



**AGENDA
BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, February 17, 2014**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
 - a. **Certificate of Appreciation** recognizing Mr. Tod Clarey and Mr. James Hoey from Beloit Memorial High School for their extra effort to encourage student interest in community affairs and local government (Spreitzer)
 - b. **State of the City Report** (Haynes)
4. PUBLIC HEARINGS
 - a. Resolution authorizing a **Conditional Use Permit** to allow a Vehicle Repair use in a C-3, Community Commercial District, for the property located at 1420 Division Street (Christensen) Plan Commission recommendation for approval 5-0
 - b. Proposed Ordinance amending the **Zoning District Map** of the City of Beloit to change zoning district classification of the property located at 2508 Milwaukee Road from C-1, Office District, to PLI, Public Lands and Institutions District (Christensen) Plan Commission recommendation for approval 5-0
First reading, suspend rules for Second reading
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 February 3, 2014 (LeMire)
 - b. Application for **Class “A” Beer and “Class A” Liquor License** for Guzman’s Supermarket, LLC, d/b/a Piggly Wiggly, located at 1827 Prairie Avenue, Miguel Guzman Sr., Agent (LeMire) Refer to ABLCC
 - c. Application for a **Class “B” Beer and “Class B” Liquor License** for D&D Buck, LLC, d/b/a Bucky’s Bunker, located at the Krueger Haskell Golf Course, 1611 Hackett Street, Daniel B. Bucholtz, Agent (LeMire) Refer to ABLCC
 - d. Proposed **Zoning Text Amendment** to amend Section 5-408 of the Zoning Ordinance, Chapter 19 of the Code of General Ordinances of the City of Beloit relating to

Designated Floodplain Maps (Kerry Ingredients) (Christensen)
Refer to Plan Commission

- e. Proposed **Zoning Text Amendment** to create Section 5-202(b)(11) of the Zoning Ordinance, Chapter 19 of the Code of General Ordinances of the City of Beloit relating to Contractor Offices and Storage Yards in the DH, Development Holding District (Christensen) Refer to Plan Commission
- f. Application for **Conditional Use Permit** to allow Office uses in the CBD-1, Central Business District – Core, for the property located at 430 E. Grand Avenue (Phoenix Building) (Christensen) Refer to Plan Commission
- g. Resolution approving **Class “B” Beer and “Class B” Liquor License** for Pitchers Mound LTD, LLC, d/b/a Pitchers Mound, located at 2745 Prairie Avenue, Robert Lee Lewis, Agent (LeMire) ABLCC recommendation for approval 7-0
- h. Resolution approving a **Change of Agent** for Walgreen Co., d/b/a Walgreens #12136, located at 910 Broad Street, from Brenda Neumann, to Jennifer Boyle (LeMire) ABLCC recommendation for approval 7-0

7. ORDINANCES

- a. Proposed Ordinance (Substitute Amendment #1) to amend Section 15.06(4)(b)1 of the Code of General Ordinances of the City of Beloit relating to **Alcohol Consumption and Possession** on Streets and other Public Places (Casper) Second reading

8. APPOINTMENTS

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

10. CITY MANAGER'S PRESENTATION

- a. Annual **Landmarks Commission Report** – 2013 (Alex Blazer, Chairperson)

11. REPORTS FROM BOARD AND CITY OFFICERS

- a. Resolution approving **Clubhouse Food and Beverage Operating Agreement** for Krueger-Haskell Municipal Golf (Ramsey)
- b. Resolution approving **Arbitration Award** to the International Association of Firefighters, Local Union #583, amending the 2014 Budget and authorizing an Appropriation (Arft)

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: February 12, 2014
Rebecca Houseman LeMire
City of Beloit City Clerk
<http://www.ci.beloit.wi.us>

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

**RESOLUTION
AUTHORIZING A CONDITIONAL USE PERMIT
TO ALLOW VEHICLE REPAIR IN THE
C-3, COMMUNITY COMMERCIAL DISTRICT,
FOR THE PROPERTY LOCATED AT 1420 DIVISION STREET**

WHEREAS, the application of William Eggers for a Conditional Use Permit to allow vehicle repair in the C-3, Community Commercial District, for the property located at 1420 Division Street, having been considered by the City Council of the City of Beloit, Wisconsin at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication on file in the office of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Beloit, Rock County, Wisconsin does hereby grant a Conditional Use Permit to allow vehicle repair in the C-3, Community Commercial District, for the property located at 1420 Division Street in the City of Beloit, for the following described premises:

Lot 4, Block 3 of Harpers Little Farms and North ½ of Lot 5, Block 3 of Harpers Little Farms, all situated in the City of Beloit, County of Rock, State of Wisconsin (a/k/a 1420 Division Street). Said parcel contains 1.3012 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 vehicle repair within the existing rear building, but vehicle repair may not occur outside of the building.
2. Junk vehicles (as defined in Chapter 7) shall not be stored outside.
3. Vehicles may not be sold on site unless the applicant obtains an auto dealer's license from the State of Wisconsin.
4. The applicant shall provide at least 20 parking stalls and shall stripe the lot in accordance with Section 8-112 of the Zoning Ordinance.
5. Prior to issuance of Building Permits for this project, the applicant shall submit detailed site & architectural plans for Planning staff review and approval.
6. The applicant shall work with Alliant Energy concerning the disconnection of the gas and electric facilities prior to demolishing the front building.
7. The front building shall be demolished by August 1, 2014.
8. 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 17th day of February, 2014.

BELOIT CITY COUNCIL

Charles M. Haynes, Council President

ATTEST:

Rebecca Houseman LeMire, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Conditional Use Permit Application for the property located at 1420 Division Street

Date: February 17, 2014

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

William Eggers has filed an application for a Conditional Use Permit to allow vehicle repair in a C-3, Community Commercial District, for the property located at 1420 Division Street.

Key Issues (maximum of 5):

- This property currently has two buildings on site. The applicant plans to demolish the front (east) building and convert the back building into a full-scale repair shop. The applicant has combined the subject property at 1420 Division Street with the adjacent lot, 1412 Division Street, to allow for a planned addition to the south side of the building. Vehicle repair is a conditional use in a C-3 district.
- Various site renovations have been proposed, including the addition of garage doors to the building, updating the façade, and the creation of a parking lot and landscaping. Site Plan Review will be done upon approval of this permit
- The Plan Commission reviewed this item on February 5, 2014 and voted unanimously (5-0) to recommend approval of the Conditional Use Permit, subject to 8 conditions of approval.

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

- Consideration of this request supports Strategic Goal #5.

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

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

Action required/Recommendation:

- 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: February 5, 2014

Agenda Item: 6

File Number: CU-2014-02

Applicant: William Eggers

Owner: William & Michelle Eggers

Location: 1420 Division Street

Existing Zoning: C-3, Community
Commercial District

Existing Land Use: Vacant Building

Total Area: 0.8688 Acre

Request Overview/Background Information:

William Eggers has filed an application for a Conditional Use Permit to allow vehicle repair in a C-3, Community Commercial District, for the property located at 1420 Division Street.

Key Issues:

- This property currently has two buildings on site. The applicant plans to demolish the front (east) building and convert the back building into a full-scale repair shop. The applicant has combined the subject property at 1420 Division Street with the adjacent lot, 1412 Division Street, to allow for a planned addition to the south side of the building. Vehicle repair is a conditional use in a C-3 district.
- Various site renovations have been proposed, including the addition of garage doors to the building, updating the façade, and the creation of a parking lot and landscaping. Site Plan Review will be done upon approval of this permit.
- The attached **Location & Zoning Map** shows the location of the subject property and the underlying zoning of the surrounding area. The adjacent zoning and land uses are as follows:
 - North: C-3, Community Commercial District; Mini Warehouse
 - South: C-3, Community Commercial District; Landscaping Sales/Services
 - East: R-1A, Single-Family Residential District; Residential
 - West: R-1A, Single-Family Residential District; Residential
- Section 8-103 of the Zoning Ordinance requires vehicle repair uses to provide 4 off-street parking stalls per service bay. Planning staff is recommending a condition of approval that will require the applicant to provide a minimum of 20 parking stalls.
- The City's Review Agents have reviewed this application and have the following comments:
 - Engineering has concerns about the development of the site. These issues will be addressed during Site Plan Review. Engineering has no issue with the proposed use.
 - Alliant Energy would like sufficient notice given from the applicant prior to demolition of the front building to disconnect the gas and electric facilities.
 - No other comments or concerns were submitted.
- The attached Public Notice was sent to 17 nearby property owners. Staff has received one comment from a neighbor concerning storm water management for the site. This will be addressed during Site Plan Review.
- **Findings of Fact**

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

 - a. *Whether the establishment, maintenance, or operation of the conditional use will be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;*
 - Subject to certain conditions of approval and Site Plan Review, the proposed conditional use will not be detrimental to or endanger public health, safety, or welfare.
 - b. *Whether the conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted;*
 - The proposed use is compatible with the surrounding property uses.
 - c. *Whether the conditional use will substantially diminish or impair property values within the neighborhood of the subject property;*
 - The occupancy and improvement of the subject property is expected to have a positive impact upon property values in the area.
 - d. *Whether the establishment of the conditional use will impede the normal and orderly development and improvement of the surrounding property;*
 - The establishment of the conditional use will not impede nearby development, so long as the site is repaired/upgraded as recommended by staff.
 - e. *Whether the exterior architectural design or site layout of the proposed conditional use is so dissimilar*

or otherwise incompatible with existing or proposed development in the immediate neighborhood that it will cause a depreciation in property values;

- The proposed site layout changes will be a positive enhancement of the site. Planning staff will review any exterior alterations during the Architectural Review process to ensure compatibility with the neighborhood.
- 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 existing street network is capable of handling any additional traffic generated by the conditional use.
- 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 City's Comprehensive Plan recommends Community Commercial Uses for the subject property. 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 vehicle repair in the C-3, Community Commercial District, for the property located at 1420 Division Street, based on the above Findings of Fact and subject to the following conditions:

1. This Conditional Use Permit authorizes vehicle repair within the existing rear building, but vehicle repair may not occur outside of the building.
2. Junk vehicles (as defined in Chapter 7) shall not be stored outside.
3. Vehicles may not be sold on site unless the applicant obtains an auto dealer's license from the State of Wisconsin.
4. The applicant shall provide at least 20 parking stalls and shall stripe the lot in accordance with Section 8-112 of the Zoning Ordinance.
5. Prior to issuance of Building Permits for this project, the applicant shall submit detailed site & architectural plans for Planning staff review and approval.
6. The applicant shall work with Alliant Energy concerning the disconnection of the gas and electric facilities prior to demolishing the front building.
7. The front building shall be demolished by August 1, 2014.
8. 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, Photos, Application, Site Sketch, Public Notice, and Mailing List.

Location & Zoning Map

1420 Division Street



CU-2014-02



1 inch = 97 feet



Legend

-  COB Parcels
-  Zoning District

Map prepared by: Stephanie Hummel
Date: January 2014
For: City of Beloit Planning & Building Services
Date of Aerial Photography: March 2011

PLANNING & BUILDING SERVICES DIVISION



Front Building to be Demolished



Back Building to be Renovated

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-2014-02

1. Address of subject property: 1420 Division St.
2. Legal description: L4 Blk 3 Harpers Little Farms, Beloit, WI

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

Property dimensions are: 190.12 feet by 298.5 feet = 56,751 square feet.

If more than two acres, give area in acres: .8088 acres.

3. Tax Parcel Number(s): 20612760510 20612760505 (.4324)

4. Owner of record: William + Michelle Eggers Phone: 608-289-3699
1017 Division St. Beloit WI 53511
(Address) (City) (State) (Zip)

5. Applicant's Name: William Eggers

SAA

(Address)

(City)

(State)

(Zip)

(Office Phone #)

(Cell Phone #)

(E-mail Address)

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

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

A Conditional Use Permit for: auto repair

in a(n) C3 Zoning District.

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

Principal use: Auto + tire repair/service

Secondary use: _____

Accessory use: _____

9. Project timetable: Start date: 2/1/14 Completion date: 9/1/14

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

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

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

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

[Signature] / William Eggers / 1-4-14
(Signature of Owner) (Print name) (Date)

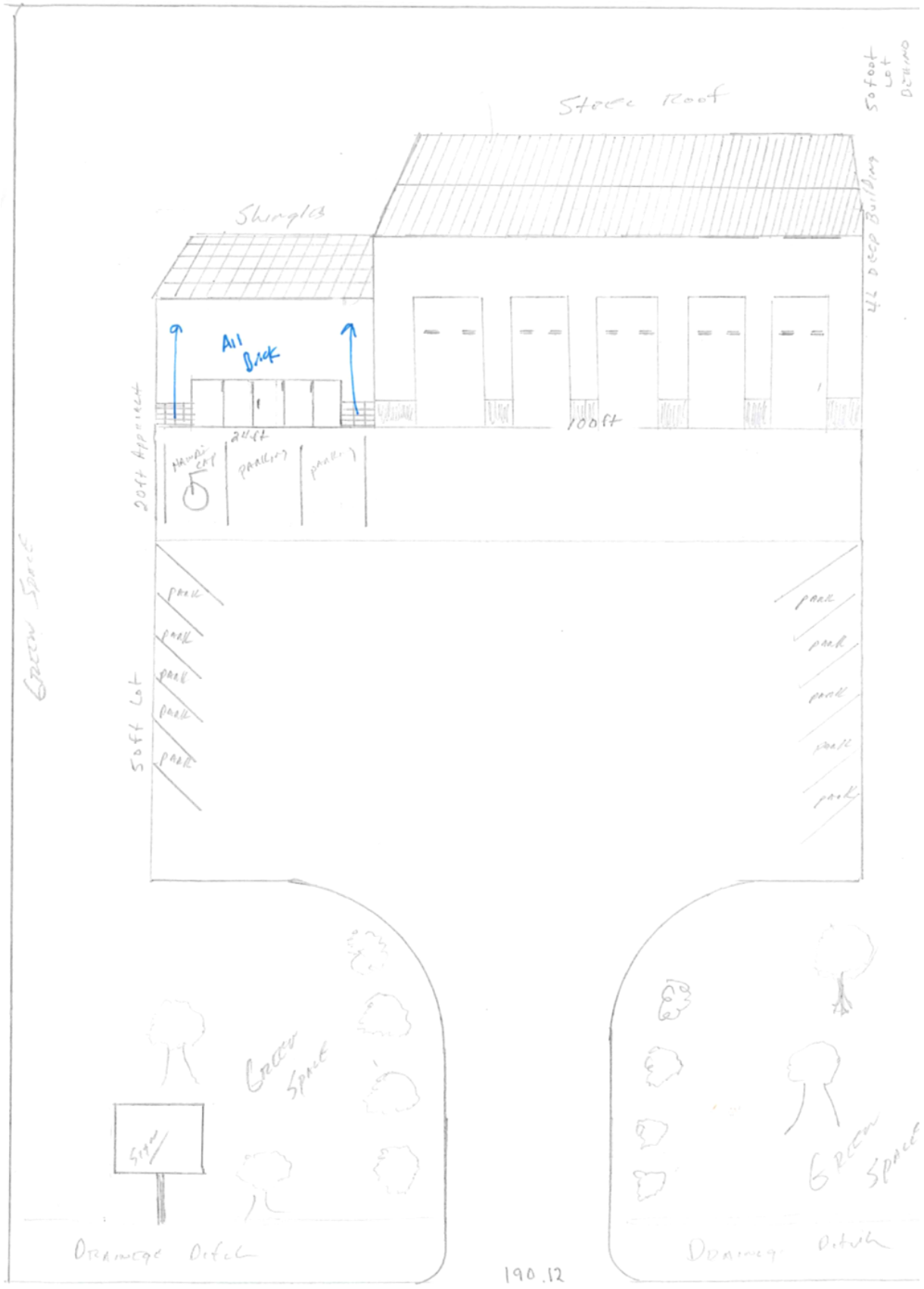
_____/_____/_____
(Signature of Applicant, if different) (Print name) (Date)

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: 2/5/2014
No. of notices: _____ x mailing cost (\$0.50) = cost of mailing notices: \$ _____
Application accepted by: [Signature] Date: 1/6/14





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

Equal Opportunity Employer

NOTICE TO THE PUBLIC

January 24, 2014

To Whom It May Concern:

William Egger has filed an application for a Conditional Use Permit to allow vehicle repair in a C-3, Community Commercial District, for the property located at:

1420 Division Street.

This property currently has two buildings on site. The applicant plans to demolish the front (east) building and convert the back building into a full-scale repair shop. The applicant has also planned an addition on the south side of the building.

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

City Plan Commission: Wednesday, February 5, 2014, 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, February 17, 2014, 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. Comments will be accepted via telephone, email, and U.S. Mail.

LONNIE TRUE
1357 BITTEL ST
BELOIT, WI 535114007

JEFFERY ADLEMAN
P O BOX 598
SOUTH BELOIT, IL 61080

TIMOTHY & SYLVIA COTTER
1359 BITTEL ST
BELOIT, WI 535114007

JAMES & HELEN NEHLS
1349 DIVISION ST
BELOIT, WI 53511

DBA TOMS ROCK & READY THOMAS C
LARSON
2303 NORTH ST
BELOIT, WI 53511

WILLIAM MCDONALD
1411 BITTEL ST
BELOIT, WI 53511

EFREN & MARIA A VARGAS
5954 S KIDARE AVE
CHICAGO, IL 60629

CHARLENE MCCONNELL
1351 DIVISION ST
BELOIT, WI 53511

JANE HELSELL
1353 DIVISION ST
BELOIT, WI 53511

WILLIAM J & MICHELLE R EGGERS
1017 DIVISION ST
BELOIT, WI 53511

KENNETH L & BARBARA J CLIFFE
1421 BITTEL ST
BELOIT, WI 53511

THE MOUSE TAVERN INC
1408 MADISON RD
BELOIT, WI 535114042

WAYNE A & DENA J JACOBSEN
1445 DIVISION ST
BELOIT, WI 53511

JEFFREY B ADLEMAN REVOCABLE
TRUST OF 2010
P O BOX 598
SOUTH BELOIT, IL 61080

DARRYL ADDAMS
1431 BITTEL ST
BELOIT, WI 535114009

DAVID A & JEANINE K FROEBER
10548 S SMYTHE SCHOOL RD
BELOIT, WI 53511

JACQUALIN CHAMPLIN
1441 BITTEL ST
BELOIT, WI 535114009

STEPHEN ASMANN
2210 WHIPPLE ST
BELOIT, WI 53511

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 2508 Milwaukee Road, is hereby changed from C-1, Office District to PLI, Public Lands & Institutions District:

Part of the SE ¼ of the NE ¼, Township 1 North, Range 13 East of the 4th PM, Commencing at an iron pipe at the East ¼ corner of said Section 30, thence North 89°20' West along the East and West, all situated in the City of Beloit, County of Rock, State of Wisconsin (also known as 2508 Milwaukee Road, parcel number 23021500). Said parcel contains 1.7421 acres, more or less.

