plan may be amended and changed in the years following adoption, particularly in instances where the Plan is becoming irrelevant or contradictory to emerging policies or trends, or does not provide specific advice or guidance on an emerging issue; and

**WHEREAS**, "Amendments" are generally defined as minor changes to the Plan's maps or text; and

**WHEREAS**, the City Council of the City of Beloit approved a Resolution to Adopt a Process for Amending the City of Beloit Comprehensive Plan on February 1, 2010; and

**WHEREAS**, the approved process directs the Plan Commission to hold a public meeting on the proposed amendments, and following said public meeting, make a recommendation by Resolution to the City Council by majority vote of the entire Commission.


**NOW, THEREFORE, BE IT RESOLVED** that the Plan Commission of the City of Beloit, Rock County, Wisconsin, hereby recommends approval of the following amendments to the Future Land Use Map (Map 10) of the City of Beloit Comprehensive Plan:

1. 1556 Forest Avenue – From Single-Family Residential – Urban to Institutional & Community Services.

Adopted this 6<sup>th</sup> day of November, 2013.

  
James Faragher, Plan Commission Chairman

ATTEST:

  
Julie Christensen,  
Community Development Director

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

**AN ORDINANCE AMENDING THE  
ZONING DISTRICT MAP OF THE CITY OF БЕЛОIT**

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

**Section 1.** The Zoning District Map of the City of Beloit, mentioned in the Zoning Code, Chapter 19 of the Code of General Ordinances of the City of Beloit, is amended as follows:

The following described land, also known as 1556 Forest Avenue, is hereby changed from R-1B, Single-Family Residential District to PLI, Public Lands & Institutions District:

Lot 11, 12, and Western ½ of Lot 10, and Northern ½ of Alley Vacated Adjoining Block 2 of Fluekigers Second Addition to the City of Beloit, County of Rock, State of Wisconsin. (also known as 1556 Forest Avenue, parcel number 13431120) Containing 0.3758 acres, more or less.

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

Adopted this 16th day of December 2013.

**City Council of the City of Beloit**

\_\_\_\_\_  
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:** Zoning Map Amendment Application for the property located at 1556 Forest Avenue

**Date:** December 16, 2013

**Presenter(s):** Julie Christensen

**Department:** Community Development

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

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

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

- This request is related to the proposed expansion of Gaston Elementary School. This application will be reviewed concurrently with a Comprehensive Plan Amendment for same property.
  - The property located at 1556 Forest Avenue is currently zoned R-1B. The subject property must be rezoned to PLI before the school building and grounds may be expanded as planned.
  - The PLI district is a special purpose district that is intended to accommodate major public and quasi-public uses.
  - Planning staff has approved site plans for the proposed expansion of Gaston Elementary School.
  - The Plan Commission reviewed this item on November 6, 2013 and voted unanimously (6-0) to recommend approval of this Zoning Map Amendment.
- 

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

The Comprehensive Plan recommends Single-Family Residential- Urban uses and a zoning classification of R-1B for the subject property. A Comprehensive Map Amendment is being reviewed to change this to Institutional & Community Services uses and a zoning classification of PLI. This proposed Zoning Map Amendment is consistent with the proposed changes to the Comprehensive Plan, as required by Section 66.1001(3) of Wisconsin Statutes.

Consideration of this request supports City of Beloit Strategic Goal #5.

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

- **Reduce dependence upon fossil fuels** – N/A
  - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
  - **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
  - **Meet the hierarchy of present and future human needs fairly and efficiently** – This rezoning will allow for the expansion of Gaston School, which will help the school district to better meet the educational and recreational needs of the school children.
- 

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

- City Council consideration and 1<sup>st</sup> and 2<sup>nd</sup> readings of the proposed Ordinance
- 

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

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



# CITY OF BELOIT

## REPORT TO THE BELOIT CITY PLAN COMMISSION



**Meeting Date:** November 6, 2013

**Agenda Item:** 6

**File Number:** ZMA-2013-14

**Applicant:** School District of Beloit

**Owner:** School District of Beloit

**Location:** 1556 Forest Avenue

**Current Zoning:** R-1B, Single-Family Residential

**Existing Land Use:** Single-Family Residential

**Total Area:** 0.3758 Acre

**Proposed Zoning:** PLI, Public Lands & Institutions District

**Proposed Land Use:** Gaston School Expansion

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### Request Overview/Background Information:

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

The attached **Location & Zoning Map** shows the location of the subject property and the zoning of the surrounding area. The adjacent zoning and land uses are as follows:

- North: R-1B, Single-Family Residential District; Single-Family Dwellings
- South: R-1B, Single-Family Residential District; Single-Family Dwellings
- East: PLI, Public Lands & Institutions, Existing Gaston Elementary School
- West: R-1B, Single-Family Residential District; Single-Family Dwellings

The Zoning Ordinance directs the Plan Commission to hold a hearing and make a recommendation regarding a Zoning Map Amendment based on written Findings of Facts and consistency with the Comprehensive Plan.

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### Key Issues:

- This request is related to the proposed expansion of Gaston Elementary School. This application will be reviewed concurrently with a Comprehensive Plan Amendment for the same property.
- The PLI district is a special purpose district that is intended to accommodate major public and quasi-public uses.
- The subject property must be rezoned to PLI and the existing structure must be demolished in order for the school grounds to be expanded as shown on the attached site plan.
- Planning staff is currently performing Architectural and Site Plan Review of this proposed expansion.
- Planning staff mailed the attached Public Notice to the owners of nearby properties. As of this writing, staff has not received any comments or concerns.
- This application is being considered in accordance with the Zoning Map Amendment procedures contained in Section 2-300 of the Zoning Ordinance.
- **Findings of Fact** - Based on Section 2-304 of the Zoning Ordinance, the Plan Commission shall make a recommendation based on the following considerations:
  - a. *The existing use of property within the general area of the subject property;*
    - There are residential uses to the north, south, and west of the subject property, and a school use to the east of the subject property. The proposed expanded PLI District is compatible with these existing uses and the proposed school expansion is expected to have a positive impact upon the neighborhood.
  - b. *The zoning classification of property within the general area of the subject property;*
    - Properties within the general area of the subject properties are zoned R-1B, with the exception of Gaston Elementary School, which is zoned PLI. This request involves a proposed expansion of the existing PLI district. It will expand the boundaries of the district by 135 feet along Cleveland Street and 120 feet along Forest Avenue.
  - c. *The suitability of the subject property for the uses permitted under the existing zoning classification; and*
    - The subject property is suitable for Single-Family Residential uses permitted in the existing zoning classification.
  - d. *The trend of development and zoning map amendments in the general area of the subject property.*
    - The subject property is located within an established neighborhood that has experienced very little redevelopment activity during the past decade.

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

The Comprehensive Plan recommends Single-Family Residential - Urban uses for the subject property. A Comprehensive Map Amendment is being reviewed to change this to Institutional & Community Services uses. This proposed Zoning Map Amendment is consistent with the proposed changes to the Comprehensive Plan, as required by Section 66.1001(3) of Wisconsin Statutes.

Consideration of this request supports City of Beloit Strategic Goal #5.

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

- **Reduce dependence upon fossil fuels** – N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
- **Meet the hierarchy of present and future human needs fairly and efficiently** – This rezoning will allow for the expansion of Gaston School which will help the school district to better meet the needs of the school children.

---

**Staff Recommendation:**

Based upon the above Findings of Fact and the City's Comprehensive Plan, the Planning & Building Services Division recommends **approval** of a Zoning Map Amendment to change the zoning district classification from R-1B, Single-Family Residential District to PLI, Public Lands & Institutions District, for the property located at 1556 Forest Avenue.

---

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

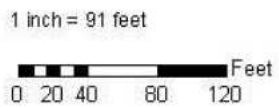
---

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

# Location & Zoning Map

Gaston Expansion

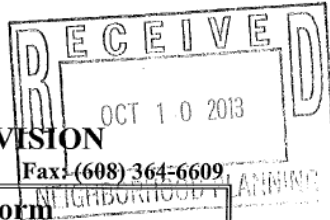
ZMA-2013-14



Legend	
	COB Parcels
	Zoning District

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

## PLANNING & BUILDING SERVICES DIVISION



CITY of BELOIT

PLANNING & BUILDING SERVICES DIVISION

100 State Street, Beloit, WI 53511

Phone: (608) 364-6700

Fax: (608) 364-6609

Zoning Map Amendment Application Form

(Please Type or Print)

File No.: ZMA-2013-14

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

2. Legal description: Lot: [check] Block: Subdivision: (If property has not been subdivided, attach a copy of the complete legal description from deed.)

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

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

3. Tax Parcel Number(s): 13431120

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

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

5. Applicant's Name: School District of Beloit

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

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

6. THE FOLLOWING ACTION IS REQUESTED:

Change zoning district classification from: Residential to: PLI

All existing uses on this property are: Residential

7. All the proposed uses for this property are:

Principal use(s): Expand Gaston School Campus

Secondary use(s): Hard Surface Play Area

Accessory use(s):

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

( ) Owner

( ) Leasehold, Length of lease: \_\_\_\_\_

( ) Contractual, Nature of contract: \_\_\_\_\_

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

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

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

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

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

[Signature] / (Signature of Owner) (Print name) (Date)  
Janelle Maratz / Janelle Maratz 10/5/2013  
(Signature of Applicant, if different) (Print name) (Date)

In order for your request to be heard and considered in a timely manner, you must submit the completed application and all accompanying documents to the Division for acceptance by the filing deadline date prior to a scheduled Plan Commission meeting. This application must be submitted with the \$275.00 application fee. Applicants will also be charged a fee for mailing public notices at the rate of \$0.50 per notice. An invoice for this fee will be sent to the applicant, and it is typically between \$5.00 and \$20.00.

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





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

CITY HALL • 100 STATE STREET • BELOIT, WI 53511

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

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

*Equal Opportunity Employer*

## **NOTICE TO THE PUBLIC**

October 25, 2013

To Whom It May Concern:

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

**1556 Forest Avenue.**

This request is related to the proposed expansion of Gaston Elementary School. The above-referenced property is currently zoned R-1B. The subject property must be rezoned to PLI before the school building and grounds may be expanded as planned.

The following public hearings will be held regarding this application:

**City Plan Commission:** Wednesday, November 6, 2013, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

**City Council:** Monday, December 16, 2013, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

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

**We are interested in your opinion.**

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

*For additional information, please contact Stephanie Hummel in the Planning & Building Services Division at (608) 364-6708 or [hummels@ci.beloit.wi.us](mailto:hummels@ci.beloit.wi.us). Comments will be accepted via telephone, email, and U.S. Mail.*

ISAIAS & ANA M JIMENEZ  
1516 W GRAND AVE  
BELOIT, WI 535115934

FRED R & JILL R THOMAS  
1755 JACKSON ST  
BELOIT, WI 53511

LAIB TRUST DTD 3/10/10  
1552 W GRAND AVE  
BELOIT, WI 53511

RANDALL & DARLA BREWER  
205 HIGH ST  
CLINTON, WI 53525

JASON W & TRACY L SCHOVILLE  
1547 W GRAND AVE  
BELOIT, WI 535115933

JIMMY BAILEY  
2408 SHOPIERE RD  
BELOIT, WI 53511

LEEROY & KAREN TAYLOR  
1717 W GRAND AVE  
BELOIT, WI 535115935

CHRIS MORELOCK  
1702 FOREST AVE  
BELOIT, WI 535115930

TROY FIORUCCI  
1716 FOREST AVE  
BELOIT, WI 53511

JAMES A & SHIRLEY A FREGEAU  
639 CLEVELAND ST  
BELOIT, WI 535115967

MARSHA MILNER  
1526 W GRAND AVE  
BELOIT, WI 535115934

KEVIN QUADE  
1542 W GRAND AVE  
BELOIT, WI 53511

JOYCE KRAEPLIN  
1558 W GRAND AVE  
BELOIT, WI 535115934

NORMA TANNER  
1712 W GRAND AVE  
BELOIT, WI 535115936

NORMAN GEFFERS  
1553 W GRAND AVE  
BELOIT, WI 535115933

CLAUDE & SYLIVA MCMAHON  
1707 W GRAND AVE  
BELOIT, WI 535115935

SCOTT A & BRENDA L STOWERS  
1725 W GRAND AVE  
BELOIT, WI 535115935

GARY BERGERON  
1706 FOREST AVE  
BELOIT, WI 535115930

BRYAN BRAUER  
11779 W HAFEMAN RD  
ORFORDVILLE, WI 53576

WINIFRED BUSS  
1519 FOREST AVE  
BELOIT, WI 535115927

MARK VOSS  
1532 W GRAND AVE  
BELOIT, WI 53511

WANDA VANWORMER  
1546 W GRAND AVE  
BELOIT, WI 535115934

JOHN HEIDT  
1702 W GRAND AVE  
BELOIT, WI 535115936

SILVER LEAF INVESTMENTS INC  
1401 SHERIDAN RD  
WINTHROP HBR, IL 60096

MARK THRODNSEN  
609 CLEVELAND ST  
BELOIT, WI 53511

DAVID L & DELLA M HALVERSON  
1713 W GRAND AVE  
BELOIT, WI 535115935

SCHOOL DISTRICT OF BELOIT  
1633 KEELER AVE  
BELOIT, WI 53511

MARY KAY PERRY  
1712 FOREST AVE  
BELOIT, WI 53511

KEITH W & ELIZABETH S BARBARICK  
4630 E CREEK RD  
BELOIT, WI 53511

CONNIE MILLER  
1533 FOREST AVE  
BELOIT, WI 535115927



JOSEPH BANNO  
1537 FOREST AVE  
BELOIT, WI 535115927

KENNETH C & KAREN BACH  
1543 FOREST AVE  
BELOIT, WI 535115927

ANTHONY & MELODY L CASEY  
1547 FOREST AVE  
BELOIT, WI 53511

RONALD & MARY BENNETT  
1553 FOREST AVE  
BELOIT, WI 535115927

BEVERLY L GARCIA REVOCABLE TRUST  
643 CLEVELAND ST  
BELOIT, WI 53511

WILLIAM JOHNSTON  
642 CLEVELAND ST  
BELOIT, WI 535115968

HANS MILLER  
1707 FOREST AVE  
BELOIT, WI 535115929

RENEE RISSEEUW  
1711 FOREST AVE  
BELOIT, WI 535115929

JUSTIN KREHOFF  
1140 RITSHER ST  
BELOIT, WI 53511

MARVIN MILNER  
P O BOX 1161  
BELOIT, WI 535121161

DORA MUELLER  
1522 ST LAWRENCE AVE  
BELOIT, WI 53511

DOROTHY VANDEGRAFT  
1526 ST LAWRENCE AVE  
BELOIT, WI 535115074

FRANCISCO & CAROLINA ADALPE-  
NAVARRO  
1532 ST LAWRENCE AVE  
BELOIT, WI 535114611

VICTORIA BRADSHER  
1602 ST LAWRENCE AVE  
BELOIT, WI 53511

ALAN & MARCIA WOELFEL  
1608 ST LAWRENCE AVE  
BELOIT, WI 535114935

STEVE & GEORGIA WHEELOCK  
1612 ST LAWRENCE AVE  
BELOIT, WI 535114935

JOSE ANAYA  
1618 ST LAWRENCE AVE  
BELOIT, WI 535114935

GERALD BELKE  
1622 ST LAWRENCE AVE  
BELOIT, WI 535114935

KIRBY H & JACQUELINE T YOUNKIN  
9636 RAMBOUILLET RDG  
ROSCOE, IL 61073

MARK BLAKEMAN  
1706 ST LAWRENCE AVE  
BELOIT, WI 535114937

ROBERT ZECHLIN  
1804 ST LAWRENCE AVE  
BELOIT, WI 535113465

CHRISTINE HANSEN  
1716 ST LAWRENCE AVE  
BELOIT, WI 535114937

**RESOLUTION**  
**AUTHORIZING A CONDITIONAL USE PERMIT TO ALLOW A PICK-UP WINDOW IN A C-3,**  
**COMMUNITY COMMERCIAL DISTRICT, AT 204 PARK AVENUE**

**WHEREAS**, the application of JNB Investments LLC 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, having been considered by the City Council of the City of Beloit, Wisconsin at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication filed in the City Clerk's office.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the City Council of the City of Beloit, Rock County, Wisconsin does hereby grant a Conditional Use Permit to allow a pick-up window in a C-3, Community Commercial District, for the property located at 204 Park Avenue in the City of Beloit, for the following described premises:

Lots 7, 8, 9, & 10 B52 Original Plat, and the vacated part of St Paul Avenue adjacent, located in the City of Beloit, County of Rock, State of Wisconsin. Said parcel contains 0.8650 acres, more or less.

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

1. This Conditional Use Permit authorizes the pick-up window, which will be established in the existing structure at the subject property.
2. Any existing order-box structures shall be removed from the exterior of the building.
3. The applicant shall work with Planning Staff to bring landscaping up to code, or as close to code as possible given the existing site layout. Re-mulching, tree and shrubbery trimming, and general landscape clean-up is required by June 1, 2014.
4. The applicant shall maintain a minimum of three (3) stacking spaces for the pick-up window.
5. The applicant shall sealcoat and stripe the lot prior to opening the business.
6. One (1) additional handicap-accessible parking spot is required. This new parking spot or the existing spot must be van-accessible.
7. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Director of Planning & Building Services may approve minor changes administratively.

Adopted this 16<sup>th</sup> 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

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**Topic:** Conditional Use Permit Application for the property located at 204 Park Avenue

**Date:** December 16, 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 to-go purposes only, not for ordering. The minimum stacking spaces needed for a pick-up window is three. The existing abandoned pick-up window has an adequate number of stacking spaces.
- The Plan Commission reviewed this item on December 4, 2013. The Plan Commission voted unanimously (5-0) to recommend approval of the Conditional Use Permit, subject to seven conditions.

---

### Conformance to Strategic Plan:

- Consideration of this request supports Strategic Goal #5.

---

### Sustainability:

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

---

### Action required/Recommendation:

- City Council consideration and action on the proposed Resolution

---

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

---

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

# CITY OF BELOIT

## REPORT TO THE BELOIT CITY PLAN COMMISSION



**Meeting Date:** December 4, 2013

**Agenda Item:** 6

**File Number:** CU-2013-19

**Applicant:** JNB Investments LLC

**Owner:** Valenti Midwest Inc.

**Location:** 204 Park Avenue

**Existing Zoning:** C-3, Community Commercial District, & WPO, Wellhead Protection Overlay

**Existing Land Use:** Vacant Building

**Parcel Size:** .8650 Acres

---

### Request 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. The applicant intends to occupy and rehab the existing building into a Domino's Pizza. While the restaurant is permitted, the drive-through needs a Conditional Use Permit.

---

### Key Issues:

- The attached **Location and Zoning Map** shows the location of the parcel involved in this application. The adjacent zoning and land uses are as follows:
  - North: C-3, Community Commercial District & WPO; Commercial (Auto Repair)
  - South: C-3, Community Commercial District & WPO; Railroad & Vacant Land
  - East: C-3, Community Commercial District & WPO; Commercial (Retail)
  - West: C-3, Community Commercial District & WPO; Commercial (Office) & Residential (Multi-Family)
- According to Section 8-112 of the Zoning Ordinance, restaurant pick-up lanes shall include at least 3 stacking spaces. The existing abandoned pick-up window has an adequate number of stacking spaces.
- According to Section 8-103 of the Zoning Ordinance, the proposed development requires 25 off-street parking stalls. The site includes 46 off-street parking stalls, 1 being handicap-accessible. A minimum of 2 handicap-accessible spots are required with the proposed number of parking stalls.
- Public facilities and infrastructure exist in this area and the property receives the full range of municipal services.
- The City's Review Agents have reviewed this application. The only concern is from Water Resources. An exterior grease trap will need to be utilized for this property.
- The attached Public Notice was sent to nine (9) nearby property owners, which has not resulted in any comments.
- **Findings of Fact**

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

- a. *Whether the establishment, maintenance, or operation of the conditional use will be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;*
  - The proposed uses will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. All uses of this development will be governed by franchise safety measures.
- b. *Whether the conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted;*
  - The subject property is located in the center of a C-3, Community Commercial District. Any additional traffic, noise, and glare generated by this development is compatible with existing conditions.
- c. *Whether the conditional use will substantially diminish or impair property values within the neighborhood of the subject property;*
  - The proposed use will not diminish or impair property values within the neighborhood. It will likely increase property values due to increased economic activity and exterior appearance.
- d. *Whether the establishment of the conditional use will impede the normal and orderly development and improvement of the surrounding property;*
  - This is an urbanized area and the surrounding properties are developed.
- e. *Whether the exterior architectural design or site layout of the proposed conditional use is so dissimilar or otherwise incompatible with existing or proposed development in the immediate neighborhood that it will cause a depreciation in property values;*
  - The pick-up window that is being proposed is already part of the structure's design. During Architectural Review, Planning staff will ensure that the proposed building façade is attractive.
- f. *Whether adequate utilities, access roads, drainage or other necessary facilities will be available to*

- serve the proposed use at the time of its occupancy or use;*
- Adequate facilities and infrastructure are available to serve the conditional use.
- g. *Whether adequate measures will be taken to minimize traffic congestion; and*
- The proposed pick-up window is designed in a manner that will not cause traffic congestion.
  - The existing street network in this area is capable of handling the additional traffic that will be generated by this development.
- h. *Whether the conditional use will comply with all applicable regulations of the Zoning Ordinance.*
- The conditional use will comply with all other applicable regulations of the Zoning Ordinance.

---

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

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

---

**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 & Building Services Division recommends **approval** of a Conditional Use Permit to allow pick-up window in a C-3, Community Commercial District, for the property located at 204 Park Avenue, based on the above Findings of Fact and subject to the following conditions:

1. This Conditional Use Permit authorizes the pick-up window, which will be established in the existing structure at the subject property.
2. Any existing order-box structures shall be removed from the exterior of the building.
3. The applicant shall work with Planning Staff to bring landscaping up to code, or as close to code as possible given the existing site layout. Re-mulching, tree and shrubbery trimming, and general landscape clean-up is required by June 1, 2014.
4. The applicant shall maintain a minimum of three (3) stacking spaces for the pick-up window.
5. The applicant shall sealcoat and stripe the lot prior to opening the business.
6. One (1) additional handicap-accessible parking spot is required. This new parking spot or the existing spot must be van-accessible.
7. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Director of Planning & Building Services may approve minor changes administratively.

---

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

---

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

# Location & Zoning Map

204 Park Avenue

CU-2013-19



1 inch = 75 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: .8050 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 / jmburton@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: \_\_\_\_\_



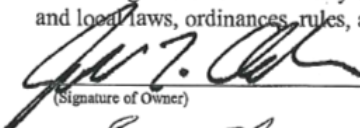
9. Project timetable: Start date: 12/13 Completion date: 5/14


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.

