



**AGENDA
BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, October 6, 2014**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
 - a. Proclamation declaring October 5-11, 2014, as **National Fire Prevention Week** (Liggett)
 - b. Citizen **Heroism and Good Samaritan Awards** (Liggett and Murray)
4. PUBLIC HEARINGS
 - a. Resolution authorizing a **Conditional Use Permit** to allow an outdoor seating area and outdoor sales, possession and consumption of alcohol in the CBD-2, Central Business District-Fringe, for the property located at 500 Pleasant Street (Merrill & Houston's Steak Joint) (Christensen) Plan Commission recommendation for approval 4-0
5. CITIZENS PARTICIPATION
6. CONSENT AGENDA

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

 - a. Approval of the **Minutes** of the Regular meeting of September 15, 2014 (LeMire)
 - b. Request to locate a **Wireless Communication Facility** at Telfer Park/Pohlman Field, 2301 Skyline Drive (Christensen) Refer to Plan Commission
 - c. Application for **Class "B" Beer and "Class B" Liquor License** for Overby LLC, d/b/a Alumni House, located at 863 Fifth Street, Wayne Overby, Agent (LeMire) Refer to ABLCC
 - d. Resolution approving a **Temporary Class "B"/"Class B" license** for Our Lady of Assumption Church (OLA), located at 2222 Shopiere Road, for the Gracyalny Concert event on October 18, 2014 (LeMire)
 - e. Resolution approving a **Temporary Class "B"/"Class B" license** for Our Lady of Assumption Church (OLA), located at 2222 Shopiere Road, for the Taste of OLA event on November 8, 2014 (LeMire)
7. ORDINANCES – none

8. APPOINTMENTS – none

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

10. CITY MANAGER'S PRESENTATION

- a. Presentation of proposed **2015 Operating, Library, and Capital Improvement Budgets** (Arft/Miller) (Budget available for review at www.beloitwi.gov)
- b. Schedule **Council Budget Workshop** for 8:00 a.m. on Monday, October 13, 2014, in the Community Room at the Beloit Public Library (Arft)

11. REPORTS FROM BOARD AND CITY OFFICERS

- a. Resolution authorizing the **Transfer of Ownership** of a Portion of 232 Shirland Avenue from the City of Beloit, Wisconsin to the City of South Beloit Illinois (Arft/Krueger)
- b. Resolution authorizing the City Manager to acquire **1009 Central Avenue** from Rock County (Christensen)
- c. Resolution authorizing the Public Works Department to apply for **Accreditation** through the American Public Works Association (Boysen)
- d. Resolution authorizing the City Manager to execute a **Sales Order Agreement and Maintenance Contract** for election equipment (LeMire)

12. ADJOURNMENT

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

Dated: October 1, 2014
Rebecca Houseman LeMire
City of Beloit City Clerk
www.beloitwi.gov

You can watch this meeting live on Charter PEG digital channel 992. Meetings are rebroadcast during the week of the Council meeting on Wednesday at 8:30 a.m. and Thursday at 9:00 a.m. and the following Monday at 8:00 p.m.

WHEREAS, fire is a serious public safety concern both locally and nationally, and home are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,700 people in the United States in 2013, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 370,000 home fires; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, three out of five home fire deaths result from fires in properties without working smoke alarms; and

WHEREAS, and in one-fifth of all homes with smoke alarms, none were working, when smoke alarms should have operated but did not do so it was usually because batteries were missing, disconnected, or dead; and

WHEREAS, residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home and should install smoke alarms and alert devices that meet the needs of people who are deaf or hard of hearing; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, our first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education, and the 2014 Fire Prevention Week theme, “**Working Smoke Alarms Save Lives: Test Yours Every Month!**” effectively serves to remind us that we need working smoke alarms to give us the time to get out safely.

NOW, THEREFORE, THE CITY COUNCIL PRESIDENT OF THE CITY OF БЕЛОIT does hereby proclaim October 5-11, 2014, as “**Fire Prevention Week**” throughout the City; urges all the people of City of Beloit to test their smoke alarms at least every month by pushing the test button, and supports the many public safety activities and efforts of fire and emergency services.

Presented this 6th day of October 2014.

BELOIT CITY COUNCIL

ATTEST:

Mark Spreitzer, President

Rebecca Houseman LeMire, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Citizen Citation for Bravery & Good Samaritan Awards

Date: October 6, 2014

Presenter(s): Fire Chief Bradley Liggett & Deputy Chief Joe Murray Department: Fire

Overview/Background Information: The City of Beloit Fire Department was called to a car fire on June 4, 2014. Jim and Shirley Fregeau were driving westbound on Henry Avenue at Riverside Drive when the vehicle they were driving stalled. Immediately following the vehicle stalling the car started to fill with smoke. James and Shirley struggled to exit the vehicle because the electric locks would not operate. Several cars passed by without coming to their aid as James and Shirley waived for help passerby motorists simply waved back and did not notice the situation that they were in. The first to come to their aid was Mr. Brendon Golden he attempted to break out the windows and assist them out of the car, second to arrive on the scene was Mr. Kerry Mann. Mr. Kerry Mann broke out the passenger side rear window and unlocked the doors which allowed Mr. Golden and Mr. Mann to assist James and Shirley from the burning vehicle. The quick thinking and heroic action of these two men resulted in saving the life of James and Shirley Fregeau.

Once James and Shirley were removed from the vehicle they were assisted by Janelle Mann, Stephanie Stoltz-Nevel and Renee Wood until emergency services arrived. These three Samaritans assisted by tending to the needs of the fire victims giving them a safe place to rest, calming them, providing communications to family, and summoning emergency resources.

One can only imagine the impending feeling of extreme danger and hopelessness when you are trapped inside a vehicle that is burning. The brave, selfless, immediate actions of these unsung heroes and good Samaritans are an enviable example of the residents that live in this wonderful community.

As Fire Chief of the City of Beloit Fire Department it is my honor this evening to recognize two individuals with a Citizen Citation for Bravery and three individuals this evening with Good Samaritan Awards.

Key Issues (max with minimum of 5):

1. Citizen Citation for Bravery
 - a. Mr. Kerry Mann
 - b. Mr. Brendon Golden
 2. Good Samaritan Awards
 - a. Jenell Mann
 - b. Stephanie Stoltz-Nevel
 - c. Renee Wood
-

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

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

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

Action required/Recommendation:
NONE

Fiscal Note/Budget Impact:
NA

Attachments:

RESOLUTION
AUTHORIZING A CONDITIONAL USE PERMIT TO ALLOW AN OUTDOOR SEATING AREA AND OUTDOOR SALES, POSSESSION, & CONSUMPTION OF ALCOHOL IN THE CBD-2, CENTRAL BUSINESS DISTRICT – FRINGE, FOR 500 PLEASANT STREET

WHEREAS, the application of Hendricks Commercial Properties, on behalf of the Ironworks Hotel/Merrill & Houston’s Steak Joint, for a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession, & consumption of alcohol in the CBD-2, Central Business District – Fringe, for the property located at 500 Pleasant 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 an outdoor seating area and outdoor sales, possession, & consumption of alcohol in the CBD-2, Central Business District – Fringe, for the property located at 500 Pleasant Street in the City of Beloit, for the following described premises:

Lots 1 & 2 of a Certified Survey Map as recorded in Volume 23 on Pages 1-3 of the Certified Survey Maps of Rock County, located in the City of Beloit, County of Rock, State of Wisconsin. Said parcel contains 1.26 acres, more or less.

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

1. This Conditional Use Permit authorizes a second outdoor patio to the north of the restaurant’s existing patio, and immediately adjacent to the hotel & restaurant building as shown on the site plan.
2. The outdoor seating area shall be no larger than 1,500 square feet in area and shall consist of stamped concrete surrounded by a cedar semi-privacy fence that is 32 inches in height.
3. Prior to using the outdoor seating area, the applicant shall amend the liquor license for the premises to include the second outdoor seating area.
4. The outdoor seating area shall include an outdoor alarm, marked exits, clear 36’’ exit pathways, and no net loss in exit width. Construction vehicles and equipment may not be operated on the City’s bike path.
5. The Fire Inspector and Building Official will inspect the completed outdoor seating area and establish a maximum occupancy, which shall be posted inside the building and within the outdoor seating area.
6. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Director of Planning & Building Services may approve minor changes administratively.

Adopted this 6th day of October, 2014.

BELOIT CITY COUNCIL

Mark Spreitzer, 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 500 Pleasant Street

Date: October 6, 2014

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

Kevin Rogers of Hendricks Commercial Properties, on behalf of the Ironworks Hotel/Merrill & Houston's Steak Joint, has filed an application for a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession, & consumption of alcohol in the CBD-2, Central Business District – Fringe, for the property located at 500 Pleasant Street. The attached **Location and Zoning Map** shows the location of the parcel involved in this application.

Key Issues (maximum of 5):

- The applicant has proposed a second outdoor patio, which will be constructed just north of the restaurant's existing outdoor patio, which was issued a Conditional Use Permit in 2001. The proposed patio will be utilized during major events (e.g. wedding receptions, business meetings) and will be accessible through existing exit doors that serve the restaurant's private dining areas.
 - The proposed patio is approximately 1,500 square feet in area and will consist of stamped concrete surrounded by a cedar semi-privacy fence that is 32 inches in height. The proposed area includes a gradual slope down towards the bike path, so the fence will be approximately 2 feet taller when viewed from the bike path. The fence will be constructed on top of the thickened edge patio, and the exposed edge will be stamped concrete as well. The existing bollard-style lights will be removed, but the I-beam fence posts will include embedded down lights.
 - Section 4-902 of the Zoning Ordinance states that outdoor seating areas for restaurants in the CBD are only allowed if reviewed and approved in accordance with the Conditional Use Permit review procedures. The application and site plan are attached to this report. The proposed outdoor seating area must be completed and the applicant must expand the restaurant's liquor license to include the outdoor area before the use may be established.
 - The City's Review Agents have reviewed this application. The Fire Department requested outdoor alarms, marked exits, clear 36" exit pathways, and no net loss in exit width. The Engineering Division commented that construction vehicles and equipment may not be operated on the City's bike path. The other Review Agents didn't comment.
 - The Plan Commission reviewed this item on September 17, 2014 and voted unanimously (4-0) to recommend approval of the Conditional Use Permit, subject to the six conditions recommended by Planning staff.
-

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

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

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

- **Reduce dependence upon fossil fuels** – 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: September 17, 2014

Agenda Item: 3

File Number: CU-2014-07

Applicant: Hendricks Commercial Properties

Owner: Geronimo Hospitality Group LLC

Location: 500 Pleasant Street

Existing Zoning: CBD-2, Central Business District – Fringe

Existing Land Use: Hotel & Restaurant

Parcel Size: 1.26 Acres

Request Overview/Background Information:

Kevin Rogers of Hendricks Commercial Properties, on behalf of the Ironworks Hotel/Merrill & Houston's Steak Joint, has filed an application for a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession, & consumption of alcohol in the CBD-2, Central Business District – Fringe, for the property located at 500 Pleasant Street. The attached **Location and Zoning Map** shows the location of the parcel involved in this application.