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

Adopted this 17th day of February, 2014.

City Council of the City of Beloit

Charles M. Haynes, Council President

Attest:

Rebecca Houseman LeMire, City Clerk

Published this ____ day of _____, 2014

Effective this ____ day of _____, 2014

01-611100-5231-_____

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Zoning Map Amendment Application for the property located at 2508 Milwaukee Road

Date: February 17, 2014

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

The School District of Beloit has submitted an application for a Zoning Map Amendment to change the zoning district classification from C-1, Office District to PLI, Public Lands & Institutions District, for the property located at 2508 Milwaukee Road.

Key Issues (maximum of 5):

- The applicant recently acquired the subject property with the intent of constructing a new intermediate school, along with parking lots, athletic fields, and related facilities. In December 2013, three neighboring properties were rezoned to PLI and the Future Land Use Map was amended to reflect this intent.
- The Comprehensive Plan's Future Land Use Map recommends Institutional & Community Service uses for the subject property.
- The PLI district is a special purpose district that is intended to accommodate major public and quasi-public uses.
- If the request to rezone the subject property is approved by the City Council, the applicant will need to submit detailed site & architectural plans for Planning staff review and approval.
- The Plan Commission reviewed this item on February 5, 2014 and voted unanimously (5-0) to recommend approval of this Zoning Map Amendment.

Consistency with Comprehensive Plan and Strategic Plan:

The Comprehensive Plan recommends Institutional & Community Service uses for the subject property. This proposed Zoning Map Amendment is consistent with the Comprehensive Plan, as required by Section 66.1001(3) of Wisconsin Statutes.

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

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

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

Action required/Recommendation:

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

Fiscal Note/Budget Impact: N/A

Attachments: Ordinance and Staff Report to the Plan Commission

CITY OF БЕЛОIT

REPORT TO THE БЕЛОIT CITY PLAN COMMISSION



Meeting Date: February 5, 2014

Agenda Item: 5

File Number: ZMA-2014-01

Applicant: School District of Beloit

Owner: School District of Beloit

Location: 2508 Milwaukee Road

Current Zoning: C-1, Office District

Existing Land Use: Single-Family

Total Area: 1.7421 Acres

Proposed Zoning: PLI, Public Lands
& Institutions District

Residential, Rental

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 C-1, Office District, to PLI, Public Lands & Institutions District, for the property located at 2508 Milwaukee Road.

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

- North: R-1A, Single-Family Res. District & R-2, Two-Family Res. District; Single- and Two-Family Dwellings
- South: PLI, Public Lands/Institutional; Single-Family Res. and Vacant Land
- East: PLI, Public Lands/Institutional; Single-Family Res. and Vacant Land
- West: C-1, Office District; Church Campus

The subject property is located in the WPO, Wellhead Protection Overlay District and MRO, Milwaukee Road Overlay District. These overlay districts will not be affected by this proposed Zoning Map Amendment. The Zoning Ordinance directs the Plan Commission to hold a hearing and make a recommendation regarding a Zoning Map Amendment when the specific site and context are suitable for the uses permitted in the proposed zoning district.

Key Issues:

- The applicant recently acquired the subject property with the intent of constructing a new intermediate school, along with parking lots, athletic fields, and related facilities. In December 2013, three neighboring properties were rezoned to PLI and the Future Land Use Map was amended to reflect this intent.
- The Comprehensive Plan's Future Land Use Map recommends Institutional & Community Service uses for the subject property.
- The PLI district is a special purpose district that is intended to accommodate major public and quasi-public uses.
- If the request to rezone the subject property is approved by the City Council, the applicant will need to submit detailed site & architectural plans for Planning staff review and approval.
- Planning staff mailed the attached Public Notice to the owners of nearby properties. As of this writing, staff has not received any comments.
- 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;*
 - The proposed PLI district and school campus are compatible with the medical offices to the east and the church campus to the west.
 - b. *The zoning classification of property within the general area of the subject property;*
 - The subject property will be an expansion of the PLI zoning district to the east. The uses allowed in the PLI zoning district are compatible with the uses in the surrounding C-1 zoning districts.
 - c. *The suitability of the subject property for the uses permitted under the existing zoning classification;*
and
 - The subject property is suitable for the uses permitted under the existing zoning classification.

- d. *The trend of development and zoning map amendments in the general area of the subject property.*
- The properties located at 2554, 2570, and 2600 Milwaukee Road were rezoned to PLI on January 6, 2014. The Milwaukee Road corridor has experienced increased development pressure during the past few years, including the recently opened medical office, and several commercial developments are under construction in the 2700 & 2800 blocks of Milwaukee Road. In addition, several businesses in the industrial park along Office Park Lane and Kennedy Drive have recently expanded and more will be expanding within the next year.

Consistency with Comprehensive Plan and Strategic Plan:

The Comprehensive Plan recommends Institutional & Community Service uses for the subject property. This proposed Zoning Map Amendment is consistent with the Comprehensive Plan, as required by Section 66.1001(3) of Wisconsin Statutes.

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

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

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

Staff Recommendation:

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 C-1, Office District, to PLI, Public Lands & Institutions District, for the property located at 2508 Milwaukee Road.

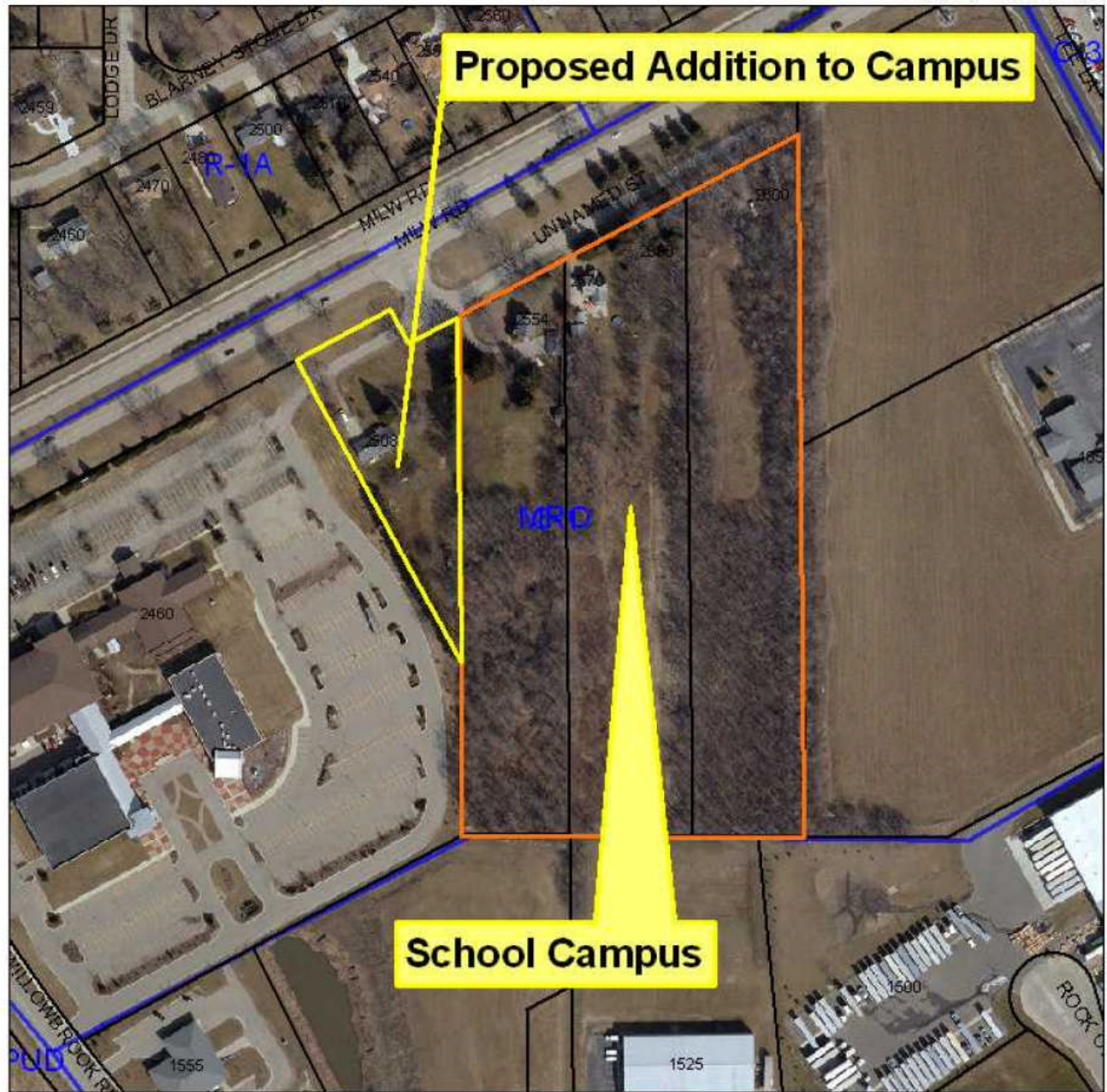
Fiscal Note/Budget Impact: N/A

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

Location & Zoning Map

2508 Milwaukee Road



ZMA-2014-01



1 inch = 219 feet



Legend

-  COB Parcels
-  Zoning District

Map prepared by: Stephanie Hummel
Date: January 2014
For: City of Beloit Planning & Building
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-2014-01

1. Address of subject property: 2508 Milwaukee Rd, Beloit, WI 53511

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

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

Property dimensions are: _____ feet by _____ feet = _____ square feet.

If more than two acres, give area in acres: 1.7421 acres.

See Attached

3. Tax Parcel Number(s): 23021500

4. Owner of record: School District of Beloit Phone: 608-361-4015

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

5. Applicant's Name: School District of Beloit

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

608-361-4015 / _____ ijmarotz@sdb.k12.wi.us
(Office Phone #) (Cell Phone #) (E-mail Address)

6. THE FOLLOWING ACTION IS REQUESTED:

Change zoning district classification from: Residential ^{C-1} ~~WPO~~ to: PLJ

All existing uses on this property are: _____

7. All the proposed uses for this property are:

Principal use(s): School Campus

Secondary use(s): _____

Accessory use(s): _____

106814 S11 255000 999

City of Beloit Zoning Map Amendment Application Form (continued)

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

- (x) Owner
() Leasehold, Length of lease:
() Contractual, Nature of contract:
() Other, explain:

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

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

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

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

Janelle Marotz (Signature of Owner) Janelle Marotz (Print name) 1-9-14 (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 Division for acceptance by the filing deadline date prior to a scheduled Plan Commission meeting. This application must be submitted with the \$275.00 application fee. Applicants will also be charged a fee for mailing public notices at the rate of \$0.50 per notice. An invoice for this fee will be sent to the applicant, and it is typically between \$5.00 and \$20.00.

To be completed by Planning Staff

Filing Fee: \$275.00 Amount Paid: \$275.00 Meeting Date: Feb 5, 2014
Number of notices: x mailing cost (\$0.50) = cost of mailing notices: \$
Application accepted by: D. Dougan Date: 1/10/14
Date Notice Published: Date Notice Mailed:



NOTICE TO THE PUBLIC

January 24, 2014

To Whom It May Concern:

The School District of Beloit has submitted an application for a Zoning Map Amendment to change the zoning district classification from C-1, Office District to PLI, Public Lands & Institutions District, for the property located at:

2508 Milwaukee Road.

The applicant recently acquired the subject property with the intent of constructing a new intermediate school, along with parking lots, athletic fields, and related facilities. In December 2013, three neighboring properties were rezoned to PLI and the Future Land Use Map was amended to reflect this intent.

The following public hearings will be held regarding this application:

City Plan Commission: Wednesday, February 5, 2014, 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, February 17, 2014, 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. Comments will be accepted via telephone, email, and U.S. Mail.

CENTRAL CHRISTIAN CHURCH OF BELOIT
2460 MILWAUKEE RD
BELOIT, WI 53511

SCHOOL DISTRICT OF BELOIT
1633 KEELER AVE
BELOIT, WI 53511

NORMA SALADAR
2460 BLARNEY STONE DR
BELOIT, WI 535113961

CODY R & DANISSA A KLINTWORTH
2470 BLARNEY STONE DR
BELOIT, WI 53511

TRUST OF 2004 HAROLD E & GARNET E
BAULING REVOCABLE
2480 BLARNEY STONE DR
BELOIT, WI 53511

RICKY GEORGE
2500 BLARNEY STONE DR
BELOIT, WI 535113904

DAVID & SUSAN VOGELSON
2510 BLARNEY STONE DR
BELOIT, WI 535113904

ELTON A & MARY LYNN PHILLIPS
2540 BLARNEY STONE DR
BELOIT, WI 53511

DUANE NEUENDORF
2550 BLARNEY STONE DR
BELOIT, WI 535113904



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
Monday, February 3, 2014

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

1. The meeting was called to order at 7:00 p.m. in the Forum at Beloit City Hall.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
 - a. Vice President Mark Spreitzer presented a proclamation recognizing the **Beloit International Film Festival**, which will take place February 14-23, 2014, to Samantha Johnson. Ms. Johnson thanked the Council for the proclamation on behalf of the BIFF Board of Directors. She said that she is looking forward to the expanded 10-day schedule and encouraged the Council and the public to attend. File 7148
4. PUBLIC HEARINGS – none
5. CITIZENS PARTICIPATION
 - Fran Fruzen, 1726 Garfield Avenue, expressed concern regarding alcohol use at the Beloit Public Library. He said that allowing alcohol in a public building may set a precedent for future alcohol use at public facilities. He also said that it may be difficult to monitor the underage individuals.
6. CONSENT AGENDA

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

- a. The **Minutes** of the Regular Meeting of January 21, 2014, were approved.
- b. The application for a **Class “B” Beer and “Class B” Liquor License** for Pitchers Mound LTD, LLC, d/b/a Pitchers Mound, located at 2745 Prairie Avenue, Robert Lee Lewis, Agent, was referred to the ABLCC. File 8590
- c. The application for a **Conditional Use Permit** to allow a vehicle repair use in a C-3, Community Commercial District, for the property located at 1420 Division Street, was referred to the Plan Commission. File 7040
- e. The resolution setting a date for a Public Hearing for the Vacation of Excess S. Turtle Townhall Road Right-of-Way in the City of Beloit, Rock County, Wisconsin, was accepted and referred to the Plan Commission. File 8631
- d. Building and Planning Services Director Drew Pennington presented an application for a **Zoning Map Amendment** to change the zoning district classification of the property located at 2508 Milwaukee Road from C-1, Office District, to PLI, Public Lands and Institutions District. Councilor De Forest said that this property was purposely left out of a previous zoning action because the property owner wanted to retain its use as a residence, and she asked if this had changed. Mr. Pennington stated that the property owner decided to sell the property to the School District for

the intermediate school project, and the School District will incorporate the property into the site design. Councilor Van De Bogart made a motion to refer this item to the Plan Commission, and Councilor De Forest seconded. The motion carried 7-0. File 8629

7. ORDINANCES

- a. City Attorney Tom Casper presented a proposed ordinance to amend Section 15.06(4)(b)1 of the Code of General Ordinances of the City of Beloit relating to **Alcohol Consumption and Possession** on Streets and other Public Places. Ms. Casper said that the Beloit Public Library Board requested this amendment to allow an event to celebrate the 5th anniversary of the opening of the library. He said that the amendment would allow for the sale and consumption of alcohol at three events each year. Mr. Casper said that the events would require a license from the Clerk's office and that they would be sponsored by the Friends of the Library or the Library Foundation. Councilor Leavy made a motion to suspend the rules and offer a second reading of the ordinance, and Councilor Luebke seconded. Councilor De Forest requested that the Council not suspend the rules. Councilor Haynes called the question, and the motion to suspend the rules failed 2-5, with Councilors De Forest, Kincaid, Spreitzer, Leavy, and Van De Bogart voting in opposition. Councilor De Forest made a motion to amend the ordinance to remove the exception for the MDA Tub Run. She said that she would like to give the organizers of the Tub Run an opportunity to speak at the next Council meeting before action is taken on the ordinance. City Clerk Rebecca Houseman LeMire said that her office would make contact with the organizers. Councilor Leavy seconded the motion to amend. Councilor Van De Bogart said that the discussion regarding the Tub Run is premature and he will vote against the amendment. The motion to amend the ordinance carried 4-3, with Councilors Haynes, Luebke, and Van De Bogart voting in opposition. Councilor Van De Bogart requested a police report of any incidents or calls for service stemming from the 2012 MDA Tub Run from Police Chief Norm Jacobs. Councilor Leavy requested Chief Jacob's opinion regarding the event. Councilor Spreitzer made a motion to lay this item over to the February 17th City Council meeting. Councilor De Forest seconded, and the motion carried 7-0. File 8590/5663
- b. Police Chief Norm Jacobs presented a proposed Ordinance to repeal and recreate Section 15.07(5) of the Code of General Ordinances of the City of Beloit pertaining to **Bow and Arrow use** in the City of Beloit. He stated that 2013 WI Act 71 removed the City's jurisdiction regarding bow and arrow use and that this ordinance would prohibit using a bow and arrow within 100 yards of a building that can be occupied. Councilor Spreitzer made a motion to suspend the rules and offer a second reading of the ordinance. Councilor De Forest seconded, and the motion carried 7-0. On the merits of the ordinance, Councilor Spreitzer made a motion to enact, and Councilor Luebke seconded. Councilor Kincaid asked if the new Statute addresses the issue of arrows going past windows. Mr. Casper stated that the Statute is silent on that but does provide a restriction that the arrow be released toward the ground. The motion carried 7-0. File 7817 Ordinance 3520

8. APPOINTMENTS – none

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor De Forest noted that this will be Finance and Administrative Services Director Paul York's last Council meeting before he leaves for a new job in Manassas, Virginia. She thanked Mr. York for his years of service to the City. She also stated that she recently attended the Cancer Care Center Open House and the Todd School Ribbon-cutting and that she will attend the Department of Transportation stakeholders meeting on February 19th. Councilor De Forest also said that she is looking forward to the Beloit International Film Festival Silent Film Showcase on February 22nd.
- Councilor Van De Bogart said that he attended Cancer Care Center Open House and Todd School Ribbon-cutting. He thanked Mr. York for his service and noted that the City's budget and budget process have received national recognition while Mr. York supervised the process.
- Councilor Kincaid said that he wishes Mr. York well in his new endeavor and complimented him on providing a balanced budget throughout the past few difficult years.
- Councilor Luebke thanked Mr. York for his 10 years of dedicated service to the City.

- Councilor Spreitzer thanked Mr. York and wished him the best of luck in Virginia.
- Councilor Leavy thanked Mr. York for his service and stated that he is a quiet guy who got the job done.
- Councilor Haynes thanked Mr. York and stated that Beloit's loss is Virginia's gain.