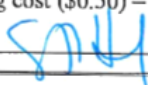
I/We, the undersigned, do hereby respectfully make application for and petition the City Plan Commission and City Council to grant the requested action for the purpose stated herein. I/We represent that the granting of the proposed request will not violate any of the required standards of the Zoning 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: <b>\$275.00</b>	Amount paid: <u>275.00</u> Meeting date: <u>12/4/13</u>
No. of notices: _____	x mailing cost (\$0.50) = cost of mailing notices: \$ _____
Application accepted by: 	Date: <u>11/7/13</u>



## **NOTICE TO THE PUBLIC**

November 22, 2013

To Whom It May Concern:

JNB Investments Inc. 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.**

The applicant has proposed the development of a Dominos restaurant in the existing structure. The proposed restaurant will include a pick-up window.

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

**City Plan Commission:** Wednesday, December 4, 2013, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

**City Council:** Monday, December 16, 2013, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

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

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

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

*For additional information, please contact Stephanie Hummel in the Planning & Building Services Division at (608) 364-6708 or [hummels@ci.beloit.wi.us](mailto:hummels@ci.beloit.wi.us). Comments will be accepted via telephone, email, and U.S. Mail.*

SUPERVALU STORES INC  
P O BOX 990  
MINNEAPOLIS, MN 55440

COLE WG BELOIT WI LLC  
P O BOX 1159  
DEERFIELD, IL 60015

845 BROAD STREET LLC  
1300 HARVEY ST  
BELOIT, WI 53511

CYRIL & BARBARA FINNEGAN REVOCABLE  
TRUST  
P O BOX 26  
BELOIT, WI 535120026

VALENTI MIDWEST INC  
3450 BUSCHWOOD PARK DR STE 195  
TAMPA, FL 33618

ST THOMAS CATHOLIC CHURCH  
822 E GRAND AVE  
BELOIT, WI 535116317

SOO LINE RAILROAD COMPANY  
120 S 6TH ST STE 190  
ATTN: REAL ESTATE  
MINNEAPOLIS, MN 55402

JAGGER BAY PROPERTIES LLC  
250 GARDEN LN STE 250  
BELOIT, WI 53511

BINDI R INC  
903 BROAD ST  
BELOIT, WI 53511



**PROCEEDINGS OF THE BELOIT CITY COUNCIL**  
**100 State Street, Beloit, WI 53511**  
**Monday, December 2, 2013**

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

1. The meeting was called to order at 7:00 p.m. in the Forum at Beloit City Hall.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
  - a. Risk Manager Mike Ciaramita presented the **CVMIC Significant Program Award** for the City of Beloit Safe Lifting Program to Jodine Saunders, Public Works Sustainability and Safety Coordinator.
4. PUBLIC HEARINGS
  - a. Action was not taken on 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. Councilor Haynes said that the application had been withdrawn and that no action is necessary. File 8257
  - b. Action was not taken on a 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. Councilor Haynes said that the application had been withdrawn and that no action is necessary. File 8257
5. CITIZENS PARTICIPATION – none
6. CONSENT AGENDA

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

- a. The **Minutes** of the Regular Meeting of November 18, 2013, were approved.
- b. The 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, was adopted. File 8590
- c. An application for **Class "A" Beer License** for Bindi R., Inc., d/b/a Clark Gas Station, Jay Gravitt, Agent, located at 903 Broad Street, was referred to the ABLCC. File 8590
- d. The resolution approving an **Intergovernmental Agreement** between the City of Beloit and Rock County regarding Enhanced 911 Communication Services was adopted. File 4883
- e. The resolution approving a 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 was adopted. File 8265
- f. The resolution approving the Installation of a **Historical Marker** in Riverside Park located at 1160 Riverside Drive was adopted. File 8622
- g. The 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, was referred to the Plan Commission. File 8624

- h. Community Development Director Julie Christensen presented an application for a **Conditional Use Permit** to allow a drive-through use in a C-3, Community Commercial District, for the property located at 204 Park Avenue, for Domino's Pizza. Councilor De Forest asked if a Conditional Use Permit was necessary because the previous business had a drive-through. Ms. Christensen responded that the previous use was likely established prior to the requirement of a conditional use for drive-through uses. Councilor Luebke made a motion to refer the matter to the Plan Commission, and Councilor Leavy seconded. The motion carried 7-0. File 8625

## 7. ORDINANCES

- a. Councilor Haynes said that agenda item 7.a. will be discussed and possibly acted upon by the Council after item 11.a.
- b. Ms. Christensen presented a 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**. Ms. Christensen said that the majority of these changes came from a meeting between staff and the Beloit Property Managers Association. Councilor De Forest made a motion to lay this item over for a second reading at the December 16<sup>th</sup> City Council meeting. Councilor Spreitzer seconded, and the motion carried 7-0. File 5130
- c. Deputy City Attorney Elizabeth Krueger presented a 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**. Ms. Krueger said that the State Legislature recently increased the amount of money municipal courts are permitted to charge for court costs from \$28 to \$38 and that this ordinance is consistent with the new law. Councilor Leavy made a motion to suspend the rules and offer a second reading of the ordinance. Councilor De Forest seconded. Councilor De Forest asked if the additional revenue was needed to support the Court operations, and Ms. Krueger said that the revenue goes into the City's general fund and supports the operations of several different departments that work with Court including the Police, Fire, and Community Development departments. The motion to suspend the rules carried 7-0. On the merits of the ordinance, Councilor Van De Bogart made a motion to enact. Councilor Leavy seconded, and the motion carried 7-0. File 4906 Ordinance 3509

## 8. APPOINTMENTS – none

## 9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor De Forest encouraged everyone to buy local first during the upcoming holiday season.
- Councilor Van De Bogart reminded everyone to drive slowly and safely this winter.

## 10. CITY MANAGER'S PRESENTATION

- a. Public Works Director Greg Boysen presented the annual **Snow Removal Presentation**. Mr. Boysen said that Operations Director Chris Walsh has been the designer and administrator of the renowned program for many years. Mr. Boysen said that the goal of the snow and ice removal program is to provide safe travel throughout the City before and after snow events. Councilors De Forest and Luebke commended Ms. Walsh and the Public Works staff for their hard work throughout the winter season.

## 11. REPORTS FROM BOARD AND CITY OFFICERS

- a. City Attorney Tom Casper presented 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. He said that the properties, which are outside the Boundary Adjustment Area outlined in the Cooperative Boundary Agreement, were purchased by Corporate Contractors, Inc. (CCI) from the Town of Turtle. He said that CCI intends to build a corporate headquarters for CCI and Blackhawk Transport at this location. Mr. Casper said that the agreement, which has already been approved by the Town of Turtle, provides revenue sharing for the Town. Councilor Luebke made a motion to adopt the resolution, and Councilor Van De Bogart seconded. The motion carried 7-0. File 8623

7.a. Ms. Christensen presented 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. It was noted that the Plan Commission recommended approval 5-0. Brad Austin, representing CCI, presented the proposed drawings of the building. Councilor Van De Bogart made a motion to suspend the rules and offer a second reading of the ordinance. Councilor Luebke seconded, and the motion carried 7-0. On the merits of the ordinance, Councilor Spreitzer made a motion to enact, and Councilor Leavy seconded. The motion carried 7-0. File 8623 Ordinance 3508.

b. City Clerk Rebecca LeMire presented a 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. Ms. LeMire stated that this Memorandum of Understanding would be valid for the 2014-2015 Election Cycle and the services provided by the City to the Village are outlined in the staff report. Councilor Luebke made a motion to adopt the resolution, and Councilor De Forest seconded. The motion carried 7-0. File 8626

12. At 7:41 p.m., Councilor De Forest made a motion to adjourn the meeting, and Councilor Spreitzer seconded. The motion carried 7-0.

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

Date approved by Council:

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Rebecca Houseman LeMire, City Clerk

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Conditional Use Permit Application for various properties located on Third Street – Council Referral to the Plan Commission

**Date:** December 16, 2013

**Presenter(s):** Julie Christensen

**Department:** Community Development

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**Overview/Background Information:**

Hendricks Commercial Properties, LLC has filed an application for a Conditional Use Permit to allow Office and Health Club uses at the existing Ironworks location in an M-2, General Manufacturing District, for the properties located at 701, 655, 645, 605, & 601 Third Street.

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

- The applicant has proposed the addition of a Health Club in the subject property, as well as the addition of Office uses. Both of these uses require a Conditional Use Permit in the M-2 zoning district.
- The applicant has not proposed any exterior changes to the structure or site.
- A copy of the application is attached to this report.

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

- Consideration of this request supports Strategic Goal #5.

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

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

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**Action required/Recommendation:**

- Referral to the Plan Commission for the December 18, 2013 meeting
- This item will most likely return to the City Council for a public hearing and possible action on January 6, 2014

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

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**Attachments:** Application

# CITY of BELOIT

## Planning and Building Services Division

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

### Conditional Use Permit Application

(Please Type or Print)

File Number: CM-2013-20

1. Address of subject property: 701, 655, 645, 605, 601 Third Street

2. Legal description: see attached M-2, WPD

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

Property dimensions are: \_\_\_\_\_ feet by \_\_\_\_\_ feet = \_\_\_\_\_ square feet.

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

3. Tax Parcel Number(s): 13530710

4. Owner of record: Handricks Commercial Properties LLC Phone: 608 361 6768

655 3rd St. Suite 301 Beloit WI 53511  
(Address) (City) (State) (Zip)

5. Applicant's Name: same as above

(Address) (City) (State) (Zip)

608 361 6768 / 608 207 5149 / mark.membrino@  
(Office Phone #) (Cell Phone #) (E-mail Address) handricksgroup.net.

6. All existing use(s) on this property are: office, manufacturing,

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

A Conditional Use Permit for: office, health club, and retail  
in a(n) M-2 Zoning District.

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

Principal use: Manufacturing, office, health club and retail

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

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



9. Project timetable: Start date: 1/1/14 Completion date: 12/31/15

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

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

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

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

MLL / Mark Membrino / 11/13/15  
(Signature of Owner) (Print name) (Date)

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

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

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

To be completed by Planning Staff

Filing fee: \$275.00 Amount paid: \$275.00 Meeting date: Dec. 18, 2013

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

Application accepted by: Drew Pennington Date: 11/15/13

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

**WHEREAS**, the agent of record for ND Gas, LLC, d/b/a Beloit Mobil on the Run, located at 2883 Milwaukee Road is Connie M. Gunning; and

**WHEREAS**, Beloit Mobil on the Run has requested and the Alcohol Beverage License Control Committee has recommended that the agent be changed to Syed Saiful Jawad Hussaini.

**NOW, THEREFORE, IT IS RESOLVED** that the new agent for ND Gas, LLC, d/b/a Beloit Mobil on the Run, located at 2883 Milwaukee Road, is Syed Saiful Jawad Hussaini.

Dated this 16th day of December 2013.

---

Charles M. Haynes, President  
Beloit City Council

Attest:

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Rebecca Houseman LeMire, City Clerk



## **ALCOHOL BEVERAGE LICENSE CONTROL COMMITTEE RECOMMENDATION**

**TO:** Beloit City Council

**FROM:** Alcohol Beverage License Control Committee

**DATE:** December 10, 2013

**SUBJECT: Change of Agent, N D Gas LLC, d/b/a Beloit Mobil on the Run**

The Alcohol Beverage License Control Committee recommended approval to the City Council of the Change of Agent for Beloit Mobil on the Run, 2883 Milwaukee Road, from Connie Gunning to Syed Saiful Jawad Hussaini. The motion carried 6-0.

Rebecca Houseman LeMire  
City Clerk

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer(s)/members/managers of ND CAS LLLC  
(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

Beloit Mobil on the Run  
(trade name)  
 located at 2883 Milwaukee Rd, Beloit WI 53511

appoints Syed Saiful Jawad Hussaini  
(name of appointed agent)  
7819 W state Rd 81, 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? 3 yrs  
 Place of residence last year 7819 W state Rd 81, Beloit WI 53511

For: ND CAS LLLC  
(name of corporation/organization/limited liability company)  
 By: [Signature]  
(signature of Officer/Member/Manager)  
 And: \_\_\_\_\_  
(signature of Officer/Member/Manager)

**ACCEPTANCE BY AGENT**

Syed Saiful Jawad Hussaini, 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] 11/15/13 Agent's age \_\_\_\_\_  
(signature of agent) (date)  
7819, W state Rd 81, Beloit WI 53511 Date of birth \_\_\_\_\_  
(home address of agent)

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

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

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

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Hussaini		Syed		Saiful Jawad	
Home Address (street/route)		Post Office	City	State	Zip Code
7819 W state Rd 81		Beloit	Beloit	WI	53511
Home Phone Number		Age	Date of Birth	Place of Birth	
608-201-6006					

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.

RAO Ahmed of ND GAS LLC  
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

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

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

Employer's Name	Employer's Address	Employed From	To
<u>SAS Mart</u>	<u>1407 Liberty Ave, Beloit WI 53511</u>	<u>Dec 2012</u>	<u>Present</u>
Employer's Name	Employer's Address	Employed From	To
<u>ND GAS LLC</u>	<u>2883 Milwaukee Rd Beloit</u>	<u>Jan 2012</u>	<u>Present</u>

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 15<sup>th</sup> day of Nov, 2013

Jeline J. Ahrens  
(Clerk/Notary Public)

My commission expires 10-14-15

Saiful Jawad  
(Signature of Named Individual)



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

**WHEREAS**, the agent of record for HRNS V Entertainment, d/b/a Adiktion, located at 1310 Cranston Road is Jaime Hernandez; and

**WHEREAS**, HRNS V Entertainment has requested that the agent be changed to Brenda Flores; and

**WHEREAS**, the Alcohol Beverage License Control Committee did not make a recommendation regarding this request.

**NOW, THEREFORE, IT IS RESOLVED** that the new agent for HRNS V Entertainment, d/b/a Adiktion, located at 1310 Cranston Road is Brenda Flores.

Dated this 16th day of December 2013.

---

Charles M. Haynes, President  
Beloit City Council

Attest:

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Rebecca Houseman LeMire, City Clerk



## ALCOHOL BEVERAGE LICENSE CONTROL COMMITTEE RECOMMENDATION

**TO:** Beloit City Council

**FROM:** Alcohol Beverage License Control Committee

**DATE:** December 10, 2013

**SUBJECT: Change of Agent, HRNS V Entertainment, d/b/a Adiktion**

The Alcohol Beverage License Control Committee reviewed the request to Change the Agent for HRNS V Entertainment, d/b/a Adiktion, 1310 Cranston Road, from Jaime Hernandez to Brenda Flores. Members of the ABLCC and staff asked the proposed Agent questions regarding the statutory responsibilities of an Agent, including the purchasing of alcohol and record-keeping. ABLCC members were not satisfied with the proposed Agent's responses. A motion was made to recommend approval of the Change of Agent to the City Council. The motion failed due to the lack of a second by another member. No action was taken, and the ABLCC did not make a recommendation to the City Council regarding this request.

Rebecca Houseman LeMire  
City Clerk

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

Submit to municipal clerk.

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

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

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

located at 1310 Cranston Rd, Beloit WI

appoints Brenda Flores  
(name of appointed agent)

431 W. Wabash Ave  
(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? 20 years

Place of residence last year 431 W. Wabash Ave

For: Adiktion  
(name of corporation/organization/limited liability company)

By: Tullion Valamco  
(signature of Officer/Member/Manager)

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

**ACCEPTANCE BY AGENT**

I, Brenda Flores, 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.

Brenda Flores 10-27-13 Agent's age \_\_\_\_\_  
(signature of agent) (date)

431 W. Wabash Ave Date of birth \_\_\_\_\_  
(home address of agent)

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

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

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



# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <b>Flores</b>		(first name) <b>Brenda</b>		(middle name)	
Home Address (street/route) <b>431 W. Wabash Ave</b>		Post Office	City <b>Waukesha</b>	State <b>WI</b>	Zip Code <b>53186</b>
Home Phone Number <b>262-951-8378</b>		Age	Date of Birth	Place of Birth <b>Waukesha</b>	

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

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

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 20 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
If yes, identify. (Name of Wholesale Licensee, or Permittee) (Address By City and County)

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

Employer's Name <b>Forward Dental</b>	Employer's Address <b>3030 S. Chase Ave</b>	Employed From <b>2010</b>	To <b>present/current</b>
Employer's Name <b>Master Clean</b>	Employer's Address	Employed From <b>2008</b>	To <b>2010</b>

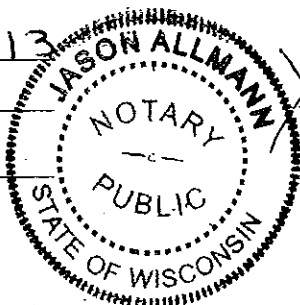
The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that 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 8 day of November, 2013

(Clerk/Notary Public)

My commission expires 09/14/16



*Brenda Flores*  
(Signature of Named Individual)  
Brenda  
*Brenda Flores*



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Wisconsin Department of Revenue

**RESOLUTION APPROVING CLASS "A" BEER LICENSE**

**WHEREAS**, an application has been received for a Class "A" Beer License for Bindi R., Inc., d/b/a Clark Gas Station, located at 903 Broad Street; and

**WHEREAS**, the Alcohol Beverage License Control Committee recommends approval for a Class "A" Beer License.

**NOW, THEREFORE, BE IT RESOLVED** that the Class "A" Beer License for Bindi R., Inc., d/b/a Clark Gas Station, located at 903 Broad Street, Jay Gravitt, Agent, is hereby approved.

Dated this 16th day of December 2013.

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

ATTEST:

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



**ALCOHOL BEVERAGE LICENSE CONTROL COMMITTEE RECOMMENDATION**

**TO:** Beloit City Council  
**FROM:** Alcohol Beverage License Control Committee  
**DATE:** December 10, 2013  
**SUBJECT: Class "A" Beer License for Bindi R., Inc., d/b/a Clark Gas Station**

The Alcohol Beverage License Control Committee recommended approval to the City Council, of the Class "A" Beer License, Jay Gravitt, Agent, 903 Broad Street, by a vote of 6-0.

Rebecca Houseman LeMire  
City Clerk

**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 } Beloit  
 Village of }  
 City of }

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

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

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

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

President/Member Rajesh Kumar B Patel 13243 Glenwoodway W Rockton IL 60772  
Vice President/Member \_\_\_\_\_  
Secretary/Member \_\_\_\_\_  
Treasurer/Member \_\_\_\_\_  
Agent Jay Gravitt 424 Prospect St Beloit, WI  
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 employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No  
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No  
8. (a) Corporate/limited liability company applicants only: Insert state 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.) CONVIENANCE 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 20<sup>th</sup> day of November, 20 13  
Barbara K Morris  
(Clerk/Notary Public)  
My commission expires 4/27/14

R. B. Patel  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)  
\_\_\_\_\_  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)  
\_\_\_\_\_  
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

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

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 4-21-13
<b>TOTAL FEE</b>	\$

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer(s)/members/managers of 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)

424 PROSPECT ST. BELOIT, WI 53511  
(home address of agent) Agent's age \_\_\_\_\_ 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) <b>GRAVITT</b>		(first name) <b>JAY</b>	(middle name) <b>BRADFORD</b>	
Home Address (street/route) <b>424 Prospect Street</b>	Post Office	City <b>Beloit</b>	State <b>WI</b>	Zip Code <b>53511</b>
Home Phone Number <b>608-362-1962</b>	Age	Date of Birth	Place of Birth	

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:

- How long have you continuously resided in Wisconsin prior to this date? **MAY 10, 2007**
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

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

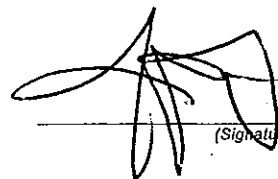
Employer's Name <b>HANSED GRAVITT FURNACE</b>	Employer's Address <b>424 PROSPECT ST, BELoit WI 53511</b>	Employed From <b>3/28/2007</b>	To <b>PRESENT</b>
Employer's Name <b>Trimble INC</b>	Employer's Address <b>601 21<sup>ST</sup> SB MADISON IL 61265</b>	Employed From <b>6/1/1995</b>	To <b>11/2/2006</b>

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 **20<sup>th</sup>** day of **November**, 20**13**

**Barbara K Morris**  
(Clerk/Notary Public)



(Signature of Named Individual)

My commission expires **4/27/2014**



Printed on Recycled Paper

Wisconsin Department of Revenue

**RESOLUTION  
APPROVING THE APPOINTMENT OF ELECTION OFFICIALS  
FOR THE 2014-2015 ELECTION CYCLE**

**WHEREAS**, Wisconsin State Statutes mandate the appointment of Election Officials, including Chief Election Inspectors, Election Inspectors, Special Voting Deputies for Nursing Homes, and Board of Canvass members, on the Municipal level; and

**WHEREAS**, the City Clerk's office develops and maintains said list to provide coverage at all polling places and for all functions related to the election process; and

**WHEREAS**, the election officials on the list have agreed to perform their functions and receive training in accordance with State Statutes; and

**WHEREAS**, the two major Rock County political parties have submitted their lists of nominees for election inspectors, and those individuals are included in this list per State Statutes.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Beloit approves the attached list of Election Officials for the following terms of office:

Chief Election Inspectors and Election Inspectors:	1/1/14-12/31/15
Special Voting Deputies for Nursing Homes:	1/1/14-12/31/15
Municipal Board of Canvassers:	1/1/14-12/31/14 (½ term) and 1/1/15-12/31/16

**BE IT FURTHER RESOLVED** that the official list of Election Officials be maintained by the Office of the City Clerk and be open to public inspection.

Adopted this 16th 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

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**Topic:** Appointment of Election Officials for the 2014-2015 Election Cycle

**Date:** December 16, 2013

**Presenter(s):** Rebecca Houseman LeMire

**Department(s):** City Clerk

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### Overview/Background Information:

In accordance with State Statutes, the Clerk's office has compiled a list of election officials to be appointed for the 2014-2015 election cycle. Statutes require that the City Council appoint election officials between December 1, 2013, and December 31, 2013, for the 2014-2015 election cycle. The Clerk's office requests that the City Council approve this list thereby appointing these election officials, whose positions are briefly described below.

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### Key Issues:

- Chief Inspectors, Inspectors, and Alternates:
  - Chief Inspectors are designated on the attached list in alphabetical order. One Chief Inspector is required for each polling place. We typically appoint two Chiefs at each polling place to work together on Election Day. Chief Inspectors are required to have at least six hours of election training during each appointment cycle to be certified. These individuals act as the liaisons between the election inspectors and the municipal clerk and oversee all Election Day activities at the polling places.
  - Election inspectors and alternates are designated on the attached list in alphabetical order. The number of inspectors per polling place varies with the size of the election and the number of wards at the polling place. Election inspectors are trained prior to elections by the Clerk. Alternates are not designated separately on this list. They are called upon when the regular inspectors are unable to work and/or during large elections.
- Politically-Appointed Election Inspectors:
  - County Republican and Democratic Party chairpersons have submitted lists of nominees for election inspectors. These individuals are currently required to work in the ward in which they live, which is why ward designations are included. Although some of these nominees may or may not have previous election training, they will receive training from the Clerk prior to each election.
- Special Voting Deputies for Nursing Homes:
  - The Special Voting Deputies designated on the list visit specified nursing homes prior to each election to allow those temporarily or permanently living in the facilities to vote by absentee ballot. These individuals are trained by the Clerk.
- Municipal Board of Canvassers:
  - The Municipal Board of Canvassers is made up of the Clerk, the Deputy Clerk, and two other electors. The MBOC meets after each election to process late-arriving absentee ballots and provisional ballots and to certify the results of municipal elections or referenda (spring elections only). The two year term for the Board of Canvassers begins in odd years and ends in even years, which is why there are 1.5 cycles included in the Resolution.