Key Issues:

- The applicant has proposed a second outdoor patio, which will be constructed just north of the restaurant's existing outdoor patio, which was issued a Conditional Use Permit in 2001.
- The proposed patio will be utilized during major events (e.g. wedding receptions, business meetings) and will be accessible through existing exit doors that serve the restaurant's private dining areas.
- The proposed patio is approximately 1,500 square feet in area and will consist of stamped concrete surrounded by a cedar semi-privacy fence that is 32 inches in height. The proposed area includes a gradual slope down towards the bike path, so the fence will be approximately 2 feet taller when viewed from the bike path. The fence will be constructed on top of the thickened edge patio, and the exposed edge will be stamped concrete as well. The existing bollard-style lights will be removed, but the I-beam fence posts will include embedded down lights.
- Section 4-902 of the Zoning Ordinance states that outdoor seating areas for restaurants in the CBD are only allowed if reviewed and approved in accordance with the Conditional Use Permit review procedures. The application and site plan are attached to this report.
- The proposed outdoor seating area must be completed and the applicant must expand the restaurant's liquor license to include the outdoor area before the use may be established.
- According to the applicant, the proposed outdoor seating area will include lounge-style seating (e.g. outdoor couches).
- The City's Review Agents have reviewed this application. The Fire Department requested outdoor alarms, marked exits, clear 36" exit pathways, and no net loss in exit width. The Engineering Division commented that construction vehicles and equipment may not be operated on the City's bike path. The other Review Agents didn't comment.
- The attached Public Notice was sent to three nearby property owners. Planning staff has not received any comments.
- **Findings of Fact**

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

- a. *Whether the establishment, maintenance, or operation of the conditional use will be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;*
 - The proposed outdoor seating area will be utilized during major entertainment events that are already being hosted in the hotel, and will be inherently compatible with those events.
- b. *Whether the conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted;*
 - Due to the proximity of the upper floor guest rooms, the hotel will police itself in terms of hours of operation, noise, and glare. The general public will not be impacted.
 - The outdoor seating area will be set back at least 10 feet from the bike path, and the proposed fence will create a solid barrier to distinguish the public realm from the private patio.
- c. *Whether the conditional use will substantially diminish or impair property values within the neighborhood of the subject property;*
 - The continual improvement of the Ironworks Hotel site, including the proposed outdoor seating area, will enhance 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 surrounding area is fully (re)developed.

- e. *Whether the exterior architectural design or site layout of the proposed conditional use is so dissimilar or otherwise incompatible with existing or proposed development in the immediate neighborhood that it will cause a depreciation in property values;*
 - The proposed outdoor seating area will be constructed using high-quality, durable materials that are consistent with the “Ironworks” theme offered by the hotel and the Ironworks campus on the opposite side of the Rock River.
- 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 proposed outdoor seating area.
- g. *Whether adequate measures will be taken to minimize traffic congestion; and*
 - There are no off-street parking requirements in the CBD and the proposed outdoor seating area is not expected to cause traffic congestion.
- h. *Whether the conditional use will comply with all applicable regulations of the Zoning Ordinance.*
 - The conditional uses will comply with all other applicable regulations of the Zoning Ordinance.

Consistency with Comprehensive Plan and Strategic Plan:

The City’s Comprehensive Plan refers to the Downtown Plan, which recommends *Neighborhood Commercial uses* for the subject property. This request and the underlying CBD zoning classification are consistent with this recommendation. Consideration of this request supports City of Beloit Strategic Goal #5.

Sustainability:

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

Staff Recommendation:

The Planning & Building Services Division recommends **approval** of a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession, & consumption of alcohol in the CBD-2, Central Business District – Fringe, for the property located at 500 Pleasant Street, based on the above Findings of Fact and subject to the following conditions:

1. This Conditional Use Permit authorizes a second outdoor patio to the north of the restaurant’s existing patio, and immediately adjacent to the hotel & restaurant building as shown on the site plan.
2. The outdoor seating area shall be no larger than 1,500 square feet in area and shall consist of stamped concrete surrounded by a cedar semi-privacy fence that is 32 inches in height.
3. Prior to using the outdoor seating area, the applicant shall amend the liquor license for the premises to include the second outdoor seating area.
4. The outdoor seating area shall include an outdoor alarm, marked exits, clear 36” exit pathways, and no net loss in exit width. Construction vehicles and equipment may not be operated on the City’s bike path.
5. The Fire Inspector and Building Official will inspect the completed outdoor seating area and establish a maximum occupancy, which shall be posted inside the building and within the outdoor seating area.
6. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Director of Planning & Building Services may approve minor changes administratively.

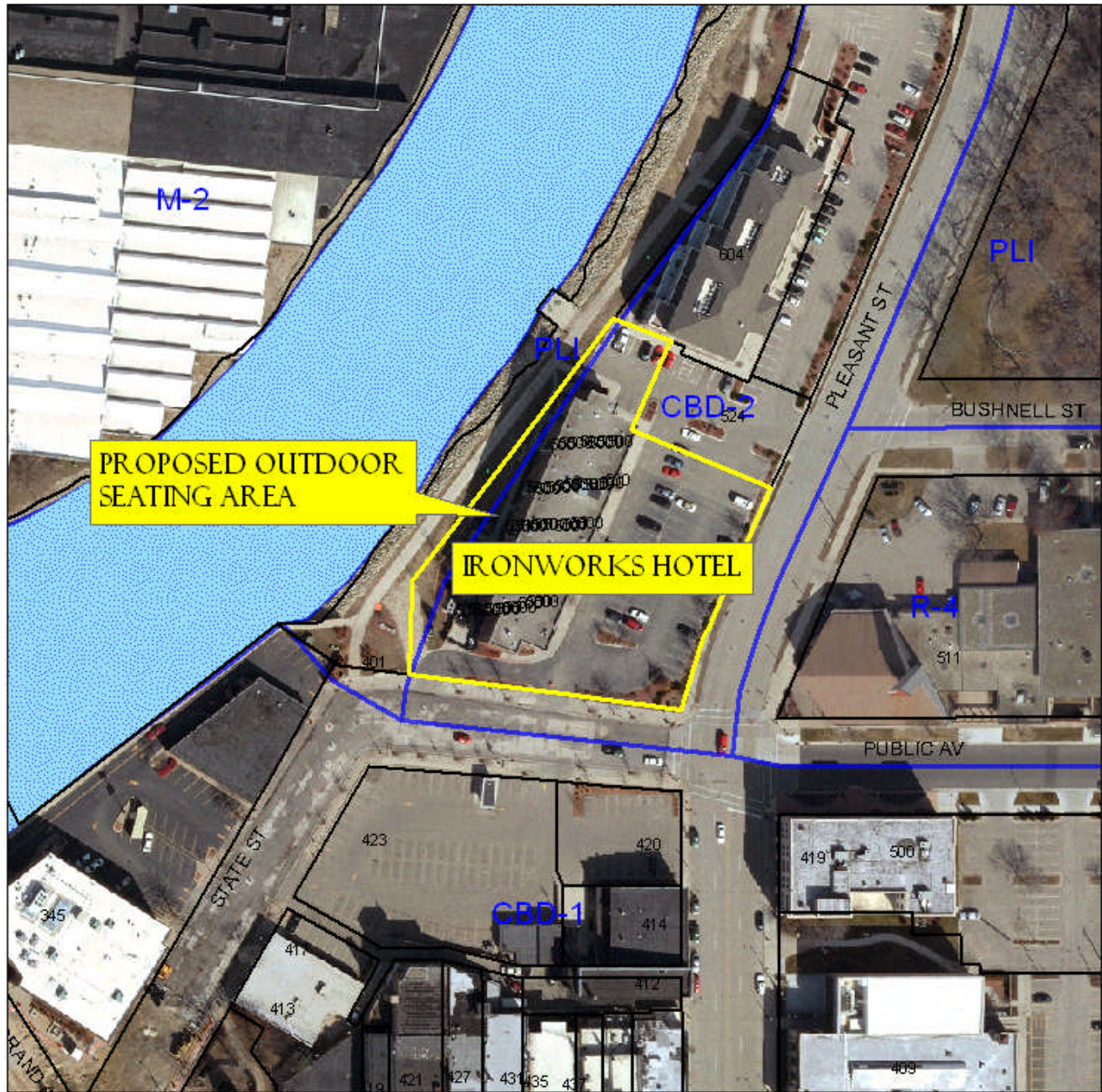
Fiscal Note/Budget Impact: N/A

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

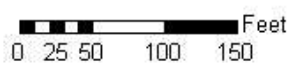
Location & Zoning Map

500 Pleasant Street

CU-2014-07



1 inch = 117 feet



Legend

- COB Parcels
- Zoning District

Map prepared by: Drew Pennington, AICP
Date: September 2014
For: City of Beloit Planning & Building Services
Date of Aerial Photography: March 2011

PLANNING & BUILDING SERVICES DIVISION



Example of I-Beam Post With Light

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: CN-2014-07

1. Address of subject property: 500 Pleasant St.

2. Legal description: Deed attached

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

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

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

3. Tax Parcel Number(s): See Attachment 13531000

4. Owner of record: GERONIMO Hospitality Group Phone: _____

525 Third St Suite 300 Beloit WI 53511
(Address) (City) (State) (Zip)

5. Applicant's Name: Kevin Rogers & Mike Mendino, HCP

655 Third St., Suite 301 Beloit, WI 53511
(Address) (City) (State) (Zip)

(608) 295-0929 1 kevin.rogers@hendricksgroup.net
(Office Phone #) (Cell Phone #) (E-mail Address)

6. All existing use(s) on this property are: Hotel / Restaurant

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

A Conditional Use Permit for: Outdoor Patio to serve business meetings and receptions in a(n) CBD-2 Zoning District.

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

Principal use: No Change.

Secondary use: _____

Accessory use: _____

9. Project timetable: Start date: _____ Completion date: _____

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

- Owner
- Leasehold, length of lease: _____
- 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.

 / Mark Membrino / 8-22-14
 (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: <u>\$275.00</u> Meeting date: <u>Sept. 17, 2014</u>
No. of notices: _____	x mailing cost (\$0.50) = cost of mailing notices: \$ _____
Application accepted by: <u>Drew Prington</u>	Date: <u>8/22/14</u>



NOTICE TO THE PUBLIC

September 5, 2014

To Whom It May Concern:

Kevin Rogers of Hendricks Commercial Properties, on behalf of the Ironworks Hotel/Merrill & Houston's Steak Joint, has filed an application for a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession, & consumption of alcohol in the CBD-2, Central Business District – Fringe, for the property located at:

500 Pleasant Street.

The applicant has proposed a second outdoor patio, which will be constructed just north of the restaurant's existing outdoor patio. The proposed patio will be utilized during major events (e.g. wedding receptions, business meetings) and will be accessible through existing exit doors serving the restaurant's private dining areas.

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

City Plan Commission: Wednesday, September 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.

City Council: Monday, October 6, 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 Drew Pennington, AICP in the Planning & Building Services Division at (608) 364-6711 or penningtond@beloitwi.gov. Comments will be accepted via telephone, email, and U.S. Mail.