10. CITY MANAGER'S PRESENTATION – none

11. REPORTS FROM BOARD AND CITY OFFICERS

- a. Mr. York thanked the Council for their comments and stated that he has enjoyed working with them. He said that the City could not have accomplished what it did over the past ten years without the support and resources provided by the City Council. He presented a resolution declaring Official Intent to **Reimburse Expenditures** from proceeds of borrowing. Mr. York stated that this is a federal requirement if the City intends to incur any payments prior to the issuance of bonds. Councilor Van De Bogart made a motion to adopt the resolution, and Councilor Leavy seconded. The motion carried 7-0. File 8618
 - b. Mr. York presented a resolution amending the **2014 Capital Budget** for the Acquisition of the Hexter-Long Parcels in Tax Increment District #10. He stated that this resolution is the companion piece to the resolution adopted last month to purchase the subject properties. Councilor Luebke made a motion to adopt the resolution, and Councilor Kincaid seconded. The motion carried 7-0. File 8618/7938
12. At 7:51 p.m., Councilor De Forest made a motion to adjourn the meeting, and Councilor Spreitzer seconded. The motion carried 7-0.

Rebecca Houseman LeMire, City Clerk

www.ci.beloit.wi.us

Date approved by Council

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

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

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

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

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): Guzman's Supermarket, LLC

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 Member Miguel Angel Guzman Jr 4927 34th Ave, Kenosha. WI 53144

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent Miguel Guzman Sr 4927 34th Ave, Kenosha 53144

Directors/Managers _____

3. Trade Name Piggly Wiggly Business Phone Number 708-774-8461
 4. Address of Premises 1827 Prairie Ave Post Office & Zip Code Beloit, WI 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 Wisconsin and date 12/18/09 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.) Retail Supermarket
 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

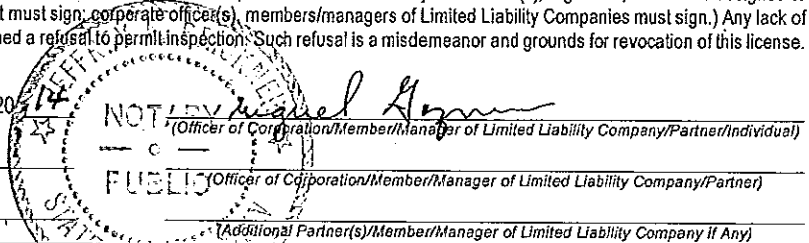
READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the 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 30th day of January, 2014

Jeffrey Biskamp
 (Clerk/Notary Public)

My commission expires 3-24-2017



TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>2-3-14</u>	Date reported to council/board	Date provisional license issued <u>N/A</u>	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued <u>N/A</u>	

Applicant's Wisconsin Seller's Permit Number: <u>456-1029329367-02</u>	
Federal Employer Identification Number (FEIN): <u>46-4335546</u>	
LICENSE REQUESTED	
TYPE	FEE
<input checked="" type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	<u>\$50</u> <u>pd 2-3-14</u>
TOTAL FEE	\$

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 Guzman's Supermarket, LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Piggly Wiggly #338
(trade name)

located at 1827 Prairie Ave, Beloit, WI 53511

appoints Miguel Guzman Sr
(name of appointed agent)

4927 34th St, Kenosha, WI 53144
(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?

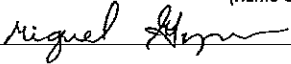
Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

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 months

Place of residence last year 4927 34th Ave, Kenosha, WI 53144

For: Guzman's Supermarket, LLC
(name of corporation/organization/limited liability company)

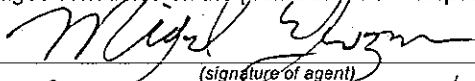
By: 
(signature of Officer/Member/Manager)

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

ACCEPTANCE BY AGENT

I, MIGUEL A. GUZMAN, 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.

 01/30/14 Agent's age 41
(signature of agent) (date)

4927 34TH AVE KENOSHA, WI 53144 Date of birth 07/04/1972
(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)	
GUZMAN SR		MIGUEL	ANGEL	
Home Address (street/route)	Post Office	City	State	Zip Code
4927 34TH AVE		KENOSHA	WI	53144
Home Phone Number	Age	Date of Birth	Place of Birth	
708-774-8461	41	07/04/1972	Morelia, Mexico	

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

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Agent** of Guzman's Supermarket.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? 6 months
- 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 <u>Piggly Wiggly Midwest</u>	Employer's Address <u>2215 Union Ave, Shobogan, WI 53081</u>	Employed From <u>Aug 2013</u>	To <u>Present</u>
Employer's Name <u>Mi Terra Inc</u>	Employer's Address <u>2950 Bells Rd, Richmond, Va</u>	Employed From <u>July 2009</u>	To <u>Present</u>

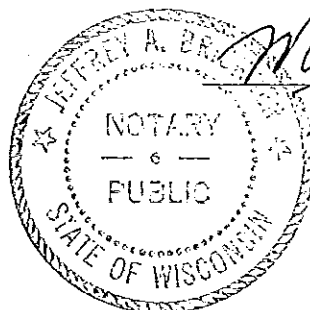
The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that 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 30th day of January, 2014

Jeffrey Briskman
(Clerk/Notary Public)

My commission expires 3-24-2017



Miguel Guzman
(Signature of Named Individual)



AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
GUZMAN JR		MIGUEL		ANGEL	
Home Address (street/route)		Post Office		City	
4927 34TH AVE				KENOSHA	
				State	
				WI	
				Zip Code	
				53144	
Home Phone Number		Age		Date of Birth	
708-774-8461		21		01/07/1993	
				Place of Birth	
				Melrose Park, IL	

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Member President of Guzman's Supermarket, 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? 1 week
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name <u>None</u>	Employer's Address	Employed From	To
Employer's Name <u>None</u>	Employer's Address	Employed From	To

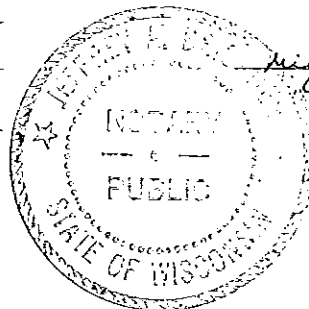
The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that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

Subscribed and sworn to before me

this 30th day of January, 20 14

[Signature]
(Clerk/Notary Public)

My commission expires 3-24-2017



[Signature]
(Signature of Named Individual)



ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning March 1 20 14 ;
ending February 28 20 15

TO THE GOVERNING BODY of the: Town of }
 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): D&D Buck LLC

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

	Title	Name	Home Address	Post Office & Zip Code
President/Member	Mr.	Daniel B Bucholtz	3430 S Prairie Ave	Beloit, WI 53511
Vice President/Member				
Secretary/Member	Mrs.	Deanne S Bucholtz	3430 S Prairie Ave	Beloit, WI 53511
Treasurer/Member				
Agent		Daniel B Bucholtz		
Directors/Managers				

3. Trade Name Bucky's Bunker Business Phone Number 608-295-8812

4. Address of Premises 1611 Hackett St Post Office & Zip Code Beloit, WI 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 Wisconsin and date 1/30/14 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.) Diamond Lanes LLC

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.) Clubhouse & beverage cart at Krueger Haskell Golf Course

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? Bump & Run Bar & Grill
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. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? 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 11 day of February, 20 14

[Signature]
(Clerk/Notary Public)

My commission expires 8-21-17

[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>2-11-14</u>	Date reported to council/board <u>2-17-14</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Applicant's Wisconsin Seller's Permit Number: <u>456-1028190950-02</u>	
Federal Employer Identification Number (FEIN): <u>46-4712217</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$ 600
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Wholesale beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>25.50</u> <i>pd 2-11-14</i>
TOTAL FEE	\$ 625

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 D & D Buck LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Bucky's Bunker
(trade name)

located at 1611 Hackett St Beloit WI 53511

appoints Daniel B Bucholtz
(name of appointed agent)

3430 S Prairie Ave 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).
Diamond Lanes LLC Beloit WI

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? 52 yrs.

Place of residence last year 3430 S Prairie Ave Beloit WI 53511

For: D & D Buck LLC
(name of corporation/organization/limited liability company)

By: Daniel B Bucholtz
(signature of Officer/Member/Manager)

And: Daniel Bucholtz
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Daniel B. Bucholtz, 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.

Daniel B. Bucholtz 2/11/14 Agent's age _____
(signature of agent) (date)

3430 S Prairie Ave 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) Bucholtz		(first name) Daniel	(middle name) B	
Home Address (street/route) 3430 S Prairie Ave	Post Office	City Beloit	State WI	Zip Code 53511
Home Phone Number Cell 608-295-9303	Age	Date of Birth	Place of Birth Ft. Atkinson WI	

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Member of D+D Buck 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:

1. How long have you continuously resided in Wisconsin prior to this date? 52 yrs
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. Diamond Lanes LLC Beloit WI - Alcohol
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify.
(Name of Wholesale Licensee, or Permittee) (Address By City and County)

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

Employer's Name Diamond Lanes	Employer's Address 1218 Cranston Rd Beloit	Employed From 08/02	To Present
Employer's Name Riversedge Bowl	Employer's Address 215 S. River St. Janesville	Employed From 10/97	To 08/02

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 11 day of February, 20 14

[Signature]
(Clerk/Notary Public)

Daniel B Bucholtz
(Signature of Named Individual)

My commission expires 8-21-14



Printed on Recycled Paper

Wisconsin Department of Revenue

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print)		(last name)	(first name)	(middle name)	
		Bucholtz	Deanne	S	
Home Address (street/route)		Post Office	City	State	Zip Code
3430 S Prairie Ave			Beloit	WI	53511
Home Phone Number		Age	Date of Birth	Place of Birth	
Cell 608-295-8812				Janesville, WI	

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Member of D&D Buck 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? 23 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. Diamond Lanes LLC Beloit WI - Alcohol
(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
Diamond Lanes	1218 Cranston Rd Beloit	08/05	Present
MEM Insurance <small>(now Tricor)</small>	2600 N Perutac Dr. Janesville	06/96	08/05

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 11 day of February, 20 14

[Signature]
(Clerk/Notary Public)

[Signature: Deanne Bucholtz]
(Signature of Named Individual)

My commission expires 8-21-17



Printed on Recycled Paper

Wisconsin Department of Revenue

ALCOHOL LICENSE RELINQUISHMENT

Date: February // , 2014

Business Name: Bump and Run

Address of Business: 1611 Hackett Street

Name of Owner(s): Georgia Quinn, surviving spouse of Dennis Quinn

As owner/owners of the above named business, I/we agree to relinquish the alcohol

license to: Dan and Dede Bucholtz or D & D Buck, LLC

upon the Beloit City Council granting the same.


Signature of Owner Georgia Quinn

Signature of Owner

Return to:

Beloit City Clerk
100 State Street
Beloit, WI 53511

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Ordinance Relating to Floodplain Maps – Council Referral to the Plan Commission

Date: February 17, 2014

Presenter: Julie Christensen

Department:

Community Development

Overview/Background Information:

Planning staff has drafted and the City Attorney has reviewed an Ordinance to amend one section of the Zoning Ordinance relating to designated floodplain maps.

Key Issues (maximum of 5):

- The Federal Emergency Management Agency (FEMA) recently issued a Letter of Map Revision (LOMR) based upon the relocation of Spring Brook Creek in advance of the Kerry Center development. The LOMR includes changes to the floodway and floodplain adjacent to the creek, and has an effective date of April 1, 2014.
- The affected area lies between I-39/90 and Gateway Boulevard, as detailed on the attachments.
- In accordance with FEMA and Wisconsin Department of Natural Resources (WDNR) directives, this LOMR must be adopted by the City of Beloit. The attached Ordinance accomplishes this by incorporating the LOMR into the list of official floodplain maps in Section 5-408 of the Zoning Ordinance.
- The LOMR Determination Document, data tables, profiles, and maps are attached to this report.
- The attached Ordinance has been reviewed and approved by WDNR staff and should not be altered during the adoption process.

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

- Consideration of this request supports Strategic Goal #5.

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

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

Action required/Recommendation:

- Referral to the Plan Commission for the February 19, 2014 meeting
- This item will most likely return to the City Council for a public hearing and possible action on March 3, 2014

Fiscal Note/Budget Impact: N/A

Attachments: Proposed Ordinance and LOMR Documents

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 5-408 OF THE ZONING ORDINANCE, CHAPTER 19 OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF БЕЛОIT RELATING TO DESIGNATED FLOODPLAIN MAPS

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

Section 1. Section 5-408 of the Zoning Ordinance, Chapter 19 of the Code of General Ordinances of the City of Beloit, is hereby amended as follows:

5-408 DESIGNATED FLOODPLAIN MAPS. The boundary of the floodplain district are those areas designated as floodplains or A-Zones on the following reports and maps, which are incorporated into this section by reference. These are the official floodplain maps for the City of Beloit, approved by the Department of Natural Resources and the Federal Emergency Management Agency and are on file with the Department of Community Development for the City of Beloit. If more than one map is referenced, the regional flood profiles govern boundary discrepancies according to Section 5-410 below.

OFFICIAL MAPS: Flood Insurance Rate Map (FIRM) panel number 55105C0309D, 55105C0312D, 55105C0314D, 55105C0316D, 55105C0317D, 55105C0319D, 55105C0336D 55105C0337D, 55105C0338D, 55105C0339D, 55105C0427D, 55105C0431D, 55105C0432D, 55105C0451D, dated August 19, 2006; with corresponding profiles that are based in the Flood Insurance Study (FIS) 55105CV001A and 55105CV002A, dated August 19, 2008.

OFFICIAL MAPS, BASED ON OTHER STUDIES: Letter of Map Revision (LOMR) Case No. 13-05-3956P involving Spring Brook Creek, approved by FEMA on November 18, 2013, effective April 1, 2014.

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

Adopted this _____ day of _____, 2014.

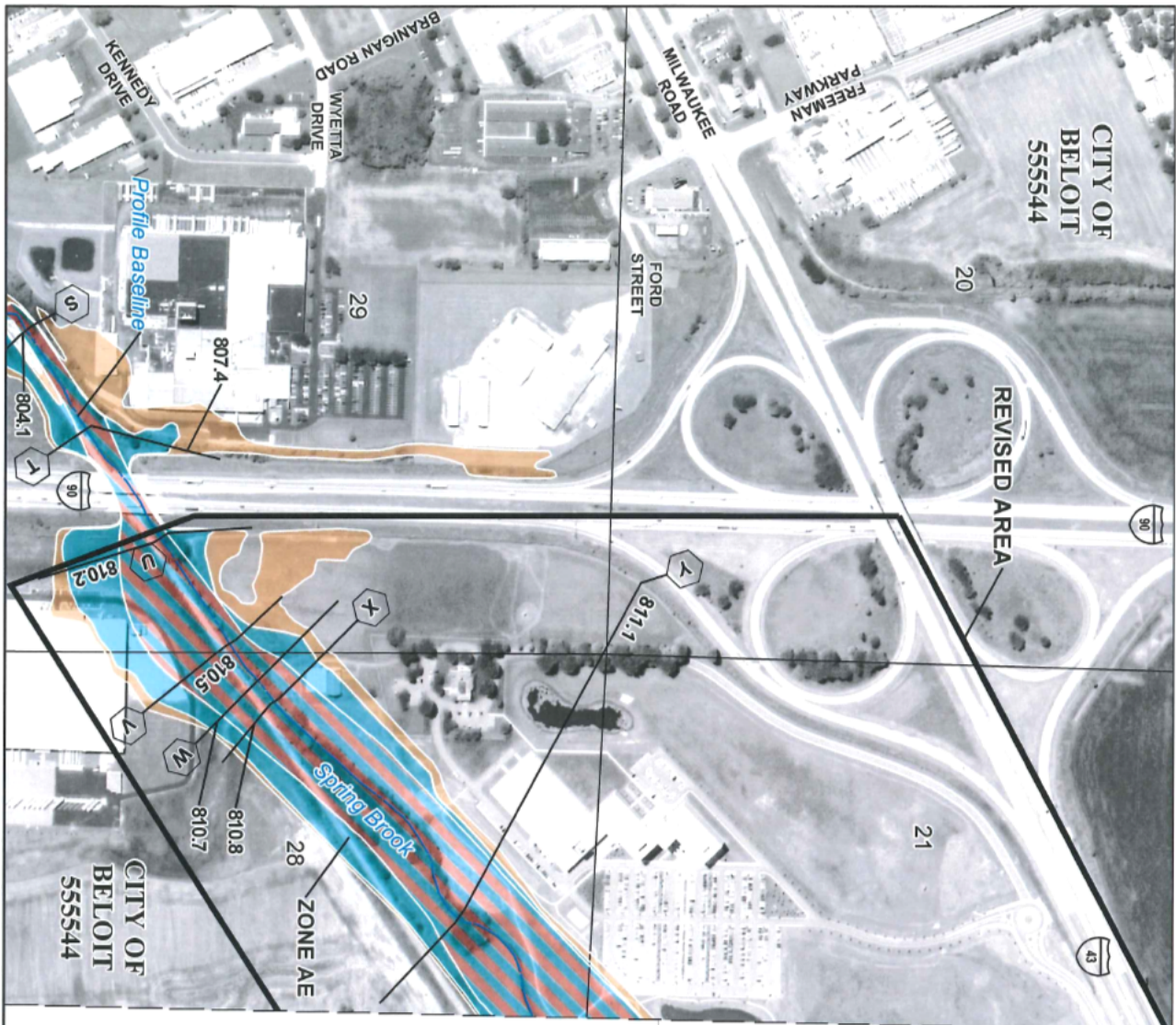
BELOIT CITY COUNCIL

By: _____
Charles M. Haynes, Council President

ATTEST:


By: _____
Rebecca Houseman LeMire, City Clerk

PUBLISHED: _____
EFFECTIVE DATE: _____
01-611100-5231- _____



JOINS PANEL 0339

195000 FT



National Flood Insurance Program

Panel Condenses:
 COMMUNITY: BELLOIT, CITY OF
 ROCK COUNTY: 550363


338 of 495

REVISED TO REFLECT LOMR EFFECTIVE: April 1, 2014

VERSION NUMBER: 1.0.0.0
 MAP NUMBER: 55105C0338D
 EFFECTIVE DATE: August 19, 2008

NATIONAL FLOOD INSURANCE PROGRAM
 FLOOD INSURANCE RATE MAP

ROCK COUNTY, Wisconsin
 AND INCORPORATED AREAS



Map Resolution:
 300 Feet
 National Hydrographic Vertical Datum (NHVD 88)