---

### Conformance to Strategic Plan:

Consideration of this request supports *Strategic Goal #1*, which focuses on enhancing the quality of life for current and future generations.

---

### 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** – Election officials ensure a safe, fair, open, and transparent election process.



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**Action required/Recommendation:**

- City Council consideration of the attached Resolution

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**Fiscal Note/Budget Impact:**

Election officials are paid an hourly or daily stipend for working before, during, and/or after Election Day and for any associated training. The Clerk's office has included funding in the 2014 budget to pay election officials for the four scheduled elections and the associated training.

---

**Attachments:**

Resolution and City of Beloit Election Official List



## **CITY OF BELOIT ELECTION OFFICIALS**

### **January 1, 2014 through December 31, 2015**

#### **Chief Election Inspectors:**

Nancy Acy  
Lina Bennett  
Bonnie Campbell  
William Campbell  
Andrew DeVall  
Gregory Ferguson  
Judith Goiffon  
Carolyn Hansen  
Annie Dale Harrell  
Judy Markee  
Arnola Marks  
Paul Merkle, Jr.  
Joyce Ronan  
Joann Rosenow  
Margaret Sors  
Opal Vance  
Denise Warblow

Robert Darling  
Jo Daugherty  
Ruth DeVall  
Terrie DeVall  
Patricia Devins  
Lucille Dolan  
Julie Doran  
Virginia Doran  
Wilma Dotter  
Thera DuBois  
Kimberly Ellenberger  
Jack Emerich  
Marlene Emerich  
Jeanne Engleson  
Deb Fallon  
Lee Fassett  
Lois Ferrera  
Laura Fields  
Marjorie Fizzell  
Cynthia Fornstedt  
Sandra Gearhart  
Pamela George  
Sarah Goiffon  
Alice Goodrich  
Donna Gurholt  
Sandra Hanaman  
Marjorie Harris  
Susan Hess  
Jacqueline Holmeck  
Louise Hooker  
Merlin Kenitzer  
Karen Kerr  
Marjorie Kline  
Nancy Kressin  
Nancy Ladwig

Madge Lamia  
Alice Lamont  
Carolyn Lawrence  
Anna L. Listenbee  
Ludean Lockhart  
Patti Manning  
David Markee  
Linda Marshall  
Patricia Marton  
Marilyn Massa  
Constance Matusiak  
Julie McCauley  
Cheri McConnell  
Kathryn McCutcheon  
Joyce Metter  
Pauline Messenger  
Mary Ann Meyer  
Angela Moore  
David P. Mork  
John Muchmore  
Theresa Mullvain  
Stephanie Murray  
Karen Nelson  
Linda Nelson  
Royden Nelson  
Deanna Parish  
Jo Penewell  
Gwendolyn Pierce  
Marilyn Plude  
Norma Saxon  
James Schauer  
Beverly Schoonover  
Nancy Schroer  
Patricia Shea  
Jane Sholes

#### **Election Inspectors:**

Roselyne Ackley  
Susan Alexander  
M. Joyce Anderson  
Rosie L. Barnett Curry  
Barbara Baysinger  
Lawrence Baysinger  
Glenda J. Beggs  
Mary Blakeman  
Janice Borkenhagen  
Merla Bussan  
Betty Jo Bussie  
Danielle Clifton  
Carolyn Consie  
Rita Costrini-Norgal  
Wayne Crawford

Phillip Sholes  
Gayle Skaugen  
Lucile Smith  
Michael Stluka  
Theresa Stott  
Paul Swanson  
Sharon Swanson  
Odell Thompson  
Jacqueline Ueland  
Winnie Ward  
Lois Denice Ware  
John Watrous  
Edythe Weeden  
Bonnie Wehrle  
Karen R. White  
Charles Wiederholt  
Elizabeth Wiederholt  
Shirley Williams  
Rene Wisdom

**Politically-Appointed**

**Election Inspectors:**

Nora Gard (W23)  
LaRay Gustina (W1)  
Arlene Hensley (W11)  
LaVerna Hilbig (W18)  
Caitlin Nicholas (W2)  
Diana Parker (W21)  
Will Parker (W21)  
Denzil Showers (W24)  
Sandy Thorpe (W23)

**Nursing Home Deputies:**

Gerald Crouch  
Nancy Ladwig

**Board of Canvassers:**

1/1/14 – 12/31/14 (1/2 term)  
1/1/15 – 12/31/16  
Nancy Schroer  
John Watrous

**Date Approved by City  
Council:**

**RESOLUTION APPROVING A SERVICE AGREEMENT BETWEEN  
THE CITY OF БЕЛОIT AND LIFE LINE BILLING SYSTEMS, LLC**

The City Council of the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached service agreement for customized billing, collection and data management services for fire/rescue services between the City of Beloit and Life Line Billing Systems, LLC be, and the same is hereby, approved.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Beloit, Rock County, Wisconsin, hereby authorizes the City Manager to execute the attached service agreement and to do all other things necessary to implement and carry forward the service agreement contained therein.

Adopted this 16th day of December 2013.

**City Council of the City of Beloit**

---

**Charles M. Haynes, President**

**Attest:**

---

**Rebecca Houseman LeMire, City Clerk**

tdh\resolution\=Life Line Billing Service Agr=res=131206 1646 (13-1216)

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

---



**Topic:** Resolution approving a Service Agreement between the City of Beloit and Life Line Billing Systems, LLC

**Date:** December 16, 2013

**Presenter(s):** Fire Chief Brad Liggett

**Department(s):** FIRE

---

**Overview/Background Information:** In 2012 the City of Beloit enacted fees for fire billing. The department implemented these fees through our internal billing process while we developed a Request for Qualifications Bid process. This resolution will grant the City Manager authority to approve this contract for services. The contract is for two years with one automatic renewal.

---

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

1. This program generates revenue for the city using a billing service will provide for a more consistent process for collecting the revenue.
2. The department sent out request for Qualifications and received three bids from different vendors.
  - a. Life Line Billing Systems – Qualified – Met Requirements – Fees 5.9%
  - b. Fire Recovery USA – Qualified – Met Requirements – Fees 20%
  - c. Medical Claims Assistance – Not Qualified – Did Not Meet Bid Requirements
3. In conjunction with the City Attorney’s office we have negotiated an appropriate service contract to provide the service.
4. This service contract will not cost the city any additional funds. The fees are only charged if revenue is collected.

---

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

This resolution is consistent with the city council strategic initiatives.

---

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

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

---

**Action required/Recommendation:** Approve resolution.

---

**Fiscal Note/Budget Impact:** Budget net impact is zero. There is a 5.9% service fee on revenue collected. This is budget neutral because we expect to collect more revenue than we currently are collecting.

# LIFE LINE BILLING SYSTEMS, LLC.

## SERVICE AGREEMENT

This SERVICE AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, ("Effective Date") by and between the City of Beloit, a municipality duly organized and existing under the laws of the state of Wisconsin, whose notice address is 100 State Street, Beloit, WI 53511 ("Service Provider") and Life Line Billing Systems, LLC., d/b/a LifeQuest Services, a limited liability company duly organized and existing under the laws of the state of Delaware, whose notice address is N2930 State Road 22, Wautoma, WI 54982 ("Agency") (Service Provider and Agency are generically referred to herein as "Party" and/or "Parties").

### Article 1

#### Recitals

**1.1 Service Provider Operations.** Service Provider is engaged in the business of responding to motor vehicle incidents and vehicle occupant extrication; hazardous material incidents; pipeline incidents, including water pipelines; specialized rescue, including heavy rescues; and helicopter landing site services and charging fees therefore pursuant to Section 6.19 of the Code of General Ordinances of the City of Beloit and it desires to receive Services from Agency.

**1.2 Agency Operations.** Agency is engaged in the business of providing a customized billing, collection and data management system and desires to provide billing, third party collection and data management services for Service Provider.

**1.3 Consideration.** In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree to the terms of this Agreement.

**1.4 Definitions.** Words with initial capital letters that are not proper names are either defined within the text of this Agreement or specifically as follows:

"Breach" shall mean the failure by one Party to perform any obligation set forth in this Agreement having an effect on the other Party. (A "material" breach of contract is a breach that strikes so deeply at the heart of the contract that it renders the agreement "irreparably broken" and defeats the purpose of making the contract in the first place.)

"Debtor" means the party responsible for payment of the Default Account.

"Default Accounts" means Individual Accounts that are delinquent and considered in default by the Service Provider - the collection of which is by a third party and must be performed in accordance with the United States Fair Debt Collection Practices Act and all other applicable laws and regulations, including without limit, Wis. Stats. 427.01 et. Seq., Wisconsin Consumer Act-Debt Collection.

"Individual Accounts" means the accounts receivable that result from an individual's receipt of emergency fire/rescue services and include accounts not in default and in default.

**1.5 Account Status.** Agency provides billing services for Service Provider on Individual Accounts that are not in default and provides collection services for Service Provider on Default Accounts and other services as provided in this Agreement.

## **Article 2**

### **Services**

Agency shall supply the customized billing, collection and data management services for Individual Accounts to the Service Provider as detailed in this Article (“Services”) and shall devote sufficient Agency resources to provide such services in a commercially reasonable manner.

**2.1. Facility Management.** Agency shall supply reports and do the billing and collection through its employees as further detailed in Exhibits A-1 and A-2 attached hereto and incorporated by reference.

**2.2. Insurance Processing.** Agency shall process insurance claims generated by the appropriate carriers of individuals, who have provided the necessary information for insurance filings.

**2.3. Inquiries.** Agency shall handle and respond to all inquiries concerning the Individual Accounts by individuals, insurance companies and Service Provider. Service Provider shall assist Agency with any inquiries related to the services provided by the Service Provider. Agency shall provide a toll-free telephone number for individual and Service Provider inquiries.

**2.4. Software.** Agency shall implement software upgrades as required by changes in the law and/or national insurance standards.

**2.5. Reports.** Agency shall create and review monthly reports for the internal analysis of factors affecting the collection performance of the Individual Accounts and present the information to the Service Provider upon the detection of any means available to improve the efficiency of collections.

## **Article 3**

### **Obligations of Service Provider**

**3.1. Pre-Screening.** Service Provider shall be responsible for the accuracy of the original data regarding the Individual Accounts delivered to the Agency as further detailed in Exhibit B-1 attached hereto and incorporated by reference.

**3.2. Validity of Accounts.** Service Provider represents and warrants to Agency that all Individual Account debts are valid, legally enforceable debts, and in compliance with any corresponding state or federal law (“Laws and Regulations”). Upon request by the Agency, Service Provider shall provide specific assurance of validity in accordance with the Laws and Regulations.

**3.3. Notification Requirements.** Service Provider must immediately notify Agency in writing of its actual, constructive or reasonably conceived knowledge of any of the following events: (i) any Debtor who has received services as described in Section 1.1 above from the Service Provider where the responsible party files bankruptcy, is represented by an attorney or has submitted a dispute(s) regarding any Individual Account to the Service Provider or where Service Provider is the subject of a complaint or a cease and desist notification by Debtor regarding services provided the Debtor as described in Section 1.1 above during the time in which Agency is providing Services regarding the Individual Account of Debtor (collectively referred to as “Consumer Actions”) and (ii) Service Provider receives any direct or indirect payment on a Individual Account or a returned check on any such payment during the time in which Agency is providing Services to the Service Provider.

**3.4. Service Provider Representations.** Service Provider represents and agrees that: (i) the Individual Accounts are in “Default,” if and when Agency has completed performance its billing services; (ii) if the date of Default is not specifically defined in the contract between the Service Provider and the Consumer, the Service Provider can, and if legally necessary, will provide evidence to show the Individual Account is in Default; (iii) there have been no Consumer Actions pertaining to any Individual Account that was received or known by Service Provider prior to the Individual Account’s placement with Agency; (iv) Service Provider has not placed any Individual Accounts in violation of the state law of the state in which the recipient of the ambulance and rescue service resides; (v) Service Provider will not request Agency to add any fees to any Individual Accounts, unless specifically authorized in the contract between the Service Provider and the recipient of the service or allowed by the state law where the

individual resides; (vi) Service Provider will not authorize the filing of a civil complaint of any Individual Accounts in a jurisdiction where the Individual Account cannot legally be brought; (vii) Service Provider has obtained all the necessary consents to contact the individual at the contact information provided by Service Provider to Agency and (viii) Service Provider shall provide Agency with information which is necessary for Agency to perform its obligations under this Agreement (collectively referred to as "Representations").

**3.5. Ceasing collections.** Service Provider has the right to cease billing/collection of any Individual Account upon Agency's receipt of written Notice from Service Provider.

#### **Article 4**

##### **Term**

**4.1. Initial Term.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty-four (24) months ("Initial Term").

**4.2. Renewal.** Upon the expiration of the Initial Term and unless otherwise Terminated, this Agreement shall be automatically extended and consecutively renewed for a twenty-four (24) month term (generically referred to herein as "Subsequent Term") (the Initial Term and Subsequent Term shall be jointly referred to as "Term").

Comment [mek1]: Inserted a and space

**4.3. Termination.** This Agreement shall terminate as provided in this section ("Termination"). The date of termination is defined within each subsection ("Termination Date").

**4.3.1. Written Notice.** Any Party May terminate this Agreement at the end of a Term by giving written Notice to the other Parties at least thirty (30) days prior to the end of such Term. The Termination Date shall be the last day of such Term.

**4.3.2. Discontinuance of Business.** This Agreement shall terminate in the event the Agency discontinues the operation of its business, files a petition in Bankruptcy or becomes insolvent. The Termination Date shall be the last day of the month in which Agency ceases operations.

**4.3.3. Breach of Contract.** A nonbreaching Party ("Nonbreaching Party") may immediately terminate this Agreement upon written notice of the allegedly breaching Party's ("Breaching Party") Material Breach. The failure to cure any other Breach within thirty (30) days of receipt of Nonbreaching Party's written Notice of the Breach by the Breaching Party will be considered a Material Breach and the Termination Date shall be thirty (30) days from the Breaching Party's receipt of the written Notice of the Breach.

**4.3.4. Failure of Performance.** Except in the event of a Material Breach, the failure by either Party to perform any of their obligations hereunder shall not be deemed a Breach of this Agreement unless the Party gives the Party failing to perform written Notice of such failure to perform.

**4.4. Effect of Termination.** The Parties agree that upon Termination of this Agreement for any reason, Agency shall be entitled to receive any accrued but unpaid Fees through the Termination Date, not otherwise subject to offset, and the rights and obligations of Section 4.5 and Articles 6-8 pertaining to confidentiality shall survive Termination and continue in full force and effect.

**4.5. Additional Services.** Service Provider agrees to pay Agency at a rate of Forty-five and no/100 Dollars (\$45.00) per hour for any Services rendered after the Termination Date with the approval in writing by the Service Provider.

#### **Article 5**

##### **Fees**

**5.1 Fees.** Service Provider shall pay Agency the fees set forth in this Article ("Fees").

**5.1.1. Initial Fee.** Service Provider shall pay a non-refundable, one time setup fee of Zero Dollars (\$0.00) to the Agency upon execution of this Agreement.



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**5.1.2. Phase One.** 5.9% of the Individual Accounts collected in Phase One as further detailed in Exhibit A-1 attached hereto (“Phase One”).

**5.1.3. Phase Two.** 18.0% of the Individual Accounts collected in Phase Two as further detailed in Exhibit A-2 attached hereto (“Phase Two”).

**5.1.4. Phase Three.** 28.0% of the Individual Accounts collected in Phase Three as further detailed in Exhibit A-2 attached hereto and incorporated by reference (“Phase Three”).

**5.2. Payment of Fees.** Service Provider and Agency agree to manage the payment of Fees in accordance with the provisions of this section.

**5.2.1. Payments.** Agency shall provide monthly payments from the Checking Account to the Service Provider. In no case shall Agency fail to pay over sums due to the Service Provider latter than 30 days after Agencies receipt of such sums.

**5.2.2. Payment Procedure.** Service Provider authorizes electronic transfer of Agency fees when electronic transfer of Service Provider payment is made from the Checking account at the time of the month end reporting provided by Agency (“Due Date”). Any Fees not paid by the Due Date shall be subject to a late charge of twelve percent (12%) per annum or the highest rate allowed by applicable law. Service Provider acknowledges that its failure to authorize Fees to the Agency upon receipt of month end reports constitutes a breach of this Agreement. Service Provider grants Agency a lien on the Checking Account until the Fee is received by Agency. In addition, Service Provider shall be responsible for all costs of collection, including reasonable attorney’s fees incurred in enforcing this Section (“Payment Terms”).

**5.2.3. Electronic Funds Transfer.** When a check is used by Service Provider for Agency’s payment, the Service Provider authorizes Agency to either use information from any check received by Agency to make a one-time EFT from the applicable account or to process the payment as a check transaction. When Agency uses an EFT, funds may be withdrawn from the applicable account as soon as the same day Agency receives payment and Service Provider will not receive a cancelled check back from its financial institution.

## Article 6

### Confidential Information

The Service Provider hereby acknowledges that it shall have access to Agency’s Confidential Information. Service Provider acknowledges that Agency’s obligations under this Agreement are expressly contingent on Service Provider’s compliance with this article. Service Provider expressly recognizes that: (i) the efficacy and profitability of Agency’s business is dependent in part upon Service Provider’s protection of Agency’s Confidential Information; (ii) Service Provider may already possess Confidential Information which Agency desires to protect and (iii) in receiving Services, Service Provider may be provided access to and/or gain knowledge of Agency’s Confidential Information as defined below.

**6.1. Nondisclosure.** To ensure the continued confidentiality of the Confidential Information, Service Provider shall not, during the Term of this Agreement or for a period of twenty-four (24) months after Termination of this Agreement, disclose to or use, for any other person or entity, directly or indirectly, any of Agency’s Confidential Information, except as such disclosure or use is expressly authorized by Agency in writing, as permitted or required by law or is reasonably required in connection with performance of this Agreement. Agency understands that the Service Provider is subject to the requirements of the Wisconsin Open Records law.

**6.2. Property.** All Confidential Information and all Agency’s files, reports, materials, records, documents, notes, memoranda and other items and any originals or copies thereof, which Service Provider either is provided, prepares, uses or simply acquires during the Term of this Agreement (“Property”) are, and shall remain, the sole and exclusive property of the Agency and shall not be removed from Agency’s and Service Provider’s premises or disclosed to any other party without the prior written consent of Agency, except as required by law, including the Wisconsin Open Records Law.

**6.3. Confidential Information.** As used herein, the term “Confidential Information” means any and all information relating directly or indirectly to Agency that is not generally ascertainable from public or published information or trade sources including, without limitation, all information concerning copyrighted materials, patented materials, contracts, forms, research, product information, services and pricing of services, individual data and any information protected by any state or federal privacy laws or regulations, which is or was disclosed to Service Provider, or known by Service Provider as a consequence of or through Service Provider’s relationship with Agency.

**6.4. Remedies.** In the event of a breach of any covenant in this article, it is understood and agreed that Agency shall be entitled to injunctive relief, as well as all applicable remedies at law or in equity, available to Agency against the Service Provider and any such breach shall be a Material Breach.

**6.5. Return of Confidential Information.** Service Provider agrees, immediately upon the Termination of this Agreement, to make a diligent search for any and all Property and return to Agency or destroy the information as directed prior to, or upon, the Termination of this Agreement, subject to any public record retention requirements of the Wisconsin Open Records law.

**6.6. Applicable Law.** The Parties shall comply with all applicable laws, including, without limitation, HIPAA and the additional requirements for any Healthcare Accounts as further detailed in Exhibit B-2 and Exhibit B-3 attached hereto and incorporated by reference.

**6.7. Indemnification Regarding Open Records.** Agency understands that the Service Provider must comply with public records laws, and the Agency may from time to time be the custodian of Service Provider’s records subject to disclosure. Agency agrees to provide Service Provider with any public records it requests that do not fall under the protection of the HIPAA within seven (7) days after the Service Provider requests the same in writing.

#### **Article 7**

##### **Indemnification**

**7.1 Agency Indemnification.** Service Provider shall indemnify and hold the Agency and assigns harmless from and against any actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation and attorney’s fees incurred or suffered as a result of the Service Provider’s breach of any provision of this Agreement whether by negligent or intentional means causing an incident where recovery is sought including, but not limited to, actions arising out of the failure of the Service Provider to fully, completely, accurately and adequately report, for purposes of the Agency’s collection attempt of an Individual Account. It is understood and agreed that this acknowledgment is given as a full release of liability to the Agency.

**7.2 Service Provider Indemnification.** Agency shall indemnify and hold the Service Provider and assigns harmless from and against any actions, causes of actions, claims, demands, damages, costs, loss of services, expenses, compensation and attorney’s fees incurred or suffered as a result of the Agency’s breach of any provision of this Agreement whether by negligent or intentional means. It is understood and agreed that this acknowledgment is given as a full release of liability to the Service Provider.

#### **Article 8**

##### **Miscellaneous Provisions**

**8.1. Assignment.** Either Party may freely assign this Agreement upon the non-assigning Party’s failure to provide the written rejection within thirty (30) days of its receipt of written Notice of assignment from the assigning Party.

**8.2. Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the Parties agree that the maximum period or scope legally permissible under such circumstances will be substituted for the period or scope stated herein.

**8.3. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving any effect to any choice or conflict

provision of law that would cause the application of the laws of any jurisdiction other than the State of Wisconsin. The venue of any dispute arising out of this Agreement shall be Rock County Circuit Court, unless applicable state or federal law dictates otherwise.

**8.4. Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if given: (i) in writing and personally delivered; (ii) sent by certified mail, postage prepaid, to the address set forth in the introductory paragraph or other notice address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered on the day of personal or courier delivery; (iii) via electronic mail to an electronic mail address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's confirmation of receiving Party's receipt of electronic notice or (iv) via electronic facsimile transmission to the name, address and facsimile number of the receiving Party as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's receipt of confirmation ("Notice"). Notices to the Service Provider shall be in duplicate with one to the attention of the Fire Chief and the other to the attention of the City Attorney.

**8.5. Waiver.** The waiver of one Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach.

**8.6. Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective heirs, representatives, successors and assigns.

**8.7. Entire Agreement.** This Agreement and any Exhibits or Addendums attached hereto shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the Parties hereto with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the Parties hereto. No modifications shall be binding unless stated in writing and signed by all Parties hereto.

**8.8. Counterparts.** This Agreement may be signed in one or more counterparts but all of which taken together shall constitute one instrument.

**8.9. Attorney Fees.** In any proceeding to enforce the terms of this Agreement, each Party shall be responsible for their own attorney's fees, unless otherwise stated in this Agreement, or if an action brought forth is deemed frivolous by a court of law, in which case the Party bringing the frivolous action shall be responsible for any attorney's fees incurred.

**8.10. Construction.** The Parties and their respective counsel have had the opportunity to review and revise this Agreement. The Parties acknowledge that the Agency is the drafting Party of this Agreement.