ARNOLD BELOIT COMPANY LLC
1835 N FREEMONT
CHICAGO, IL 60614

HENDRICKS COMMERCIAL
PROPERTIES LLC
525 THIRD ST STE 300
BELOIT, WI 53511

FIRST NATIONAL BANK &
TRUST COMPANY OF BELOIT
345 E GRAND AVE
BELOIT, WI 53511

GERONIMO HOSPITALITY
GROUP LLC
655 THIRD ST STE 301
BELOIT, WI 53511

THE RIVER OF LIFE UMC
2375 PRAIRIE AVE
BELOIT, WI 53511



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
Monday, September 15, 2014

Presiding: Mark Spreitzer
Present: Sheila De Forest, Charles M. Haynes, Regina Hendrix, Ana Kelly, and David F. Luebke
Absent: Chuck Kincaid

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 Charles Haynes presented a proclamation declaring September 18, 2014 **Pitt Hopkins Awareness Day** in the City of Beloit to the Chadwick family in honor of Adalyn Grace Chadwick, who was diagnosed with PTHS. The Chadwick family thanked the City Council for the proclamation and for bringing awareness to this rare and severe neurological disorder. File 7148
4. PUBLIC HEARINGS
 - a. Community Development Director Julie Christensen presented a resolution approving a **2014 HOME Budget Amendment**. It was noted that the Community Development Authority recommended approval 6-0. Ms. Christensen explained that this property located at 422 Bluff Street contains two houses, one addressed 422 Bluff Street and one addressed 310 Euclid Avenue. She said that there are funds in the City's Capital Improvements Budget to demolish 422 Bluff and that the budget amendment will allow for 310 Euclid to be rehabilitated and moved to the front of the lot. Ms. Christensen also said that a historic-looking porch will be added to 310 Euclid to ensure that it fits in the neighborhood. Councilor Spreitzer opened and closed the public hearing without participation. Councilor De Forest asked about the historical significance of the property, and Ms. Christensen stated that it located in the Bluff Street Historic District. She said that the Landmarks Commission felt that it is important not to create additional vacant lots in the district. Ms. Christensen stated that 310 Euclid was chosen for rehabilitation because the structure is sound and the inside is in much better shape than 422 Bluff. Councilor Haynes made a motion to adopt the resolution, and Councilor Kelly seconded. The motion carried 6-0. File 8617
5. CITIZENS PARTICIPATION – none
6. CONSENT AGENDA

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

- a. The **Minutes** of the regular meeting of September 2, 2014, were approved.
- b. The application for a **Conditional Use Permit** to allow an outdoor seating area and outdoor sales, possession and consumption of alcohol in the CBD-2, Central Business District-Fringe, for the property located at 500 Pleasant Street (Merrill & Houston's Steak Joint), was referred to the Plan Commission. File 7799/8645
- c. The application for an amendment to the Class "B" Beer and "Class B" liquor license for Merrill & Houston's Steak Joint, LLC, Owned by Geronimo Hospitality Group, LLC, d/b/a Merrill &

Houston's Steak Joint, located at 500 Pleasant Street, for an **Outdoor Premises Extension**, was referred to the Alcohol Beverage License Control Committee. File 7799/8645

- d. The resolution approving a **Class "B" Beer and Reserve "Class B" Liquor License** for Fiesta Cancun Authentic Mexican Restaurant of Beloit, Inc., Jose Cortes, Agent, located at 2648 Prairie Avenue, was adopted. File 8645
- e. The resolution approving **Change of Agent** for the Board of Trustees – Beloit College, d/b/a Beloit College Coughy Haus, located at 708 Clary Street, from Steven Oliveri to Katie Marse, was adopted. File 8645
- f. The resolution approving **Change of Agent** for The Last Lap Inc., d/b/a The Last Lap, located at 1028 Mary Street, from James W. Sandmire to Bradley J. Sandmire, was adopted. File 8645
- g. Public Works Director Greg Boysen presented a resolution awarding Public Works Contract **C14-14, Eagles Ridge Park Pedestrian Path**. He explained that this is a 10-foot wide path that will be 1900 feet in length and located in Eagles Ridge Park. Councilor De Forest asked how the project will be funded, and Mr. Boysen said that it would be funded through the tax increment district. Councilor De Forest asked why the path is asphalt and if there will be an expectation for snow removal in the winter. Mr. Boysen said that the path is asphalt because of the durability and permanence of the project. He also said that it is a circular path within the park not used for transportation so it will not be plowed. Councilor Haynes made a motion to adopt the resolution, and Councilor Luebke seconded. The motion carried 6-0. File 8657

7. ORDINANCES – none

8. APPOINTMENTS

Councilor Spreitzer announced the openings and submitted the following appointments to the City Committees, Boards, and Commissions for approval. Councilor Kelly made a motion to approve the appointments, and Councilor Luebke seconded. The motion carried 6-0.

- a. **Municipal Golf Committee:** Andrew Insko for a term ending December 31, 2016. File 7382
- b. **Park, Recreation & Conservation Advisory Commission:** Therese Oldenberg for a term ending September 30, 2017, and Chad P. Larson for a term ending September 30, 2017. File 6180
- c. **Plan Commission:** Bill Mathis for a term ending April 30, 2015. File 6064

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor De Forest said that it was a pleasure to meet Adalyn Chadwick and asked residents to be generous to the upcoming Salvation Army coat drive.
- Councilor Luebke said that he attended a community gathering in Summit Park on Sunday and that the doors from the "Come and Knock on our Doors" campaign were sold with the proceeds benefitting the Angel Museum and Vets Roll.
- Councilor Hendrix said that a new "Brave Mommas" group has formed with the goal of protecting children and that the first meeting will be on September 18th at 7:00 p.m. in the Community Action Board Room at the Eclipse Center. She said the Beloit Residents Against Violence Everywhere (BRAVE) group will take walks at 3:00 p.m. in the neighborhoods around Hackett and Merrill Schools. She said that she is excited to see the completed additions to Gaston and Cunningham Schools and that the Beloit Memorial High School Homecoming is next week.
- Councilor Kelly said that she went to Beckman Mill during Heritage Week and watched the mill in operation. She said that she is the proud owner of the Purple Knight Door.
- Councilor Spreitzer said that he is looking forward to the Beloit College Homecoming and Family Weekend September 26th through 28th.

10. CITY MANAGER'S PRESENTATION – none

11. REPORTS FROM BOARD AND CITY OFFICERS

- a. Ms. Christensen presented a resolution authorizing the City Manager to Acquire **Tax Delinquent Properties** from the Rock County Treasurer. She stated that the 1255 Harrison Avenue is listed in the resolution; however, the County will not be able to take possession of the property so the City will not be purchasing it. Councilor Spreitzer asked if the money saved from the Harrison property would be used at the auction, and Ms. Christensen stated that the extra money may be used for demolition costs due to condemnations. De Forest said that she would like to see as many houses sold at auction to private individuals as possible. Councilor Luebke made a motion to adopt the resolution, and Councilor Haynes seconded. The motion carried 6-0. File 8102
- b. Ms. Christensen presented a resolution authorizing release of **Deed Restriction** for 1021 Central Avenue. She stated that, in 2002, Habitat for Humanity purchased lots with Community Development Block Grant (CDBG) funds and that the house at 1021 Central Avenue was constructed and given to a low-moderate income family. Ms. Christensen stated that the original owner lived there for several years, which satisfied Habitat's restriction that the property be owner occupied for five years. She stated that the property is for sale and that an investor has made an offer to purchase it but that the existing deed restriction would not allow this sale. Councilor Kelly said that she does not want to see another income property. The Real Estate Agent said that her seller would like to sell this house to purchase another house in Beloit that is currently being used as a rental. Councilor De Forest said that she is concerned that the original intent of the deed restriction was that the house be owner occupied. The agent said that the lot was purchased for over \$10,000 with minimal CDBG funds. Interim City Attorney Elizabeth Krueger stated that a negative vote tonight does not stop the Council from removing the deed restriction at a later date. Councilor Haynes made a motion to adopt the resolution, and Councilor Hendrix seconded. The motion failed unanimously 0-6. File 8658
- c. Mr. Boysen presented a resolution rescinding **Public Works Contract C14-04** bid award, Gateway Sewer and Water Extension. He said that the low bid was from LTL Enterprises, Inc. and that they assured the City they had the means to complete the project. He said that the company has been incommunicative and has not completed the contract. Councilor Luebke said that he is glad that the City will be going after the bid bond. Councilor De Forest asked that the City not accept bids from this contractor in the future. Mr. Boysen stated that their background was reviewed and determined to be responsible; however, they will not have to accept a bid from them in the future. Councilor Luebke made a motion to adopt the resolution, and Councilor Haynes seconded. The motion carried 6-0. File 8656
- d. Mr. Boysen presented a resolution re-awarding **Public Works Contract C14-04**, Gateway Sewer and Water Extension and amending the 2013 Capital Improvements Budget. He stated that MZ Construction, Inc. was the second lowest bidder but that the bid was much higher than the Engineer's estimate so a budget amendment is necessary. Councilor Spreitzer asked if the City has ever worked with MZ construction before, and City Engineer Mike Flesch responded that the City has not but that the company has done many projects for the State of Wisconsin. Councilor De Forest asked if the City could re-bid this project, and Mr. Flesch said that the project would not be done this year if re-bid. He said that the project is funded through the tax increment district. Councilor Haynes made a motion to adopt the resolution, and Councilor De Forest seconded. The motion carried 6-0. File 8656

12. At 7:47 p.m., Councilor Hendrix made a motion to adjourn the meeting, and Councilor Luebke seconded. The motion carried 6-0.

Rebecca Houseman LeMire, City Clerk

www.beloitwi.gov

Date approved by Council:

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Construction of a Wireless Communications Tower in Telfer Community Park Located at 2301 Skyline Drive – Council Referral to the Plan Commission

Date: October 6, 2014

Presenter(s): Julie Christensen

Department(s): Community Development

Overview/Background Information:

Ton 80 Realty Services, Inc., on behalf of Verizon Wireless, has requested that the Plan Commission and City Council review their proposed plans to construct a 105-foot monopole tower in Telfer Community Park located at 2301 Skyline Drive.

Key Issues (maximum of 5):

- The proposed monopole tower and related accessory equipment will be located in an approximately 30-foot by 50-foot leased compound area on the east side of the park, just north of the main parking lot. The leased area will be surrounded by a vinyl privacy fence that is white in color. The proposed lease between the City of Beloit and Verizon Wireless is a separate action item for City Council review.
- The proposed tower and compound area have been designed to accommodate two additional wireless providers' antennas and equipment. Future co-locations will require separate leases between the City and other wireless providers.
- The proposed tower location was selected in order to minimize disruption to existing park uses and to provide the greatest future flexibility in the event that the park is re-programmed or re-designed for other uses.
- Telfer Community Park is zoned PLI, Public Lands and Institutions District.
- The Parks & Recreation Commission reviewed and recommended approval of this proposal on September 10, 2014, but expressed a preference for a fence color other than white.
- The proposed site plan and tower elevations are attached to this report.

Conformance to Strategic Plan (List key goals this action would support and 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):

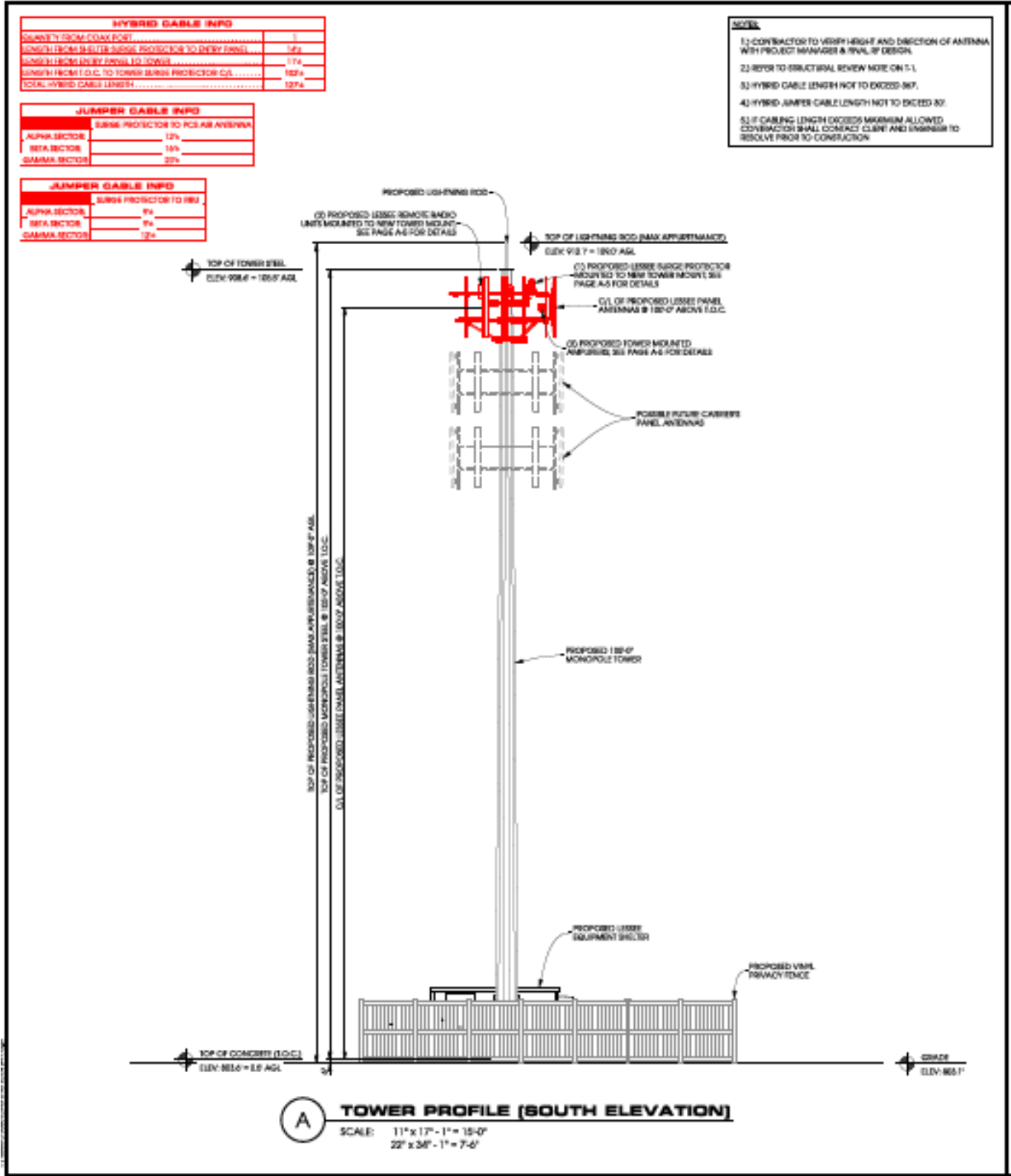
- Reduce dependence upon fossil fuels – N/A
- Reduce dependence on chemicals and other manufacturing substances that accumulate in nature – N/A
- Reduce dependence on activities that harm life sustaining eco-systems – N/A
- Meet the hierarchy of present and future human needs fairly and efficiently –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