1 inch = 500 feet 1:6,000

0 270 540 1,080 Feet

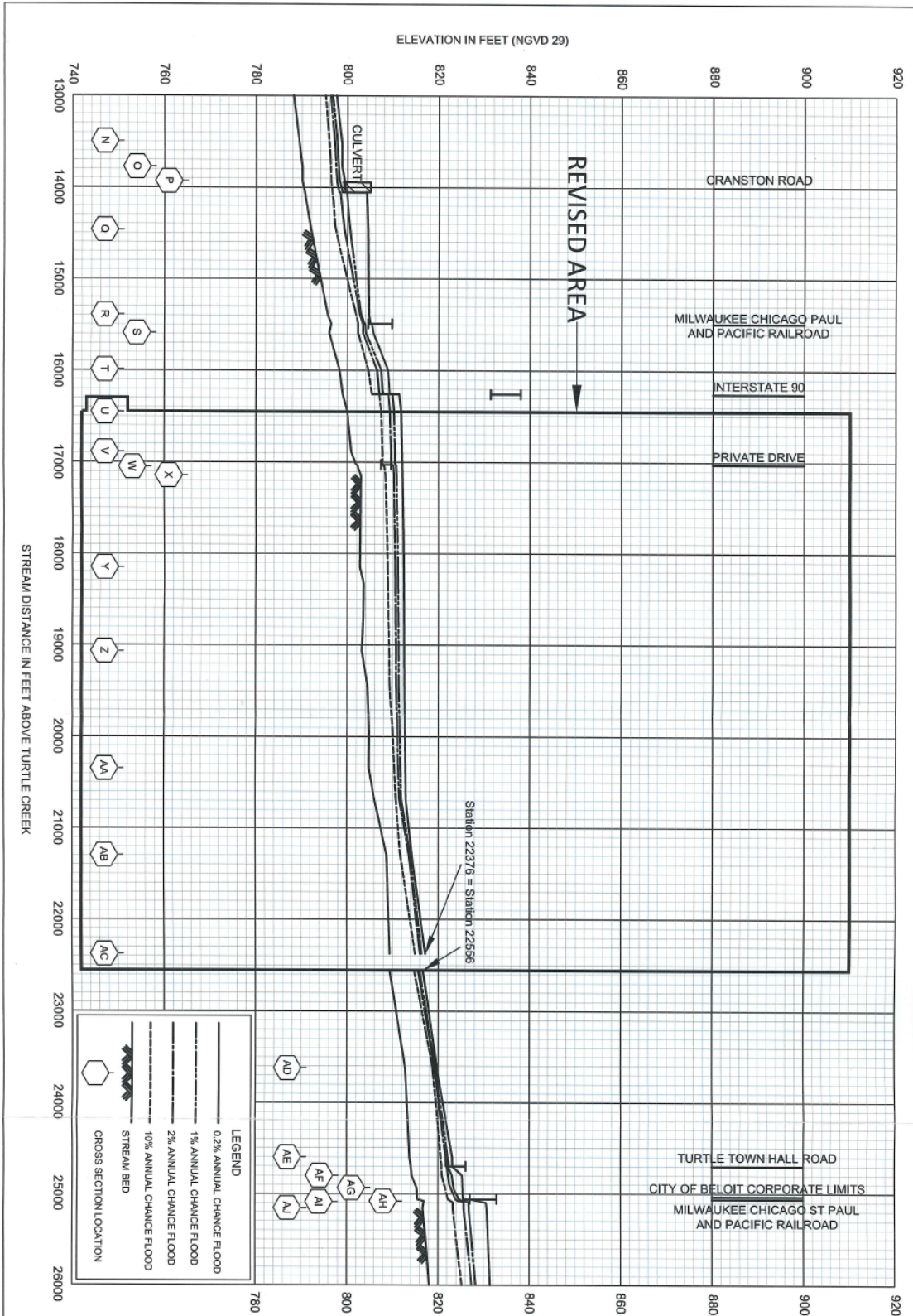
0 70 140 280 Meters

SCALE

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) Zone X, ZONE X
- Regulatory Floodway
- 0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee See Notes, Zone X

OTHER AREAS OF FLOOD HAZARD



76P	FEDERAL EMERGENCY MANAGEMENT AGENCY	REVISED TO REFLECT LOMR EFFECTIVE: April 1, 2014	FLOOD PROFILES
	ROCK COUNTY, WI AND INCORPORATED AREAS		SPRING BROOK (BELOIT)

Follows Conditional Case No.: 08-05-3540R



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT**

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	City of Beloit Rock County Wisconsin	CHANNELIZATION FILL	FLOODWAY HYDRAULIC ANALYSIS NEW TOPOGRAPHIC DATA
	COMMUNITY NO.: 555544		
IDENTIFIER	Kerry Ingredients & Flavors Americas Regional Headquarters	APPROXIMATE LATITUDE & LONGITUDE: 42.524, -88.970 SOURCE: Other DATUM: NAD 83	
ANNOTATED MAPPING ENCLOSURES		ANNOTATED STUDY ENCLOSURES	
TYPE: FIRM*	NO.: 55105C0338D DATE: August 19, 2008	DATE OF EFFECTIVE FLOOD INSURANCE STUDY: August 19, 2008	
TYPE: FIRM*	NO.: 55105C0338D DATE: August 19, 2008	PROFILE(S): 76P FLOODWAY DATA TABLE: 3	

Enclosures reflect changes to flooding sources affected by this revision.
* FIRM - Flood Insurance Rate Map

FLOODING SOURCE & REVISED REACH	See Page 2 for Additional Flooding Sources
Spring Brook - From approximately 150 feet upstream of Interstate Highway 39 to approximately 1.15 miles upstream of Interstate Highway 39	

SUMMARY OF REVISIONS				
Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Spring Brook	Zone AE	Zone AE	YES	YES
	BFEs*	BFEs	YES	YES
	Zone X (shaded)	Zone X (shaded)	YES	YES
	Floodway	Floodway	YES	YES

* BFEs - Base Flood Elevations

DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on our website at <http://www.fema.gov/nfp>.

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

13-05-3956P

102-I-A-C



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

OTHER FLOODING SOURCES AFFECTED BY THIS REVISION

FLOODING SOURCE & REVISED REACH

Spring Brook - From approximately 150 feet upstream of Interstate Highway 39 to approximately 1.15 miles upstream of Interstate Highway 39

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Spring Brook	Zone X (unshaded)	Zone X (unshaded)	YES	YES

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4806. Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

13-05-3956P

102-I-A-C



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

We provide the floodway designation to your community as a tool to regulate floodplain development. Therefore, the floodway revision we have described in this letter, while acceptable to us, must also be acceptable to your community and adopted by appropriate community action, as specified in Paragraph 60.3(d) of the NFIP regulations.

NFIP regulations Subparagraph 60.3(b)(7) requires communities to ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. This provision is incorporated into your community's existing floodplain management ordinances; therefore, responsibility for maintenance of the altered or relocated watercourse, including any related appurtenances such as bridges, culverts, and other drainage structures, rests with your community. We may request that your community submit a description and schedule of maintenance activities necessary to ensure this requirement.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance flood discharges computed in the FIS for your community without considering subsequent changes in watershed characteristics that could increase flood discharges. Future development of projects upstream could cause increased flood discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on flood discharges subsequent to the publication of the FIS report for your community and could, therefore, establish greater flood hazards in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State/Commonwealth law have been obtained. State/Commonwealth or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State/Commonwealth or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-338-2627 (1-877-FEMA MAP) or by letter addressed to the LOMR Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

13-06-3956P

102-I-A-C



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

This revision has met our criteria for removing an area from the 1-percent-annual-chance floodplain to reflect the placement of fill. However, we encourage you to require that the lowest adjacent grade and lowest floor (including basement) of any structure placed within the subject area be elevated to or above the Base (1-percent-annual-chance) Flood Elevation.

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Mr. Norbert Schwartz
Director, Mitigation Division
Federal Emergency Management Agency, Region V
536 South Clark Street, Sixth Floor
Chicago, IL 60605
WI: (312) 408-5538

STATUS OF THE COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panel(s) and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

13-05-3956P

102-I-A-C

FLOODING SOURCE		FLOODWAY				1-PERCENT-ANNUAL-CHANCE FLOOD WATER SURFACE ELEVATION			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY (FEET NGVD)	WITHOUT FLOODWAY (FEET NGVD)	WITH FLOODWAY (FEET NGVD)	INCREASE (FEET)	
Spring Brook (Beloit) (continued)									
V	16,888	270	1321	1.3	810.5	810.5	810.5	0.0	
W	17,050	279	1064	1.7	810.7	810.7	810.7	0.0	
X	17,142	277	1495	1.3	810.8	810.8	810.8	0.0	
Y	18,151	360	1337	1.2	811.1	811.1	811.1	0.0	
Z	19,066	476	1618	1.0	811.3	811.3	811.3	0.0	
AA	20,346	720	2202	1.2	811.7	811.7	811.7	0.0	
AB	21,296	417	775	3.7	813.9	813.9	813.9	0.0	
AC	22,376	154	855	2.8	816.4	816.4	816.4	0.0	
AD	23,620	443	686	2.5	819.4	819.4	819.4	0.0	
AE	24,599	72	1,270	4.4	822.2	822.2	822.2	0.0	
AF	24,802	99	431	4.0	823.1	823.1	823.1	0.0	
AG	24,937	92	294	5.2	823.4	823.4	823.4	0.0	
AH	25,080	45	337	7.3	825.2	825.2	825.2	0.0	
AI ²	25,089	57	384	4.9	826.7	826.7	826.7	0.0	
AJ	25,159	141	511	3.5	826.7	826.7	826.7	0.0	
AK	26,523	160	734	2.5	829.2	829.2	829.2	0.0	
AL	27,491	240	658	2.7	830.1	830.1	830.1	0.0	
AM	29,280	120	433	4.4	833.3	833.3	833.3	0.0	
AN	29,419	22	3,221	2.2	851.3	851.3	851.3	0.0	
AO	32,806	125	2,298	2.0	851.4	851.4	851.4	0.0	

REVISED DATA

¹ Feet above confluence with Turtle Creek
² Data for 'AI' through 'BN' from 2005 Spring Brook detailed study

TABLE 3

FEDERAL EMERGENCY MANAGEMENT AGENCY
ROCK COUNTY, WI
 AND INCORPORATED AREAS

REVISED TO REFLECT LOMR EFFECTIVE: April 1, 2014
FLOODWAY DATA
SPRING BROOK (BELOIT)

FLOODING SOURCE		FLOODWAY				1-PERCENT-ANNUAL-CHANCE-FLOOD WATER SURFACE ELEVATION			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY (FEET NGVD)	WITHOUT FLOODWAY (FEET NGVD)	WITH FLOODWAY (FEET NGVD)	INCREASE (FEET)	
Spring Brook (Beloit)									
A ²	4,418	521	1,397	4.3	772.2	767.9 ³	767.9 ³	0.0	
B	4,562	425	2,283	1.9	772.2	770.2 ³	770.2 ³	0.0	
C	5,468	236	648	4.4	773.9	773.9	773.9	0.0	
D	6,527	259	642	3.0	778.3	778.3	778.3	0.0	
E	6,703	332	878	2.0	779.2	779.2	779.2	0.0	
F	7,148	368	1,051	1.7	779.6	779.6	779.6	0.0	
G	7,593	181	495	5.1	780.1	780.1	780.1	0.0	
H	7,861	151	754	2.6	783.0	783.0	783.0	0.0	
I	8,403	109	777	4.6	783.8	783.8	783.8	0.0	
J	8,552	65	1,363	5.6	785.1	785.1	785.1	0.0	
K	9,380	210	1,303	2.6	787.2	787.2	787.2	0.0	
L	10,196	175	702	4.0	788.5	788.5	788.5	0.0	
M	12,511	157	497	4.1	795.8	795.8	795.8	0.0	
N	13,497	133	572	3.8	797.7	797.7	797.7	0.0	
O	13,775	79	455	3.7	798.0	798.0	798.0	0.0	
P	13,932	53	291	5.9	798.3	798.3	798.3	0.0	
Q	14,464	142	401	4.1	800.5	800.5	800.5	0.0	
R	15,392	73	393	6.5	802.9	802.9	802.9	0.0	
S	15,591	60	339	9.0	804.1	804.1	804.1	0.0	
T	15,991	118	809	3.4	807.4	807.4	807.4	0.0	
U	16,451	182	1,582	1.5	810.2	810.2	810.2	0.0	

¹ Feet above confluence with Turtle Creek

² Data for 'A' through 'AH' from 2006 Spring Brook - Beloit detailed study

³ Elevation not considering backwater effect from Turtle Creek

REVISED DATA

FEDERAL EMERGENCY MANAGEMENT AGENCY

**ROCK COUNTY, WI
AND INCORPORATED AREAS**

REVISED TO
REFLECT LOMR

EFFECTIVE:
April 1, 2014

FLOODWAY DATA

SPRING BROOK (BELOIT)

TABLE 3

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Ordinance Relating to Development Holding (DH) District Uses – Council Referral to the Plan Commission

Date: February 17, 2014

Presenter: Julie Christensen

Department:

Community Development

Overview/Background Information:

Planning staff has drafted and the City Attorney has reviewed an Ordinance to create one section of the Zoning Ordinance relating to allowed uses in the DH, Development Holding zoning district.

Key Issues (maximum of 5):

- The DH district is a special purpose district that is intended to provide a suitable zoning classification for areas that are not yet suitable for urban or suburban intensity development because of the lack of public facilities and services in the general area.
- There are 26 parcels zoned DH in the City of Beloit, totaling approximately 862 acres. The predominant land use is agricultural, which is permitted by-right in the DH district.
- The proposed Ordinance is the result of a request that Planning staff received from a contractor who would like to purchase an 11-acre parcel that is zoned DH for use as a contractor's office and storage yard. Planning staff has reviewed this request and noted the similarity between agricultural uses and contractor's uses, as both involve the storage of equipment that is used off-site. In addition, both uses have few, if any, customers visiting the site.
- Some DH districts are isolated and unlikely to see any development pressure during the next 20 years, while others are located in prime, rapidly developing areas that could be adversely impacted by incompatible land uses. Therefore, Planning staff has proposed the addition of "contractor offices and storage yards" to the list of conditional uses in the DH district. By requiring a conditional use permit, issues of concern can be addressed through conditions of approval, and permit requests for inappropriate locations can be denied completely.

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

- Consideration of this request supports Strategic Goal #5.

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

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

Action required/Recommendation:

- Referral to the Plan Commission for the February 19, 2014 meeting
- This item will most likely return to the City Council for a public hearing and possible action on March 3, 2014

Fiscal Note/Budget Impact: N/A

Attachments: Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO CREATE SECTION 5-202(b)(11) OF THE ZONING ORDINANCE, CHAPTER 19 OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF БЕЛОIT RELATING TO CONTRACTOR OFFICES AND STORAGE YARDS IN THE DH, DEVELOPMENT HOLDING DISTRICT

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

Section 1. Section 5-202(b)(11) of the Zoning Ordinance, Chapter 19 of the Code of General Ordinances of the City of Beloit, is hereby created as follows:

5-202 ALLOWED USES.

b. Conditional Uses.

11. Contractor offices and storage yards.

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

Adopted this _____ day of _____, 2014.

BELOIT CITY COUNCIL

By: _____
Charles M. Haynes, Council President

ATTEST:

By: _____
Rebecca Houseman LeMire, City Clerk

PUBLISHED: _____
EFFECTIVE DATE: _____
01-611100-5231- _____

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Conditional Use Permit Application for the property located at 430 East Grand Avenue – Council Referral to the Plan Commission

Date: February 17, 2014

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

Hendricks Commercial Properties has filed an application for a Conditional Use Permit to allow Office uses in the CBD-1, Central Business District-Core, for the property located at 430 East Grand Avenue.

Key Issues (maximum of 5):

- This property is the site of the Phoenix Building. This multi-use building plans to have multi-family residential, retail, and professional services in this development.
- The applicant is requesting approximately 3,806 square feet of the ground floor of this building be used for office uses.
- Ground flood office use is a conditional use in a CBD-1 district. The application and site plan are attached to this report.

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

- Consideration of this request supports Strategic Goal #5.

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

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

Action required/Recommendation:

- Referral to the Plan Commission for the February 19, 2014 meeting
- This item will most likely return to the City Council for a public hearing and possible action on March 3, 2014.

Fiscal Note/Budget Impact: N/A

Attachments: Location & Zoning Map, Site Plan, and Application.

Location & Zoning Map

430 East Grand Avenue

CU-2014-03



1 inch = 77 feet



Legend

- COB Parcels
- Zoning District

Map prepared by: Stephanie Hummel
Date: February 2014
For: City of Beloit Planning & Building Services
Date of Aerial Photography: March 2011

PLANNING & BUILDING SERVICES DIVISION

CITY of BELOIT
Neighborhood Planning Division

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

Conditional Use Permit Application

(Please Type or Print)

File Number: CU-2014-05

1. Address of subject property: 430 EAST GRAND AVENUE, BELOIT, WI 53511

2. Legal description: Lots 9 - 12; Block 48; PLEASE SEE ATTACHED LEGAL DESCRIPTION

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

Property dimensions are: 185 feet by 117 feet = 21,740 square feet.

If more than two acres, give area in acres: N/A .5528 acres.

3. Tax Parcel Number(s): 1354-(0715)(0714)(0710)(0700)(0695) 13540700

4. Owner of record: HENDRICKS COMMERCIAL PROPERTIES Phone: (608) 362-8981

655 3RD ST. #301 BELOIT WI 53511

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

5. Applicant's Name: HENDRICKS COMMERCIAL PROPERTIES

655 3RD ST. #301 BELOIT WI 53511

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

(608) 362-8981 / (608) 931-8500 / Tony.Trepasso@hendricksgroup.net

(Office Phone #) (Cell Phone #) (E-mail Address)

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

MULTIFAMILY, RETAIL, AND PROFESSIONAL SERVICES

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

A Conditional Use Permit for: RICK WELLS LTD (approximately 2,506 SF) and other potential office users (approximately 1,300 SF)

Office in a(n) CBD - 1 Zoning District.

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

Principal use: _____

MULTIFAMILY, RETAIL, AND PROFESSIONAL SERVICES

Secondary use: _____

Accessory use: _____

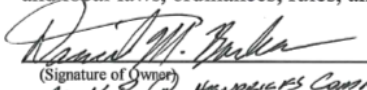
9. Project timetable: Start date: 9/1/2011 Completion date: 4/1/2014

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

- Owner
- Leasehold, length of lease: _____
- Contractual, nature of contract: _____
- 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.

 | DANIEL W. BARNES | 1/25/2014
(Signature of Owner) (Print name) (Date)
 AS V.P. (C) NEIGHBORHOOD COMMERCIAL DEVELOPERS

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

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

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

To be completed by Planning Staff		
Filing fee: \$275.00	Amount paid: <u>\$275.00</u>	Meeting date: <u>2/19/14</u>
No. of notices: _____	x mailing cost (\$0.50) = cost of mailing notices: \$ _____	
Application accepted by: <u>[Signature]</u>		Date: <u>2/24/14</u>

**RESOLUTION APPROVING CLASS “B” BEER AND
“CLASS B” LIQUOR LICENSE**

WHEREAS, an application has been received for a Class “B” Beer and “Class B” Liquor License for Pitchers Mound LTD, LLC, d/b/a Pitchers Mound, located at 2745 Prairie Avenue, Robert Lee Lewis, Agent; and

WHEREAS, Beloit Neighbors, LLC, d/b/a Pitchers Mound, holds a Class “B” Beer and “Class B” Liquor License at 2745 Prairie Avenue and has relinquished the License to Robert Lee Lewis if approved by the City Council; and

WHEREAS, the Alcohol Beverage License Control Committee has recommended approval of the Class “B” Beer and “Class B” Liquor License for Pitchers Mound LTD, LLC.