**8.11. Incorporation of Recitals and Introductory Statements.** The Parties hereto acknowledge that the recitals and all introductory statements are true and correct and incorporated by reference.

**8.12. Electronic Signatures.** Facsimile and electronic signatures in PDF form shall be considered original signatures for the purpose of enforcing this Agreement.

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

**8.14. NONDISCRIMINATION.** The undersigned will not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. In the event any portion of this Agreement is subcontracted by the undersigned, said subcontract shall include a provision prohibiting the subcontractor

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from discriminating against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of said ordinance.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement as of the Effective Date.

**Agency:**

Life Line Billing Systems, LLC., d/b/a LifeQuest  
Services  
a Delaware limited liability company

**Service Provider:**

City of Beloit ,  
a Wisconsin municipality

\_\_\_\_\_  
By: Michael J. Finn  
Its: CEO

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

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

**EXHIBIT A-1**  
**BILLING PROCEDURE PHASE ONE**

**All billing services on Individual Accounts will be in the name of Service Provider.**

**Initial Billing**

- Individual receives initial billing for services that were provided. In addition, Individual's primary insurance company is billed.
- On the back of the initial bill there is information provided to Individuals which explains the billing process and reimbursement opportunities.
- The Individual will typically be billed within seven days of receipt of all the necessary billing documentation and information.
- For the convenience of the Individual billed there is an invoice and a return envelope for sending the payment with all billings.

**Second Billing**

- The Individual will receive a second bill normally within thirty (30) days after the first bill was sent. Agency utilizes a scheduling procedure that places bills into specific cycles, which will ensure the submission of regularly scheduled billings. Once the Individual's primary insurance has paid, any secondary insurance will be submitted for consideration for any unpaid balances.

**Third Billing**

- Normally at this point insurance companies will have paid the maximum amounts eligible for the Individual.
- This invoice is sent normally within sixty (60) days after the initial billing has been forwarded. A note is also applied to this bill which reminds them of their responsibilities for payment.

**Fourth Billing**

- This bill is sent normally within ninety (90) days after the initial billing. The largest percentage of claims have been paid at this point; however, the Individual receives a stronger note than the previous month's billing that re-emphasizes the importance of paying their bill in a timely manner.

**Note:** Any resubmissions that would be necessary due to lack of information or incorrect information would be resubmitted upon receiving the proper information at any stage of billing.

Service Provider hereby declares that all unpaid balances due and owing on Individual Accounts at the completion of the Fourth Billing are in default and classified as Default Accounts, unless otherwise directed by Service Provider.

At the end of the Fourth Billing all unpaid and outstanding balances due will be moved from Service Provider's billing aged receivable reports and will then be reflected in the collections reporting system.

**Collected Individual Fees**

**Checking Account.** Agency shall make regular deposits of all payments received into a checking account established for the Service Provider by the Agency for the depositing of Fees collected on behalf of the Service Provider and to provide regularly scheduled payments to Service Provider and Fees to the Agency. The Agency will also manage and oversee all business activities related to the checking account and the posting of payments to proper Individual Accounts. Agency shall have the authority to manage the Checking Account, including without limitation stopping payments on refund checks or revenue checks that have not been cashed within a reasonable period of time. Service Provider further agrees to execute any such documents at each banking institution necessary to authorize the rights granted to Agency herein.

**EXHIBIT A-2**

**COLLECTION OF DEFAULT ACCOUNTS PROCEDURE**

The Agency will provide all collection of Default Account services regarding Debtor Accounts in the name of the Agency, a third party debt collection agency licensed in the state of Wisconsin.

**PHASE TWO**

In accordance with the Fair Debt Collection Practices Act, the Debtors will receive a validation of debt notice on their delinquent account. After the 30 day validation period multiple attempts are made by telephone and written correspondence to contact the debtor and collect payment. If the debtor cannot pay in full the Agency tries to establish a payment plan. The agency sets up the maximum payment the patient can afford within the guidelines set forth by the Service Provider.

If the Agency is unable to locate the debtor the Agency will periodically perform skip tracing in order to locate the debtor and get payment. The Agency will also resolve any insurance issues that may still exist for the Debtor.

If the debt has not been collected within 2 years of the initial billing the account is moved to Phase Three.

**PHASE THREE**

Accounts are moved into Phase Three based on an agreed schedule timeline established by Service Provider. The Agency will report the delinquent balance to the Consumer Reporting agency if the Service Provider requests us to do so.

If requested by the Service Provider, Agency will assemble information needed by the Service Provider to start legal proceedings against any Debtor whose account is still delinquent. Attorney's fees or up front Court costs for bringing legal actions against delinquent Debtors will be provided by Service Provider. The determination whether to bring suit against the Debtor is solely up to the Service Provider, and no such suit shall be brought without the express written consent of Service Provider. Any other accounts in Phase Three will be forthwith returned to the Service Provider for such further collection efforts as the Service Provider deems appropriate upon request. Such efforts may include utilization of the Wisconsin tax intercept process. The Agency will not be entitled to any fees on accounts collected by the Service Provider after such accounts have been returned to the Service Provider by the Agency.

**COLLECTED INDIVIDUAL FEES**

See: **Checking Account**. In Exhibit A-1

**EXHIBIT B-1**  
**DOCUMENTATION PROCEDURES**

1. All Individual Accounts submitted to Agency should have the name, address and phone number of the Individual.
2. Each Individual Account should have:
  - A. All documents written legibly.
  - B. Record each fire/rescue location.
  - C. Record all appropriate dispatch information. (Nature of Call)
  - D. Complete a detailed narrative indicating the necessity for the service.
  - E. Record all fire/rescue vehicles involved.
  - F. Record the responsible party for all individuals.
  - G. Record all times accurately.
  - H. Record crew names, levels and any specialty areas of expertise which are relevant to the individual.
  - I. Have a review of the form for accuracy and completeness.
  - J. Service Provider shall keep copies of all information provided to the Agency.
  - K. Record zip code at point of scene.
  - L. Note any other fire/rescue assistance provided by others on the scene, i.e. police, ambulance attendants, etc.

**EXHIBIT B-2**  
**Healthcare Account Provisions**

These provisions provide additional terms not included in the Agreement that apply to any Healthcare Accounts placed by Service Provider.

1. **Healthcare Account Laws.** Health Insurance Portability and Accountability Act (HIPAA) and the Electronic Transaction, Security and Privacy Standards (“Standards”) promulgated by the Department of Health and Human Services and set forth in 45 C.F.R. Parts 142, 160, 162 and 164; as well as HIPAA governing privacy of certain information (“HIPAA Privacy Rule”) or the security of certain information (“HIPAA Security Rule”) (collectively the “HIPAA Rules”) (HIPAA, Standards and HIPAA Rules collectively the “Healthcare Account Laws”).
2. **Healthcare assurances.** Agency, for the purpose of the Healthcare Accounts: (i) is a “Business Associate” under HIPAA and (ii) will perform the Services within the limits of the Healthcare Account Laws.
3. **“Services”** for Healthcare Accounts also specifically include: (i) the determination of eligibility or coverage, including coordination of benefits or the determination of cost sharing amounts, and subrogation of health benefit claims; (ii) obtaining payment under a contract for reinsurance and related health care data processing; and (iii) review of health care services with respect to coverage under a health plan or justification of charges.
4. **Return of accounts.** Service Provider must accept, without penalty to Agency, any Healthcare Account that Agency believes or has reason to believe is subject to restrictions on the use or disclosure of Protected Health Information (PHI), as defined in 45 C.F.R. § 160.103.
5. **Notification requirements.** Service Provider must immediately notify Agency in writing of its actual or reasonably conceived knowledge of any restrictions placed on the use of Agency, along with sufficient detail to allow Agency to honor such restrictions.
6. **Service Provider representations.** Service Provider “Representations” also include (i) Service Provider has and shall obtain all necessary consents under 45 C.F.R. § 164.506 (c) for all Healthcare Accounts, sufficient to permit the disclosure of PHI to Agency and to permit Agency to perform services incidental to this Agreement; (ii) that the uses and disclosures of the PHI of Healthcare Accounts are consistent and in accordance with the Service Provider’s privacy policies and procedures adopted pursuant to the Standards, HIPAA and any other Applicable Laws and (iii) all uses and disclosures of the Healthcare Account information specified in this Agreement are made and authorized as part of treatment, payment and healthcare operations relating to Service Provider.
7. **Special confidentiality considerations for Healthcare Accounts.** The confidentiality considerations contained in this section apply to Healthcare Accounts only.
  - a. Agency is not prohibited by confidentiality from sending the individual or the responsible party a copy of the bill issued by Service Provider or using a copy of the bill issued by Service Provider as evidence in a court proceeding.
  - b. To the extent the Services provided to Service Provider by Agency may cause Agency to be defined as a “Business Associate” of Service Provider under the HIPAA Rules, and the Service Provider in its capacity as a “Covered Entity” as defined in the HIPAA Privacy Rule is required to comply with the HIPAA Privacy Rule or the HIPAA Security Rule, Agency shall:
    - i. not use or further disclose PHI, other than as permitted or required by this Agreement or as required by law, further provided that in any case, such use or disclosure would not constitute a violation of the HIPAA Privacy Rule if done by Service Provider;
    - ii. other than as provided for in this Agreement, use appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI, and to reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that Agency creates, maintains or transmits on behalf of Agency, and provide Service Provider with any requested information regarding such safeguards;



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- iii. be obligated to provide information, to make corrections or amendments to information, to respond to the written instruction or request of Service Provider; and deliver information and documentation to Service Provider as directed, in writing, by Service Provider;
  - iv. promptly report to Service Provider any use or disclosure of PHI by Agency, its officers, directors, employees, agents and subcontractors and, to the extent known by Agency, report to Service Provider any use or disclosure by such persons not authorized by this Agreement and the remedial action taken by Agency with respect to such use or disclosure and provide such information to Service Provider upon written request of Service Provider, which request shall be made only in connection with an accounting request made to Service Provider under the then applicable HIPAA Standards;
  - v. information regarding any unauthorized use or disclosure of PHI shall be maintained by Agency for a period of not less than six (6) years from the date of such unauthorized use or disclosures;
  - vi. report to Service Provider any PHI not provided to Agency by Service Provider that Agency becomes aware;
  - vii. ensure that any agents of Agency, including a subcontractor, to whom Agency provides PHI that is received from, or created or received by Agency on behalf of Service Provider, agrees to the same restrictions and conditions set forth in this section that apply to Agency with respect to such PHI;
  - viii. to the extent applicable to Agency, promptly make available PHI in the Designated Record Set (as defined in 45 C.F.R. § 164.501) in accordance with 45 C.F.R. § 164.524;
  - ix. to the extent applicable to Agency, promptly make available PHI in the Designated Record Set for amendment and incorporate any amendments to PHI as requested by Service Provider in accordance with 45 C.F.R. § 164.526;
  - x. to the extent applicable to Agency, promptly make available information required for Service Provider to provide an accounting of disclosure in accordance with 45 C.F.R. § 164.528;
  - xi. use and disclose the information for the proper management and administration of Agency and to carry out the legal responsibilities of FAC, including, but not limited to its duties under the FDCPA and as otherwise provided in this Agreement;
  - xii. mitigate, to the extent practicable, any harmful effect that is known to Agency, of a use or disclosure of PHI by the Agency in violation of this Agreement;
  - xiii. shall provide Service Provider with copies of any subcontractor or agent contracts upon written request throughout the Term;
  - xiv. make PHI available to Service Provider and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request;
  - xv. make Agency's internal practices, books, and records related to the use and disclosure of PHI received from, or created or received by Agency on behalf of Service Provider available to the Secretary of Health and Human Services for purposes of determining Service Provider's compliance with the Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 142, 160, 162 and 164; and
  - xvi. within thirty (30) calendar days of termination of this Agreement, if feasible, return all PHI received from, or created or received by FAC, its agents and subcontractors on behalf of Service Provider that is maintained in any form, or, if such return is not feasible, extend the protections of this section to the PHI retained by Service Provider and limit further uses and disclosure of PHI to those purposes that make the return or destruction of the PHI infeasible.
8. **Reimbursement.** Service Provider shall reimburse Agency for reasonable costs and expenses that it incurs to search, restore, compile, photocopy or otherwise reproduce and deliver information, data or documents pertaining to Services provided under this Agreement whether requested by Service Provider, its agents and representatives, the individual for whom healthcare services were provided, the responsible party on the Healthcare Account, the Department of Health and Human Services or any other person or entity entitled to such information by operation of law or contract.

### EXHIBIT B-3

#### Supplemental Business Associate Provisions

These provisions provide additional terms not included in the Agreement that apply to any Healthcare Accounts placed by Service Provider.

1. **Purpose.** The Parties hereby intend to provide additional protections for the privacy and the security of Protected Health Information (PHI) disclosed to Agency for Healthcare Accounts only, in compliance with the Healthcare Accounts Laws, specifically the Health Insurance Portability and Accountability Act (HIPAA), and to satisfy certain standards and requirements of HIPAA, including, but not limited to Title 45, Section 164-504(c) of the Code of Federal Regulations (“CFR”), as the same may be amended from time to time. If this Exhibit in any way conflicts with other provisions of the Agreement relating to Healthcare Accounts, then the stricter of the conflicting provisions shall apply.
2. **Catch-all definition.** The following terms if used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
3. **Additional definitions.** Within this Exhibit, the following meanings have been added or added to: (i) “Business Associate” means and is interchangeable with Agency; (ii) “Covered Entity” means and is interchangeable with Service Provider and (iii) PHI includes any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental condition of a individual, the provision of health care to a individual, or the past, present or future payment for the provision of health care to a individual; (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA Laws, including, but not limited to 45 CFR Section 164.501; and (c) is limited to the information provided and/or made available by Covered Entity to Business Associate (see 45 CFR § 160.103; 45 CFR § 501).
4. **Additional Business Associate obligations.**
  - a. **Permitted Uses and Disclosures.** Business Associate may use and/or disclose PHI in the performance of its obligations under the Agreement, as permitted by the Healthcare Account Laws and in compliance with the terms of this Agreement (see 45 CFR § 164.504(e)(2)(i)).
  - b. **Use and Disclosure for Management, Administration and Legal.** Business Associate is permitted to use and/or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
  - c. **Data Aggregation Services.** Business Associate is permitted to use and disclose PHI to provide “Data Aggregation Services,” as defined by 45 C.F.R. 164.501, relating to the health care operations of Covered Entity. The Parties agree that any PHI provided to Business Associate hereunder which is later de-identified and therefore no longer identifies a individual, will no longer be subject to the provisions set forth in this Agreement.
  - d. **Nondisclosure.** Business Associate will not use or further disclose Covered Entity’s PHI other than as permitted or required by this Agreement or as required by law (see 45 CFR §164.504(e)(2)(ii)(A)).
  - e. **Express allowances.** Business Associate is expressly authorized to use the PHI for: (1) the preparation of invoices to individuals, carriers, insurers and others responsible for payment or reimbursement of the services provided to the individuals; (2) the preparation of reminder notices and documents pertaining to collections of overdue Healthcare Accounts and (3) the submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided to the individuals or to appeal denials of payment for same.

- f. **Safeguards.** Business Associate shall use appropriate safeguards to prevent use or disclosure of Covered Entity's PHI other than as provided for by this Agreement (see 45 CFR § 164.504(e)(2)(ii)(A)).
5. **Reporting of disclosures.** Business Associate shall immediately report to Covered Entity any use or disclosure of Covered Entity's PHI not allowed by this Agreement or the Agreement that Business Associate becomes aware of (see 45 CFR § 164.504(e)(2)(ii)(C)).
6. **Business Associate's agents.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from, created or received by Business Associate on behalf of Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI (see 45 CFR § 164.504(e)(2)(D)).
7. **Availability of information to Covered Entity.** To the extent applicable, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA including, but not limited to, 45 CFR Sections 164.524 and 164.528 (see 45 CFR § 164.504(e)(2)(E) and (G)).
8. **Amendment of PHI.** To the extent Business Associate maintains PHI in a Designated Record Set, as defined by 45 C.F.R 164-501, Business Associate shall make Covered Entity's PHI available to Covered Entity as Covered Entity may require to fulfill Covered Entity's obligations to amend PHI pursuant to HIPAA, including, but not limited to, 45 CFR Section 164.526 and Business Associate shall, as directed by Covered Entity, incorporate any amendments to Covered Entity's PHI into copies of such PHI maintained by Business Associate (see 45 CFR § 164.504(e)(2)(F)).
9. **Internal Practices.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) available to the Secretary of the U.S. Department of Health and Human Services (HHS) for purposes of determining Business Associate's compliance with HIPAA and the HIPAA Regulations (see 45 CFR § 164.504(e)(2)(H)).
10. **Notification of Breach.** Business Associate shall notify Covered Entity as soon as commercially reasonable of any unauthorized use or disclosure of PHI or Security Incident, as defined by 45 C.F.R. 164.304 of which Business Associate becomes aware, but in no event shall Business Associate delay more than forty-eight (48) hours after discovery of a breach before notifying Covered Entity. Business Associate shall take prompt corrective action to cure any such deficiencies. In the event of a disclosure of PHI that requires notification, Covered Entity shall develop and take the lead in complying with HIPAA notification provisions, and Business Associate shall cooperate as reasonably required.
11. **Termination.** If either Business Associate or Covered Entity knows of a pattern of activity or practice of the other that constitutes a material breach or violation of the party's obligations under the provisions of this Exhibit, then Business Associate or Covered Entity shall send written notice to the other describing the other Party's failure in detail and affording that Party a thirty (30) day period in which to cure such failure. If the Party's efforts to cure such breach or end such violation are unsuccessful, the other party shall either: (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, the Party discovering the breach shall report the other's breach or violation to the Secretary of HHS (see 45 CFR § 164.504(e)(1)(ii)). Upon termination of this Agreement for any reason the Business Associate shall return or destroy all PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible (see 45 CFR § 164.504(e)(2)(I)). Business Associate (Agency) shall also insure that any Business Associate of the Business Associate herein (Agency) complies with the terms of this section of the Agreement.

12. **Amendment to Comply with Law.** The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The references to the specific Healthcare Account Laws referenced parenthetically at the end of certain provisions in this Agreement are used to show the legal reference upon which the provision is based upon, but shall have no legal effect that requires the referenced law to be fully incorporated herein. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of an amendment to this Agreement embodying written assurances to the extent necessary to allow Covered Entity to comply with amendments to the standards and requirements of the Healthcare Account Laws.
13. **Assistance in Litigation or Administrative Proceedings.** Each Party shall make itself and any subcontractors (to the extent possible), employees or agents assisting Business Associate in the performance of its obligations under this Agreement available to the other Party at no cost to the other Party to testify as witnesses, or as otherwise needed in the event of litigation or administrative proceedings being commenced against the other Party, its directors, officers or employees based upon claimed violation of HIPAA or other Healthcare Account Laws relating to security and privacy, except where the Party or its subcontractor, employee or agent is a named adverse to the other Party.
14. **No Third Party Beneficiaries.** Nothing expressed or implied in this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**RESOLUTION APPROVING SITE ACCESS AGREEMENT  
WITH CITY OF SOUTH BELOIT**

WHEREAS, the City of Beloit, Wisconsin, previously acquired the property known as the Granary at 232 Shirland Avenue; and

WHEREAS, said parcel includes a small tract of land located in the City of South Beloit, Illinois; and

WHEREAS, the City of South Beloit has indicated an interest in acquiring the land from the City of Beloit and has some long-range plans to include the parcel in its parkland development in the area; and

WHEREAS, the City of Beloit is not interested in maintaining long-term ownership of land outside of its jurisdiction; and

WHEREAS, the City of South Beloit is desirous of doing a Phase II environmental study of the parcel and needs legal site access to do so; and

WHEREAS, the City of South Beloit has proposed that the City of Beloit enter the attached site access agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, hereby approves said site access agreement and authorizes the City Manager of the City of Beloit to execute the same and to do all other things necessary and appropriate to implement the purposes thereof.

Adopted this 16<sup>th</sup> day of December 2013.

**City Council of the City of Beloit**

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**Charles M. Haynes, President**

**Attest:**

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**Rebecca Houseman LeMire, City Clerk**

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Resolution Approving Site Access Agreement with City of South Beloit

**Date:** December 16, 2013

**Presenter(s):** Thomas R. Casper

**Department(s):** City Attorney

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**Overview/Background Information:**

The City of South Beloit, Illinois, acquired the property commonly known as The Granary at 232 Shirland Avenue. Although the majority of the parcel was located within the City of Beloit, Wisconsin, there is a small portion across the stateline located in South Beloit, Illinois. South Beloit has indicated an interest in acquiring the Illinois portion of the property from the City of Beloit consistent with its long-range park development plans in the area. The City of Beloit would prefer not to own land outside of its jurisdiction and in another state. The City of South Beloit wishes to have a Phase II environmental study conducted on the Illinois portion of the property prior to transfer of the land by the City of Beloit and has asked that the City of Beloit execute the attached property access agreement to formally allow them on the site for purposes of conducting the study.

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

- The agreement allows South Beloit and its agents access to the site to conduct the Phase II study.
- The agreement provides for site restoration and indemnity.

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

Consideration of this request conforms to strategic goal #1.

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

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

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

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**Action required/Recommendation:**

City Council consideration and approval of the proposed resolution.

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**Fiscal Note/Budget Impact:**

N/A

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**Attachments:**

Resolution and Property Access Agreement.

## PROPERTY ACCESS AGREEMENT

This PROPERTY ACCESS AGREEMENT is entered into this \_\_\_ day of December, 2013, by and between the City of Beloit, Wisconsin and the City of South Beloit, Illinois. The City of Beloit and the City of South Beloit are at times collectively referred to herein as the "Parties".

IN CONSIDERATION of the mutual promises and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the Parties hereto agree as follows:

1. The City of Beloit, Wisconsin, acknowledges it is the owner of the real property ("Property") commonly known as Shirland Avenue, South Beloit, Illinois, with PIN 04-05-152-001 and legally described as follows:

Part of the NW ¼ of Section 5, T.46N., R.2E of the 3<sup>rd</sup> PM, bounded and described as follows, to-wit: Commencing at the NW corner of said Section 5; thence S. 88°00' E., along the North line of said Section 5, being the line between the States of Illinois and Wisconsin, 182.00 feet to the centerline of the Chicago & Northwestern Railroad; thence continuing S. 88°00'00" E., along said state Line, 36.00 feet to the place of beginning for the land to be herein described; thence continuing S. 88°00'00" E., along said State line 64.00 feet; thence S. 00°43'15" W., 106.72 feet to a point of curve; thence Southerly on a curve convexed Westerly, 50.96 feet, having a radius of 2416.11 feet, the Chord being S. 00°07'00" W., 50.96 feet to a point 25.00 feet at right angles from the centerline of the Chicago, Milwaukee, St. Paul and Pacific Railroads; thence S. 33°54'30" W., parallel with said railroad, 117.92 feet; thence N. 00°43'15" E., 257.80 feet to the place of beginning; situated in the County of Winnebago and State of Illinois.