Action required/Recommendation:

- Referral to the Plan Commission for the October 8, 2014 meeting
- This item will most likely return to the City Council for review and possible action on October 20, 2014

Fiscal Note/Budget Impact: If approved, Verizon Wireless will pay the City \$1,900 per month in lease payments.

Attachments: Site Plan & Tower Elevation



ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning _____ 20 _____ ;
ending _____ 20 _____

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

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

Applicant's Wisconsin Seller's Permit Number: <u>456-1028299233</u> 02	
Federal Employer Identification Number (FEIN): <u>46-3309616</u>	
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>5000</u>
TOTAL FEE	\$

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): OVERBY 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	<u>Member WAYNE JOHN OVERBY</u>	<u>1226-C-MCKINLEY AVE</u>	<u>Beloit WI 53511</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>WAYNE OVERBY</u>	<u>1226-C-MCKINLEY AVE</u>	<u>Beloit WI 53511</u>
Directors/Managers			

3. Trade Name ALUMNI HOUSE Business Phone Number AGENT 608-322-2546
4. Address of Premises 863 5th 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 SEPT 2013 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.) SINGLE STORY 3600 SQ. FT. CONCRETE BLOCK BUILDING

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? ALUMNI HOUSE MTI Enterprises, LTD
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 23rd day of October, 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)
[Signature]
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk <u>9-23-14</u>	Date reported to council/board <u>10-6-14</u>	Date provisional license issued <u>---</u>	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer(s)/members/managers of OVERBY 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 ALUMNI HOUSE
(trade name)

located at 863 5th St. - Beloit, WI 53511

appoints WAYNE JOHN OVERBY
(name of appointed agent)
1226-C McKinley 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).
Riverside Community Club - WAYNE JOHN OVERBY, AGENT - Beloit Township

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? 22 years

Place of residence last year 1226-C-McKinley Ave - Beloit WI

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

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

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

ACCEPTANCE BY AGENT

I, WAYNE JOHN OVERBY
(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.

[Signature] 9/23/14 Agent's age _____
(signature of agent) (date)

1226-C-McKinley 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)		(first name)		(middle name)	
OVERYBY		WAYNE		JOHN	
Home Address (street/route)		Post Office	City	State	Zip Code
1226 C McKinley Ave		BELOIT	BELOIT	WI	53511
Home Phone Number cell #		Age	Date of Birth	Place of Birth	
608-322-2546				VALLEY CITY NORTH DAKOTA	

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.
- President AGENT of OVERBY 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? 22 YEARS
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. BAR DOWN UNDER - 3360 Riverside Dr. - Beloit WI (on Premise)
(Name, Location and Type of License/Permit) ALCOHOL CONSUMPTION
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify.

(Name of Wholesale 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
BAR DOWN UNDER	3360 Riverside Dr. - Beloit, WI	9/17/2013	Present
COUNTRY STORE	230 Shirland Ave - Beloit, WI	1/2/2002	6/1/2005

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 23rd day of September, 20 14

[Signature]
(Clerk/Notary Public)

[Signature]
(Signature of Named Individual)

My commission expires 8-27-17



Printed on
Recycled Paper

Wisconsin Department of Revenue

**RESOLUTION APPROVING A TEMPORARY CLASS “B”/“CLASS B” RETAILER’S
LICENSE FOR OUR LADY OF THE ASSUMPTION CHURCH**

WHEREAS, Our Lady of the Assumption Church (OLA) has applied for a Temporary Class “B”/“Class B” Retailer’s License to allow the possession, consumption, and sale of beer and wine for a special event on October 18, 2014, at 2222 Shopiere Road; and

WHEREAS, in accordance with §125.68(3) of Wisconsin Statutes, a majority of the City Council must vote to approve this application because of OLA’s proximity to a church and school; and

WHEREAS, the Beloit City Council approved a Conditional Use Permit on September 2, 2014, allowing the sales, possession, and consumption of alcohol on this property, located in a PLI, Public Lands and Institutions zoning district.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit hereby approves this Temporary Class “B”/“Class B” Retailer’s License for OLA’s special event on October 18, 2014.

Dated this 6th day of October 2014.

Mark Spreitzer, Council President

Attest:

Rebecca Houseman LeMire, City Clerk

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

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

FEE \$ 10 P.L. 9-11-14

Application Date: 9-11-14

Town Village City of BELOIT County of Rock

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

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning Oct. 18, 2014 and ending Oct. 18, 2014 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

(a) Name OUR LADY OF THE ASSUMPTION

(b) Address 2222 SHOPIERE ROAD BELOIT, WISCONSIN
(Street) Town Village City

(c) Date organized 1953

(d) If corporation, give date of incorporation _____

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

(f) Names and addresses of all officers:
 President Pastor Very Rev. Paul Ugo Arinze 2222 Shopiere Rd Beloit, WI 53511
 Vice President TRUSTEE Florian Gusk 8745 Loversgate Rd. Roscoe, IL 61073
 Secretary TRUSTEE Sandra Blewins Sandra J Blewins
 Treasurer 10824 Borego Tr. Roscoe, IL 61073

(g) Name and address of manager or person in charge of affair: Randy GRACZYNSKY 882 E. DAFFODIL LN. BELoit 608-1-76-5110

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

(a) Street number 2222 Shopiere Rd.

(b) Lot _____ Block _____

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

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

3. NAME OF EVENT

(a) List name of the event GRACZYNSKY FAMILY CONCERT

(b) Dates of event Oct. 18, 2014

DECLARATION

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

Officer Florian Gusk 9/9/14
(Signature/date)

Our Lady of the Assumption
(Name of Organization)
 Officer Very Rev. Paul Ugo Arinze 9/11/2014
(Signature/date)

Officer Sandra J Blewins 9/10/14
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk 9-11-14

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

**RESOLUTION APPROVING TEMPORARY CLASS “B”/“CLASS B” RETAILER’S
LICENSE FOR OUR LADY OF THE ASSUMPTION CHURCH**

WHEREAS, Our Lady of the Assumption Church (OLA) has applied for a Temporary Class “B”/“Class B” Retailer’s License to allow the possessions, consumption, and sale of beer and wine for a special event on November 8, 2014, at 2222 Shopiere Road; and

WHEREAS, in accordance with §125.68(3) of Wisconsin Statutes, a majority of the City Council must vote to approve this application because of OLA’s proximity to a church and school; and

WHEREAS, the Beloit City Council approved a Conditional Use Permit on September 2, 2014, allowing the sales, possession, and consumption of alcohol on this property, located in a PLI, Public Lands and Institutions zoning district.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit hereby approves this Temporary Class “B”/“Class B” Retailer’s License for OLA’s special event on November 8, 2014.

Dated this 6th day of October 2014.

Mark Spreitzer, Council President

Attest:

Rebecca Houseman LeMire, City Clerk

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

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

FEE \$ 10 pd. 9-11-14

Application Date: 9-11-14

Town Village City of BELOIT County of ROCK

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

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning Nov. 8, 2014 and ending Nov 8, 2014 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

(a) Name OUR LADY OF THE ASSUMPTION

(b) Address 2222 SHOPIERE ROAD BELOIT, WISCONSIN

(c) Date organized 1953

(d) If corporation, give date of incorporation

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

(f) Names and addresses of all officers:

President PASTOR Very Rev. Paul Ugo Arinze 2222 Shopiere Rd Beloit, WI 53511

Vice President TRUSTEE Florian Gusk 8715 Lovesee Rd Roscoe, IL 61073

Secretary TRUSTEE Sandra Blewins Dania Blewins

Treasurer 10824 Barage Tr. Roscoe, IL 61073

(g) Name and address of manager or person in charge of affair: David + Theresa Wilson 1641 Fuchsia Rd Beloit

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

(a) Street number 2222 Shopiere Rd.

(b) Lot Block

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

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

3. NAME OF EVENT

(a) List name of the event Taste of OLA

(b) Dates of event Nov. 8, 2014

DECLARATION

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

Officer Florian Gusk 9/9/14 (Signature/date)

Officer Sandra Blewins 9/10/14 (Signature/date)

Our Lady of the Assumption (Name of Organization)

Officer Very Rev. Paul Ugo Arinze 9/10/14 (Signature/date)

Officer (Signature/date)

Date Filed with Clerk 9-11-14

Date Reported to Council or Board

Date Granted by Council

License No.

**RESOLUTION AUTHORIZING THE TRANSFER OF OWNERSHIP
OF A PORTION OF 232 SHIRLAND AVENUE FROM THE CITY OF БЕЛОIT, WISCONSIN
TO THE CITY OF SOUTH БЕЛОIT, ILLINOIS**

WHEREAS, the City of Beloit is the owner of certain real property commonly known as Shirland Avenue, South Beloit, Illinois, with PIN No. 04-05-152-001 and consisting of approximately 0.31 acres ("Property"); and

WHEREAS, the Property is part of the property purchased by the City in 2012 as part of the City's downtown redevelopment initiative; and

WHEREAS, at the time of the purchase of 232 Shirland it was the intention of the Council to transfer that part of the property situated in the State of Illinois to the City of South Beloit, Illinois; and

WHEREAS, the City has an interest in assisting in the development of parkland and furthering the efforts to develop the Property for parkland use; and

WHEREAS, the City of South Beloit, Illinois has completed an environmental assessment and has agreed to take title to the Property and hereinafter be responsible for the ownership and maintenance thereof; and

WHEREAS, the City of South Beloit, Illinois intends to develop the Property for a public purpose, namely to utilize the Property as part of the "Confluence Project", a joint ecological project between the City of Beloit, the City of South Beloit, Beloit 2020, Be Active Outdoors as well as other community groups and organizations; and

WHEREAS, the interests of the City of Beloit and its citizens are best served to transfer the property to the City of South Beloit, Illinois;

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Beloit is hereby authorized to execute the attached Warranty Deed and any other documents necessary to effectuate the transfer of the Property to the City of South Beloit, Illinois.