NOW, THEREFORE, BE IT RESOLVED, that the Class “B” Beer and “Class B” Liquor License for Pitchers Mound LTD, LLC, d/b/a Pitchers Mound, located at 2745 Prairie Avenue, Robert Lee Lewis, Agent, is hereby approved; and

BE IT FURTHER RESOLVED that the Class “B” Beer and “Class B” Liquor License for Beloit Neighbors, LLC, is hereby considered relinquished.

Dated this 17th day of February 2014.

BELOIT CITY COUNCIL

Charles M. Haynes, President

ATTEST:

Rebecca Houseman LeMire, City Clerk



**ALCOHOL BEVERAGE LICENSE CONTROL COMMITTEE
RECOMMENDATION**

TO: Beloit City Council

FROM: Alcohol Beverage License Control Committee

DATE: February 11, 2014

SUBJECT: Pitchers Mound, 2745 Prairie Avenue, Robert Lee Lewis

The Alcohol Beverage License Control Committee recommends the Beloit City Council approve the new Class "B" Beer and "Class B" Liquor License for Pitchers Mound LTD LLC, d/b/a Pitchers Mound, 2745 Prairie Avenue, Robert Lee Lewis, owner/Agent.

Motion carried 7-0.

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 15

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): Pitchers Mound LTD LLC

Applied For

Applicant's Wisconsin Seller's Permit Number:	
Federal Employer Identification Number (FEIN):	
LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>50 - Prip</u>
TOTAL FEE	\$

24-14

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Owner</u>	<u>Robert Lee Lewis</u>	<u>1924 Grandview Dr 53511</u>
Vice President/Member	<u>none</u>		
Secretary/Member	<u>none</u>		
Treasurer/Member	<u>none</u>		
Agent	<u>Robert Lee Lewis</u>		
Directors/Managers	<u>none</u>		

3. Trade Name Pitchers Mound Business Phone Number 608-207-3224
 4. Address of Premises 2745 Prairie Ave. 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 Wisconsin and date 11/2014 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.) The alcohol is stored in the coolers off the kitchen and walk in cooler
10. Legal description (omit if street address is given above): Bar area upper deck, dance floor, kitchen, storage
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? Beloit Neighbors LLC (Pitchers Mound)
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 17 day of January, 20 14
Deborah R. Rival
 (Clerk/Notary Public)
 My commission expires Oct 20th, 2017

Robert Lee Lewis 1/24/14
 (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>1-24-14</u>	<u>2-3-14</u>	<u>N/A</u>	
Date license granted	Date license issued	License number issued	
		<u>N/A</u>	

Original

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 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 Pitchers Mound LTD LCC
(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 Pitchers Mound
(trade name)

located at 2745 Prairie Ave.

appoints Robert Lee Lewis
(name of appointed agent)

1924 Grandview Drive
(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? 42 yrs

* Place of residence last year 1924 Grandview Drive Beloit WI

For: Pitchers Mound LTD LCC
(name of corporation/organization/limited liability company)

By: [Signature]
(signature of Officer/Member/Manager)

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

ACCEPTANCE BY AGENT

I, Robert Lee Lewis, 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] 1/21/14 Agent's age 42
(signature of agent) (date)

1924 Grandview Dr. Date of birth 3/21/1971
(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 02/03/14 by Capt. DM [Signature] Title Captain BRO
(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) <u>Lewis</u>		(first name) <u>Robert</u>		(middle name) <u>Lee</u>	
Home Address (street/route) <u>1924 Grandview</u>		Post Office	City <u>Beloit</u>	State <u>WI</u>	Zip Code <u>53511</u>
Home Phone Number <u>608 931 8120</u>		Age <u>42</u>	Date of Birth <u>3/21/71</u>	Place of Birth <u>Beloit</u>	

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.

Robert Lee Lewis of Pitchers Mound LTD LLC
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
President & Agent
 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? 42 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.)
Ordinance violation in 1989, DUI 1989, DUI Michigan 1992 underage drinking 1990 in California
- 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. only Pitchers Mound 2745 Prairie Ave Beloit, WI 53511 LLC
(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 <u>Scot Forge</u>	Employer's Address <u>Clinton WI</u>	Employed From <u>1976</u>	To <u>Present</u>
Employer's Name <u>NAVY</u>	Employer's Address	Employed From <u>89</u>	To <u>92</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 17 day of January, 2014
Veteran's Guard
(Clerk/Notary Public)

My commission expires Oct 20th, 2017

[Signature]
(Signature of Named Individual)



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Wisconsin Department of Revenue

JAN 16 2014 PM 3:21

ALCOHOL LICENSE RELINQUISHMENT

Date: January 17, 2014

Business Name: Beloit Neighbors LLC dba Pitcher's Mound

Address of Business: 2745 Prairie Ave

Name of Owner(s): Donna Nass

As owner/owners of the above named business, I/we agree to relinquish the alcohol

license to: Robert Lee Lewis

upon the Beloit City Council granting the same.

Donna Nass
Signature of Owner

Signature of Owner

Return to:

Beloit City Clerk
100 State Street
Beloit, WI 53511

**RESOLUTION APPROVING THE CHANGE OF AGENT
FOR AN ALCOHOL BEVERAGE LICENSE**

WHEREAS, the Agent of record for Walgreen Co., d/b/a Walgreens #12136, located at 910 Broad Street is Brenda Neumann; and

WHEREAS, Walgreen Co., d/b/a Walgreens #12136, has requested and the Alcohol Beverage License Control Committee has recommended that the Agent be changed to Jennifer Boyle.

NOW, THEREFORE, BE IT RESOLVED that the Agent for Walgreen Co., d/b/a Walgreens #12136, located at 910 Broad Street, is Jennifer Boyle.

Dated this 17th day of February 2014.

BELOIT CITY COUNCIL

Charles M. Haynes, President

Attest:

Rebecca Houseman LeMire, City Clerk



**ALCOHOL BEVERAGE LICENSE CONTROL COMMITTEE
RECOMMENDATION**

TO: Beloit City Council

FROM: Alcohol Beverage License Control Committee

DATE: February 11, 2014

SUBJECT: **Change of Agent, Walgreens #12136, 910 Broad Street**

The Alcohol Beverage License Control Committee recommends the Beloit City Council approve the Change of Agent to Jennifer Boyle at Walgreen Co., d/b/a Walgreens #12136, 910 Broad Street.

Motion carried 7-0.

Rebecca Houseman LeMire
City Clerk

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer(s)/members/managers of Walgreen Co
(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 Walgreens #12136
(trade name)

located at 910 Broad St., Beloit, WI 53511

appoints Jennifer Boyle (name of appointed agent)
945 Benton Ave Janesville WI 53545
(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
Place of residence last year 945 Benton Ave Janesville WI 53545

For: Walgreen Co (name of corporation/organization/limited liability company)
By: Michael Felish (signature of Officer/Member/Manager)
Michael Felish, Assistant Secretary
And: _____ (signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Jennifer Boyle (print/type agent's name), hereby accept this appointment as agent for the 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.

Jennifer Boyle (signature of agent) 2/5/14 (date) Agent's age _____
945 Benton Ave Janesville WI 53545 (home address of agent) Date of birth _____

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

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

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

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) Boyle		(first name) Jennifer		(middle name) Nicole	
Home Address (street/route) 945 Benton Ave		Post Office	City Janesville	State WI	Zip Code 53545
Home Phone Number (608) 449-0196		Age	Date of Birth	Place of Birth Mesquite TX	

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

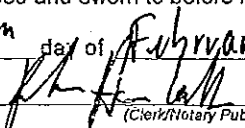
- Applying for an alcohol beverage license as an individual.
 - A member of a partnership which is making application for an alcohol beverage license.
 - Jennifer Boyle of Walgreen Co.
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
-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

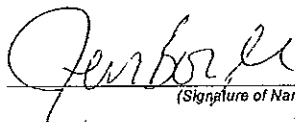
The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 20 years
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. (Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or 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 Both & Body Works	Employer's Address 2500 Milton Ave WI	Employed From 11/2001	To 10/2002
Employer's Name Campbells Mobil	Employer's Address 1600 W Milwaukee St WI	Employed From 8/20	To 11/2001

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 5th day of February, 20 14

(Clerk/Notary Public)
My commission expires 01/25/2015


(Signature of Named Individual)



Printed on Recycled Paper



Corporate Offices
302 Wilmot Road MS # 3353
Deerfield, IL 60015
www.walgreens.com

January 24, 2014

City of Beloit
Clerk's Office
100 State St.
Beloit, WI 53511

To Whom It May Concern:

Walgreen Co. request that Store Manager Jennifer Boyle be appointed as the designated agent for the liquor license for the Walgreens #12136. Below is the address for the store.

Walgreens #12136
910 Broad St.
Beloit, WI 53511

Thank you for your assistance and attention in this matter.

Sincerely,
Walgreen Co

Michael Felish
Assistant Secretary

SUBSTITUTE AMENDMENT #1

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND SECTION 15.06(4)(b)1 OF THE CODE OF
GENERAL ORDINANCES OF THE CITY OF БЕLOIT RELATING TO
ALCOHOL CONSUMPTION AND POSSESSION ON STREETS AND
OTHER PUBLIC PLACES**

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

Section 1. Section 15.06(4)(b)1 of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“(b) Exceptions.

1. Special annual events. Fermented malt beverages and wine may be sold and consumed and open containers of fermented malt beverages and wine may be possessed ~~on Riverside Drive between Henry Avenue and Portland Avenue or on Water Street from Mill Street to Shirland Avenue during "Riverfest";~~ in the 300 block of State Street, the 400 block of East Grand Avenue, or the municipal parking lot between Third and Fourth Streets at Grand Avenue during "Celebrate Downtown" weekend; during the City celebration of St. Patrick's Day on a day(s) in March; during the "Downtown Oktoberfest Celebration" on one weekend day in September or October; during the "Artwalk" on one weekend in May, Thursday through Sunday; for three separate annual single day events at the Beloit Public Library with all sale and consumption of fermented malt beverages and wine allowed only within the library building, each such event to be sponsored only by the Friends at Beloit Library (FABL) or the Beloit Public Library Foundation, Inc.; and during a Crimestoppers, Inc.; fundraiser on one weekend day in September; ~~and in the 400 block of State Street and the 400 block of Public Avenue between East Grand Avenue and Pleasant Street for the MDA Tub Run fundraiser on one weekend day annually.~~ Each of these annual events shall comply with the conditions specified in subparagraphs a. and b. below:
 - a. Duties of Sponsoring Organization. The sponsor of an authorized event shall do the following:

- i. Obtain a permit from the City Manager to use the public property for the event.
 - ii. Place a fence or barricade around the portion of the public property where fermented malt beverages or wine will be sold, consumed or possessed.
 - iii. Obtain a temporary Class "B" fermented malt beverage license and a "Class B" temporary wine license pursuant to §31.01 of this Municipal Code and Ch. 125, Wis. Stats.
 - iv. Provide adequate security or police protection to ensure public order and safety.
 - v. Provide a certificate of general liability insurance, including liquor liability coverage, and automobile liability insurance in an amount acceptable to the City's Risk Manager.
- b. Restriction on Possession and Consumption of Fermented Malt Beverages or Wine. Fermented malt beverages and wine purchased from the licensed sponsor may be possessed and consumed on the public street at an authorized event:
- i. Within the barricaded or fenced portion of the public property;
 - ii. During the hours that the event is open to the public; and
 - iii. By persons who are 21 years of age or older.”

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

Adopted this 17th day of February, 2014.

BELOIT CITY COUNCIL

By: _____
Charles M. Haynes, President

ATTEST:

By: _____
Rebecca Houseman LeMire, City Clerk

PUBLISHED: _____

EFFECTIVE DATE: _____

01-611100-5231-

tdh/ord/15 06(4)(b)1=ord=140205 0903 (rdln) (13-1283)

CITY OF БЕЛОIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: An ordinance to amend Section 15.06(4)(b)1 relating to alcohol consumption and possession on streets and other public places

Date: February 17, 2014

Presenter(s): Thomas R. Casper

Department(s): Library

Overview/Background Information:

The Beloit Public Library enjoys substantial support from the Beloit Public Library Foundation, Inc. and the Friends at Beloit Library (FABL). At its regular meeting on January 15, 2014, the Library Board of Trustees considered and approved a resolution approving the request for amendment of the city ordinance regarding special annual events and the possession and consumption of alcohol in public places. A copy of said resolution is attached hereto.

At the February 3, 2014 City Council meeting for the first reading, a motion was made and passed to amend the text of the proposed language by also deleting the language in the current ordinance allowing certain alcohol sales and consumption at an annual MDA Tub Run fundraiser. Substitute Amendment #1 reflecting that motion is attached.

Key Issues (maximum of 5):

1. This amendment would allow up to three separate annual single day events where the possession, sale and consumption of fermented malted beverages and wine would be allowed within the library building.
2. Each of the events would be required to have sponsorship by either the Friends at Beloit Library or the Beloit Public Library Foundation, Inc.
3. The events would be all limited to the interior of the building and alcohol would not be allowed on the exterior grounds surrounding the building.
4. Approval of this request would help promote community support for the library and enhance fundraising opportunities.

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

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

Action required/Recommendation:

Consideration and approval of the request by the Library Board of Trustees.

Fiscal Note/Budget Impact:

It is believed that approval will enhance fundraising opportunities for the library.

**BELOIT PUBLIC LIBRARY
BOARD OF TRUSTEES**

**RESOLUTION ON
2014 MUNICIPAL ORDINANCE CHANGE REQUEST
SECTION 15.06(4)(b)1**


WHEREAS, the **Beloit Public Library Board of Trustees** administers the municipal public library, organized and existing under and by virtue of Wisconsin State Statute 43.52, and

WHEREAS, the **Beloit Public Library** receives financial support from the Beloit Public Library Foundation, Inc. and Friends at Beloit Library (FABL), and

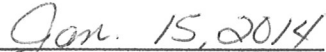
WHEREAS, the **Beloit Public Library** supports the fundraising efforts of the aforementioned groups,

NOW THEREFORE BE IT RESOLVED that the Beloit Public Library Board of Trustees approves the recommended language in the municipal ordinance change request and authorizes the Interim Library Directors to present this request to the City Council for and on behalf of the Beloit Public Library.

DULY ADOPTED by the Board of Trustees of the Beloit Public Library at its regularly scheduled meeting held on the 15th day of January, 2014, at which meeting a quorum was present.



Doreen Dalman, Library Board President



Date

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Requested Report for the 2012 Tub Run

Date: February 17, 2014

Presenter(s): Chief Norm Jacobs

Department(s): Beloit Police Department

Overview/Background Information:

The 2012 Tub Run was held on June 16, 2012. Riders enter the city limits on Riverside Drive at approximately 12:30pm, traveling south to downtown Beloit. The riders stopped on Broad Street for a social period then left Beloit north bound on Fourth Street on Highway 213.

The length in the time in Beloit was between 12:30pm and 2:30pm. The Department used at least four of the available eight officers working that day and another four Community Service Officers and reserves to assist at the larger intersections.

Sergeant Donovan reported "Tub Run went off without any problems. The rain kept the number of riders down to a modest eight hundred plus. Twelve hundred riders pre -registered. "

There were no alcohol related incidents during the Tub Run's stay in Beloit. No crashes were reported during the period in Beloit. There were no other issues or consequences during the event.

Key Issues (maximum of 5):

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

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

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:

This is only a requested report.

Fiscal Note/Budget Impact:

February 17, 2014

**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 February 10, 2014:

Charles M. Haynes, President
Beloit City Council

Appointments

Board of Review

Craig T. Daskam, 2206 Winchester Drive (Alternate) for a term ending December 31, 2014

Equal Opportunities Commission

Mary Weaver, 222 Caldwell (replacing Carolyn N. Lawrence) for a term ending June 30, 2016

PLEASE ANNOUNCE THE FOLLOWING VACANCIES

Appointment Review Committee (2 vacancies for residents)
Board of Appeals (2 vacancies [Alternate] for residents)
Board of Ethics (1 vacancy for former City Councilor, 3 vacancies for residents)
Board of Review (1 vacancy [Alternate] for resident)
Community Development Authority (2 vacancies for residents)
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)



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

BELOIT LANDMARKS COMMISSION ANNUAL PRESERVATION ACTIVITIES REPORT - 2013

Dear City Councilors:

This annual report is provided in accordance with Section 32.05(10) of the Historic Preservation Ordinance. This report documents the activities and accomplishments of the Landmarks Commission during 2013.

The Commission currently consists of Chair Alex Blazer, Vice-Chair Ruth Vater, Donna Johnson, Ellen Joyce, Terri Kaye, Rick McGrath, Steve Vollmer, and City Councilor Charles Haynes.

The Landmarks Commission met eleven times in 2013 to review Certificate of Appropriateness (COA) applications. Many of these applications included more than one item concerning repairs, replacements, additions, or demolitions. Planning Division staff also reviewed and approved COA applications. The number and types of requests considered by the Commission and staff are as follows:

Additions/New Construction:	1	Historic Plaques:	0
Chimneys and Tuck-Pointing:	2	Local Landmark Designations:	0
Demolitions:	0	Ramps/Sidewalks/Steps/Pavement:	7
Fences and Retaining Walls:	8	Roof Repair/Replacement:	9
Garage Repair/Construction:	4	Signs and Miscellaneous Items:	3
Gutters/Fascia/Soffit:	4	Siding:	5
Handrails and Porches:	6	Windows and Doors:	10

Of the **45** COA applications processed in 2013, **27** (60%) were approved by staff. The Commission also supported historic preservation presentations and walks during Beloit Heritage Days in September 2013. They have also created new Welcome Packets for new historic home owners. The Commission currently monitors 112 properties in the Bluff Street Historic District, 173 properties in the College Park Historic District, 4 properties in the Merrill Street Historic District, and 41 individually listed Landmarks and Landmark Sites.