2. The City of Beloit does hereby authorize and grant to the City of South Beloit, its consultants, agents, assigns, representatives and contractors a license and full right of entry upon the Property to undertake, at the City of South Beloit's expense, any and all inspection, studies, investigations, and other evaluations of and concerning the Property and its intended use as the City of South Beloit, in its sole and absolute discretion, deems appropriate.
3. The City of South Beloit agrees it shall cause any physical damage to the Property occasioned as a result of any soil borings or any physical test or examination to be repaired to a substantially similar condition as existed prior to such borings, test or examination promptly upon completion of any such test or examination.
4. In connection with tests or inspections of the Property by the City of South Beloit, or its consultants, agents, assigns, representatives and contractors, the City of South Beloit agrees it shall indemnify, defend and hold harmless the City of Beloit from and against any lien, claim, suit, loss, cost, expense (including reasonable attorneys' fees), personal injury, damage or action arising from any activities related to the City of

South Beloit's inspection, study, investigation, and other evaluations of and concerning the Property.

5. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the main effect as if the signatures thereto and hereto were upon the same instrument.
6. This document represents the entirety of the agreement between the Parties and shall be binding upon them and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.
7. Except as otherwise provided for herein, this Agreement may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the Parties hereto.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE VOLUNTARILY SET THEIR HANDS AND SEALS ON THIS AGREEMENT, AND BY DOING SO HAVE ACKNOWLEDGED THAT THEY HAVE READ THE FOREGOING INSTRUMENT IN ITS ENTIRETY AND ACKNOWLEDGE THAT THE SAME IS A LEGALLY BINDING AGREEMENT, AND THAT THEY HAVE CONSCIOUSLY EXECUTED THE SAME AS THEIR OWN FREE AND VOLUNTARY ACT AND DO HEREBY SUBMIT TO AND ACKNOWLEDGE THE TERMS AND CONDITIONS HEREIN.**

THE CITY OF БЕЛОIT, WISCONSIN

THE CITY OF SOUTH БЕЛОIT, ILLINOIS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: City Manager

ITS: Mayor

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

City Clerk



**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

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**Topic:** Chapter 7 Property Maintenance Code Amendment

**Date:** December 2, 2013

**Presenter:** Julie Christensen

**Department:** Community Development

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**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

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**Attachments:** Proposed Ordinance

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

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

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

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

**Section 2.** Section 13.02 of the Code of General Ordinances of the City of Beloit, as it relates to Parking on the Near Side of Highways adjacent to Schoolhouses is hereby amended by deleting from (3) (b) of Part J of Section III of the Index of Special Locations, the following:

**GASTON SCHOOL**

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

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

**and adding therein:**

**GASTON SCHOOL**

FOREST AVENUE                                  South side between the west curb of McKinley Avenue and the east curb of Cleveland Street.

WEST GRAND AVENUE                          North side between the west curb of McKinley Avenue and a point 470 feet west of that curb.

CLEVELAND STREET

East side between the south curb of Forest Avenue and a point 153 feet south of that curb.”

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

Adopted this 16th day of December 2013.

BELOIT CITY COUNCIL

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

ATTEST:

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

PUBLISHED:

EFFECTIVE DATE:

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

tdh/ordinances/13.02 (Schoolhouse parking amendments for Gaston School) = ORD 131206 (13-1179)

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL



**Topic:** Ordinance to amend Part J of Section III of the Index of Special Locations, relating to parking of vehicles on the near side of highways adjacent to schoolhouses.

**Date:** December 16, 2013

**Presenter(s):** Greg Boysen

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

---

**Overview/Background Information:**

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

---

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

1. The Traffic Review Committee reviewed this request during the November 25, 2013 meeting. The Committee voted (6-0) in favor of making the necessary changes to parking near Gaston School.
2. The School District is in the process of completing a \$70 million renovation to a number of the existing school buildings.
3. The expansion of the Gaston site, along with the addition of a parking lot and pick-up/drop-off lane requires changes to parking along West Grand Avenue, Cleveland Street, and Forest Avenue.
4. The existing bus lane will remain on McKinley Avenue, a new parking lot and vehicle pick-up/drop-off lane will be added along West Grand Avenue.
5. The site for Gaston has expanded to include most of the block bounded by Cleveland Street, Forest Avenue, McKinley Avenue, and West Grand Avenue. On-street parking will be eliminated adjacent to the school on the near side of the roadways (except for the bus lane).

---

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

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

---

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

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

---

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

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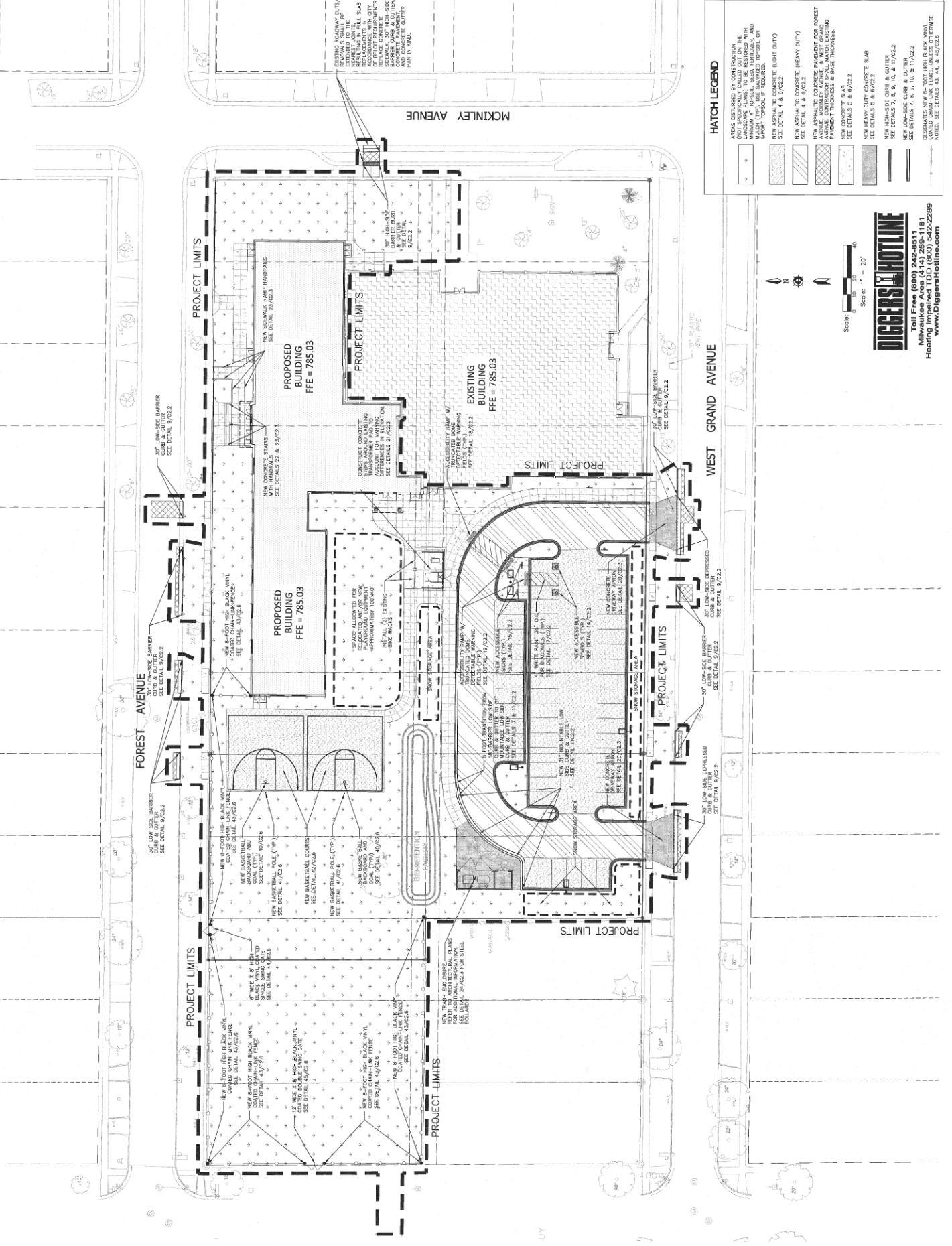
**Action required/Recommendation:**

The Engineering Division recommends making the necessary changes to section 13-02 of the Code of General Ordinances to accommodate the removal of on-street parking adjacent to the Gaston school site.

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**Fiscal Note/Budget Impact:**

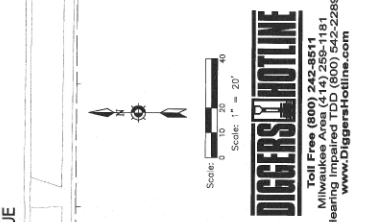
Construction costs were included in the referendum plans. New sign installations (if required) will be completed by the City of Beloit.



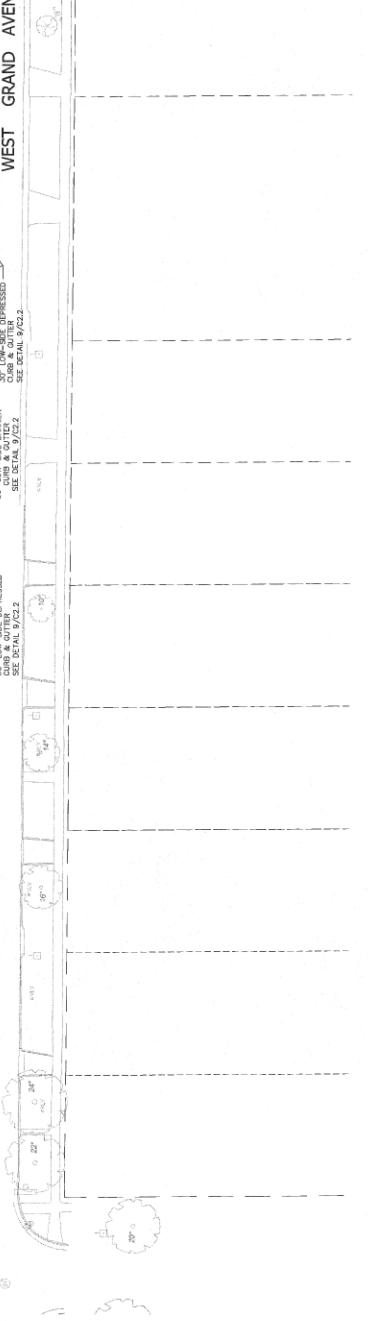
**HATCH LEGEND**

AREAS OUTLINED BY CONSTRUCTION (NOT SPECIFICALLY CALLED OUT ON THE PLAN) WILL BE FINISHED TO MEET THE MINIMUM 4% TOPSOIL, SEED, FERTILIZER, AND MOIST TOPSOIL IF REQUIRED.

[Pattern]	NEW ASPHALTIC CONCRETE (LIGHT DUTY)
[Pattern]	NEW ASPHALTIC CONCRETE (HEAVY DUTY)
[Pattern]	NEW ASPHALTIC CONCRETE PAVEMENT FOR FOREST
[Pattern]	PAVEMENT THICKNESS & BASE THICKNESS
[Pattern]	SEE DETAILS 5 & 6
[Pattern]	NEW HEAVY DUTY CONCRETE SLAB
[Pattern]	SEE DETAILS 9 & 10/11
[Pattern]	NEW HIGH-SIDE CURB & GUTTER
[Pattern]	SEE DETAILS 12, 13, 14, 15, 16, 17/18
[Pattern]	NEW LOW-SIDE CURB & GUTTER
[Pattern]	SEE DETAILS 7, 8, 9, 10, 11/12/22
[Pattern]	DESIGNATED NEW 4'-FOOT HIGH BLACK VINYL CONTOUR DRAIN-LINE FENCE UNLESS OTHERWISE NOTED. SEE DETAILS 19, 20, & 40/42/43



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www.diggershotline.com





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

**AN ORDINANCE ESTABLISHING NO PARKING REGULATIONS  
ON BUSHNELL STREET**

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

**Section 1:** Section 13.02 of the Code of General Ordinances of the City of Beloit, Rock County, Wisconsin, is hereby amended by adding to Section II, Index of Special Locations, Parking Prohibited At All Times On Certain Streets, the following:

Bushnell Street – Prospect Street to 90’ west of Prospect Street – SOUTH SIDE

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

Adopted this 16<sup>th</sup> day of December 2013.

**BELOIT CITY COUNCIL:**

**By:** \_\_\_\_\_  
**Charles M. Haynes, Council President**

**ATTEST:**

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

Published this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Effective this \_\_\_\_\_ day of \_\_\_\_\_, 2013

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

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL



**Topic:** Ordinance to remove on-street parking on the south side of Bushnell Street near the intersection of Prospect Street.

**Date:** December 16, 2013

**Presenter(s):** Greg Boysen

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

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**Overview/Background Information:**

A request was made jointly by Beth Krueger (Assistant City Attorney) and Michelle Gavin (Director of Transit) to clarify the parking situation near the bus stop located at the corner of Bushnell and Prospect.

---

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

1. The Traffic Review Committee reviewed this request during the November 25, 2013 meeting. The Committee voted (6-0) in favor of removing parking in the area near the bus stop.
2. Currently, a bus stop for eastbound transit routes is located on the southwest corner of Bushnell Street and Prospect Street.
3. The City of Beloit bus stop signs contain a provision that parking is restricted within 60 feet of the bus stop location. It is approximately 90 feet for the eastern driveway of the Scoville Apartments to the sign.
4. Vehicles have been parking near the driveway entrance and in front of the bench provided for the bus stop.
5. Bus stop signs are relatively small and there have been arguments from vehicle owners who park on the street related to where the restrictive parking distance would end. New signage would clear any confusion the citizens, Transit Department, and Police Department may have in this area.

---

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

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

---

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

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

---

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

---

**Action required/Recommendation:**

The Engineering Division recommends removing on-street parking along Bushnell Street between Prospect Street and 90 feet west - SOUTH SIDE

---

**Fiscal Note/Budget Impact:**



**BUSHNELL BUS STOP 'NO-PARKING'**



**City of**  
**BELOIT, Wisconsin**



LOCATION: Bushnell Street

CITY OF BELOIT, WISCONSIN

SCALE: None

DRAWN BY: JRD (2013)

December 16, 2013

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

The undersigned Charles M. Haynes, duly elected President of the Beloit City Council, subject to confirmation by the Beloit City Council, does hereby appoint the following citizen members to the vacancies and terms indicated below, said appointments being pursuant to nominations made and approved by the Appointment Review Committee at the regular meeting held December 9, 2013:

---

Charles M. Haynes, President  
Beloit City Council

**Appointments**

**Appointment Review Committee**

Incumbent **Merlin Kenitzer** for a term ending December 31, 2016

Incumbent **Kurt Reynolds** for a term ending December 31, 2016

**Board of Review**

**Vincent Borgogni** (Alternate) to move to a Regular term (replacing Ron Anderson) for a term ending December 31, 2018

**PLEASE ANNOUNCE THE FOLLOWING VACANCIES**

- Appointment Review Committee (2 vacancies for residents)
- Board of Appeals (2 vacancies [Alternate] for resident)
- Board of Ethics (1 vacancy for former City Councilor, 4 vacancies for residents)
- Board of Review (2 vacancies [Alternate] for residents)
- Community Development Authority (2 vacancies for residents)
- Equal Opportunities Commission (1 vacancy for resident)
- Municipal Golf Committee (1 vacancy for youth, 1 vacancy for resident)
- Park, Recreation & Conservation Advisory Commission (1 vacancy for resident)
- Plan Commission (1 vacancy for resident)
- Traffic Review Committee (2 vacancies for residents)

**RESOLUTION APPROVING 2014 CONTRACTS BETWEEN  
THE CITY OF БЕЛОIT AND DANE COUNTY HUMANE SOCIETY, INC.  
AND AUTHORIZING EXECUTION THEREOF**

**WHEREAS**, the City of Beloit (hereinafter "City") has previously entered stray animal and impounded animal services contracts with Dane County Humane Society, Inc. (hereinafter "Humane Society"); and

**WHEREAS**, the current contracts with Humane Society expire on December 31, 2013; and

**WHEREAS**, the attached contracts provide intake and care services by the Humane Society for stray and abandoned animals as well as impounded animals from the City of Beloit;

**WHEREAS**, the Beloit City Council finds that it is in the best interest of the City and its residents to contract with the Humane Society for such services.

**NOW, THEREFORE, BE IT RESOLVED** that the attached contracts between the City of Beloit and Dane County Humane Society, Inc. are hereby approved and the City Manager of the City of Beloit be, and he is hereby, authorized to execute the same and to do all other things necessary and appropriate to carry out the purposes hereof.

Adopted this 16<sup>th</sup> 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

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**Topic:** 2014 Animal Contract between the City of Beloit and the Dane County Humane Society

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**Date:** December 16, 2013

**Presenter(s):** Captain William Tyler

**Department(s):** Police Department/ City Manager

---

**Overview/Background Information:**

The Dane County Humane Society (DCHS) provided for stray, abandoned, and impounded animal shelter services to the City of Beloit in 2013. The City of Beloit maintained dual contracts with the Dane County and Rock County Humane Societies in 2013. This will be similar in 2014. DCHS provided reliable, professional, and cost effective service to the City of Beloit in 2013. The proposed contracts with Dane County cover stray & abandoned, and impounded animals that the City of Beloit may encounter in 2014. The proposed contract sees a reduction of our veterinary fees by 50 percent. Staff recommends approval.

---

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

1. DCHS is maintaining our accessibility to their facility for routine and after-hours drop-off by department staff
  2. DCHS has reduced our financial exposure for injured animal costs received from the City of Beloit
  3. These proposed changes stabilize our cost projections for animal control related fees with DCHS
- 

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

The City of Beloit will continue to work with the City of Janesville and other communities in order to streamline any transports that are required to a shelter outside of Rock County. This policy supports the City's mission to collaborate with other jurisdictions and organizations to foster effective and efficient service delivery as set out in Goal #4 of the City Strategic Plan.

---

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

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

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

---

**Action required/Recommendation:**

Approval of the 2014 Stray & Abandoned and Impounded Animal contracts with the Dane County Humane Society.

---

**Fiscal Note/Budget Impact:**

DCHS contract is in-line with our available funding for animal shelter related fees for 2014.

**CITY OF БЕLOIT**  
**Purchase of Services Agreement**

This **PURCHASE OF SERVICES AGREEMENT** (the "Agreement"), made and entered into on January 1, 2014 (the "Effective Date"), by and between the City of Beloit (the "CITY"), a Wisconsin municipal corporation, and Dane County Humane Society ("DCHS"), a Wisconsin non-stock corporation, is as follows.

**RECITALS**

WHEREAS, the CITY, whose address is 100 State St., Beloit, Wisconsin 53511, desires to purchase services from DCHS for the care, treatment, and humane disposal of stray and abandoned animals located within the geographic limits of the CITY.

WHEREAS, at all times this Agreement shall be construed so as to maximize the welfare of the animals who are the subject hereof and who are cared for by DCHS pursuant to the terms of this Agreement.

WHEREAS, the CITY's fiscal year runs from January 1 through December 31 of each calendar year.

WHEREAS, DCHS maintains a principal place of business located at 5132 Voges Road, Madison, Wisconsin 53718 (the "Voges Road Facility"), but periodically uses third party facilities to pursue its mission.

WHEREAS, DCHS is a person authorized to enter into a contract with a political subdivision as defined in Wis. Stat. § 173.15(1) and acknowledges its obligations under Wis. Stat. § 173.15(2) in relation to said contract.

WHEREAS, the City Attorney for the CITY, the CITY, and municipalities vested with jurisdiction in the CITY have the authority and/or obligation to enforce, among other things, the following statutes and ordinances: (i) Chapter 951 of the Wisconsin Statutes ("Crimes Against Animals"); (ii) Chapter 174 of the Wisconsin Statutes ("Dogs"); (iii) Chapter 173 of the Wisconsin Statutes ("Animals; Humane Officers"); and (iv) the Municipal Code of the CITY and

specifically the various Municipal Code provisions regulating animals (collectively the "Animal Care Laws").

## **AGREEMENT**

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the CITY and DCHS as follows:

### **1.0 SERVICES, COSTS, AND LIMITATIONS ON SERVICES.**

1.1 Services and Costs Under Agreement. DCHS agrees to provide the services detailed in Section 4.0 of this Agreement in relation to animals found or otherwise maintained within CITY geographical limits in exchange for the compensation set forth on **Schedule A**.

1.2 DCHS's Right of Refusal. CITY acknowledges and agrees that DCHS may not be in a position at all times during the term of this Agreement to perform each and every service contemplated herein due to DCHS's current animal control obligations with Dane County, Wisconsin. For this reason, every Wednesday before 1 p.m. (Central Time) during the term of this Agreement (commencing with Wednesday, January 8, 2014), CITY and DCHS agree to communicate (preferably in writing via electronic mail) regarding DCHS's resources available to CITY for the seven-day period following the Wednesday communication (the "Resource Period"). The purpose of the communication each Wednesday shall be to allow the CITY and DCHS to appropriately plan for the placement of animals subject to this Agreement in the relevant Resource Period. DCHS shall not unreasonably refuse to withhold services under this Agreement and CITY shall be prepared at all times to make other arrangements for the animals covered by this Agreement in the event CITY is informed by DCHS that DCHS is unable to fulfill services under this Agreement during the given Resource Period. At all times, the parties shall work in good faith to accomplish the intent of this Agreement. The parties further agree to delegate authorized personnel to make decisions on their behalf in relation to the communication protocols established by this paragraph 1.2.



## **2.0 TERM OF AGREEMENT AND RENEWAL.**

2.1 Term. The term of this Agreement shall commence on January 1, 2014 and shall terminate on December 31, 2014, unless sooner agreed to in writing by the parties or renewed pursuant to paragraph 2.3 below. The Agreement may also be terminated before December 31, 2014 if permitted under Section 5.0.

2.2 Completion of Obligations. DCHS's obligations are complete after December 31, 2014 (or by the end of each renewal term in the event of a renewal of this Agreement pursuant to paragraph 2.3). CITY shall not be liable for any services performed by DCHS other than during the term of this Agreement, including any renewal terms. Notwithstanding this fact, CITY shall be obligated to pay all fees set forth in **Schedule A** in relation to services commenced during the term of this Agreement that carry over to a subsequent year.

2.3 Renewal Procedures. The Agreement shall not renew automatically and nothing in this Agreement shall be construed as requiring the CITY or DCHS to renew the Agreement. In the event that either party desires to extend this Agreement beyond December 31 of any given year, the party requesting the renewal must provide notice to the other party during the existing term of the Agreement but no later than September 1 of a given year.

2.4 Form of Renewal Contract. The parties acknowledge that they have worked in good faith to negotiate the terms of this Agreement. Any renewal of this Agreement pursuant to paragraph 2.3 shall be in writing but need not restate each and every term of this Agreement. Rather, this Agreement shall be incorporated by reference into any renewal contract subject to any modifications set forth in the renewal contract.

**3.0 DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings provided below:

3.1 Abandoned. A companion, exotic or livestock animal left for any length of time without apparent provision for its food, water, or other care as is reasonably necessary for the animal's health. An abandoned animal includes, but is not limited to, an animal owned by a known individual who, because of the owner's death, disability, incarceration, eviction or other like

circumstance, is unable or unwilling to provide appropriate care for the animal. It also includes animals whose owners are unknown.