Adopted this 6th day of October, 2014.

City Council of the City of Beloit

Mark Spreitzer, President

Attest:

Rebecca Houseman LeMire, City Clerk



CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Resolution Transferring a portion of 232 Shirland Avenue to the City of South Beloit, Illinois

Date: October 6, 2014

Presenter(s): Larry Arft / Elizabeth Krueger

Department(s): CITY MANAGER / CITY ATTORNEY

Overview/Background Information:

In 2012, the City of Beloit purchased property at 232 Shirland Avenue as part of its downtown redevelopment initiative with the intention of restoring the property to green space. The demolition and restoration work on the property has been completed. As some of the Councilors may remember, a portion of the property is located in the State of Illinois. It was always the intention for the City of Beloit to transfer the Illinois portion of the property to the City of South Beloit. The City of South Beloit has completed an environmental assessment and has agreed to take title to the portion of the property in Illinois. It is the stated intention of the City of South Beloit to use the property as part of the "Confluence Project". The City of South Beloit has indicated that they are now ready to accept the transfer of the property.

Key Issues (maximum of 5):

1. The City of Beloit acquired this property with TID #5 funds as part of its downtown redevelopment initiative.
 2. A portion of the property purchased is located in the State of Illinois and the City of South Beloit is willing to accept ownership of the property
 3. The City of South Beloit has completed an environmental assessment of the property and intends to develop the property as part of the City's park system.
 4. The City of South Beloit indicates that it is now ready to finalize the transfer of the property.
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Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.):

Consideration of this request supports the purpose of goal #1 in furthering the responsible stewardship and enhancement of City resources.

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

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

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

Action required/Recommendation:

Staff recommends approval of the resolution

Fiscal Note/Budget Impact:

This action would eliminate the financial responsibility of ownership and maintenance responsibilities for the subject property.

Attachments: Resolution, Warranty Deed and Arial Map

WARRANTY DEED -

THIS INDENTURE WITNESSETH, that the **GRANTOR, CITY OF БЕЛОIT, WISCONSIN**, a Wisconsin municipal corporation

WHOSE ADDRESS IS: 100 State Street, Beloit, WI 53511

for and in consideration of the sum of \$10.00 dollars and other good and valuable considerations in hand paid, **CONVEYS** and **WARRANTS** to the **GRANTEE, CITY OF SOUTH БЕЛОIT**, an Illinois municipal corporation,

WHOSE ADDRESS IS: 519 Blackhawk Blvd, South Beloit, IL 61080

THE PROPERTY COMMONLY KNOWN AS: Shirland Ave, South Beloit, IL

PROPERTY IDENTIFICATION NO.: PIN 04-05-152-001

AND SUCH PORTIONS BEING LEGALLY DESCRIBED AS:

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

And hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

SUBJECT TO: Easements, covenants, restrictions, rights of way and highways of record or openly existing if any and taxes for 2014 and subsequent years.

Dated this 7th day of October, 2014.

CITY OF BELOIT, WISCONSIN

<p>AFFIX TRANSFER TAX STAMP OR "Exempt pursuant to 35 ILCS 200/31-45(e) Real Estate Transfer Tax Act."</p>	
<p>_____</p> <p>Date</p>	<p>_____</p> <p>Buyer, Seller, or Representative</p>

By: _____
Larry N. Arft, City Manager

STATE OF WISCONSIN ss
ROCK COUNTY

I, Elizabeth Krueger, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT:
Larry N. Arft personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 7th day of October, 2014.

Elizabeth A. Krueger
My commission is permanent.

FUTURE TAXES TO:

City of South Beloit, Illinois
519 Blackhawk Blvd.
South Beloit, IL 61080

RETURN TO:

City of South Beloit, Illinois
519 Blackhawk Blvd.
South Beloit, IL 61080

This Instrument Prepared By: Attorney Aaron N. Szeto, 6833 Stalter Drive, Rockford, IL 61108

TOH REC'D 140203 0852

Image Source: ESRI World Imagery

SHIRLAND AVENUE

Parcel #13540030


Parcel #
04-05-152-001


RAILROAD TRACKS

FILE: D:\Shirland_Avenue\mxd\SAP\F2_Site_Layout.mxd 11:42:44 AM 1/30/2014 wojdakon

Legend

Parcel Boundaries

 04-05-152-001

 13540030

0 75
Feet



Prepared for:
U.S. EPA REGION V

Contract No.: EP-S5-06-04
TDD: S05-0008-1401-005
DCN: 2284-2E-BLHZ



Prepared By:
WESTON SOLUTIONS, INC

750 E. Bunker Court
Suite 500
Vernon Hills, Illinois 60061

Figure 2

Site Layout Map
Shirland Ave Property
South Beloit, Winnebago County,
Illinois
and Beloit, Rock County, Wisconsin

Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

**RESOLUTION
AUTHORIZING THE CITY MANAGER TO ACQUIRE
1009 CENTRAL AVENUE FROM ROCK COUNTY**

WHEREAS, the City Council has established a strategic goal to promote a high quality community through historic preservation, community revitalization, and successful new development; and

WHEREAS, the City Council has adopted a policy on Housing Incentives, which authorizes the Community Development Department to identify properties in the City that could be acquired for resale and redevelopment; and

WHEREAS, Rock County has taken numerous properties through court action on September 17, 2014, and the Rock County properties will be offered for sale to the City of Beloit; and

WHEREAS, Beloit City Council has previously approved a resolution on September 15, 2014, to acquire several properties from the foreclosure proceedings, but the property known as 1255 Harrison Avenue was unable to be taken by Rock County due to the owner filing a bankruptcy action;

NOW THEREFORE, the City Council of the City of Beloit hereby resolves that, the City Manager be, and is hereby, authorized to purchase 1009 Central Avenue from Rock County on behalf of the city for a price to be determined by the Rock County Treasurer through the tax foreclosure process.

BE IT FURTHER RESOLVED, that the City Manager be, and is hereby, authorized to negotiate terms and authorize the sales of those properties for the purpose of promoting redevelopment of new housing in the City of Beloit.

AND IT IS FURTHER RESOLVED, that the amount of \$8,376.52 be and hereby is, funded as follows:

P2967520-5510-2014	Land Acquisition	\$8,376.52
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Adopted this 6th day of October, 2014.

BELOIT CITY COUNCIL

Mark Spreitzer, President

ATTEST:

Rebecca Houseman LeMire, City Clerk



CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Purchase of 1009 Central Avenue from the Rock County Tax Foreclosure Proceedings

Date: October 6, 2014

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

On January 21, 2003, the Beloit City Council adopted a policy which directed the Community Development Department to work with the Rock County Treasurer to identify properties that are available through tax foreclosure and could be acquired for resale.

Key Issues (maximum of 5):

1. Exhibit A identifies all of the properties Rock County seized as part of the 2014 tax foreclosure process that are located in the City of Beloit. This exhibit also provides information on 1009 Central Avenue, the property recommended by staff for purchase; the properties City Council authorized purchasing on September 15 (including 1255 Harrison Avenue which was not seized by Rock County); and the remaining properties not recommended by purchase by the City of Beloit staff.
2. Prior to the tax foreclosure court date, the owner of 1255 Harrison declared bankruptcy, which prevented Rock County from seizing the property.
3. 1009 Central is a duplex that has lost its non-conforming status, and therefore can no longer be used as a duplex. Given the outside appearance of the house and the greater costs associated with duplex conversion, we are assuming that it does not make economic sense for a private entity to purchase this property as an investment. If approved for purchase, City staff will determine whether this property can be rehabbed or will be demolished.
4. Since 2003, the City of Beloit has purchased most of the properties acquired by Rock County through the tax foreclosure process. This purpose of this policy is to improve the neighborhoods, either by rehabbing the houses and selling them to owner-occupants or demolishing the house so that an eyesore is removed.

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

- Consideration of this request supports Strategic Goal #4. By purchasing these properties, the City will be removing sub-standard housing from the market. The end result will either be a newly rehabbed house for resale or a vacant lot which may become part of an expanded yard or the location of a new house.

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

- **Reduce dependence upon fossil fuels** – Not applicable
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – Not Applicable
- **Reduce dependence on activities that harm life sustaining eco-systems** – Not Applicable
- **Meet the hierarchy of present and future human needs fairly and efficiently** – The purchase of this house will ensure that there is no negative impact on this neighborhood as a result of the foreclosure process.

Action required/Recommendation:

Approve the resolution authorizing the City Manager to acquire and sell the foreclosed property and to handle the negotiation and sale of these properties.

Fiscal Note/Budget Impact:

Funds have been budgeted annually, with \$150,000 budgeted in 2014 for this housing program. As of September 24, 2014, approximately \$25,400 remains in this account.

With the purchase price of 1009 Central, this account will have approximately \$17,000 for the remainder of 2014 for condemnations, maintenance and other similar issues. Further large expenditures for this property will have to wait until 2015.

Attachments:

Proposed Resolution, Exhibit A, and Exhibit B - Summaries

Exhibit A
Properties Available Through Tax Foreclosure Sale

Recommended Residential Property for Purchase by the City of Beloit

Address (Parcel #)	Land Use (Lot Size)	County			Special Assessments		ACTUAL Expenses	Total
		Taxes	Interest	Penalty	Assessment	Interest		
1009 Central Ave (1361-0030)	Duplex (49' x 136')	\$5,626.01	\$2,030.90	\$25.56	\$342.94	\$51.11	\$300.00	\$8,376.52

Residential Properties Recently Approved for Purchase and Seized by Rock County

Address (Parcel #)	Land Use (Lot Size)	County			Special Assessments		ACTUAL Expenses	Total
		Taxes	Interest	Penalty	Assessment	Interest		
1215 Portland Ave (1341-0805)	Single Family (53' x 125')	\$6,054.20	\$2,364.76	\$61.41	\$925.83	\$122.81	\$300.00	\$9,829.01
248 Merrill St (1351-0075)	Vacant Lot (38' x 60')	\$399.35	\$155.09	\$0.00	\$0.00	\$0.00	\$300.00	\$854.44
1743 Harrison Ave (1258-0770)	Single Family (50'x137')	\$4,723.12	\$1,836.66	\$395.22	\$4,333.16	\$790.44	\$300.00	\$12,378.60
520 North St (1265-1600)	Single Family (50' x 80')	\$4,961.32	\$1,869.21	\$84.20	\$893.24	\$168.39	\$300.00	\$8,276.36
904 Hackett St (1341-0940)	Vacant Lot (89' x 126')	\$3,187.08	\$1,566.95	\$94.44	\$590.28	\$188.89	\$300.00	\$5,927.64
Totals		\$19,325.07	\$7,792.67	\$635.27	\$6,742.51	\$1,270.53	\$1,500.00	\$37,266.05