Sincerely,

Stephanie Hummel
Planner

c: Beloit Landmarks Commission
State Historical Society of Wisconsin

BELOIT LANDMARKS COMMISSION



ANNUAL PRESERVATION ACTIVITIES REPORT - 2013

INTENT & PURPOSE

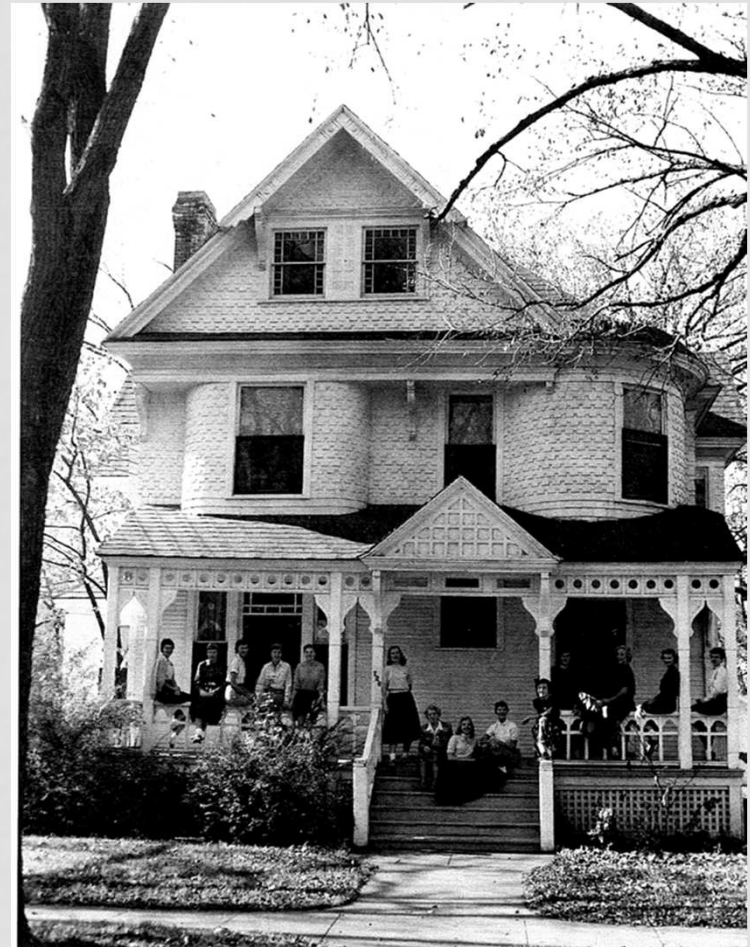
- This Annual Report is provided in accordance with Section 32.05(10) of the Historic Preservation Ordinance
- Section 32.05(10) requires the Landmarks Commission to report its activities to the City Council each year

- Section 32.06(2) of the Historic Preservation Ordinance:
 - “Any alteration of designated landmarks, landmark sites, or structures within a historic district in the City shall first require a Certificate of Appropriateness.”



THE LANDMARKS COMMISSION CURRENTLY MONITORS:

- 112 properties in the Bluff Street District
- 173 properties in the College Park District
- 4 properties in the Merrill Street District
- 41 individually listed Landmarks



COMMISSIONERS

- Chair Alex Blazer
- Vice-Chair Ruth Vater
- Donna Johnson
- Ellen Joyce
- Terri Kaye
- Rick McGrath
- Steve Vollmer
- City Councilor Charles Haynes

- The Landmarks Commission met eleven times in 2013 and reviewed Certificate of Appropriateness (COA) applications



CERTIFICATE OF APPROPRIATENESS (COA) APPLICATIONS

- 45 COA applications were processed in 2013
- 27 (60%) were approved by staff
- COA Requests:
 - Additions/New Construction: 1
 - Chimneys and Tuck pointing: 2
 - Demolitions: 0
 - Fences and retaining walls: 8
 - Garage repair/construction: 4

COA REQUESTS, CONTINUED

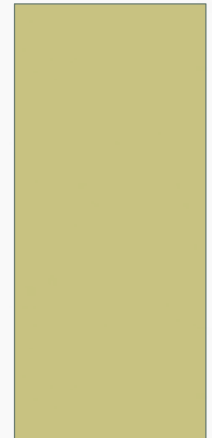
- Gutters/fascia/soffit: 4
- Handrails and Porches: 6
- Historic Plaques: 0
- Local Landmark Designations: 0
- Ramps/Sidewalks/Steps/Pavement: 7
- Roof repair/replacement: 9
- Signs and miscellaneous items: 3
- Siding: 5
- Windows and Doors: 10

ADDITIONAL COMMISSION ACTIVITIES

- Supported historic preservation presentations and tours during Beloit Heritage Days in September 2013
- Created new Welcome Packets for new owners of historic properties
- Previously submitted Historic District Sign Package moved forward will possible installation in 2014

THANK YOU

PRESENTED BY: ALEX BLAZER, LANDMARKS COMMISSION CHAIR
PREPARED BY: STEPHANIE HUMMEL, PLANNER



**RESOLUTION APPROVING
CLUBHOUSE FOOD AND BEVERAGE OPERATING AGREEMENT
FOR KRUEGER-HASKELL MUNICIPAL GOLF COURSE**

WHEREAS, the Krueger-Haskell Golf Course includes a clubhouse with a restaurant operation providing food and beverage service; and

WHEREAS, the prior operator of the clubhouse restaurant facility has terminated its contractual arrangement with the City; and

WHEREAS, the City has distributed a request for proposals for said operation and reviewed the responses thereto; and

WHEREAS, the attached operating agreement is believed to be in the best interest of the City and to represent the most qualified of those responding to said request for proposals.

NOW, THEREFORE, the City Manager of the City of Beloit is authorized to execute the attached operating agreement and to do all other things necessary and appropriate for the implementation thereof.

Adopted this 17th day of February, 2014.

City Council of the City of Beloit

Charles M. Haynes, President

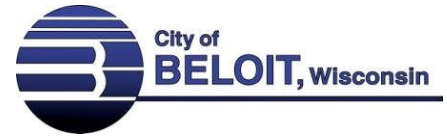
Attest:

Rebecca Houseman LeMire, City Clerk

tdh\res\GolfOprAgr=res=140211 1058 (14-1020)

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution authorizing City Manager to execute the Operating Agreement on behalf of the City with D&D Buck, LLC as Concession Operators of the Krueger Haskell Municipal Golf Course.

Date: February 17, 2014

Presenter(s): Brian Ramsey, Director of Parks & Leisure **Department(s):** DPW, Parks & Leisure Services

Overview/Background Information:

This agreement will allow for a concessionaire to operate the food and beverage service at the Krueger Haskell Municipal Golf Course for a minimum of three (3) years, with an option for a two (2) year extension.

Key Issues (maximum of 5):

- 1.) The City publicly announced a Request for Proposals to Operate the Golf Course Concession in local and regional newspapers, and directly mailed the RFP to over 40 businesses in Beloit and the Stateline area in October and November of 2013, and received no responses.
- 2.) In January, we received interest from Dan & Dede Bucholtz, (aka, D&D Buck, LLC) current owners and operator of Diamond Lanes on Cranston Road in Beloit, and found their business to be in good standing with the City with no citations or outstanding payments, and are highly recommended by staff.
- 3.) The Operator will be responsible for all direct operating cost of food, supplies, personnel, and cleaning the facility.
- 4.) The Operator will be required to meet all State and local applicable laws as related to acquiring an Operating Food Service License, Liquor License, and compliance of all requirements of the Rock County Health Code, as well as all other requirements as referenced in this Agreement, including appropriate insurance coverage(s).
- 5.) The Operator is required to be operational at the same time the Golf Course is operational, and provide food and beverage service for all Golf Playdays Events and other special events as requested.

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

- 1.) Continue competitive and sustainable economic development focused on retention and recruitment to fully serve the business and entrepreneurial community resulting in private investment and job creation.
- 2.) Communicate and partner with other jurisdictions and organizations to coordinate effective and efficient service delivery and stimulate prosperity.

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

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

Action required/Recommendation:

The Parks & Leisure Services staff recommends accepting the resolution authorizing the City Manager to execute the Operating Agreement on behalf of the City with D&D Buck, LLC, as Concession Operators of the Krueger Haskell Municipal Golf Course.

Fiscal Note/Budget Impact:

Funding received by the City will be used to maintain the Clubhouse building and subsidizes the utility cost of operating the facility. The Operator agrees to pay the City an annual franchise fees as indicated below:

- 2014 \$1,200/month x 7 months (April – October) = \$8,400 Annually
- 2015 \$1,500/month x 7 months (April – October) = \$10,500 Annually
- 2016 \$1,700/month x 7 months (April – October) = \$11,900 Annually

Furthermore, there is an Option in the Agreement that would allow us to extend their Agreement for 2 additional Golf Seasons with the following payments and fees as indicated below:

- 2017 \$1,700/month x 7 months (April – October) = \$11,900 Annually
- 2018 \$1,800/month x 7 months (April – October) = \$12,600 Annually

Additionally, there is language in the Agreement that allows the Operator the option of operating at other times of the year at a prorated fee based upon their monthly rate of that operating year.

**CLUBHOUSE FOOD AND BEVERAGE OPERATING AGREEMENT
FOR KRUEGER-HASKELL MUNICIPAL GOLF COURSE**

THIS AGREEMENT is made this _____ day of _____, 2014, by and between the City of Beloit, a Wisconsin municipal corporation, with its principal offices located at 100 State Street, Beloit, Wisconsin (hereinafter referred to as the “**City**”) and D&D Buck, LLC, 3430 S. Prairie Avenue, Beloit, Wisconsin (hereinafter referred to as the “**Operator**”).

WHEREAS, the **City** owns, operates and maintains the Krueger-Haskell Municipal Golf Course; and

WHEREAS, the **City** desires to hire a competent and qualified operator to provide certain services at Krueger-Haskell Municipal Golf Course; and

WHEREAS, **Operator** desires to provide those services to the **City**; and

WHEREAS, the **City** believes that **Operator** is competent and qualified to provide those services to the public.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. **TERM OF CONTRACT: OPTION TO RENEW**

1.1 **Term**: The term of this Agreement shall be for the 2014 – 2016 golf seasons with each season to commence on April 1, 2014 and end on October 31, 2016. The **Operator** shall have the right to extend this Agreement for two additional annual periods for the 2017 and 2018 golf seasons; provided that this Agreement is not earlier terminated and that the **Operator** provides the **City** with advance written notice of intent to renew not later than October 15 nor earlier than September 15 of 2016 and 2017 for the respective renewal periods of 2017 and 2018. **Operator** recognizes that the **City** has the exclusive right to determine the exact starting and closing dates for

the season, along with operational periods during the season, which, among other things, are dependent upon weather conditions and the condition of the golf course. Food and beverage service shall begin each season, at least concurrent with the opening of the golf course and continue until October 31 unless the course is closed for the year prior to said date. Notwithstanding the above, the Operator shall have the right to terminate this Agreement for any ensuing year by providing written notice of termination to the City no later than September 1 of each year. Should the **City** fail to open the course by April 1 for the season or close the course for the season prior to October 31 the Operator may choose not to operate and if so shall be entitled to a prorata adjustment in the monthly portion of the annual fee computed on the number of days during which Operator does not operate. Should the course open for the season prior to April 1 or remain open for the season after October 31 the Operator may choose to operate during such times and in such case shall pay the City a prorata additional annual fee computed on the number of days in excess of the season the Operator operates. No prorata adjustments shall be made in the case of periodic course closures due to weather and course conditions and the provisions herein for prorata adjustments shall only be applicable to the opening or closing of the course for the season.

1.2 **Year-Round Operation:** **Operator** may operate a restaurant and bar in the clubhouse from November 1st through March 31st of each annual period, provided that the parties can agree upon the terms and conditions for operation of the restaurant and bar, including any concession fees, and provided further that the **Operator** is in full compliance with all of the terms and conditions herein. If **Operator** is interested in operating a restaurant and bar during the months of December, January and February, **Operator** shall notify the **City** of such interest on or before September 1st of each year.

2. **NATURE OF CONTRACT**

2.1 **Not a Lease:** It is expressly understood and agreed that this Agreement is not a lease or a conveyance of real estate, but merely a granting of the right to conduct certain activities and provide certain services for the benefit and convenience of the public.

2.2 **Franchise:** The City hereby grants to **Operator** a franchise to operate the food and beverage concession located at the Krueger-Haskell Municipal Golf Course Clubhouse during the term of this Agreement.

3. **PREMISES**

3.1 **Description of City Facilities and Equipment:** The City hereby agrees that facilities and equipment to be used by **Operator** in the operation of the concession granted shall include the following:

- (A) The real estate shown on Exhibit A.
- (B) The clubhouse, which is located on the premises shown on Exhibit A. This shall include the entirety of the clubhouse provided the City shall have the right to use area of the front counter for merchandise and pass/ticket sales.
- (C) The personal property owned by the City as described in Exhibit B.

3.2 **Modifications of City Facilities and Equipment:** **Operator** shall not be permitted to make any changes or modifications to either the general course layout or any of the buildings on the premises without the prior written consent of the City. Representatives of the City and **Operator** shall meet prior to each golf year to inspect the clubhouse and establish a list of improvements and repairs to be performed by each party during the year.

3.3 **Vending:** **Operator** shall have the right to install and operate vending machines in the area immediately adjacent to the clubhouse, provided he obtains written approval from the

Director of Parks and Leisure Services as to the exact location and number of such machines. Such approval shall not be unreasonably withheld. **Operator** shall also have the first right of refusal to provide any “on course” vending machines as the City may from time to time propose.

3.4 **On Premise Signage:** **Operator** shall not erect or display, or permit to be erected or displayed, on the premises any permanent sign or advertising matter of any kind without first obtaining the consent of the **City** and only if the sign complies with local sign ordinances. Any sign or advertisement within the clubhouse shall be of good quality, and requires advance permission from the Director of Parks & Leisure Services or his designee. No signage may be taped to the walls, windows or doors of the clubhouse facility. No signage shall be installed so as to block the view of the golf course from the clubhouse.

3.5 **Surrender of City Facilities and Equipment:** **Operator** shall remove its personal property from the premises shown on Exhibit A and shall vacate the same and surrender it to the **City** within thirty (30) days after expiration of the term of this Agreement, provided that no renewal is finalized for the following season. **Operator** shall surrender the buildings and building fixtures to the **City** in the condition specified by paragraph 11.2(H) of this Agreement and shall surrender the **City’s** equipment and personal property to the **City** in the condition specified by paragraph 11.2(H) of this Agreement.

4. **USE OF PREMISES**

4.1 **Primary Purpose:** **Operator** agrees to use the premises primarily for the purpose of operating a food and beverage concession facility at the municipal golf course.

4.2 **Use of Clubhouse:** The clubhouse shall be open to the public and have food and beverage service available during all hours of operation during the golf season. The golf season normally begins on April 1st and ends on October 31st, weather permitting. The starting and ending

of the golf season may vary depending on weather conditions and therefore the **City** encourages the **Operator** to provide services simultaneously with the **City** operations at other times of the year.

5. **RELATIONSHIP BETWEEN THE CITY AND THE OPERATOR**

The relationship between the **City** and **Operator** shall be one of independent contractor and not one of employer and employee. **Operator** hereby acknowledges that it is an independent contractor under the United States Internal Revenue Code and agrees to comply with all tax laws applicable to an independent contractor. **Operator** shall supply its employer identification number to the Director of Parks and Leisure Services before commencing any work under this Agreement.

6. **RULES AND REGULATIONS**

6.1 **Enforcement of Rules and Regulations:** **Operator** shall adhere to all **City** ordinances applicable to **Operator**'s operations at the course.

7. **PERSONNEL**

7.1 **Appointment of Operations Manager:** The parties acknowledge that Daniel Bucholtz and Deanne Bucholtz are the responsible parties regarding the operations contemplated by this Agreement (the "Responsible Parties"). The Responsible Parties may appoint another person(s) and delegate certain management responsibilities to such person(s) during any period of time wherein the Responsible Parties are absent from the premises (an "Operations Manager"). The parties acknowledge that one of the Responsible Parties or their appropriately appointed Operations Manager(s) shall be present at all times during regular hours of operation of **Operator**'s business on the premises. The Director of Parks and Leisure Services, or his/her designee, shall be notified in advance of the Responsible Parties' absence when it is expected to exceed two days. The Director of Parks and Leisure Services, or his/her designee, shall be notified of the names and contact information for the Operations Manager(s).

7.2 **Other Employees:** **Operator** shall provide sufficient and competent employees to adequately manage and operate the clubhouse facilities, and shall be obligated to pay all salaries for such employees, including the withholding of payroll, social security taxes, workers compensation, and other personnel costs which may be required. Said employees shall be competent and able to deal effectively and courteously with the general public in a recreational setting. **Operator** shall further provide adequate training to said employees.

7.3 **Employee Dress:** **Operator** shall require its employees to dress in an appropriate manner. **Operator** shall provide all employees with a staff shirt. The design, style and color of the shirt shall be approved by the Director of Parks and Leisure Services, or his/her designee. All employees shall wear name badges.

8. **FRANCHISE FEE**

8.1 **Annual Fee:** **Operator** agrees to pay the **City** an annual franchise fee.

(A) **2014 – 2016 Golf Season.** For the 2014 – 2016 golf season, and any subsequent renewals, said base annual franchise fee shall be paid in seven (7) equal installments on the first day of each month starting on April 1, 2014 and ending on October 1, 2016 as indicated in the following matrix (below) and subject to the provisions in Paragraph 1.1 herein:

<u>Year</u>	<u>Monthly Payment (1-7)</u>	<u>Base Total</u>
2014	\$1,200 (April – October)	\$8,400
2015	\$1,500 (April – October)	\$10,500
2016	\$1,700 (April – October)	\$11,900

(B) **2017 & 2018 Golf Seasons.** Should this Agreement be renewed for 2017 & 2018, the base annual franchise fee shall be paid in seven (7) equal installments on the first day of each month starting on April 1, 2017 and ending on October 1, 2018 as indicated in the following matrix (below):

<u>Year</u>	<u>Monthly Payment (1-7)</u>	<u>Base Total</u>
2017	\$1,700	\$11,900
2018	\$1,800	\$12,600

8.2 **Late Charges:** Each installment shall be subject to a delinquency charge of \$200.00 per month (or fractional month) if paid on or after the tenth (10th) day of the month in which the installment is due. A payment over 30 days late shall be cause for immediate termination. This Late Charge Fee will not be enforced within the first year (2014) of this Agreement only, provided that the Base Franchise Fee is paid in full by November 1, 2014.

9. **GOLF COURSE FEES**

9.1 **Golf Fees:** **Operator's** officers and employees may use the golf course, provided that they pay all applicable golf fees.

9.2 **Liability for Loss or Theft of Operator's Valuables:** **Operator** shall keep its money and other valuables in a safe and secure location. **Operator** shall obtain, at **Operator's** expense, a Fidelity/Crime policy of insurance covering robbery or loss of valuables whether due to an inside or outside source. The policy should have limits adequate to cover any potential loss and shall name the **City** as an additional insured. The Fidelity/Crime policy shall be listed on the certificate of insurance required by paragraph 19 of this Agreement.