3.2 Companion Animals. Dogs, cats, rabbits, guinea pigs, hamsters, mice, ferrets, birds, fish, reptiles, amphibians, invertebrates, or any other species of wild or domestic or hybrid animal sold, transferred, or retained for the purpose of being kept as a household pet, except large and small livestock, as defined in paragraphs 3.4 and 3.5 below.

3.3 Exotic Animal. An animal that is not normally domesticated in the United States or that is wild by nature.

3.4 Large Livestock. Includes, without limitation, horses, bovines, sheep, goats, pigs, llamas, alpacas, farm-raised deer, and similar types of large-bodied domesticated animals typically raised on a farm, ranch, or similar environment.

3.5 Small Livestock. Includes, without limitation, rabbits raised for food, domestic fowl, farm-raised game bird and similar types of small-bodied domesticated animals typically raised on a farm, ranch, or similar environment and which are able to be housed communally.

3.6 Redemption. Means the identification and verification of ownership of a stray or abandoned animal and the return of the animal to its owner.

3.7 Stray. A companion, exotic or livestock animal found wandering at large whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort.

3.8 Unclaimed. A companion, exotic, or large or small livestock animal that is found abandoned or stray whose owner has failed to redeem the animal.

3.9 Wild Animal. An animal that, as a matter of common knowledge to the community, is naturally ferocious, unpredictable, dangerous, mischievous, or not by custom devoted to the service of mankind at the time and in the place in which it is kept or as otherwise defined by the Municipal Code of the CITY.

3.10 Communally Housed Animal. For purposes of this Agreement, means an animal that is typically maintained communally and includes, without

limitation, mice, rats, gerbils, and hamsters. Certain small livestock, in addition to other animals, can be, and historically are, communally housed.

#### **4.0 DESCRIPTION OF SERVICES.**

4.1 Cooperation. DCHS agrees to use commercially reasonable methods in working with all CITY departments, agencies, employees, and officers of represented municipalities whose animal control obligations are collectively served by the CITY in providing the services described in this Agreement. The CITY agrees to use commercially reasonable methods in working with DCHS in order to enable DCHS to provide the services described herein and in paying for such services.

4.2 DCHS Personnel. DCHS agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the CITY. DCHS shall ensure that its personnel are instructed that they do not have any direct contractual relationship with the CITY. Except as otherwise provided in this Agreement, CITY shall have no authority over any aspect of DCHS's personnel practices and policies and shall not be liable for actions arising from such practices and policies.

4.3 Transportation of Animals. CITY is not purchasing transportation services from DCHS and DCHS shall have no obligation to pick up or transport animals covered by this Agreement. CITY agrees to transport any animal geographically located in the CITY and initially dropped off at the Emergency Clinic for Animals ("ECA"), located at 229 West Beltline Highway, Madison, Wisconsin 57313, to the Voges Road Facility upon the release of the animal from the care of ECA. DCHS and the CITY may agree, during the term of this Agreement, to the designation of additional DCHS approved animal drop-off, care or treatment facilities to and from which CITY will provide transportation. Any such agreement shall be in writing. CITY agrees to provide transport to the Voges Road Facility within a reasonable time of receiving notice that an animal is in need of such transport. CITY shall use its best efforts to avoid causing DCHS to incur "overnight" admission fees at ECA as a result of its failure to timely transport an animal from ECA to the Voges Road Facility. Any such admission fee incurred by DCHS because of untimely transport by CITY shall be CITY's responsibility and will be billed to and payable by CITY. Notwithstanding

the CITY's obligation in this regard, it shall be required to make these payments only if the animal came from a location within the CITY's geographical limits.

4.4 24-hour Drop Off Availability. DCHS will provide, or assure the availability of, an appropriate facility that will provide admitting and animal care services 24 hours a day, 7 days a week for the animals dropped off by humane and law enforcement officers operating within the geographical boundaries of CITY.

4.5 Services for Abandoned and Stray Animals. DCHS agrees to provide animal care services (as described below in this paragraph) as well as humane euthanasia and cremation services for companion, livestock and exotic animals that are found stray or abandoned within the geographical limits of CITY and that are dropped off at the Voges Road Facility or ECA (or any other DCHS-CITY approved facility). Animal care services shall include: (i) admitting services as deemed appropriate by DCHS; (ii) daily custodial care; (iii) necessary and appropriate veterinary treatment; and (iv) redemption services. Animal care services purchased under the terms of this Agreement include those provided on the day the animal is admitted to either the Voges Road Facility or ECA and those animal care services provided for up to six (6) days thereafter, for a total of seven (7) days, except for abandoned animals as defined in paragraph 3.1 above. Animal care services for abandoned animals will be provided and billed for up to ten (10) days until the animal either leaves the care of DCHS or ownership is transferred to DCHS, whichever occurs first. Notwithstanding the foregoing, in the event an owner of an abandoned animal seeks to continue to enforce their ownership rights over the animal such that DCHS is obligated to continue to provide custodial care to the animal beyond the 10-day period identified above (by court order or otherwise), the CITY shall continue to reimburse DCHS at the rate set forth for abandoned animals. DCHS will notify the CITY if an owner enforces his/her ownership rights by court order.

4.5.1 Admitting Services. DCHS shall have the sole and exclusive discretion under this Agreement to provide those admitting services that it deems in its professional judgment are in the best interest of the animal and the shelter environment in which the animal is maintained.

4.5.2 Custodial Care. Custodial care shall include, for each animal cared for under the terms of this Agreement, the provision

of: (i) adequate food and water to maintain the animal's health; (ii) daily health check; and (iii) adequate shelter as required by Wis. Stat § 951.44.

4.5.3 Necessary and Appropriate Veterinary Care. Necessary and appropriate veterinary care and treatment, beyond that provided every animal upon admission and beyond daily custodial care, shall be provided as determined necessary and appropriate in the sole discretion of DCHS.

4.5.4 Redemption Services. Redemption services shall include all reasonable attempts to identify, locate, make contact with, and provide written notice to an animal's owner in order to arrange for either the surrender of the animal or the return of the animal to its owner. Said efforts will be made within the statutory 7-day holding period established in Chapter 173 of the Wisconsin Statutes. Notwithstanding the foregoing, the parties acknowledge that the owners of some stray and/or abandoned animals are never known or even identified such that DCHS's ability to find the owner is a legal impossibility.

4.5.5 Euthanasia. The decision to euthanize an animal shall be within the sole and absolute discretion of DCHS. Notwithstanding this fact, if CITY obtains a court order declaring an animal to be dangerous and subject to euthanasia, DCHS shall euthanize the animal at CITY's request. DCHS and CITY agree to abide by the applicable statutory holding periods before euthanizing any animal governed thereby, including, without limitation, the 10-day statutory hold for abandoned animals in paragraph 4.5.

4.5.6 Wildlife. The parties acknowledge that DCHS provides custodial care and euthanasia services for sick, injured, or trapped wildlife found within the geographic limits of Dane County, Wisconsin. DCHS provides such care only for wildlife for which DCHS is rehabilitation-approved by the Wisconsin Department of Natural Resources. The CITY is not purchasing any services for wildlife found within its jurisdictional limits. To the extent the CITY seeks assistance from DCHS in relation to wildlife found within its jurisdictional limits, it

shall obtain pre-approval from the Executive Director of DCHS before doing so. At that time, the costs for such services shall be agreed upon in writing before DCHS shall provide any such services for wildlife located in the CITY.

## **5.0 TERMINATION OF AGREEMENT.**

5.1 Termination Without Cause. Either party may terminate this Agreement, for any reason or no reason, at any time upon ninety (90) days written notice.

5.2 Immediate Termination for Cause. The following shall constitute grounds for immediate termination by the non-breaching party.

5.2.1 Violation of Law. DCHS's violation of any state, federal, or local law, or failure by DCHS to comply with any applicable state or federal service standards, as expressed by applicable statutes, rules and regulations.

5.2.2 Licenses and Certifications. DCHS's failure to carry and maintain all applicable licenses or certifications as required by any state, federal, or local law.

5.2.3 Failure to Report. DCHS's failure to comply with its reporting requirements contained in Section 10.0 and **Schedule B** of this Agreement.

5.2.4 Untimely Payment. The CITY's failure to pay DCHS the monthly payments set forth in **Schedule A** to this Agreement within 10 days of receipt of DCHS's invoice.

5.3 30-Day Termination for Cause. In the event either party engages in a material breach of this Agreement other than as set forth in paragraph 5.2 above, the non-breaching party shall have the right to terminate this Agreement by giving the breaching party thirty (30) days written notice of the termination.

5.4 Termination Due to Inadequate Public Funding. If during the term of this Agreement, the City Council for the City of Beloit shall fail to appropriate sufficient funds to carry out the CITY's payment obligations as

expressed herein, this Agreement shall be automatically terminated as of the date funds are no longer available. The CITY shall provide immediate written notice of the funding shortfall and the date on which the termination is to take effect. Notwithstanding the foregoing, this provision shall not relieve the CITY of its responsibility to pay for all services provided or furnished to the CITY by DCHS prior to the date of said termination.

## **6.0 INDEMNIFICATION.**

6.1 Indemnification of CITY. DCHS shall indemnify, hold harmless and defend CITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which CITY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of DCHS furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of CITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of DCHS under this paragraph shall survive the expiration or termination of this Agreement.

6.2 Indemnification of DCHS. The CITY shall indemnify, hold harmless and defend DCHS, its directors, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which DCHS, its directors, officers, employees, and representatives may sustain, incur, or be required to pay by reason of the CITY's performance under this Agreement; provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of DCHS, its directors, officers, employees, and representatives. The obligations of the CITY under this paragraph shall survive the expiration or termination of this Agreement.

**7.0 ASSIGNMENT/TRANSFER.** DCHS shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of CITY unless otherwise provided herein, provided that claims for money due or to become due DCHS from CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval if and only if

the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to DCHS shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. DCHS shall promptly provide notice of any such assignment or transfer to CITY.

**8.0 NO WAIVER BY PAYMENT OR ACCEPTANCE.** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by CITY or DCHS of any breach of the covenants of this Agreement or a waiver of any default of DCHS or CITY and the making of any such payment or acceptance of any such service or product by CITY or DCHS while any such default or breach shall exist shall in no way impair or prejudice the right of CITY or DCHS with respect to recovery of damages or other remedy as a result of such breach or default.

**9.0 PAYMENT.** CITY agrees to make payments for services rendered under this Agreement as and in the manner specified in this Agreement and in the attached **Schedule A**, which is fully incorporated herein by reference.

**10.0 REPORTS.** DCHS agrees to prepare reports as are required in the attached **Schedule B**, which is fully incorporated herein by reference. With respect to such reports, it is expressly understood that time is of the essence and that the failure of DCHS to comply with the time limits set forth in **Schedule B** may result in the withholding of payments by CITY otherwise due DCHS under the terms of this Agreement.

**11.0 DISCRIMINATION PROHIBITED.**

11.1 Policy of Non-Discrimination. During the term of this Agreement, DCHS agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff,



termination, training, rates of pay, and any other form of compensation or level of service(s).

11.2 Posting. DCHS agrees to post in conspicuous places, available to all employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law providing additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

**12.0 COMPLIANCE WITH STATE OF WISCONSIN OBLIGATIONS.** DCHS warrants that it has complied with all necessary requirements to do business in the State of Wisconsin. DCHS shall notify the CITY immediately, in writing, of any change in its registered agent, its registered agent's address, and DCHS's legal status.

**13.0 NOTICE.**

13.1 Notice to CITY. Except as more specifically provided by the terms of this Agreement, notice to the CITY shall be delivered via first class mail, return receipt requested, as follows:

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

and

Rebecca S. Houseman LeMire  
City Clerk  
City of Beloit  
100 State St.  
Beloit, WI 53511

13.2 Notice to DCHS. Except as more specifically provided by the terms of this Agreement, notice to DCHS shall be delivered via first class mail, return receipt requested, as follows:

Pam McCloud Smith  
Executive Director  
Dane County Humane Society  
5132 Voges Road  
Madison, WI 53718

and

Joseph S. Goode, Esq.  
Pia Anderson Dorius Reynard & Moss  
400 N. Broadway  
Suite 303  
Milwaukee, WI 53202

#### **14.0 MISCELLANEOUS.**

14.1 Integrated Agreement. This document together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersedes any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

14.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

14.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Dane County Circuit Court (State of Wisconsin).

#### 14.4 Construction.

14.4.1 No Construction Against the Drafter. Provisions in which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

14.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

14.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances, the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

14.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

**15.0 ASSIGNMENT.** Neither party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

**16.0 THIRD-PARTY BENEFICIARIES.** This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the CITY.

**17.0 EXECUTION IN COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement

**18.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT.** In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

**19.0 WARRANTY OF CAPACITY TO EXECUTE.**

19.1 Larry N. Arft, City Manager for the City of Beloit, and Rebecca S. Houseman LeMire, City Clerk for the City of Beloit, warrant that they have the legal authority to execute this Agreement on behalf of the CITY and to receive the consideration specified in it, and that neither they nor the CITY have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

19.2 Pam McCloud Smith, Executive Director of DCHS, warrants that she has the legal authority to execute this Agreement on behalf of DCHS and to receive the consideration specified in it, and that neither she nor DCHS have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF БЕLOIT**

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

**CITY OF БЕLOIT**

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

**APPROVED AS TO FORM:**

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

I hereby certify that there are sufficient funds available to pay the liability incurred by the City of Beloit pursuant to this agreement.

By: \_\_\_\_\_  
Paul York, City Comptroller

**DANE COUNTY HUMANE SOCIETY**

By: \_\_\_\_\_  
Its: Executive Director  
Dated: \_\_\_\_\_

**SCHEDULE A**  
**REIMBURSEMENT FOR STRAY AND ABANDONED ANIMAL SERVICES**

**1.0 Maximum Costs.** CITY agrees to pay for services covered by this Agreement on a fee for service basis according to the following schedule:

Admitting Services: **\$55.60 per animal**

Admitting Services for Communally Housed Animals: **\$40.00 per animal**

Daily Rate for Custodial Care for Stray Animals:

**\$10.30 per day for companion animals**

**\$ 5.00 per day for small livestock animals housed communally**

**\$12.50 per day for large livestock animals**

**\$ 5.00 per day for all other communally housed animals**

Rate for Humane Euthanasia and Cremation: **\$36.00 per animal**

Exceptional veterinary services provided by non-DCHS staff will be billed to CITY on an as incurred basis at 50 percent of the rate charged DCHS. Admitting fees for ECA as incurred as part of paragraph 4.3 of the Agreement will be billed to CITY on an as incurred basis.

**2.0 Method of Payment.** DCHS shall submit an invoice to CITY by the 10<sup>th</sup> day of each month for the services provided in the preceding month. The parties have agreed to the form of invoice to be used and an exemplar of the invoice is attached to this **Schedule A** as **Exhibit 1**. CITY shall pay the statement within ten (10) days of receipt thereof.

**3.0 Alternate Method of Payment.** Notwithstanding the agreed upon method of payment stated above, CITY may upon written notice to DCHS refuse to pay DCHS for services if CITY reasonably suspects any of the following:

3.1 DCHS has mismanaged any funds provided by CITY.

3.2 Funds in DCHS's possession are at risk of being seized by DCHS's Creditors or other adverse interests.

3.3 DCHS appears incapable of maintaining itself as a going concern.

**4.0 Notice of Financial Instability.** DCHS shall give CITY immediate notice of any of the following events:

4.1 That DCHS is unable to meet its financial obligations to its employees, to the state or federal government, or to any creditor.

4.2 That DCHS has written a check drawn on insufficient funds.

4.3 That DCHS has received notice that it has been sued or that a lawsuit against DCHS is pending.

4.4 That DCHS has filed a bankruptcy action.

4.5 That DCHS has sustained or will sustain a loss for which it has insufficient financial resources.

4.6 Any other event that impedes DCHS's ability to perform under this agreement.

**5.0 Collection of Humane Officer, Animal Control Officer and Redemption Fees.** DCHS may retain all Humane Officer Fees, Animal Control Fees and any other fees assessed by DCHS and paid by owners who redeem a stray or abandoned animal.

**SCHEDULE A  
(EXHIBIT 1)**

City of Beloit  
City Comptroller  
18 N. Jackson  
Beloit, WI 53547

Attn: Accounts Receivable

**Invoice of Dane County Humane Society  
To City of Beloit for Services Rendered**

February 10, 2014

For services rendered January 1, 2014 – January 31, 2014

	<b># Admitted</b>	<b>Admission Cost</b>	<b># Days of Care</b>	<b>Care Cost at per day rate</b>	<b># Euthanized</b>	<b>Euthanasia Cost at \$36 each</b>	<b>Total Cost</b>
Stray Animals							
Dogs	xxx	\$xxx	xxx	\$xxx	xxx	\$xxx	\$xxx
Cats	xxx	\$xxx	xxx	\$xxx	xxx	\$xxx	\$xxx
Other	xxx	\$xxx	xxx	\$xxx	xxx	\$xxx	\$xxx
Small Livestock	xxx	\$xxx	xxx	\$xxx	xxx	\$xxx	\$xxx
Large Livestock	xxx	\$xxx	xxx	\$xxx	xxx	\$xxx	\$xxx
Communally Housed	xxx	\$xxx	xxx	\$xxx	xxx	\$xxx	\$xxx
Emergency Vet Care	xxx						\$xxx
Amount Due to DCHS under 2014 Contract							<b>\$xx,xxx</b>

Please remit Amount Due no later than 10 (ten) days after receipt.



## **SCHEDULE B**

### **REPORTS**

Costs billed by DCHS to the CITY will be paid with public funds. The parties acknowledge that as a custodian of public funds, the CITY has an interest in understanding the expenses incurred by DCHS in providing services under this Agreement. With that understanding, DCHS agrees to provide CITY with the reports described below.

**1.0 Reporting Duty.** By the 10th day after every month of service covered by this Agreement, DCHS shall submit to the CITY a written report that shall contain the information described in 2.0 below regarding the services purchased by the CITY during the previous month of service. The parties have agreed to the form of report to be used and an exemplar of the report is attached as **Exhibit 1** to **Schedule A** of the Agreement.

**2.0 Reporting Categories.** For each of the following categories of animals, DCHS shall report the information described in 2.1 to 2.3, below: "Dogs", "cats", "livestock" and "others".

2.1 Total number of animals in each category that were admitted as stray or abandoned animals.

2.2 Total number of animals in each category for which DCHS provided custodial care and the total number of days for which custodial care services were provided.

2.3 Total number of animals in each category that were euthanized.

2.4 The parties agree to work collaboratively to deliver more detailed information to provide the CITY the ability to easily audit the aggregate numbers referenced in 2.1, 2.2, and 2.3.

**3.0 Audited Financial Statements.** For each year services are provided under the Agreement, DCHS shall provide the CITY with a copy of its annual audited financial statements no later than 180 days after the end of the calendar year.

**CITY OF БЕLOIT**  
**Purchase of Services Agreement**

This **PURCHASE OF SERVICES AGREEMENT** (the "Agreement"), made and entered into on January 1, 2014 (the "Effective Date"), by and between the City of Beloit (the "CITY"), a Wisconsin municipal corporation, and Dane County Humane Society ("DCHS"), a Wisconsin non-stock corporation, is as follows.

**RECITALS**

WHEREAS, the CITY, whose address is 100 State St., Beloit, Wisconsin 53511, desires to purchase services from DCHS for: (i) the care, treatment, and humane disposal of impounded animals seized within the geographical limits of the CITY by humane officers and/or law enforcement personnel pursuant to Chapter 173 of the Wisconsin Statutes and other such authority; and (ii) the delivery of rabies-related services for stray, abandoned, and impounded animals located within the geographic limits of the CITY and believed to be afflicted by the rabies virus.

WHEREAS, at all times this Agreement shall be construed so as to maximize the welfare of the animals who are the subject hereof and who are cared for by DCHS pursuant to the terms of this Agreement.

WHEREAS, the CITY's fiscal year runs from January 1 through December 31 of each calendar year.

WHEREAS, DCHS maintains a principal place of business located at 5132 Voges Road, Madison, Wisconsin 53718 (the "Voges Road Facility"), but periodically uses third party facilities to pursue its mission.

WHEREAS, DCHS is a person authorized to enter into a contract with a political subdivision as defined in Wis. Stat. § 173.15(1) and acknowledges its obligations under Wis. Stat. § 173.15(2) in relation to said contract.

WHEREAS, the City Attorney for the CITY, the CITY, and municipalities vested with jurisdiction in the CITY have the authority and/or obligation to enforce, among other things, the following statutes and ordinances: (i) Chapter 951 of the Wisconsin Statutes ("Crimes Against Animals"); (ii) Chapter 174 of the Wisconsin Statutes ("Dogs"); (iii) Chapter 173 of the Wisconsin Statutes ("Animals; Humane Officers"); and (iv) the Municipal Code of the CITY and

specifically the various Municipal Code provisions regulating animals (collectively the "Animal Care Laws").

## **AGREEMENT**

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the CITY and DCHS as follows:

### **1.0 SERVICES, COSTS, AND LIMITATIONS ON SERVICES.**

1.1 Services and Costs Under Agreement. DCHS agrees to provide the services detailed in Section 4.0 of this Agreement in relation to animals found or otherwise maintained within CITY geographical limits in exchange for the compensation set forth on **Schedule A**.

1.2 DCHS's Right of Refusal. CITY acknowledges and agrees that DCHS may not be in a position at all times during the term of this Agreement to perform each and every service contemplated herein due to DCHS's current animal control obligations with Dane County, Wisconsin. For this reason, every Wednesday before 1 p.m. (Central Time) during the term of this Agreement (commencing with Wednesday, January 8, 2014), CITY and DCHS agree to communicate (preferably in writing via electronic mail) regarding DCHS's resources available to CITY for the seven-day period following the Wednesday communication (the "Resource Period"). The purpose of the communication each Wednesday shall be to allow the CITY and DCHS to appropriately plan for the placement of animals subject to this Agreement in the relevant Resource Period. DCHS shall not unreasonably refuse to withhold services under this Agreement and CITY shall be prepared at all times to make other arrangements for the animals covered by this Agreement in the event CITY is informed by DCHS that DCHS is unable to fulfill services under this Agreement during the given Resource Period. At all times, the parties shall work in good faith to accomplish the intent of this Agreement. The parties further agree to delegate authorized personnel to make decisions on their behalf in relation to the communication protocols established by this paragraph 1.2.

## **2.0 TERM OF AGREEMENT AND RENEWAL.**

2.1 Term. The term of this Agreement shall commence on January 1, 2014 and shall terminate on December 31, 2014, unless sooner agreed to in writing by the parties or renewed pursuant to paragraph 2.3 below. The Agreement may also be terminated before December 31, 2014 if permitted under Section 5.0.

2.2 Completion of Obligations. DCHS's obligations are complete after December 31, 2014 (or by the end of each renewal term in the event of a renewal of this Agreement pursuant to paragraph 2.3). CITY shall not be liable for any services performed by DCHS other than during the term of this Agreement, including any renewal terms. Notwithstanding this fact, CITY shall be obligated to pay all fees set forth in **Schedule A** in relation to services commenced during the term of this Agreement that carry over to a subsequent year.