Exhibit A
Properties Available Through Tax Foreclosure Sale

All Others Not Selected

Address (Parcel #)	Land Use (Lot Size)	County			Special Assessments		Estimated Expenses	Total Cost
		Taxes	Interest	Penalty	Assessment	Interest		
1417 Copeland Ave (1252-0595)	Single Family (50' x 100')	\$3,276.83	\$1,274.99	\$338.86	\$2,833.45	\$677.73	\$300.00	\$8,701.86
922 Summit Ave (1257-0765)	Single Family (40'x124')	\$2,916.00	\$1,111.53	\$44.54	\$675.23	\$89.08	\$300.00	\$5,136.38
1206 Randall St (1257-0960)	Single Family (50' x 110')	\$2,280.68	\$900.38	\$280.49	\$2,172.79	\$560.99	\$300.00	\$6,495.33
231 Carpenter St (1261-0060)	Single Family (50'x113)	\$3,500.31	\$1,374.04	\$357.24	\$2,738.55	\$714.48	\$300.00	\$8,984.62
1025 Moore St (1341-1760)	Single Family (50'x124')	\$4,385.33	\$1,717.74	\$42.03	\$897.84	\$84.05	\$300.00	\$7,426.99
635 Gaston Dr (1353-0450)	Single Family (30'x140')	\$3,532.70	\$1,386.62	\$202.46	\$1,730.57	\$404.92	\$300.00	\$7,557.27
1116 La Salle St (1361-0800)	Single Family (66'x148')	\$3,370.78	\$1,323.74	\$308.27	\$2,463.41	\$616.53	\$300.00	\$8,382.73
1035 Moore St (1341-1750)	Duplex (50'x124')	\$6,331.30	\$2,461.20	\$268.10	\$2,564.78	\$536.21	\$300.00	\$12,461.59
729 Central Ave (1362-0205)	Duplex (66' x 128')	\$6,446.14	\$2,625.60	\$361.74	\$2,230.25	\$723.48	\$300.00	\$12,687.21
2116 Christilla Dr (1213-2450)	Vacant Lot 22,650 sqft	\$3,151.59	\$1,223.94	\$203.56	\$963.29	\$407.11	\$300.00	\$6,249.49
2134 Christilla Dr (1213-2480)	Vacant Lot 45,740 sqft	\$3,809.98	\$1,479.63	\$251.13	\$1,243.33	\$502.25	\$300.00	\$7,586.32
2127 Christilla Dr (1213-2520)	Vacant Lot 52,270 sqft	\$3,950.29	\$1,534.13	\$248.59	\$1,167.99	\$497.18	\$300.00	\$7,698.18
2250 Trevino Ct (1226-0271)	Vacant Lot 76,700 sqft	\$5,342.61	\$2,074.85	\$327.10	\$1,524.85	\$654.20	\$300.00	\$10,223.61
2270 Trevino Ct (1226-0330)	Vacant Lot 21,870 sqft	\$3,130.02	\$1,215.56	\$407.89	\$6,482.67	\$815.79	\$300.00	\$12,351.93
1420 Porter Ave (1253-1090)	Vacant Lot (50'x125')	\$636.78	\$247.30	\$37.22	\$391.59	\$74.44	\$300.00	\$1,687.33
1021 White Ave (1256-0160)	Vacant Lot (71'x82')	\$17,997.88	\$0.00	\$0.00	\$14,497.30	\$0.00	\$300.00	\$32,795.18
1262 Dewey Ave (1256-0350)	Vacant Lot (66' x 124')	\$1,398.93	\$670.03	\$1,219.57	\$7,771.10	\$2,439.13	\$300.00	\$13,798.76

Exhibit A
Properties Available Through Tax Foreclosure Sale

1341 Park Ave (1256-0800)	Vacant Lot (35'x100')	\$97.12	\$37.72	\$0.00	\$0.00	\$0.00	\$300.00	\$434.84
512 Highland Ave (1355-1145)	Vacant Lot (33'x160')	\$1,632.39	\$879.26	\$864.19	\$5,316.74	\$1,728.37	\$300.00	\$10,720.95
515 Eighth St (1356-0515)	Vacant Lot (66'x132')	\$1,046.93	\$406.58	\$118.61	\$741.81	\$237.22	\$300.00	\$2,851.15
Other Totals		\$78,234.59	\$23,944.84	\$5,881.59	\$58,407.54	\$11,763.16	\$6,000.00	\$184,231.72

Exhibit B Properties Available Through Tax Foreclosure

This is a summary of the 31 properties (16 houses and 15 vacant lots) located in the City of Beloit that are currently on the Rock County tax foreclosure list.

We are recommending an additional property for purchase with the City's Acquisition Fund since we were unable to purchase one of the properties due to a bankruptcy. The property being recommended is 1009 Central Avenue.

1009 Central Avenue

Land Use: Duplex
Zoning: R-1B, Single-Family Residential
Parcel Size: 49' X 136' /6,689 square feet
Assessment: \$60,000
Taxes Owed: \$5,968.95
Cost to Acquire: Estimated at \$8,700

This is a duplex property which has lost its nonconforming status and can only be used as a single family house. We would evaluate this house for rehab with HOME funds. If it is too costly to rehab, we would demolish the house.



Properties Approved for Purchase with the City's Acquisition Fund at the September 15 City Council meeting

Below is the list of properties approved for purchase at the September 15 City Council meeting.

1255 Harrison Avenue

Land Use: Two buildings with three dwelling units in total
Zoning: R-1B, Single-Family Residential
Parcel Size: 56' X 132' /7,392 square feet
Assessment: \$35,200
Taxes Owed: \$8,444.88
Cost to Acquire: Estimated at \$12,300

Given the outside appearance of the buildings and the nonconforming use of the property, we are recommending these houses for purchase and demolition.



1215 Portland Avenue

Land Use: Single Family House
Zoning: R-1B, Single-Family Residential
Parcel Size: 53' X 125'/6,625 square feet
Assessment: \$62,300
Taxes Owed: \$6,980.03
Cost to Acquire: Estimated at \$10,100



It was vinyl sided sometime after 2009. Other than that, the exterior of this house is in really rough shape. There is a large hole in the porch roof that is covered by the plastic tarp. The shingles on the house roof look aged. The aluminum wrap around windows is missing in numerous spots. The garage is in terrible shape. We are proposing this house and garage for purchase and demolition.



248 Merrill Street

Land Use: Vacant Lot
Zoning: R-1B, Single-Family Residential
Parcel Size: 38' X 60'/2,280 square feet
Assessment: \$3,700
Taxes Owed: \$399.35
Cost to Acquire: Estimated at \$1,100

248 Merrill Street is outlined in yellow on the map to the right. The vacant land surrounding this lot was acquired by the City in past foreclosure cycles. We purchased the properties and demolished the houses. These three properties make up the original platted lot. We are proposing to purchase this vacant lot in order to reconstitute this platted lot and

sell it to an interested party.



1743 Harrison Avenue

Land Use: Single Family House
Zoning: R-1B, Single-Family Residential
Parcel Size: 50' X 137' / 6,850 square feet
Assessment: \$46,300
Taxes Owed: \$9,056.28
Cost to Acquire: Estimated at \$12,700

The exterior of this house is in rough condition. It has been unoccupied since early 2012. At one time, nine dogs were living in the property, so we anticipate that the inside is in bad condition. There is currently a terrible odor coming from the

back of the house. We intend to demolish this structure.



Properties Approved for Purchase with Other City Funds

City Council authorized the purchase of 520 North Street with Neighborhood Stabilization Program income.

520 North Street

Land Use: Single Family House
Zoning: R-1B, Single-Family Residential
Parcel Size: 50' X 80' / 4,000 square feet
Assessment: \$54,600
Taxes Owed: \$5,854.56
Cost to Acquire: Estimated at \$8,400

This property was posted unfit for human habitation. Based on the outside appearance, there are several maintenance items on this house that have not been dealt with. However, staff believes that the house could be purchased with NSP1 funds, rehabbed and sold to a qualified buyer.



904 Hackett Street

Land Use: Vacant Lot
Zoning: R-1B, Single-Family Residential
Parcel Size: 89' X 126' / 11,214 square feet
Assessment: \$18,300
Taxes Owed: \$3,777.36
Cost to Acquire: Estimated at \$6,200



The Engineering Division is recommending the purchase of this lot with the goal of straightening the intersection of Hackett Street and Portland Avenue. The land could be purchased with money from the streets overlay budget, and maintained by operations until such time that the intersection could be improved.

Properties Not Recommended for Purchase

Below is the list of properties not being recommended for purchase due to lack of City funds. The houses could be purchased by private parties, rehabbed, and resold and/or be rented.

1417 Copeland Avenue

Land Use: Single Family House
Zoning: R-1B, Single-Family Residential
Parcel Size: 50' X 100' lot/5,000 sq. ft.
Assessment: \$32,900
Taxes Owed: \$6,110.28
Cost to Acquire: Estimated at \$8,900

This property has a newer roof and vinyl siding, so we assume that this house would sell at the public auction.



922 Summit Avenue

Land Use: Single Family House
Zoning: R-1B, Single-Family Residential
Parcel Size: 40' X 124' lot/4,960 sq. ft.
Assessment: \$34,400
Taxes Owed: \$3,591.23
Cost to Acquire: Estimated at \$5,400

This house is in pretty good condition. It is believed that this property would be purchased by an investor. We recommend allowing this house to go to auction.



1206 Randall Street

Land Use: Single Family House
Zoning: R-1B, Single-Family Residential
Parcel Size: 50' X 110' lot/5,500 sq. ft.
Assessment: \$27,300
Taxes Owed: \$4,453.47
Cost to Acquire: Estimated at \$6,700

Based on the outside appearance, this is a house in relatively good condition. It is believed that this property would be

purchased by an investor. We recommend allowing this house to go to auction.



231 Carpenter Street

Land Use: Single Family House
Zoning: R-1A, Single-Family Residential
Parcel Size: 50' X 113' lot/5,650 sq. ft.
Assessment: \$38,600
Taxes Owed: \$6,238.86
Cost to Acquire: Estimated at \$9,100

Based on the outside appearance, this is a house in relatively decent condition. It is believed that this property would be purchased by an investor. We recommend allowing this house to go to auction.



1025 Moore Street

Land Use: Single Family House
Zoning: R-1B, Single-Family Residential
Parcel Size: 124' by 50' lot/6,200 sq. ft.
Assessment: \$46,800
Taxes Owed: \$5,283.17
Cost to Acquire: Estimated at \$7,700

The outside of the property is in average condition and could be easily rehabbed and resold or rented by the private sector. We recommend letting this house go to public auction.



635 Gaston Drive

Land Use: Single Family House
Zoning: R-1B, Single-Family Residential
Parcel Size: 104' X 30'/3,120 square feet
Assessment: \$38,900
Taxes Owed: \$5,263.27
Cost to Acquire: Estimated at \$7,800

The property owner died in March 2010. It has been vacant since then. The main detracting feature for this property is the dwelling density in this neighborhood. For an R-1B zoning, the maximum density is 5 dwelling units per acre, and the minimum lot size is 6,000 square feet. In this area, the density is 11 dwelling units per acre,

and this lot size is 3,120 square feet. However, we do not have enough funds to purchase this house and demolish it.



1116 La Salle Street

Land Use: Single Family House
Zoning: R-1B, Single-Family Residential
Parcel Size: 148' by 66' lot/9,768 sq. ft.
Assessment: \$37,400
Taxes Owed: \$5,834.19
Cost to Acquire: Estimated at \$8,600

This house is in decent condition and could easily be purchased by the private sector and reoccupied. We recommend letting this house go to public auction.



1035 Moore Street

Land Use: Duplex
Zoning: R-1B, Single-Family Residential
Parcel Size: 124' by 50' lot/6,200 sq. ft.
Assessment: \$61,200
Taxes Owed: \$8,896.08
Cost to Acquire: Estimated at \$12,700

This property lost its ability to be used as a duplex in 2009. There is one federal lien against the property. It has a rough outside appearance, with a deteriorated roof, missing siding, and inconsistent wrapping of trim. However, an inspection official indicated that inside is in pretty good condition and could be rehabbed. We

recommend letting this house go to auction.



729 Central Avenue

Land Use: Duplex
Zoning: R-1B, Single-Family Residential
Parcel Size: 66' X 128'/8,448 square feet
Assessment: \$50,000
Taxes Owed: \$8,676.39
Cost to Acquire: Estimated at \$8,700

Although this property has a rough outside appearance, Rock County believes this is a house that could easily sell at auction.



2116 Christilla Drive

Land Use: Vacant Lot
Zoning: R-1A, Single-Family Residential
Parcel Size: 22,650 square feet
Assessment: \$29,200
Taxes Owed: \$4,114.88
Cost to Acquire: Estimated at \$6,500

This parcel is made up of 2 buildable lots with the sewer and water assessment due at the transfer of title (approximately \$42,000). We believe we should let this lot go to auction.