10. **HOURS OF OPERATION**

10.1 **Golf Course:** The golf course shall be open to and available for use by the public from approximately dawn to dusk during the golf course season, which is April 1st through October 31st, weather permitting. Those dates and hours may be changed by the Director of Parks and Leisure Services, or his/her designee, if, in his/her opinion, weather or course conditions require a periodic course closure. The Director of Parks and Leisure Services, or his/her designee, may close the golf course, or any part thereof, when in his/her judgment, conditions are such that continued golf play may result in damage to the golf course or present a hazard to golfers. In addition the Director of Parks and Leisure Services, or his/her designee, may open the course for the season prior to April 1st or close the course for the season prior to October 31st in any given year.

10.2 **Clubhouse:** **Operator** agrees to keep the clubhouse open to the public from 7:00 a.m. to 9:00 p.m., at a minimum, during the golf season, unless the golf course has been closed by the Director of Parks and Leisure Services or his/her designee. Operator may choose to operate at any other hours beyond the minimum Operator chooses provided any sale of alcohol complies with the applicable time limits thereon. Should the City close the course for a given day or portion thereof the Operator is not obligated to operate during any such periodic closure but may elect to remain open.

10.3 **Beverage Cart:** **Operator** shall operate the beverage cart at a minimum of 42 hours per week, and at the additional times herein described:

- (A) For all scheduled events including Golf Outings (Playdays), Tournaments, and/or Leagues having a participation of 30 or more golfers;
- (B) On the following holidays: Memorial Day, July 4th, Labor Day, and Father's Day.

- (C) The **Operator** will present a bi-weekly schedule one week in advance designating the dates & times that the beverage cart will be operating on the golf course.

11. **MAINTENANCE, REPAIRS, DAMAGE, AND DESTRUCTION OF GOLF COURSE
GROUNDS, BUILDINGS, AND FIXTURES**

11.1 **City Responsibilities:**

- (A) **Major Repairs:** The **City** shall assume responsibility for all major repairs to the buildings shown in Exhibit A. Major repairs are structural repairs, including but not limited to categories as: the building floors, walls, and roof, and the exterior plumbing, electrical, sewer, heating, and air conditioning systems.
- (B) **Minor Repairs:** The **City** shall be responsible for minor repairs, other than those described in paragraph 11-2(E) below. Examples of minor repairs include, but are not limited to, repairs to kitchen fixtures and appliances owned by the **City** as described in Exhibit B.
- (C) Any major or minor repairs that are necessitated as a result of either the negligence or actions or inactions of **Operator**, its employees, agents, or invitees shall be the responsibility of **Operator**.
- (D) The **City** agrees to have the carpeting at the clubhouse cleaned prior to the opening of each golf season.
- (E) The **City** agrees to purchase and provide the hand towels and paper product(s) for the clubhouse restrooms at no charge to the **Operator**.

- (F) The **City** shall provide the **Operator** the first right of refusal to purchase exclusive placement of a restaurant/food service ad on the Krueger-Haskell Golf Course Scorecard. Additionally, **Operator** agrees other restaurants may advertise on said Scorecard, but the **City** will not accept such ads offering any type of discounting or food service specials.
- (G) The **City** shall be responsible for annual cleaning and inspection of the clubhouse stove fire protection system before each golf season.

11.2 **Operator Responsibilities:**

- (A) **Report of Complaints:** **Operator** shall immediately notify the Director of Parks and Leisure Services, or his/her designee, of any problems or complaints regarding the food and beverage area, and/or other areas of the clubhouse including the golf course.
- (B) **Maintenance of Buildings:** **Operator** shall be responsible for the general maintenance of the clubhouse on a daily basis. Maintenance includes janitorial service for all interior facilities of the clubhouse, exterior entrances of the clubhouse, and daily vacuuming of the clubhouse carpeting. **Operator** shall provide all necessary cleaning supplies and equipment for these services. **Operator** agrees to post the daily cleaning schedule of the restrooms in the safe/storage room for review and inspection by the **City**.
- (C) **Maintenance of Kitchen Equipment:** Kitchen equipment, especially the grill and exhaust fan, shall not be allowed to be coated with grease. **Operator** shall be solely responsible for establishing a proper grease trap cleaning schedule meeting the requirements of Chapter 29 of the City of

Beloit Code of Ordinances and shall further be responsible for obtaining any necessary permits or licenses therefore. The exhaust filters shall be cleaned at least monthly. The grease trap shall be cleaned as needed and the material properly disposed of off-site. The floor behind the counter shall be mopped and scrubbed regularly, specifically the area under the fryer and stove.

- (D) **Compliance with Health Codes:** All state and local health laws and regulations (including any applicable Rock County ordinances) shall be strictly complied with, such as vacuuming, table cleaning, emptying of waste containers and other necessary miscellaneous housekeeping duties. The **City** can and shall without notice inspect and demand that conditions which are, in its opinion, unsanitary be corrected without delay.
- (E) **Routine Maintenance:** **Operator** shall be responsible for replacement of light bulbs and removal of blockages in restroom, kitchen and other plumbing fixtures. The **City** shall provide assistance in responding to extreme maintenance issues as deemed warranted by the Director of Parks & Leisure Services, or his/her designee.
- (F) **Trash and Litter Removal:** **Operator** shall pick up all trash and litter in the clubhouse and the immediate area surrounding the clubhouse. **Operator** shall place the trash bags within a dumpster. The **City** shall provide, at the **City's** cost, a trash dumpster within the parking lot, and will provide recycling pick-up services weekly.

- (G) **Disorderly People:** **Operator** will use its best efforts to prohibit any unlawful or disorderly conduct in the clubhouse and the immediate area surrounding the clubhouse and shall promptly notify police of such conduct.
- (H) **Repair and Maintenance of City's Equipment and Other Personal Property:** At the termination of this Agreement, **Operator** shall surrender and return the premises, including all buildings, fixtures and equipment, to the **City** in the same condition that it was in on the effective date of this Agreement, reasonable wear and tear excepted.

12. **REPAIR AND MAINTENANCE OF EQUIPMENT**

Operator shall maintain all of the **City's** equipment and other personal property listed in Exhibit B in good operating order during the term of the Agreement. **Operator** shall repair or replace all of the **City's** damaged equipment and personal property and deliver it to the **City** at the termination of this Agreement in as good a condition as when received (unless replaced), ordinary wear and tear excepted. The **City** shall replace equipment which is damaged through no fault of **Operator**, its employees or patrons and which can no longer be effectively repaired. Reparability is a matter of the sole discretion of the Director of Parks and Leisure Services. Prior to the beginning of each golf season, all property listed in Exhibit B will be checked out by the **City** and **Operator** and any repairs necessary will be made by the **City**. **Operator** will then accept the equipment "as is" and will assume the responsibility for maintenance by signing the appropriate **City** form. **Operator**, not the **City**, shall be liable for any property damage or personal injury caused by **Operator's** failure to properly operate, repair or maintain the equipment.

13. **RENOVATION AND REMODELING**

Operator shall not make any improvements to the **City's** land, buildings or fixtures without written permission from the Director of Parks and Leisure Services. Improvements shall include, but are not limited to: any change to the buildings, including the floors, walls, doors, windows and roof which would alter its physical structure or appearance; any modification to floor treatment; any modification to the building utilities, including the plumbing, electrical, sewer, heating and air conditioning systems, fire alarm and smoke detection equipment. Any such construction permitted by the **City** to be made by **Operator** shall become the property of the **City**.

14. **LICENSES AND PERMITS**

14.1 **Obtaining Licenses and Permits:** **Operator** shall obtain all licenses and permits necessary, including but not limited to those for the sale of fermented malt beverages, intoxicating liquor, food, tobacco or other products.

14.2 **Licenses not Transferable:** If issued any such licenses or permits, **Operator** shall not at any time in the future transfer or attempt to transfer any such licenses to premises other than the golf course premises. At such time as **Operator** is no longer operating the golf course facilities, **Operator** shall relinquish all such licenses and permits.

14.3 **Payment of License Fees:** **Operator** shall be obligated to secure and pay for all federal, state, and local licenses and permits and pay all sales and excise taxes required for the operation of any food or beverage concession and apparel and equipment sale or rental.

15. **INSPECTION, ACCOUNTING, AND STATISTICAL RECORDS**

15.1 **Records of Fees Collected:** **Operator** shall keep accurate records of all revenues and sales.

15.2 **Inspection of Records and Operations:** The Director of Parks and Leisure Services, or his/her designee, shall, at all times, have the authority to inspect the clubhouse facilities and **Operator's** records, including the items listed in paragraphs 17 & 20 below, to determine whether **Operator** is complying with the terms and conditions of this Agreement. The **Operator** shall also be required to submit to the City an annual profit and loss statement no later than February 15th immediately following the end of each golf season.

16. **UTILITIES**

16.1 **City Responsibility:** The **City** shall furnish the following clubhouse utilities at **City** expense:

- (A) Water, sewer, gas, and electricity.
- (B) Security alarm system.

16.2 **Operator Responsibility:** **Operator** shall pay for all utility charges for:

- (A) Installation or relocation of telephone lines for the food and beverage area of the clubhouse, if required by Operator.
- (B) Installation or relocation of telephone lines for the credit card machines for **Operator** sales, if required by Operator.
- (C) Telephone service for concessions operation and the credit card machine, if required by Operator.
- (D) Security alarm response expenses due to **Operator** staff error.
- (E) Either cable or satellite television. At least one such service is required, including a premium package with expanded sports coverage, including at least the Golf Channel.

17. **PUBLIC RELATIONS**

17.1 **Customer Service:** **Operator** and its officers, employees, agents, representatives, and contractors shall, at all times, treat the general public with the utmost courtesy, respect, and consideration. **Operator** agrees to perform periodic customer service training for **Operator's** employees. All of the **Operator's** employees and the **Operator** or manager must take the responsible beverage servers' course offered at Blackhawk Technical Institute, or an online course approved by the Wisconsin Department of Revenue, not later than 60 days after beginning employment on the premises.

18. **INDEMNIFICATION**

The **Operator** does hereby agree to indemnify and hold the **City** harmless from liability for claims of damages, including reasonable attorneys' fees, arising out of or resulting from the acts or omissions of **Operator**, its employees, agents and contractors. **Operator** shall take all reasonable precautions to protect its employees, agents, contractors and patrons from injury, damage and loss.

19. **INSURANCE**

19.1 **Insurers:** **Operator** shall, at its expense, procure the following insurance policies from insurance companies licensed to do business in the State of Wisconsin, with Best's ratings of no less than "AVII" in amounts and coverage not less than the prescribed specifications hereinafter set forth. All insurance policies and required endorsements shall be approved by the **City** prior to the execution of this Agreement.

19.2 **Commercial General Public Liability Insurance:** **Operator** shall, at its expense, procure a Commercial General Public Liability policy with the following standard limits:

- (A) General Aggregate Limit (other than Product/Completed Operations) - \$1,000,000

- (B) Products/Completed Operations Aggregate Limit - \$1,000,000
- (C) Personal & Advertising Injury Limit - \$1,000,000
- (D) Each Occurrence Limit - \$1,000,000
- (E) Fire Damage Limit/Any One Fire - \$100,000

The Commercial General Liability policy will include protection for:

- (A) Bodily Injury and Property Damage Liability arising from premises, operations, products and completed operations.
- (B) Contractual Liability insurance coverings contracts which **Operator** may enter into as part of its normal business operations, including this contract.
- (C) Full Host Liquor Liability coverage for alcohol beverages sold on the premises.
- (D) Coverage for beverage cart covered under the General Liability policy.
- (E) Coverage for property in the care, custody or control of **Operator** or a "Property of Others" policy.
- (F) Participant Accident insurance covering medical payments for injuries to persons partaking in athletic activities.
- (G) Coverage for bodily injury or personal injury inflicted by one **Operator** employee upon another.

19.3 **Worker's Compensation and Employer's Liability Insurance:** **Operator** shall provide a Worker's Compensation policy from a company licensed to do business in the State of Wisconsin which shall include employer's liability coverages as required by the State of Wisconsin.

19.4 **Proof of Insurance/Endorsement:** **Operator** shall provide the **City** with a certificate or certificates of insurance coverage required by this Agreement. The certificate(s) shall name the **City** as an additional insured and shall provide that the policies of insurance shall not be canceled or altered without 30 days prior written notice to the **City**. Such certificate(s) may not

contain any qualifications on the duty to so notify the City. **Operator** shall provide the **City** with a Notice of Cancellation Endorsement showing the **City** as an additional insured and providing for at least 30 days written advance notice to the **City** prior to any cancellation of the above policies and receipt of such notice by the **City** at any time shall be cause for termination of this Agreement at the **City's** option. The **Operator** shall further provide certified copies of all required insurance policies and endorsements thereto within ten (10) days of the **City's** written request for such copies.

19.5 **Operator's Personal Property:** **Operator** shall be responsible to insure **Operator's** personal property against damage resulting from fire, theft or other casualty.

20. **INSPECTION OF PREMISES BY CITY**

20.1 **Inspection Reports:** The **City**, its agents, employees or contractors may, randomly and/or anonymously, inspect **Operator's** operation and prepare a written report of its findings. A copy of the report shall be provided to **Operator**. The inspection may include, but is not limited to, the following:

- (A) Records relating to revenues and sales.
- (B) The clubhouse and surrounding premises.
- (C) **Operator's** enforcement of **City** ordinances, rules and regulations pertaining to the golf course clubhouse.
- (D) The work schedules of **Operator's** personnel.
- (E) Compliance with licensing regulations.
- (F) Compliance with health regulations.
- (G) Evaluation of **Operator's** delivery of service.
- (H) Conduct surveys of patron opinions.
- (I) Evaluate **Operator's** employees with regard to punctuality and quality of service.

20.2 **Cooperation of Operator:** **Operator** shall cooperate fully with the **City**, its employees, agents and contractors during inspections.

21. **INSOLVENCY OF OPERATOR**

If **Operator** should become insolvent or be declared bankrupt, the **City** shall have the right to terminate this Agreement. **Operator** shall provide immediate written notice to the Director of Parks and Leisure Services of any such filing and of any lawsuit naming the **Operator** or any of its Agents as a party.

22. **ASSIGNMENT OF CONTRACT**

Operator may not transfer or assign its interest in this Agreement without the written consent of the **City**. This Agreement shall be binding upon the parties, their successors, heirs, administrators, executors and assigns.

23. **TAXES**

Operator shall pay, when due, all taxes and assessments incurred by **Operator** in connection with the operation of this concession.

24. **AMENDMENTS TO CONTRACT**

This Agreement may not be amended except by mutual written consent of the parties.

25. **DEFAULT**

If **Operator** is in default in the performance of its obligations under this Agreement, the Director of Parks and Leisure Services shall give the **Operator** a written notice to cure the default within a reasonable period of time. If **Operator** fails to cure the default within the time specified by the Director of Parks and Leisure Services, in his/her discretion, may terminate this Agreement fourteen (14) days after date of mailing a written notice to **Operator** by registered mail at the address specified in paragraph 27 of this Agreement. **Operator** shall remove its personal property from the

premises and shall vacate the same and surrender it to the **City** at the end of the 14-day period immediately following the service of the notice.

26. **FAIR EMPLOYMENT PRACTICES**

26.1 **Affirmative Action:** **Operator** shall agree to adopt an affirmative action plan to increase in **Operator's** partners, associates and employees the representation and number of under-represented groups which have been victims of employment discrimination in all of **Operator's** departments, job classifications and salary categories. **Operator** shall agree to include the same provision in its subcontracts and to require its subcontractors to include the same provision in their subcontracts. This provision is inserted herein in compliance with Section 1.09 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.

26.2 **Non-Discrimination:** **Operator** shall not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. In the event any portion of this Agreement is sublet by **Operator**, said **Operator** shall include in such subcontract, a provision prohibiting the subcontractor from discrimination against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. This provision is inserted herein in compliance with Section 1.09 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.

26.3 **Solicitations and Advertisements:** **Operator** shall, in all solicitations or advertisements for employees, state that **Operator** is an equal opportunity employer.

27. **NOTICES**

Whenever notices are required under this Agreement, they shall be given as follows:

To the **City**:
City Manager
City of Beloit
100 State Street
Beloit, WI 53511

With a copy to:
Director of Parks and Leisure Services
City of Beloit
100 State Street
Beloit, WI 53511

To the **Operator**:
D&D Buck, LLC
3430 S. Prairie Avenue
Beloit, WI 53511

28. **AUTHORIZATION**

Operator, if a corporation, shall provide the **City** with a corporate resolution authorizing its undersigned officers to execute this Agreement on behalf of the corporation.

29. **PERSONAL GUARANTY**

The undersigned, Daniel Bucholtz and Deanne Bucholtz, hereby personally guarantee that they shall perform all of the terms and conditions of this Agreement.

30. **LIQUOR LICENSE**

This contract shall only be valid upon the **Operator** successfully obtaining a Class “B” Beer and “Class B” liquor license. Should **Operator** not successfully obtain and keep such license in effect, then this contract may be terminated by the **City** upon the **City** providing written notice of such termination to the **Operator**. Upon any such termination, all accrued annual fees shall be immediately due.

31. **CONTRACT DOCUMENTS**

The contract shall also include the Request for Proposals (RFP) and materials submitted in response thereto, with this Operating Agreement being binding in the case of any inconsistencies therein.

32. **TERMINATION**

Either party may terminate this Agreement by giving the other party 30 days prior written notice of termination. If terminated by operator, such termination shall only be effective at such time as all accrued annual fees have been fully paid. Annual fees shall be pro-rated through the termination date. Upon payment of all accrued annual fees (those fees due through the termination date), Operator and Guarantors shall have no further obligation for payment of Franchise Fees or other obligations under this Agreement for the period of time following the termination date..

IN WITNESS WHEREOF, the parties have signed this Agreement on the date set forth in the first paragraph of this Agreement.