2.3 Renewal Procedures. The Agreement shall not renew automatically and nothing in this Agreement shall be construed as requiring the CITY or DCHS to renew the Agreement. In the event that either party desires to extend this Agreement beyond December 31 of any given year, the party requesting the renewal must provide notice to the other party during the existing term of the Agreement but no later than September 1 of a given year.

2.4 Form of Renewal Contract. The parties acknowledge that they have worked in good faith to negotiate the terms of this Agreement. Any renewal of this Agreement pursuant to paragraph 2.3 shall be in writing but need not restate each and every term of this Agreement. Rather, this Agreement shall be incorporated by reference into any renewal contract subject to any modifications set forth in the renewal contract.

**3.0 DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings provided below:

3.1 Abandoned. A companion, exotic or livestock animal left for any length of time without apparent provision for its food, water, or other care as is reasonably necessary for the animal's health. An abandoned animal includes, but is not limited to, an animal owned by a known individual who,

because of the owner's death, disability, incarceration, eviction or other like circumstance, is unable or unwilling to provide appropriate care for the animal. It also includes animals whose owners are unknown.

3.2 Companion Animals. Dogs, cats, rabbits, guinea pigs, hamsters, mice, ferrets, birds, fish, reptiles, amphibians, invertebrates, or any other species of wild or domestic or hybrid animal sold, transferred, or retained for the purpose of being kept as a household pet, except large and small livestock, as defined in paragraphs 3.4 and 3.5 below.

3.3 Exotic Animal. An animal that is not normally domesticated in the United States or that is wild by nature.

3.4 Large Livestock. Includes, without limitation, horses, bovines, sheep, goats, pigs, llamas, alpacas, farm-raised deer, and similar types of large-bodied domesticated animals typically raised on a farm, ranch, or similar environment.

3.5 Small Livestock. Includes, without limitation, rabbits raised for food, domestic fowl, farm-raised game bird and similar types of small-bodied domesticated animals typically raised on a farm, ranch, or similar environment and which are able to be housed communally.

3.6 Redemption. Means the identification and verification of ownership of a stray or abandoned animal and the return of the animal to its owner.

3.7 Stray. A companion, exotic or livestock animal found wandering at large whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort.

3.8 Unclaimed. A companion, exotic, or large or small livestock animal that is found abandoned or stray whose owner has failed to redeem the animal.

3.9 Wild Animal. An animal that, as a matter of common knowledge to the community, is naturally ferocious, unpredictable, dangerous, mischievous, or not by custom devoted to the service of mankind at the time and in the place in which it is kept or as otherwise defined by the Municipal Code of the CITY.

3.10 Impound. The withholding of an animal from its owner under Wis. Stat. § 173.21 on any of the following grounds:

3.10.1 Mistreatment. The humane or law enforcement officer determines that there are reasonable grounds to believe that the owner has mistreated the animal in violation of Chapter 951 of the Wisconsin Statutes.

3.10.2 Public Health and Safety. The humane or law enforcement officer determines that there are reasonable grounds to believe that the animal poses a significant threat to public health, safety or welfare.

3.10.3 Evidence. The animal may be used as evidence in a pending prosecution.

3.10.4 Court Order. A court has ordered the animal withheld for any reason.

3.11 Seizure. The taking of an animal, whose owner is known, into custody by a humane or law enforcement officer pursuant to Wis. Stat. § 173.13.

3.12 Surrender. The voluntary transfer of custody and ownership of an animal, in writing, by the animal's owner, to a humane or law enforcement officer or to DCHS.

3.13 Communally Housed Animal. For purposes of this Agreement, means an animal that is typically maintained communally and includes, without limitation, mice, rats, gerbils, and hamsters. Certain small livestock, in addition to other animals, can be, and historically are, communally housed.

#### **4.0 DESCRIPTION OF SERVICES.**

4.1 Cooperation. DCHS agrees to use commercially reasonable methods in working with all CITY departments, agencies, employees, and officers of represented municipalities whose animal control obligations are collectively served by the CITY in providing the services described in this Agreement. The CITY agrees to use commercially reasonable methods in working with DCHS in order to enable DCHS to provide the services described herein and in paying for such services.

4.2 DCHS Personnel. DCHS agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the CITY. DCHS shall ensure that its personnel are instructed that they do not have any direct contractual relationship with the CITY. Except as otherwise provided in this Agreement, CITY shall have no authority over any aspect of DCHS's personnel practices and policies and shall not be liable for actions arising from such practices and policies.

4.3 Transportation of Animals. CITY is not purchasing transportation services from DCHS, and DCHS shall have no obligation to pick up or transport animals covered by this Agreement. CITY agrees to transport any animal geographically located in the CITY and initially dropped off at the Emergency Clinic for Animals ("ECA"), located at 229 West Beltline Highway, Madison, Wisconsin 57313, to the Voges Road Facility upon the release of the animal from the care of ECA. DCHS and the CITY may agree, during the term of this Agreement, to the designation of additional DCHS approved animal drop-off, care or treatment facilities to and from which CITY will provide transportation. Any such agreement shall be in writing. CITY agrees to provide transport to the Voges Road Facility within a reasonable time of receiving notice that an animal is in need of such transport. CITY shall use its best efforts to avoid causing DCHS to incur "overnight" admission fees at ECA as a result of its failure to timely transport an animal from ECA to the Voges Road Facility. Any such admission fee incurred by DCHS because of untimely transport by CITY shall be CITY's responsibility and will be billed to and payable by CITY. Notwithstanding the CITY's obligation in this regard, it shall be required to make these payments only if the animal came from a location within the CITY's geographical limits.

4.4 24-hour Drop Off Availability. DCHS will provide, or assure the availability of, an appropriate facility that will provide admitting and animal care services 24 hours a day, 7 days a week for the animals dropped off by humane and law enforcement officers operating within the geographical boundaries of CITY.

4.5 Services for Impounded Animals. DCHS agrees to provide animal care services as well as euthanasia and cremation services (where required) for companion, large and small livestock, and exotic animals that are seized

within the geographical limits of CITY, which have been seized by humane officers or law enforcement personnel and impounded at the Voges Road Facility or ECA (or any other DCHS- CITY approved facility). Animal care services shall include: (i) admitting services as deemed appropriate by DCHS; (ii) daily custodial care; (iii) necessary and appropriate veterinary treatment; and (iv) euthanasia services for animals serviced by DCHS under this Agreement which are subject to euthanasia by court order or for any other reason. Custodial care shall include the provision of adequate food and water to maintain the animal's health; daily health checks; and adequate shelter as required by Wis. Stat. § 951.14. Animal care services will be provided on the day the animal is admitted to either the Voges Road Facility or ECA and until the animal is either removed from the facility, the animal is deemed unclaimed or is otherwise surrendered, the animal is returned to the owner, or ownership of the animal is transferred to DCHS by order of any court of competent jurisdiction. The humane officer or law enforcement officer dropping any such animal off shall identify the name of the animal's owner, if known, and advise DCHS of its impound status.

4.6 Notice and Penalties for Impounds. The parties agree to the following procedures with respect to impounded animals.

4.6.1 Notice by DCHS. With respect to any impounded animal being provided services by DCHS pursuant to this Agreement, DCHS shall have the unilateral right to require the CITY to take custody of the animal upon ten (10) days written notice to the CITY requesting that any such animal be picked up from the Voges Road Facility or ECA (or any other DCHS-CITY approved drop off facility). Notice to the CITY requesting that any such animal be picked up from the Voges Road Facility or ECA (or any other DCHS approved drop-off facility) shall be provided pursuant to the notice provision of paragraph 13.1 of this Agreement.

4.6.2 Penalty. If the CITY fails to pick-up the animal by the 10th day after the CITY has received the written notice described above, the CITY shall be charged \$100.00 (one hundred dollars and no cents) per day (per animal) for each day thereafter that the animal remains in the care of DCHS.



4.6.3 Livestock and Exotic Animal Impounds. DCHS will provide services under this Agreement for large and small livestock and exotic animals on a limited basis. The CITY must seek pre-approval from DCHS's Executive Director to impound large and small livestock and exotic animals at the Voges Road facility. DCHS may deny admission or require the CITY to remove impounded livestock and exotic animals with notice as specified in paragraph 4.6.1.

4.7 Rabies Control Services.

4.7.1 Quarantine Services. DCHS agrees to provide animal care, isolation, observation, and rabies testing services for animals as required by Wis. Stat. § 95.1. DCHS agrees to provide such services on an as needed basis upon request of the CITY. The parties acknowledge that rabies testing may be accomplished in two ways, namely (a) immediate euthanasia of the animal and brain pathology testing ("Euthanasia Testing"); or (b) 10-day quarantine of the animal with veterinary observation during the incubation period of the rabies virus ("Observation Testing"). DCHS's obligation to perform Euthanasia Testing shall be in its sole and absolute discretion. If DCHS refuses to perform Euthanasia Testing and opts instead to perform Observation Testing, the CITY shall have the right to retrieve the animal from the Voges Road Facility (or any other facility approved by the CITY) and have Euthanasia Testing accomplished through a different vendor. DCHS shall have no obligation to pick up or otherwise transport animals suspected of carrying the rabies virus to the Voges Road Facility (or any other DCHS-approved facility).

4.7.2 Rabies Services for Stray Animals. The parties agree that the rabies services set forth in paragraph 4.7.1 shall be performed by DCHS on both impounded animals and stray and abandoned animals. The CITY will pay for any custodial care services provided to stray or abandoned animals subject to Observation Testing pursued pursuant to paragraph 4.7.1 in accordance with the payment protocols set forth in **Schedule A** of this Agreement even

though the principal services at issue in this Agreement are to impounded animals.

4.7.3 Owner Reimbursement for Rabies Observation and Testing Services. If the owner of an animal is known, DCHS agrees to provide the CITY with all information it has regarding the owner's identity and address so that the CITY may seek reimbursement from such owner of any expenses incurred in connection with keeping the animal in isolation, the supervision and examination of the animal by a veterinarian, and the preparation of the carcass for laboratory examination. DCHS itself shall have no obligation to undertake collection efforts from the owner.

4.7.4 Rabies Vaccination Program. DCHS agrees to comply with all statutory mandates regarding the vaccination of animals against rabies.

## **5.0 TERMINATION OF AGREEMENT.**

5.1 Termination Without Cause. Either party may terminate this Agreement, for any reason or no reason, at any time upon ninety (90) days written notice.

5.2 Immediate Termination for Cause. The following shall constitute grounds for immediate termination by the non-breaching party.

5.2.1 Violation of Law. DCHS's violation of any state, federal, or local law, or failure by DCHS to comply with any applicable state or federal service standards, as expressed by applicable statutes, rules and regulations.

5.2.2 Licenses and Certifications. DCHS's failure to carry and maintain all applicable licenses or certifications as required by any state, federal, or local law.

5.2.3 Failure to Report. DCHS's failure to comply with its reporting requirements contained in Section 10.0 and **Schedule B** of this Agreement.

5.2.4 Untimely Payment. The CITY's failure to pay DCHS the monthly payments set forth in **Schedule A** to this Agreement within 10 days of receipt of DCHS's invoice.

5.3 30-Day Termination for Cause. In the event either party engages in a material breach of this Agreement other than as set forth in paragraph 5.2 above, the non-breaching party shall have the right to terminate this Agreement by giving the breaching party thirty (30) days written notice of the termination.

5.4 Termination Due to Inadequate Public Funding. If during the term of this Agreement, the City Council for the City of Beloit shall fail to appropriate sufficient funds to carry out the CITY's payment obligations as expressed herein, this Agreement shall be automatically terminated as of the date funds are no longer available. The CITY shall provide immediate written notice of the funding shortfall and the date on which the termination is to take effect. Notwithstanding the foregoing, this provision shall not relieve the CITY of its responsibility to pay for all services provided or furnished to the CITY by DCHS prior to the date of said termination.

## **6.0 INDEMNIFICATION.**

6.1 Indemnification of CITY. DCHS shall indemnify, hold harmless and defend CITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which CITY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of DCHS furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of CITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of DCHS under this paragraph shall survive the expiration or termination of this Agreement.

6.2 Indemnification of DCHS. The CITY shall indemnify, hold harmless and defend DCHS, its directors, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which DCHS, its directors,

officers, employees, and representatives may sustain, incur, or be required to pay by reason of the CITY's performance under this Agreement; provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of DCHS, its directors, officers, employees, and representatives. The obligations of the CITY under this paragraph shall survive the expiration or termination of this Agreement.

**7.0 ASSIGNMENT/TRANSFER.** DCHS shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of CITY unless otherwise provided herein, provided that claims for money due or to become due DCHS from CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to DCHS shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. DCHS shall promptly provide notice of any such assignment or transfer to CITY.

**8.0 NO WAIVER BY PAYMENT OR ACCEPTANCE.** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by CITY or DCHS of any breach of the covenants of this Agreement or a waiver of any default of DCHS or CITY and the making of any such payment or acceptance of any such service or product by CITY or DCHS while any such default or breach shall exist shall in no way impair or prejudice the right of CITY or DCHS with respect to recovery of damages or other remedy as a result of such breach or default.

**9.0 PAYMENT.** CITY agrees to make payments for services rendered under this Agreement as and in the manner specified in this Agreement and in the attached **Schedule A**, which is fully incorporated herein by reference.

**10.0 REPORTS.** DCHS agrees to prepare reports as are required in the attached **Schedule B**, which is fully incorporated herein by reference. With respect to such reports, it is expressly understood that time is of the essence and that the failure of DCHS to comply with the time limits set forth in **Schedule B** may result in the withholding of payments by CITY otherwise due DCHS under the terms of this Agreement.

**11.0 DISCRIMINATION PROHIBITED.**

11.1 Policy of Non-Discrimination. During the term of this Agreement, DCHS agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

11.2 Posting. DCHS agrees to post in conspicuous places, available to all employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law providing additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

**12.0 COMPLIANCE WITH STATE OF WISCONSIN OBLIGATIONS.** DCHS warrants that it has complied with all necessary requirements to do business in the State of Wisconsin. DCHS shall notify the CITY immediately, in writing, of any change in its registered agent, its registered agent's address, and DCHS's legal status.

**13.0 NOTICE.**

13.1 Notice to CITY. Except as more specifically provided by the terms of this Agreement, notice to the CITY shall be delivered via first class mail, return receipt requested, as follows:

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

and

Rebecca S. Houseman LeMire  
City Clerk  
City of Beloit  
100 State St.  
Beloit, WI 53511

13.2 Notice to DCHS. Except as more specifically provided by the terms of this Agreement, notice to DCHS shall be delivered via first class mail, return receipt requested, as follows:

Pam McCloud Smith  
Executive Director  
Dane County Humane Society  
5132 Voges Road  
Madison, WI 53718

and

Joseph S. Goode, Esq.  
Pia Anderson Dorius Reynard & Moss  
400 N. Broadway  
Suite 303  
Milwaukee, WI 53202

**14.0 MISCELLANEOUS.**

14.1 Integrated Agreement. This document together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersedes any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

14.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with

the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

14.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Dane County Circuit Court (State of Wisconsin).

14.4 Construction.

14.4.1 No Construction Against the Drafter. Provisions in which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

14.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

14.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances, the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

14.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

**15.0 ASSIGNMENT.** Neither party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

**16.0 THIRD-PARTY BENEFICIARIES.** This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part

of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the CITY.

**17.0 EXECUTION IN COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement

**18.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT.** In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

**19.0 WARRANTY OF CAPACITY TO EXECUTE.**

19.1 Larry N. Arft, City Manager for the City of Beloit, and Rebecca S. Houseman LeMire, City Clerk for the City of Beloit, warrant that they have the legal authority to execute this Agreement on behalf of the CITY and to receive the consideration specified in it, and that neither they nor the CITY have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

19.2 Pam McCloud Smith, Executive Director of DCHS, warrants that she has the legal authority to execute this Agreement on behalf of DCHS and to receive the consideration specified in it, and that neither she nor DCHS have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF BELOIT**

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



**CITY OF БЕЛОIT**

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

**APPROVED AS TO FORM:**

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

I hereby certify that there are sufficient funds available to pay the liability incurred by the City of Beloit pursuant to this agreement.

By: \_\_\_\_\_  
Paul York, City Comptroller

**DANE COUNTY HUMANE SOCIETY**

By: \_\_\_\_\_  
Its: Executive Director  
Dated: \_\_\_\_\_

**SCHEDULE A**  
**REIMBURSEMENT FOR IMPOUND AND RABIES SERVICES**

**1.0 Maximum Costs.**

1.1 Pursuant to Section 1.0 of the Agreement, CITY agrees to pay DCHS for providing the services identified in Section 4.0 of the Agreement as follows:

1.1.1 Pursuant to paragraph 4.5 of the Agreement, CITY shall pay DCHS one admission fee of **\$55.60 (fifty- five dollars and sixty cents)** for each impounded animal admitted to DCHS that is not a communally housed animal. The admission fee includes an initial veterinary assessment. CITY shall pay DCHS an admission fee of **\$40.00 (forty dollars and no cents)** for each communally housed animal.

1.1.2 Pursuant to paragraph 4.5 of the Agreement, CITY shall pay DCHS **\$15.50 (fifteen dollars and fifty cents)** per day, per animal for the animal care services provided to impounded companion, large livestock, and exotic animals, and **\$5.00 (five dollars and no cents)** per day, per animal for the animal care services provided to impounded small livestock animals housed communally as well as other communally housed animals.

1.1.3 Pursuant to paragraphs 4.7.1 and 4.7.2 of the Agreement, CITY shall pay DCHS **\$15.50 (fifteen dollars and fifty cents)** per animal, per day for the 10-day isolation, veterinary monitoring and observation of dogs and cats suspected of being exposed to or infected with rabies.

1.1.4 Pursuant to paragraphs 4.7.1 and 4.7.2 of the Agreement, CITY shall pay DCHS **\$42.20 (forty-two dollars and twenty cents)** for each animal carcass that the DCHS prepares for rabies testing.

1.1.5 Pursuant to paragraph 4.6.2 of the Agreement, CITY shall pay DCHS a **\$100.00 (one hundred dollars and no cents)** penalty per animal, per day for impounded animals left in the care of DCHS beyond the period identified in paragraph 4.6.1.

1.1.6 Pursuant to paragraphs 4.5, 4.7.1, and 4.7.2, CITY shall pay DCHS **\$36.00 (thirty-six dollars and no cents)** for each impounded animal that is humanely euthanized and cremated by DCHS.

Exceptional veterinary services provided by non-DCHS staff will be billed to CITY on an as incurred basis at the rate charged DCHS. Admitting fees for ECA as incurred as part of paragraph 4.3 of the Agreement will be billed to CITY on an as incurred basis.

**2.0 Method of Payment.** CITY shall pay DCHS after DCHS makes a request for payment on a monthly billing statement, which shall be sent no later than the 10<sup>th</sup> day of each month subsequent to the delivery of services. The parties have agreed upon the form of billing statement to be used by DCHS in the form attached to this **Schedule A** as **Exhibit 1**. CITY shall pay the statement within ten (10) days of receipt thereof. The monthly billing statement shall identify the service provided and shall include the following additional information:

2.1 The name of the owner, the owner's last known address and phone number, the booking number and the kind of animal for which payment is sought (segregated by the four categories of "dog", "cat", "large livestock", "small livestock", and "other").

2.2 The number of custodial care days claimed for each animal identified in paragraph 2.1 of this **Schedule A**.

2.3 The number of rabies observation days claimed for each animal identified in 2.1 of this **Schedule A**.

2.4 The parties agree to work collaboratively to deliver more detailed information to provide the CITY the ability to easily audit the aggregate numbers referenced in 2.1, 2.2, and 2.3 of this **Schedule A**.

**3.0. Alternate Method of Payment.** Notwithstanding the agreed upon method of payment stated above, CITY may at its option refuse to advance all or a portion of any unearned payment otherwise due to the DCHS if CITY reasonably suspects any of the following:

3.1 DCHS has mismanaged any funds provided by CITY.

3.2 Funds in DCHS's possession are at risk of being seized by DCHS's creditors or other adverse interest.

3.3 DCHS appears incapable of maintaining itself as a going concern.

**4.0 Notice of Financial Instability.** DCHS shall give CITY immediate notice of any of the following events:

4.1 That DCHS is unable to meet its financial obligations to its employees, to the state or federal government, or to any creditor.

4.2 That DCHS has written a check drawn on insufficient funds.

4.3 That DCHS has received notice that it has been sued or that a lawsuit against DCHS.

4.4 That DCHS has filed for bankruptcy protection.

4.5 That DCHS has sustained or will sustain a loss for which it has insufficient financial resources.

4.6 Any other event that impedes DCHS's ability to perform under this agreement.

**5.0 Collection of Humane Officer and Animal Control Officer Fees Related to Impoundments and Costs for Impoundment and Rabies Related Services.**

DCHS shall provide CITY with all information in its possession regarding the owner(s) of the animals for which services are provided and the costs of the services provided by DCHS pursuant to this Agreement in order to assist CITY in its collection efforts against said owners. Such information shall be provided on a monthly basis as billed to the CITY in the form set forth in Section 2.0 of this **Schedule A**. The parties have agreed upon the form to be used in the reporting of all such information as set forth in the exemplar report attached to this **Schedule A** as **Exhibit 2**. CITY agrees that DCHS shall have no duty to collect funds for CITY.

**SCHEDULE A  
(EXHIBIT 1)**

**Invoice of Dane County Humane Society  
To City of Beloit for Services Rendered**

February 10, 2014

For services rendered January 1, 2014 – January 31, 2014

	# Animals	# Days of Care	Unit Cost	Extended Cost
Impounded Animals–Admitting				
Dogs	XXX		\$55.60	\$XXX
Cats	XXX		\$55.60	\$XXX
Other	XXX		\$55.60	\$XXX
Small Livestock	XXX		\$55.60	\$XXX
Large Livestock	XXX		\$55.60	\$XXX
Communally Housed	XXX		\$40.00	\$XXX
Impounded Animals–Custodial Care				
Dogs	XXX	XXX	\$15.50	\$XXX
Cats	XXX	XXX	\$15.50	\$XXX
Other	XXX	XXX	\$15.50	\$XXX
Small Livestock	XXX	XXX	\$5.00	\$XXX
Large Livestock	XXX	XXX	\$15.50	\$XXX
Impound Euthanasia	XXX		\$36.00	\$XXX
Rabies Observations–Custodial Care	XXX	XXX	\$15.50	\$XXX
Rabies–Test Preparation	XXX	XXX	\$42.20	\$XXX
Impound Penalties	XXX	XXX	\$100.00	\$XXX
Amount Due to DCHS under 2014 Contract				\$XXX

Please remit Amount Due no later than 10 (ten) days after receipt.