2134 Christilla Drive

Land Use: Vacant Lot
Zoning: R-1A, Single-Family Residential
Parcel Size: 45,740 square feet
Assessment: \$35,300
Taxes Owed: \$5,053.31
Cost to Acquire: Estimated at \$7,800

This parcel is made up of 4 buildable lots with the sewer and water assessment due at the transfer of title (approximately \$84,000). We believe we should let this lot go to auction.



2127 Christilla Drive

Land Use: Vacant Lot
Zoning: R-1A, Single-Family Residential
Parcel Size: 52,270 square feet
Assessment: \$36,600
Taxes Owed: \$5,118.28
Cost to Acquire: Estimated at \$7,900

This parcel is made up of 4 buildable lots with the sewer and water assessment due at the transfer of title (approximately \$84,000). We believe we should let this lot go to auction.



2250 Trevino Court

Land Use: Vacant Lot
Zoning: R-1A, Single-Family Residential
Parcel Size: 76,700 square feet
Assessment: \$49,500
Taxes Owed: \$6,867.46
Cost to Acquire: Estimated at \$10,400

This parcel is made up of 7 buildable lots with the sewer and water assessment due at the transfer of title (approximately \$147,000). We believe we should let this lot go to auction.



2270 Trevino Court

Land Use: Vacant Lot
Zoning: R-1A, Single-Family Residential
Parcel Size: 21,870 square feet
Assessment: \$29,000
Taxes Owed: \$9,612.69
Cost to Acquire: Estimated at \$12,600

This parcel is made up of 2 buildable lots with the sewer and water assessment due at the transfer of title (approximately \$42,000). We believe we should let this lot go to auction.



1420 Porter Avenue

Land Use: Vacant Lot
Zoning: R-1B, Single-Family Residential
Parcel Size: 50' X 125' lot/6,250 sq. ft.
Assessment: \$5,900
Taxes Owed: \$1,028.37
Cost to Acquire: Estimated at \$1,900

We would recommend that this lot be allowed to go to public auction.



1021 White Avenue

Land Use: Vacant Lot
Zoning: R-1B, Single-Family Residential
Parcel Size: 71' X 82' lot/5,822 square feet
Assessment: \$6,800
Taxes Owed: \$16,597.01
Cost to Acquire: Estimated at \$34,000

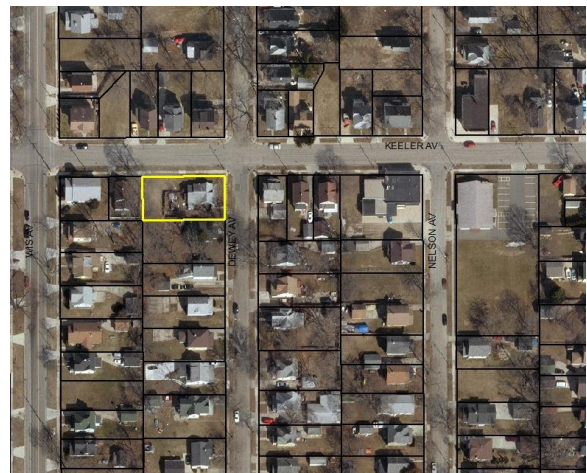
This property once contained two buildings, with six dwelling units, which were condemned and demolished in 2009. We recommend allowing this vacant lot to go to auction.



1262 Dewey Avenue

Land Use: Vacant Lot
Zoning: R-1B, Single-Family Residential
Parcel Size: 66' X 124' lot/8,184 sq. ft.
Assessment: \$6,500
Taxes Owed: \$9,170.03
Cost to Acquire: Estimated at \$14,000

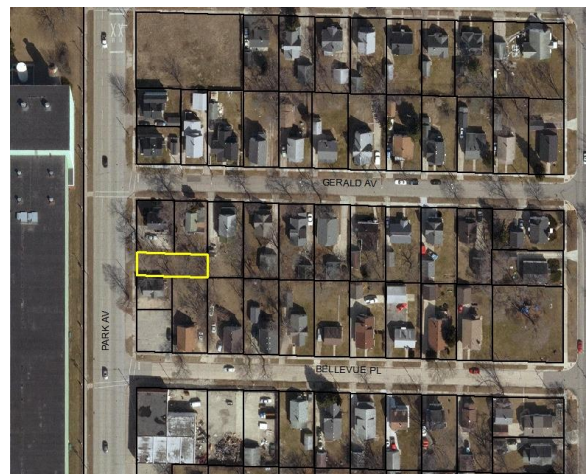
The former house on this lot was condemned and demolished in 2011. We recommend allowing this vacant lot to go to auction.



1341 Park Avenue

Land Use: Vacant Lot
Zoning: C-2, Neighborhood Commercial
Parcel Size: 35' X 107' lot or 3,745 square feet
Assessment: \$900
Taxes Owed: \$97.12
Cost to Acquire: Estimated at \$700.00

This property has one federal tax lien against it. We recommend allowing this vacant lot to go to auction.



512 Highland Avenue

Land Use: Vacant Lot
Zoning: R-1B, Single-Family Residential
Parcel Size: 160' by 33' lot/5,280 sq. ft.
Assessment: \$2,600
Taxes Owed: \$6,949.13
Cost to Acquire: Estimated at \$11,000

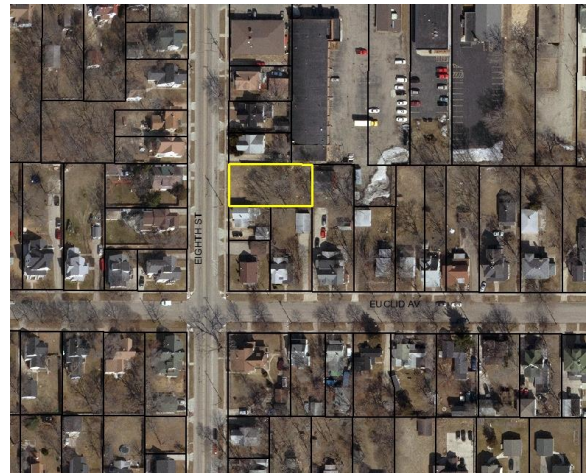
This property contained a house which was condemned and demolished in 2011. This is a narrow lot which could be purchased by the adjacent neighbor to the east. We recommend letting this vacant lot go to public auction.



515 Eighth Street

Land Use: Vacant Lot
Zoning: R-1B, Single-Family Residential
Parcel Size: 132' by 66' lot/8,712 sq. ft.
Assessment: \$9,700
Taxes Owed: \$1,788.74
Cost to Acquire: Estimated at \$3,100

This property contained a house that we condemned and demolished in 2007. This lot could be purchased by one of the two adjacent neighbors. We recommend letting this vacant lot go to public auction.



**A RESOLUTION
AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO APPLY FOR
ACCREDITATION THROUGH THE AMERICAN PUBLIC WORKS
ASSOCIATION**

WHEREAS, the Beloit City Council has adopted the Public Works Department's recommendation to become accredited through the American Public Works Association (APWA); and

WHEREAS, accreditation will achieve the Department of Public Works 2015 strategic goal #1.

NOW, THEREFORE, IT IS RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, does hereby authorize the City Manager, or his designee, to execute the attached "Accreditation Agreement" through the American Public Works Association.

Dated at Beloit, Wisconsin, this 6th day of October 2014.

City Council of the City of Beloit

Mark Spreitzer, Council President

Attest:

Rebecca Houseman LeMire, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Application for Accreditation through the American Public Works Association

Date: October 6, 2014

Presenter(s): Greg Boysen

Department(s): Public Works

Overview/Background Information:

The purpose of the accreditation program is to provide a means of formally verifying and recognizing public works agencies for compliance with the recommended practices set forth in the Public Works Management Practices Manual. It is a voluntary, self-motivated approach to objectively evaluate, verify and recognize compliance with the recommended management practices.

Key Issues (maximum of 5):

- Application submittal for accreditation will accomplish the 2015 Department of Public Works strategic goal #1.
- In order to achieve accreditation within the 2015 calendar year, it is imperative that the attached agreement be approved before October 31, 2014.
- Department staff is currently putting together information to be submitted as part of the accreditation process in 2015.

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

2015 DPW- COB Strategic Goal #1 - Achieve American Public Works Association (APWA) Public Works Agency Accreditation.

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

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

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

Action required/Recommendation:

The Public Works Department recommends that the Council approve the attached resolution entitled, "Accreditation Agreement", authorizing the Public Works Department to apply for accreditation through the American Public Works Association.

Fiscal Note/Budget Impact:

Total fee for accreditation will be \$12,100. This fee will be paid in two installments of \$6,050. The first installment will be paid upon application submittal and the balance shall be paid within eighteenth (18) months from the effective date of the contract.

ACCREDITATION AGREEMENT

This Agreement is entered into between the City of Beloit (“the Agency”) with principal offices located at 2400 Springbrook, Court, Beloit, WI, and the Accreditation Council (“the Council”), a division of the American Public Works Association (“APWA”), an Illinois nonprofit corporation exempt from federal income taxation pursuant to Section 501©(3) of the Internal Revenue Code with principal offices located at 2345 Grand Boulevard, Suite 700, Kansas City, Missouri 64108.

APWA is an international educational and professional association of public agencies, private sector companies, and individuals dedicated to providing high quality public works goods and services. APWA has created the Council to recognize public works agencies in having policies and practices addressing subject areas as set forth in the *Public Works Management Practices Manual*.

The Agency is responsible for directly or indirectly administering, managing or providing public works related services in 35 functional areas, more fully described on the Agency’s Application for Accreditation, which is hereby incorporated into this Agreement. The Agency desires that the Council assess the Agency’s practices in order for the Council to determine if the Agency is eligible for designation as accredited in accordance with the terms of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. AGENCY RESPONSIBILITIES: The Agency shall:

1.1 Provide all information, including all documents, files, records, and other data as required by the Council except to the extent that the disclosure of such information is restricted by law (in which case, the Agency shall notify the Council that such information has been withheld);

1.2 Conduct a self assessment as to compliance with recommended practices, and provide full and accurate results thereof to the Council using software developed and approved by the Council;

1.3 Provide one or more persons to assist the Council representatives (“Evaluators”) in making the necessary inquiries and assessments of Agency information relative to compliance with recommended practices; provide access to files and records; and provide necessary facilities that are requested by the Evaluators; and

1.4 Respond to all communications from the Council promptly, but in no event later than ten (10) business days from the receipt thereof.

2. COUNCIL’S RESPONSIBILITIES: The Council shall:

_____ Agency _____ APWA

2.1 Provide necessary documentation, forms, and instructions regarding the accreditation process.

2.2 Provide Evaluators for the purpose of conducting an on-site evaluation of the Agency's policies and practices;

2.3 Promptly analyze compliance data and advise the Agency of the results of the on-site evaluation and the need for additional information, if any;

2.4 Conduct a hearing and certify the Agency has accredited if it has met the then applicable practices.

2.5 If the Agency is accredited, (a) provide a certificate and award, and (b) make available indicia of accreditation

2.6 If the Agency is not accredited following an examination of its policies and practices, provide the Agency with reasons for the Council decision, and

2.7 Upon payment of the Agency of a \$1,000 appeal fee (which must be paid within sixty days of notice by the Council of the reasons for the Council decision), allow the Agency to appeal the decision of the Council (which fee shall be refunded if the Agency prevails on the appeal).

3. TERM:

3.1 This Agreement shall become effective when it has been signed by an authorized representative each of the parties.

3.2 The Agreement shall terminate:

- (a) Upon execution of a Re-Accreditation Agreement between the Agency and Council, or
- (b) Upon expiration of the 36th month following the effective date of this Agreement unless a successful on-site evaluation within that period of time; or
- (c) Upon written notice by the Agency that it withdraws from the accreditation process, or
- (d) Upon termination pursuant to Section 5.1, 5.2, or 5.3 hereof; or
- (e) Upon expiration or revocation of the Agency's accredited status.