CITY OF BELOIT

By: _____
Larry N. Arft, City Manager

ATTEST:

By: _____
Rebecca Houseman LeMire, City Clerk

D&D BUCK, LLC, by all of its members

By: _____
Daniel Bucholtz

By: _____
Deanne Bucholtz

PERSONAL GUARANTEE

Daniel Bucholtz, Personally

Deanne Bucholtz, Personally

EXHIBIT

A

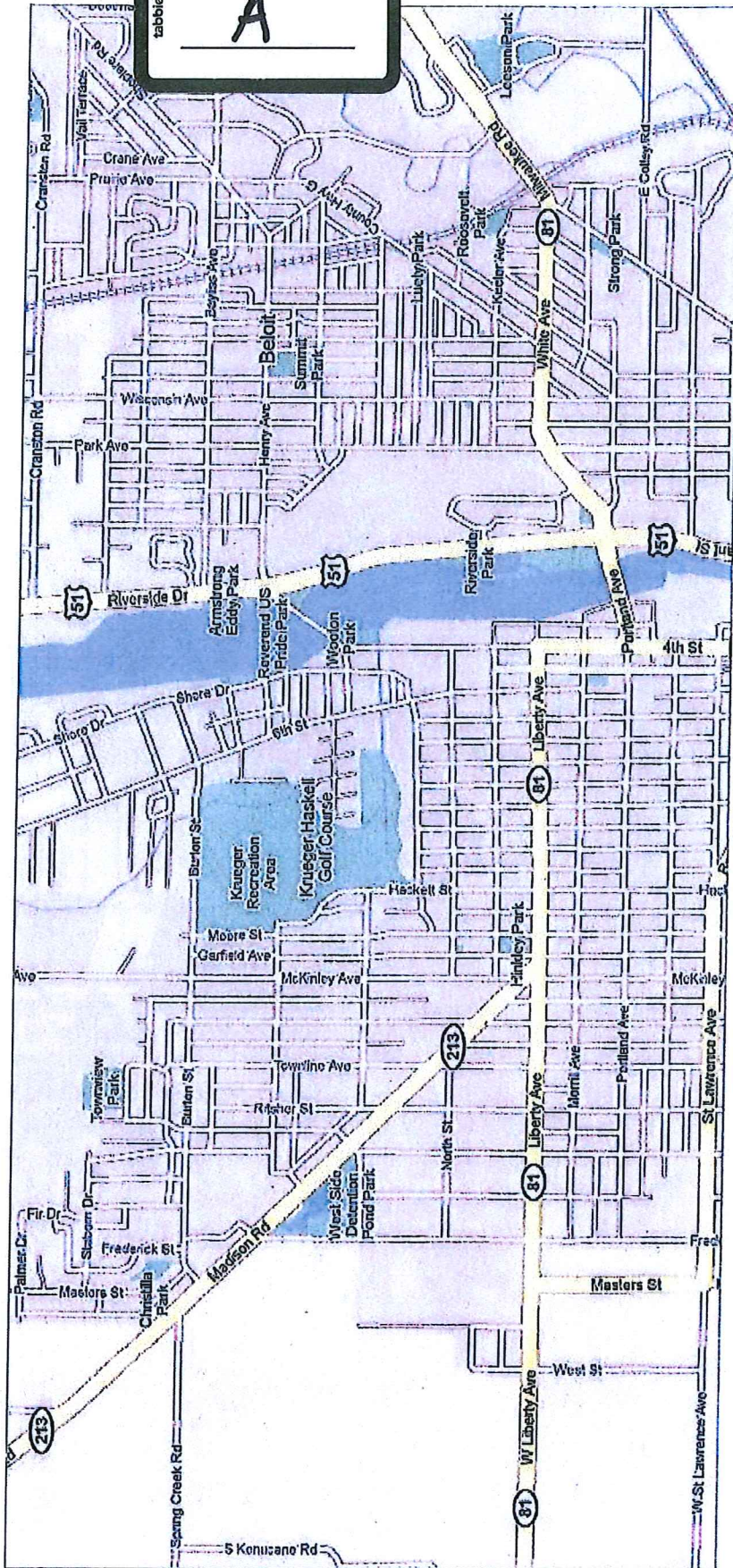


EXHIBIT B

ITEM	BRAND/MODEL	CONDITION	DATE PURCHASED
Large Refrigerator	True T-7L	Good	2005
Deep Fryer	Superior	Good	2005
Stove Behind Counter	Hobart	Good	2005
Ice Machine	Ice-O-Matic	Good	2009
Chairs (75)	Custom Stack	Good	1996
Tables (15)	Custom Plymold	Good	1996
3-Sink Counter Within Service Area		Fair	
3-Sink Counter Within Kitchen		Fair	
Plasma 50" Flat Screen TV	LG	Excellent	2010
Refrigerator in Kitchen	Arctic Air	Good	2005
Freezer in Kitchen	Arctic Air	Good	2005
Bar Stools (20)		Good	
Freezer in Kitchen	Arctic Air	Good	2005
Freezer in Kitchen	Arctic Air	Good	2005
3-Sink Counter Within Bar		Fair	
2-Bin Cooler in Bar	Superior	Good	2005
3-Bin Cooler in Bar	Superior	Good	2005
Rolling Cooler (3 Door)	True Refrigerator	Good	2005
Raised Tables (5)		Good	2005
4 Round Banquet Tables	Mighty Lite	Good	2011

**RESOLUTION
APPROVING ARBITRATION AWARD TO THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL UNION # 583, AMENDING THE 2014 BUDGET AND
AUTHORIZING AN APPROPRIATION**

WHEREAS, The City of Beloit (hereafter “City”), and the International Association of Firefighters, Local Union #583 (hereafter “Union”) had a collective bargaining agreement for 2008-2010 (initial agreement); and

WHEREAS, the parties signed the initial agreement on January 20, 2009, which included wage increases of 3% effective January 1, 2008, 3% effective January 1, 2009, and 2.5% effective January 1, 2010; and

WHEREAS, the City and the Union entered into mid-term negotiations in 2009 in response to significant cuts announced in state municipal aids for 2010; and

WHEREAS, the negotiations resulted in the creation of a Side Letter of Agreement (“Side Letter”) modifying the terms of the 2008-2010 collective bargaining agreement; and

WHEREAS, the Union agreed to delay the previously agreed upon 2010 2.5% wage increase (which was originally scheduled to take place on January 1, 2010) for two years; and

WHEREAS, on December 15, 2011, bargaining unit employees would receive a 2.5% across the board wage increase; and

WHEREAS, the City and the Union entered into a one-year contract beginning January 1, 2011, and ending December 31, 2011, which would continue to use the 2009 salary schedule, including all scheduled step increases; and

WHEREAS, the City would further guarantee fifty-seven (57) bargaining unit sworn personnel would be retained through 2010 and 2011; and

WHEREAS, any further vacancies among the sworn personnel would be filled through the normal recruitment and appointment process currently in place and overseen by the City’s Police and Fire Commission; and

WHEREAS, there would be no hiring freeze or arbitrary delay in filling vacancies; and

WHEREAS, the Letter also included provisions regarding health insurance coverage, sick leave, holiday pay and pending grievances resulting in a balanced budget for 2010 and a savings of \$106,000 as a result of the wage increase deferral; and

WHEREAS, in September 2010, due to the retirement of a Lieutenant from the department, the City used the normal promotion process to fill the lieutenant’s position through promotion from within, resulting in a vacant firefighter position; and

WHEREAS, the Department then initiated the normal recruitment process to fill the firefighter position, however for the first time, switched to the new electronic application process adopted by the Human Resources Division. The new electronic form did not include supplemental information needed by the department, which along with some administrative delays ended up taking longer than the normal six (6) months to complete; and

WHEREAS, during the development of the 2012 municipal budget, the City, responding to yet another round of revenue reductions, proposed to eliminate approximately 20 positions including five sworn firefighter positions, thereafter cancelling the selection process to fill the vacancy; and

WHEREAS, the Union filed a grievance asserting the City failed to fulfill its guarantee of retaining a staffing level of fifty-seven (57) bargaining unit sworn personnel which proceeded to arbitration with Arbitrator Millot issuing her initial award on June 1, 2012, upholding the Union's grievance while noting that no apparent harm had been done by the City's failure to fill the vacant position; and

WHEREAS, the arbitrator's initial award instructed the parties to meet and confer in an effort to agree on the appropriate remedy; and

WHEREAS, the parties could not reach consensus on an appropriate remedy and Arbitrator Millot issued a supplemental award granting all bargaining unit members back pay totaling approximately \$300,000 and a separate and distinct permanent across the board 2.5% wage increase that would be carried forward and compounded from year to year costing the City in excess of one million dollars over the next decade; and

WHEREAS, the City appealed both arbitration awards to circuit court and arguments were heard before the Honorable Barbara W. McCrory on October 16, 2013; and

WHEREAS, Judge McCrory issued a decision upholding Arbitrator Millot's June 1, 2012 decision and vacating the supplemental award issued on January 7, 2013; and

WHEREAS, Judge McCrory vacated the permanent salary increase but awarded the Union back pay retroactive from January 1, 2010 through December 15, 2011, as the appropriate remedy; and

WHEREAS, the back pay award totals \$229,270, an amount that is not budgeted for fiscal year 2014; and

WHEREAS, the 2014 Budget must be amended and an appropriation made in order to make the payout; and

WHEREAS, the City and the Union have agreed to resolve any remaining disputes over the implementation of the initial arbitration award, the supplemental award, and the Court Decision.

NOW, THEREFORE, BE IT RESOLVED that the City Manager be, and he hereby is, authorized to execute the attached settlement agreement and to do all other things necessary to implement the purposes thereof.

BE IT FURTHER RESOLVED that the 2014 Budget is hereby amended and an appropriation of funds is authorized as follows:

FUNDING:

General Fund Balance - 01611998-4999	\$204,833
Ambulance Fund Balance - 24666400-4999	<u>24,437</u>
	<u>\$229,270</u>

EXPENDITURES:

	<u>Original</u>	<u>Amended</u>	<u>Difference</u>
Fire Fighting and Rescue Wages - 01666300-5110	\$3,079,200	\$3,244,195	\$164,995
Fire Fighting and Rescue Retirement - 01666300-5191	564,014	601,460	37,446
Fire Fighting and Rescue Medicare - 01666300-519302	49,965	52,357	2,392
Ambulance Wages - 24666400-5110	605,267	624,945	19,678
Ambulance Retirement - 24666400-5191	98,817	103,291	4,474
Ambulance Medicare - 24666400-519302	8,892	9,177	<u>285</u>
Total			<u>\$229,270</u>

Adopted this 17th day of February, 2014.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Rebecca Houseman LeMire, City Clerk
tdh/files/13-1019/resolution=140203 0955 (cln)

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution approving arbitration award to the International Association of Firefighters, Local Union # 583, amending the 2014 budget, and authorizing an appropriation.

Date: February 17, 2014

Presenter(s): Larry Arft, City Manager

Department(s): City Manager/Fire Department

Overview/Background Information:

The City of Beloit ("City") and the International Association of Firefighters, Local #583 ("Union") entered into a collective bargaining agreement with the effective date of January 1, 2008 through December 31, 2010. This agreement included wage increases of 3% on January 1, 2008, another 3% on January 1, 2009, and 2.50% on January 1, 2010. The City and the Union then entered into mid-term negotiations in 2009 in response to the City's loss of substantial state financial aids for 2010, which resulted in a side letter of agreement modifying the terms of the 2008-2010 collective bargaining agreement.

In the modified agreement the Union agreed to delay the previously agreed upon 2010 2.5% wage increase for two years until December 15, 2011. The City and the Union also entered into a one-year contract beginning January 1, 2011 through December 31, 2011 which would continue to use the 2009 salary schedule, including all steps and increases. The City agreed to guarantee that fifty-seven (57) bargaining unit sworn personnel would be retained through 2010 and 2011; and vacancies would be filled through the normal recruitment and appointment process among a number of other mutually agreeable contract provisions.

In September 2010, due to the retirement of a Lieutenant from the department, the City used the normal promotion process to fill the lieutenant's position through promotion from within resulting in a vacant firefighter position. The Department then initiated the normal recruitment process to fill the firefighter position, however for the first time, switched to the new electronic application process adopted by the Human Resources Division. The new electronic form did not include supplemental information needed by the department, which along with some administrative delays ended up taking longer than the normal six (6) months to complete.

The Union filed a grievance in July, 2011 asserting the City failed to fulfill its guarantee of retaining a staffing level of fifty-seven (57) bargaining unit sworn personnel because of the vacancy still had not been filled. Meanwhile, the proposed 2012 budget was completed, to adjust to yet another, more severe round of state revenue reductions. In order to balance the General Fund budget, the City had to eliminate some twenty (20) positions including five (5) sworn positions in the Fire Department. By the fall of 2011 the City cancelled further work on the recruitment since the position was slated for elimination effective January 1, 2012, only three months into the future.

The grievance proceeded to arbitration and an initial ruling issued on June 1, 2012 upheld the Union's grievance, despite the legitimate delays in the recruitment process and the pending elimination of the position but noted that no damage had been done to bargaining unit employees and that in fact, they likely benefited from the additional overtime. The arbitrator did not stipulate a penalty but instructed the parties to meet and confer in an effort to agree on the appropriate remedy. The parties could not reach consensus on an appropriate remedy and referred the "remedy" back to the arbitrator who then issued a supplemental award granting all bargaining unit members a separate and distinct permanent across the board wage increase of 2.5% to be effective January 1, 2010. This award would be carried forward and compounded from year to year costing the City approximately \$300,000 in back pay and in excess of one million dollars the first ten years of the award.

Because of the severity of the penalty in relation to the alleged violation, as well as the fact that the Collective Bargaining Agreement prohibited use of the grievance arbitration process to increase salary or benefits, the City appealed both arbitrators' decisions to circuit court and arguments were heard before the Honorable Judge Barbara W. McCrory on October 16, 2013. Judge McCrory issued a decision upholding the arbitrator's June 1, 2012 decision (that the City had violated the side letter) but vacating the supplemental award (for monetary damages) issued on January 7, 2013. Judge McCrory then issued her own decision awarding back pay to the Union retroactive for the period of January 1, 2010 to December 15, 2011, but also eliminating the permanent salary increase, as the appropriate remedy.

The cost of this remedy will be approximately \$230,000 split between the General and the Ambulance Funds. While still an enormous sum, this award was far more favorable to the City than the original arbitrators remedy and the City and the Union have agreed to accept this ruling and not file any further appeals.

Key Issues (maximum of 5):

1. City Council was previously briefed by the City Manager and the legal team on the issues surrounding the appeal.
2. The appeal has resulted in minimizing the impact of this grievance on the taxpayers.
3. This award does not impact operations in this fiscal year but will affect fund balance in 2015 and beyond.
4. This resolution provides for mutual agreement not to enter into future legal appeals.
5. This resolution amends the 2014 budget and appropriates funding from fund balance to pay the settlement.

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

This solution minimizes the impact to the taxpayer. This solution although still costly is mandatory and is a result of a defined process set forth in the labor agreement and state law. The initial decision to appeal was in the best interest of the City and did result in substantial monetary relief over the original arbitrator's remedy. There does not appear to be further benefit to continuing the appeals process.

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:

Recommend approval of the resolution.

Fiscal Note/Budget Impact:

The narrowing of the monetary damages by Judge McCrory has eliminated the impact of future wages.

The General Fund Fire Department and Ambulance Fund Budgets will be amended as follows:

FUNDING:

General Fund Balance - 01611998-4999	\$204,833
Ambulance Fund Balance - 24666400-4999	<u>24,437</u>
	<u>\$229,270</u>

EXPENDITURES:

	<u>Original</u>	<u>Amended</u>	<u>Difference</u>
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Ambulance Medicare - 24666400-519302	8,892	9,177	<u>285</u>
Total			<u>\$229,270</u>

**GRIEVANCE SETTLEMENT AGREEMENT
BETWEEN THE
CITY OF БЕЛОIT
and
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL UNION # 583**

This Grievance Settlement Agreement (“the Agreement”) is entered into by and between the City of Beloit (“the City”) and the International Association of Firefighters, Local Union #583 (“the Union”).

WHEREAS, the Union filed a grievance on July 11, 2011 which proceeded to arbitration with Arbitrator Millot issuing her initial award on June 1, 2012 and a supplemental award on January 7, 2013; and

WHEREAS, the City appealed both arbitration awards to circuit court and Judge McCrory issued a decision on December 2, 2013 modifying the remedy in the supplemental award and the Union has filed a notice of entry of judgment of this decision (collectively “the Court Decision”); and

WHEREAS, the City and the Union have agreed to resolve any remaining disputes over the implementation of the initial arbitration award, the supplemental award, and the Court Decision.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Waiver of Appeal Rights. The City and the Union separately agree to waive any statutory right that they have to appeal the Court Decision in any manner, including but not limited to, initiating an appeal with the Wisconsin Court of Appeals, filing a motion for reconsideration or a motion for relief from judgment.

2. Payment of Back Pay to Bargaining Unit Members. The City and the Union agree that the charts attached to this Agreement represent the full and final amount due and owing to each member of the bargaining unit. The City will issue separate checks for 2010 back pay and 2011 back pay, with each check subject to all appropriate payroll deductions and tax withholding.

3. WRS Contributions. The City shall be solely responsible for payment of the WRS contributions for the amount of back pay due and owing for 2010 and 2011, and for any interests or penalties assessed by the Wisconsin Department of Employee Trust Funds.

4. No Other Obligations. The Union acknowledges and agrees that aside from the obligations set forth in Paragraphs 2 and 3 above, there are no other amounts or obligations due to bargaining unit members by the City as a result of the grievance filed on July, 2011 and/or the initial arbitration award on June 1, 2012 or the supplemental award on January 7, 2013, as modified by the Court Decision.

5. Waiver and Release by the Union. In consideration of the undertakings set forth in this Agreement, the Union, on behalf of itself and its bargaining unit members, officers, representatives, and successors and assigns, fully and forever releases and discharges the City, its respective employees, officers, elected officials, representatives, and successors and assigns, from any and all claims, demands, liabilities, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with the grievance the Union filed on July 11, 2011, the initial arbitration award on June 1, 2012, and the supplemental award on January 7, 2013, as modified by the Court Decision. This release includes claims known and unknown.

6. Waiver and Release by the City. In consideration of the undertakings set forth in this Agreement, the City, on behalf of itself and its employees, officers, elected officials, representatives, and successors and assigns, fully and forever releases and discharges the Union, its bargaining unit members, officers, representatives, and successors and assigns from any and all claims, demands, liabilities, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected the grievance the Union filed on July 11, 2011, the initial arbitration award on June 1, 2012, and the supplemental award on January 7, 2013, as modified by the Court Decision. This release includes claims known and unknown.

7. Construction and Applicable Law.

(a) This Agreement sets forth the entire intent of and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior discussions, negotiations and agreements between them. None of the parties shall be bound by any condition, definition, representation or warranty other than expressly provided in this Agreement or as subsequently set forth in writing and signed by all parties to the Agreement.

(b) This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Wisconsin.

(c) The parties understand and agree that the provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions or clauses shall not affect the validity or enforceability of the other provisions or clauses hereof.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

9. Review of Agreement.

(a) The Union states that they have carefully read this Agreement, that it has been fully explained to them by their attorney and that they fully understand its final and binding effect, that the only promises made to them to sign this Agreement are those stated above and that they are signing this Agreement voluntarily.

(b) The City states that they carefully read this Agreement, that it has been fully explained to them by their attorneys and that they fully understand its final and binding effect, that the only promises made to them to sign this Agreement are those stated above and that they are signing this Agreement voluntarily.

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A
FULL AND FINAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

Dated: February _____, 2014.

Dated: February _____, 2014.

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL
UNION # 583**

CITY OF БЕЛОIT

Scott Smith
Union President

Larry Arft
City Manager