**SCHEDULE A  
(EXHIBIT 2)**

February 10, 2014

Admitted Impounded  
Animals Listing of  
Known Owners

For animals admitted January 1, 2014–January 31, 2014

Booking Number	Type of Animal	Owner Name	Owner's Address
xxxx	Dog	xxxxx	1234xxx
xxxx	Cat	xxxxx	1234xxx
xxxx	Other	xxxxx	1234xxx
xxxx	Livestock	xxxxx	1234xxx
xxxx	Dog	xxxxx	1234xxx
xxxx	Dog	xxxxx	1234xxx

## **SCHEDULE B**

### **REPORTS**

Costs billed by DCHS to the CITY will be paid with public funds. The parties acknowledge that as a custodian of public funds, the CITY has an interest understanding the expenses incurred by DCHS in providing services under this Agreement. With that understanding, DCHS agrees to provide CITY with the reports described below.

**1.0 Audited Financial Statements.** For each year services are provided under this Agreement, DCHS shall provide a copy of its audited financial statements to the CITY no later than 180 days after the end of the calendar year.

**RESOLUTION APPROVING 2014-2015 CONTRACT BETWEEN  
THE CITY OF БЕЛОIT AND ROCK COUNTY HUMANE SOCIETY, INC.  
AND AUTHORIZING EXECUTION THEREOF**

**WHEREAS**, the City of Beloit (hereinafter "City") has previously entered a stray or abandoned animal services agreement with Rock County Humane Society, Inc. (hereinafter "Humane Society"); and

**WHEREAS**, the current contract with Humane Society expires on December 31, 2013;  
and

**WHEREAS**, the attached 2014-2015 contract provides intake and care service by the Humane Society for stray or abandoned animals from the City of Beloit;

**WHEREAS**, the Beloit City Council finds that it is in the best interest of the City and its residents to contract with the Humane Society for such services.

**NOW, THEREFORE, BE IT RESOLVED** that the attached contract between the City of Beloit and the Rock County Humane Society, Inc. is hereby approved and the City Manager of the City of Beloit be, and he is hereby, authorized to execute the same and to do all other things necessary and appropriate to carry out the purposes hereof.

Adopted this 16<sup>th</sup> 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

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**Topic:** 2014-2015 Animal Contract between the City of Beloit and the Rock County Humane Society

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**Date:** December 16, 2013

**Presenter(s):** Captain William Tyler

**Department(s):** Police Department/ City Manager

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**Overview/Background Information:**

The Rock County Humane Society (RCHS) provided for stray animal shelter services to the City of Beloit in 2013. This was a significantly modified version of the services that they had previously provided to the city for more than ten years. This was due to the Police Department assuming a more active role in animal control responsibilities in the City of Beloit in 2013. The proposed contract with the RCHS is reflective of an evaluation of projected service levels in 2014 - 2015. This is a two year contract. Staff recommends approval.

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

1. RCHS is expanding our accessibility to their facility for after-hours drop-off by department staff
  2. RCHS is expanding their ability to accept some non-injured seized/owned animals from the City of Beloit
  3. These proposed changes stabilizes our cost projections for animal control related fees with RCHS
- 

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

The City of Beloit will continue to work with the City of Janesville and other communities in order to streamline any transports that are required to a shelter outside of Rock County. This policy supports the City's mission to collaborate with other jurisdictions and organizations to foster effective and efficient service delivery as set out in Goal #4 of the City Strategic Plan.

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

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

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

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**Action required/Recommendation:**

Approval of the 2014-2015 Stray Animal contract with the Rock County Humane Society.

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**Fiscal Note/Budget Impact:**

RCHS contract is in-line with our available funding for animal shelter related fees for 2014 - 2015. There is a fixed contract price of \$95,000 for services in 2014 and \$97,850 in 2015 for those services identified in the contract.



## Purchase of Services Agreement

**Contract Term:** January 1, 2014 through December 31, 2015  
**Municipality:** City of Beloit  
**Contact Person:** Captain Bill Tyler  
**Address:** 100 State Street, Beloit, WI 53511

**THIS SERVICE AGREEMENT** (the "Agreement") is made and entered by and between the City of Beloit ("Municipality"), a Wisconsin municipal corporation located at 100 State Street in Beloit, WI and Rock County Humane Society, Inc. ("RCHS"), a not-for-profit corporation located at 222 S. Arch Street in Janesville, WI.

### RECITALS

- 0.1 WHEREAS, the Municipality acquires stray or abandoned animals and is desirous of a proper place to keep such animals where they will receive humane care; and
- 0.2 WHEREAS, RCHS is an independent organization devoted, among other things, to the care of animals and has facilities to provide for proper care in a humane way for stray and abandoned animals.
- 0.3 WHEREAS, the Municipality desires to purchase services from RCHS for the care, treatment, and humane disposal of stray or abandoned animals located within the geographic limits of the Municipality; and
- 0.4 WHEREAS, at all times this Agreement shall be construed in a manner so as to maximize the welfare of the animals who are the subject hereof and who are cared for by RCHS pursuant to the terms of this Agreement; and
- 0.5 WHEREAS, the Municipality and RCHS's fiscal year runs from January 1 through December 31 of each calendar year; and
- 0.6 WHEREAS, RCHS is a "person" entering into a contract with a political subdivision as prescribed in Wis. Stat § 173.15(1) and hereby acknowledges its obligations under Wis. Stat, § 173.15(2) in relation to said contract; and
- 0.7 WHEREAS, the Municipality is vested with jurisdiction and has the authority and/or obligation to enforce: (i) Chapter 951 of the Wisconsin Statutes ("Crimes Against Animals"); (ii) Chapter 174 of the Wisconsin Statutes ("Dogs"); and (iii) Chapter 173 of the Wisconsin Statutes ("Animals; Humane Officers").

### AGREEMENT

Now, therefore, in consideration of the above Recitals it is agreed by parties as follows:

#### **1.0 SERVICES**

RCHS agrees to provide the services as outlined in this Agreement.

#### **2.0 COST**

In 2014, the Municipality shall pay a fee of \$95,000 for services detailed in this Agreement, invoiced monthly in twelve (12) equal payments. In 2015, the Municipality shall pay a fee of \$97,850 for services detailed in this Agreement,

invoiced monthly in twelve (12) equal payments. Charges for additional services shall be as specified elsewhere in this Agreement.

### **3.0 TERM OF AGREEMENT & OBLIGATIONS**

The term of this Agreement shall commence on January 1, 2014 and shall terminate on December 31, 2015, unless otherwise terminated by the parties pursuant to this Agreement. RCHS shall complete its service obligations under this Agreement no later than the termination date of this Agreement. The Municipality shall not be liable for any services performed by RCHS other than during the term of this Agreement. RCHS shall not be obligated to complete any services other than during the term of this Agreement.

### **4.0 DEFINITIONS**

As used in this Agreement, the following words shall have the meanings provided below:

**4.1 Abandoned Animal:** A companion animal left for any length of time without apparent provision for its food, water, or other care as reasonably necessary for the animal's health. An abandoned animal includes, but is not limited to, an animal owned by a known individual who, because of the owner's death, disability, incarceration, eviction or other like circumstance, is unable or unwilling to provide appropriate care for the animal. An abandoned animal also includes animals whose owners are unknown.

**4.2 Companion Animal:** Dogs, cats, rabbits, guinea pigs, hamsters, mice, ferrets, birds, fish, reptiles, amphibians, invertebrates, or any other species of domestic animal sold, transferred, or retained for the purpose of being kept as a household pet.

**4.3 Feral Cat:** A cat that is not domesticated or cultivated and has become wild. It is distinguished from a stray cat, which is a domesticated cat that has been lost or abandoned.

**4.4 Normal Business Hours:** Weekdays, Monday through Friday, 8:00 a.m. through 5:00 p.m. but does not include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

**4.5 Redemption:** The identification and verification of ownership of a stray or abandoned animal and the return of the animal to its owner.

**4.6 Stray:** A companion animal found wandering at large whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort.

**4.7 Unclaimed:** A companion animal that is found abandoned or stray whose owner has failed to redeem the animal.

### **5.0 DESCRIPTION OF SERVICES**

**5.1 Cooperation.** RCHS agrees to use commercially reasonable methods in working with all departments, agencies, employees, and officers of the Municipality and the employees and officers of the Rock County Health Department in providing the services described herein. The Municipality agrees to cooperate with RCHS in order to enable RCHS to provide the services described herein and in paying for such services.

**5.2 RCHS Personnel.** RCHS agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the Municipality. RCHS shall ensure that its personnel are instructed that they do not have any direct contractual relationship with the Municipality. The Municipality shall have no authority over any aspect of RCHS' personnel practices and policies and shall not be liable for actions arising from such policies and practices.

#### **5.3 Services for Admitting Stray or Abandoned Animals.**

5.3.01 This Agreement shall be limited to companion animals as that term is defined in section 4.0 of this Agreement.

- 5.3.02 RCHS agrees to accept stray or abandoned animals from the Municipality and from citizens who find stray or abandoned animals within the Municipality and to provide the animals with food, shelter, water, and humane care. RCHS agrees to keep animals for a minimum seven (7) days pursuant to the requirements of Chapter 173, Wis. Stats., or ten (10) days pursuant to section 95.21, Wis. Stats. unless otherwise authorized by statute or agreement with the Municipality.
- 5.3.03 RCHS will accept stray or abandoned animals during normal business hours as that term is defined in section 4.0 of this Agreement. If the Shelter will be closed on any other weekday RCHS shall notify the Municipality.
- 5.3.04 RCHS shall allow the Municipality access to a secure area for stray or abandoned animals outside of normal business hours via a law enforcement lock box.
- 5.3.05 RCHS staff may assist in picking up or transporting stray or abandoned animals during normal business hours for a \$100 service fee per call for such service. The service must be authorized by Captain Bill Tyler, or his designee, prior to the service being performed.
- 5.3.06 In the event that the Municipality requests RCHS to hold an animal for longer than the seven (7) day holding period for stray or abandoned animals, or the ten (10) day holding period for animals requiring quarantine (i.e. police evidence holds, seized animals, etc.), the Municipality shall notify RCHS in writing. The Municipality agrees to pay RCHS at the rate of \$20.00 per day beginning on the 8<sup>th</sup> day after an animal is admitted to RCHS as a stray or abandoned animal or the 11<sup>th</sup> day after being admitted if the animal is subject to quarantine. Notwithstanding the foregoing, RCHS may be obligated to continue to provide custodial care to an animal beyond the 7-day or 10-day holding period identified above, if required by court order. RCHS agrees to keep the animal until RCHS is otherwise directed by the Municipality's attorney. RCHS shall immediately notify the Municipality if RCHS is served with or provided a copy of a court order regarding an animal under its care pursuant to this Agreement. The Municipality agrees to reimburse RCHS at the rate of \$20.00 per day while the animal is in its custody pursuant to a court order.
- 5.3.07 RCHS shall require proof that the animal is currently immunized against rabies or require payment for a voucher for rabies vaccination before releasing a stray or abandoned animal to its legal owner.
- 5.3.08 Injured or ill animals shall be transported, if conditions require, to the Municipality's designated veterinary facility for assessment and/or treatment as such facility shall recommend. RCHS shall not authorize nor incur veterinary service expenses for stray or abandoned animals without prior written approval and agreement for reimbursement by the Municipality.
- 5.3.09 RCHS does not have a shelter veterinarian but will make every reasonable effort to treat minor medical conditions at the shelter at the expense of RCHS. RCHS will make a determination as to which animals need veterinary medical care and contact the Municipality for authorization of such care. The Municipality reserves the right to recover the animal and to deliver the animal to a veterinary clinic/hospital at its sole discretion.
- 5.3.10 RCHS will accept feral cats and direct such cats to alternate resources if possible. If alternate resources are not available, feral cats will not be held and will be euthanized.
- 5.3.11 RCHS shall keep current and accurate records in compliance with Chapter 173, Wis. Stats. and agrees to make such records available for inspection by the Municipality at all reasonable times.
- 5.3.12 RCHS shall submit an itemized statement to the Municipality no later than 30 days following the last day of the billable month, and the Municipality agrees to remit payment within 30 days of receipt of the invoice. In the event that a fee is disputed, the Municipality is responsible for payment in full while the accuracy of the billing is verified. Any disputes upheld will be credited on the next month's statement. The parties agree to, as expeditiously as possible, resolve the dispute as promptly as possible and without undue delay.

5.3.13 RCHS agrees to provide the following information to the Municipality regarding animals that are 1) admitted to RCHS and 2) redeemed by the animal's legal owner. Notification will accompany the monthly billing statement.

(a) Received by RCHS

1. RCHS Animal Identification Number
2. Date admitted to RCHS
3. Animal type (i.e. dog, cat, etc)
4. How animal was received (citizen or police drop off)
5. Name of person dropping off animal
6. Address of person dropping off animal
7. Phone number of person dropping off animal
8. Location where animal was found

(b) Redeemed by legal owner

1. RCHS Animal Identification Number
2. Date redeemed by owner
3. Name of owner
4. Address of owner
5. Phone number of owner
6. Animal type (i.e. dog, cat, etc)
7. Vaccination status of animal (shots or voucher purchased)

**5.4 Services for the Care of Stray or Abandoned Animals.** RCHS shall provide care for animals subject to this agreement in a way that it deems in its professional judgment are in the best interest of the animal and the shelter environment in which the animal is held.

5.4.1 Custodial care shall include for each animal cared for under the terms of this Agreement, the provision of: (i) adequate food and water to maintain the animal's health; (ii) daily health check and appropriate vaccines, medications, and testing; and (iii) adequate shelter as required by §951.14, Wis. Stats.

5.4.2 Redemption services shall include all reasonable attempts to identify, locate, make contact with, and provide written notice to an animal's owner in order to arrange for either the surrender of the animal or the return of the animal to its owner. Said efforts will be made within the statutory 7-day holding period. Notwithstanding the foregoing, the parties acknowledge that the owners of some stray and/or abandoned animals are never known or even identified such that RCHS' ability to find the owner may be a legal impossibility.

5.4.3 The decision to euthanize an animal shall be within the sole and absolute discretion of RCHS. RCHS agrees to abide by the applicable statutory holding periods before euthanizing any animal governed thereby.

## **6.0 TERMINATION OF AGREEMENT**

**6.1 Termination; No Cause.** Either party may terminate the Agreement, for any reason, at any time upon 90 days' written notice to the other party.

**6.2 Immediate Termination for Cause.** The following shall constitute grounds for immediate termination by the non-breaching party:

6.2.1 RCHS' violation of any State, Federal or local law, or failure by RCHS to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.

6.2.2 RCHS' failure to carry applicable licenses or certifications as required by law.

6.2.3 RCHS' failure to comply with its reporting requirements contained in section 5.3.11 of this Agreement.

6.2.4 The Municipality's failure to pay RCHS the monthly payment as invoiced within 30 days of receipt of said invoice.

## **7.0 INSURANCE AND INDEMNIFICATION.**

**7.1 Indemnification of the Municipality.** RCHS shall indemnify, hold harmless and defend the Municipality, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which the Municipality, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of RCHS furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the Municipality, its agencies, boards, commissions, officers, employees or representatives. The obligations of RCHS under this paragraph shall survive the expiration or termination of this Agreement.

**7.2 Insurance.** In order to protect itself and the Municipality, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, RCHS shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance. RCHS shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. In the event any action, suit or other proceeding is brought against the Municipality upon any matter herein indemnified against, the Municipality shall give reasonable notice thereof to RCHS and shall cooperate with RCHS' attorneys in the defense of the action, suit or other proceeding.

## **8.0 ASSIGNMENT/TRANSFER.**

RCHS shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of the Municipality provided that claims for money due or to become due RCHS from the Municipality under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to RCHS shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. RCHS shall promptly provide notice of any such assignment or transfer to the Municipality.

## **9.0 NO WAIVER BY PAYMENT OR ACCEPTANCE.**

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by the Municipality of any breach of the covenants of this Agreement or a waiver of any default of RCHS and the making of any such payment or acceptance of any such service or product by the Municipality while any such default or breach shall exist shall in no way impair or prejudice the right of the Municipality with respect to recovery of damages or other remedy as a result of such breach or default.

## **10.0 INVOICING.**

RCHS agrees to create such invoices as are required for proper billing detail. With respect to such invoices, it is understood that time is of the essence and that the failure of RCHS to comply with the time limits set forth may result in the withholding of payments by Municipality otherwise due RCHS under the terms of this Agreement.

## **11.0 DISCRIMINATION PROHIBITED**

The undersigned will not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. In the event any

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

**12.0 AFFIRMATIVE ACTION.**

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

**13.0 WARRANTY OF CAPACITY TO EXECUTE AND COMPREHENSION OF DOCUMENT**

The undersigned warrants that s/he has the legal authority to execute this Agreement on behalf of the Municipality and/or RCHS and to receive the consideration specified in it, and that neither s/he nor RCHS have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

This Agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this Agreement, and it supersedes and replaces any and all prior contemporaneous agreements and understandings, oral or written, in connection therewith, between the parties hereto. This Agreement may be modified only upon written consent of the parties hereto.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF БЕЛОIT**

**ROCK COUNTY HUMANE SOCIETY**

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

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

ATTEST:

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

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

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

APPROVED AS TO FORM:

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

I hereby certify that there are sufficient funds available to pay the liability incurred by the City of Beloit pursuant to this agreement.

By: \_\_\_\_\_  
Paul York, City Comptroller

**RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE  
GENERAL FUND CONTINGENCY RESERVE ACCOUNT**

**WHEREAS**, the City of Beloit adopted the 2013 Operating Budget on November 5, 2012, which appropriated funds for the operating costs of the City Attorney and Fire Departments, and;

**WHEREAS**, during fiscal year 2013 unanticipated expenditures that were not budgeted have occurred in the operations of these departments due to legal expenses and overtime, and;

**WHEREAS**, the Budget for fiscal year 2013 provides funding for such unanticipated expenditures through a \$200,000 general fund contingency reserve account, and;

**WHEREAS**, the balance in the contingency reserve account can provide funding needed for these unanticipated expenditures and a budget adjustment is recommended to transfer these contingency funds to the budgets of the City Attorney and Fire Departments.

**NOW, THEREFORE, BE IT RESOLVED** that the 2013 Annual Operating Budget be amended to provide funding for unanticipated expenses due to the costs associated with legal services and overtime.

**BE IT FURTHER RESOLVED** that a transfer of funds from the General Fund Contingency Reserve Account is authorized as follows:

**FUNDING SOURCES:**

Contingency Reserve Account  
01611901-5244

(\$168,595)

**EXPENDITURES:**

		<u>Original Budget</u>	<u>Amended Budget</u>	<u>Difference</u>
<u>City Attorney</u>				
01520000-5254	Legal Services	\$10,000	\$60,000	\$50,000
<u>Fire Department</u>				
01666100-5240	Contractual Services	\$0	\$85,000	\$85,000
	Professional			
01666300-5240	Overtime	\$281,880	\$315,475	<u>\$33,595</u>
Total				<u>\$168,595</u>



Dated at Beloit, Wisconsin, this 16<sup>th</sup> day of December 2013.

---

Charles M. Haynes,  
President of the Council

ATTEST:

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Rebecca Houseman LeMire,  
City Clerk

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Transfer of funds from the General Fund Contingency Reserve

**Date:** December 16, 2013

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

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**Overview/Background Information:** Each year the city includes in its general fund budget a contingency reserve to provide funding for emergencies and unanticipated expenses. The 2013 budget includes \$200,000 for such purposes. During 2013, unanticipated expenditures that were not budgeted have occurred in the operations of the City Attorney and Fire departments. In the City Attorney budget, the costs for outside legal services exceeded the original budgeted amount by \$50,000. The reason was due to several property tax appeals cases that occurred in 2013. The Fire Department incurred additional costs associated with the hiring grievance and overtime totaling \$118,595.

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

1. As part of the approved 2013 General Fund Budget, a contingency reserve account in the amount of \$200,000 was established to fund emergencies and unanticipated expenses.
2. The City Attorney and Fire departments have incurred unanticipated expenditures during the year for outside legal services and overtime totaling \$168,595.

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

N/A

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

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

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

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**Action required/Recommendation:** Staff recommends the transfer of \$168,595 from the general fund contingency reserve which includes a transfer to the City Attorney department of \$50,000 for legal services and Fire department of \$118,595 for legal services and overtime.

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**Fiscal Note/Budget Impact:** The General Fund contingency reserve account is included in the Budget for the purpose of funding unanticipated expenditures that occur during the year.

**RESOLUTION DECLARING DOUBTFUL ACCOUNTS,  
AUTHORIZING AMOUNTS TO BE WRITTEN OFF,  
AND RECEIVING AND FILING THE 2013  
REPORT OF THE COMPTROLLER**

**WHEREAS**, the City's adopted administrative policy governing delinquent accounts and their write-off requires the City Council to review and approve any doubtful accounts that exceed \$5,000 which are deemed to be uncollectible; and,

**WHEREAS**, the City Treasurer recommends the following account be written-off as uncollectible due to bankruptcy; and,

**WHEREAS**, consistent with this policy, the Comptroller (Finance and Administrative Services Director), City Attorney and the City Manager recommend that the following account is uncollectible and the amount due should be written-off the City's books.

**NOW THEREFORE BE IT RESOLVED** the City Council declares the following delinquent account as uncollectible.

<b><u>Delinquent Account Write-Offs</u></b>		
<b><u>Name</u></b>	<b><u>Location</u></b>	<b><u>Amount</u></b>
McNight Excavating, Inc.	6641 N. Kennedy Rd., Milton, WI	<u>\$9,194.26</u>
	<b>Total</b>	<u>\$9,194.26</u>

**BE IT FURTHER RESOLVED** that the City Council authorizes the account and amount due to be written-off as uncollectible.

**BE IT FURTHER RESOLVED** the City Council does receive and file the Comptroller's report for 2013 reporting the accounts declared doubtful or written off that exceed \$5,000.

Adopted this 16th day of December 2013

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Charles M. Haynes,  
City Council President

ATTEST:

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Rebecca Houseman LeMire,  
City Clerk

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Declaration and Write-off of Doubtful Accounts

**Date:** December 16, 2013

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

**Department(s):** Finance and Administrative Services

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**Overview/Background Information:**

The City's Administrative Policy for Doubtful Accounts and Accounts Written-off requires the City Comptroller (Finance, and Administrative Services Director) to annually present to the City Council any accounts \$5,000 or more that are considered doubtful accounts and should be written off as uncollectible. The City Treasurer is recommending the write-off of an account in the name of McNight Excavating, Inc. in the amount of \$9,194.26. Due to their filing for bankruptcy, the amount due is no longer collectable. All reasonable efforts to collect the delinquent account have been exhausted and in accordance with the City's policy the account is considered to be a doubtful account and should be written-off as uncollectible. This account is listed with the city's collection agency for additional follow-up. The account was originally billed for water connection services associated with the new O'Reilly Auto Supply store on Milwaukee Rd.

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

1. This write-off is consistent with the adopted city policy and Governmental Accounting Standards.
2. Additional efforts to collect the amounts due will further add to the city's expense.

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

N/A

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

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

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

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**Action required/Recommendation:**

Staff recommends Council adoption of the Resolution authorizing the write-off of these doubtful accounts.

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**Fiscal Note/Budget Impact:**

These write-offs are not expected to have any adverse fiscal impact to the City.