3.3 The term of any accreditation provided to the Agency shall have a term of

Four years from the date of issuance. If the Agency has not executed a Re-Accreditation Agreement (and paid the fees required thereby) and scheduled the Re-Accreditation on-site visit before the expiration of such four year term, the accreditation shall lapse and the Agency shall not hold itself out as being accredited by the Council.

4. **MODIFICATION:** There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5. **TIME AND MANNER OF PAYMENTS:**

5.1 The Agency may elect one of two options (lump sum or installment) for payment of the accreditation fee, which is not refundable (except as noted in Sections 5.2 and 5.4). Under either option, the fees do not include the Agency's responsibility for costs associated with the on-site evaluation in accordance with Sections 5.3, 5.5 and 5.6.

The Agency agrees to one of the following options by checking the appropriate Block

(a) Lump Sum Option

The Agency will remit to the Council a single payment in the lump-sum amount for processing of the accreditation of \$ _____, upon the execution of this Agreement by the Agency.

The total amount of \$ _____ is herein remitted to the Council (payable by check to the order of American Public Works Association) via check number _____, or

Purchase Order No. _____ is herein remitted to the Council in the amount of \$ _____.

(b) Installment Option

The Agency will remit to the Council a total payment of \$ 12,100 for processing of the accreditation. The first installment of \$ 6,050 (50% of total fee) is due at the signing of this Agreement by the Agency. The second installment of \$ 6,050 (remaining 50% of fee) is payable at the end of the eighteenth (18th) month from the effective date of this Agreement or at the time of submission of the completed self assessment and request for the onsite evaluation, whichever occurs first.

The first installment of \$ 6,050 is herein remitted to the Council (payable by check to the order of American Public Works Association) via check number _____, or

_____ Agency _____ APWA

Purchase Order No. _____ is herein remitted to the Council in the amount of \$ 6,050.

*The Council reserves the right to terminate this Agreement if an installment payment is delinquent by more than sixty days, and the Council shall not be obligated to refund any fees previously paid.

5.2 If the Agency is determined ineligible to apply for participation in the accreditation program, after the execution of this Agreement and payment of fees, the Council will refund the fees reserved from the Agency, less a \$1,000 processing fee.

5.3 The Council will invoice the Agency for the Council's actual on-site evaluation costs. An itemized invoice will be delivered to the Agency within forty-five days of completion of the on-site visit. The Council reserves the right to terminate this Agreement if such payment is delinquent by more than sixty days, and the Council shall not be obligated to refund any fees previously paid.

5.4 If the Agency terminates this Agreement pursuant to Section 3.2(c), the Agency shall receive a refund based on the following schedule, based on the effective date of this Agreement.

Less than one-year:	Seventy percent (70%) of the total fee
More than one year, but less than two years	Fifty percent (50%) of the total fee
More than two-years	No refund allowed

Refunds shall not exceed the amount actually paid by the Agency.

5.5 If the Agency requires more than 36 months to complete a successful on-site evaluation, the Agency may request a 12 month extension to this Agreement. If the extension is granted, the Agency agrees to pay a nonrefundable fee amounting to 25% of the fee in effect on the effective date of this Agreement for that additional period. The Agency may continue to request an additional extension every 12 months thereafter, and agrees to pay the additional 25% fee, until a successful on-site evaluation has been achieved or this Agreement has been terminated in accordance with Section 3. No such additional fee will be levied where the Council delays the on-site evaluation for their convenience or where the on-site evaluation cannot be reasonably scheduled within the original 36-month period.

5.6 If the Agency's initial on-site evaluation is not successful (i.e., work after the initial on-site evaluation is required to achieve compliance with recommended practices), and the volume of review necessary for completion would require a second on-site evaluation, with the Agency shall prepay costs for a subsequent on-site evaluation and/or additional staff/evaluator assistance required on or off site. The additional work required (on and/or off site) must be completed within six (6) months.

6. CONFIDENTIALITY:

6.1 The Council shall receive and hold confidential any and all reports, files, records and other data obtained from the Agency pursuant to this Agreement. The Council shall use reasonable commercial efforts to prevent the disclosure, distribution, or release to any person or organization, except authorized Agency officials, employees or agents, or upon order of any court, state or federal, any materials or contents thereof, either provided by the Agency or developed by the Council in the furtherance of its responsibility under this Agreement. Notwithstanding anything in this Agreement to the contrary including the above, the Council is authorized, but not required, in the exercise of its sole discretion, to conduct an open meeting regarding the Agency's candidacy for accreditation or, its continued compliance with applicable standards, including but not limited to all factual matters relating to the assessment, appraisal, and determination of accreditation and all comments which form a basis for the opinion either in favor of or against accreditation, unless specifically notified by the Agency in writing to the contrary, in which case such meeting shall be closed to the public. Nothing herein shall be construed to require the Council to conduct all or part of its meeting in public, including but not limited to the right of the Council, in the exercise of its sole discretion, to terminate an open meeting at any time and conclude such meeting in a closed session.

6.2 In response to inquiries concerning the Agency, the Council's reply will be to identify the Agency's status. All other requests for information will be directed to the Agency.

7. NEWS RELEASES:

7.1 Notwithstanding any provision of this Agreement to the contrary, the Council shall have the right to identify the Agency in news releases and its publicity program after the Agency's on-site evaluation has been scheduled, the purpose of said news release and publicity program will be to identify the Agency as seeking accreditation. Where specific mention of the Agency is used in this regard, a copy of the news release or publicity material will be provided to the Agency for its information.

7.2 The Agency shall provide the Council with a copy of all its news releases or publicity material concerning its accreditation activities.

8. THE COUNCIL AS AN INDEPENDENT CONTRACTOR: For all purposes under this Agreement, the Council is an independent contractor and shall not be deemed to be an employee, agent, franchise, partner, or legal representative of the Agency. The council shall not have any authority to create or assure any obligation on behalf of the Agency. The Council shall pay and discharge any and all obligations it may incur to federal, state, or local governments for estimated income taxes, Social Security contributions, and the like.

9. INTEGRATION: This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous

communications, representations, or agreements, either verbal or written, between the parties hereto.

10. **SEVERABILITY:** If any provisions of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which is held invalid shall not be affected hereby.

11. **CHOICE OF LAW:** This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the law of the State of Missouri.

12. **WARRANTY NOT INTENDED OR IMPLIED:** It is understood that the Council's award of accreditation represents that the Council has determined, based in part on information supplied by the Agency, that the Agency has policies and practices addressing certain subject areas, but the council is not making any representations that such policies or practices are adequate or appropriate for Agency. Agency is solely responsible for determining whether its policies and practices are adequate and appropriate and the Council's award of accreditation is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services.

13. **WAIVER:** Any waiver by the council of any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

14. **NOTICE:** Any notice between the parties shall be in writing and set postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

15. **HEADINGS:** The heading of this Agreement shall not be deemed part of it and shall not in any way effect its construction.

IN WITNESS WHEREOF, the Agency has caused this Agreement to be executed in duplicate on this 6 day of October, 2014.

Witness: By: _____

Gregory Boysen, P.E.

(Typed name)

Public Works Director

(Title)*

Witness: By: _____

Brett Hebert

(Typed name)

Public Works Supervisor

(Title)*

*Title of the Agency's Chief Executive Officer or Chief Elected Official and title and that of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block.

IN WITNESS WHEREOF, the APWA has caused this Agreement to be executed by the Executive Director of the American Public Works Association, acting on its behalf.

Witness:

By: _____

Peter King
Executive Director

_____ Agency _____ APWA

ACCREDITATION COUNCIL
OF THE
AMERICAN PUBLIC WORKS ASSOCIATION
APPLICATION
FOR
VOLUNTARY ACCREDITATION

Agency Name: * City of Beloit, Public Works Department

*An entire operating division of a public works agency can apply for accreditation if it is a separate, semi-autonomous unit of government.

Street Address: 2400 Springbrook Court

City: Beloit State: Wisconsin Zip: 53511

Mailing Address: _____
(if different from street address)

City: _____ State: _____ Zip: _____

• Parent Agency's Chief Executive Officer: Larry Arft
Title: City Manager Elected - Or Appointed -

• Public Works Agency's Chief Executive: Gregory Boysen, P.E.
Title: Public Works Director Elected - Or Appointed -

Phone: 608-364-6693 FAX: 608-364-2879 E-Mail boyseng@beloitwi.gov

APWA Member? -- Yes, I.D. Number 2190 -- No
APWA Agency Member? -- Yes, Contact Gregory Boysen, P.E. -- No

• Public Works Agency's Accreditation Manager: Brett Hebert
Title: Public Works Supervisor

APWA Member? -- Yes, I.D. Number 675714 -- No
Phone: 608-364-5736 FAX: 608-364-2879 E-Mail hebertb@beloitwi.gov

The public works agency is responsible for the Functional Areas, which are checked on the reverse side of this application form. The agency is responsible for addressing all recommended practices in the Functional Areas for which the public works agency has responsibility. Each area is covered by a separate chapter in the *Public Works Management Practices Manual* and forms the basis for fees charged for the accreditation process.

We hereby apply for voluntary accreditation by the Accreditation Council of the American Public Works Association. By this application, the agency acknowledges its commitment to accreditation and is willing to devote the resources necessary to complete the accreditation process. The agency is prepared to provide such information necessary for the Council to fairly evaluate the agency's eligibility for accreditation.

Executed this 6 day of October, 2014.

By: _____, Title: Public Works Supervisor
Gregory Boysen, P.E.
(typed or printed name)

Continued

DETERMINATION OF FEES AND APPLICABLE FUNCTIONAL AREAS

Which of the following functions does your department administer, manage, or provide services -- either directly or through a contractor or outside vendor? The department is responsible for an entire chapter if they have any involvement in any portion of the practices contained in a chapter, even if another department or agency has ultimate responsibility. If there is any accountability—the whole chapter applies. Explain reason for not being responsible or accountable for a particular functional area.

FUNCTIONAL AREA (Chapter Number)			REASON FOR NON-RESPONSIBILITY
	YES	NO	
Chapter 1-9			Required for all agencies
Planning and Development (10)	X		
Code Enforcement (11)		X	
Engineering Management (12)	X		
Bid Process (13)	X		
Project Management (14)	X		
Right-of-Way Management (15)	X		
Utility Coordination (16)	X		
Facilities Management (17)	X		
Equipment and Fleet Management (18)	X		
Parks, Grounds, and Forestry (19)	X		
Solid Waste Management (20)	X		
Solid Waste Collection (21)	X		
Solid Waste Recycling and Reuse (22)	X		
Solid Waste Disposal (23)	X		
Street Maintenance (24)	X		
Street Cleaning (25)	X		
Snow Removal and Ice Control (26)	X		
Stormwater and Flood Management (27)	X		
Vector Control (28)		X	
Potable Water Distribution System (29)	X		
Water Treatment (30)	X		
Wastewater Collection and Conveyance (31)	X		
Wastewater Treatment and Disposal (32)	X		
Traffic Operations (33)	X		
Parking (34)	X		
Cemeteries (35)	X		
Airports (36)		X	
Transit Operations (37)	X		
Bridges (38)	X		
Beaches (39)		X	
TOTALS (please enter a number for both Yes and No)	26	4	Total for Yes and No must equal 30

Fees for accreditation are as follows: All applicants are responsible for Chapters 1 through 9 in the *Public Works Management Practices Manual*, regardless of functional responsibilities.

Each functional area is represented by a separate chapter in the manual. Conversely, each chapter will be counted as a functional area for the purpose of determining accreditation fees.

Part A: Base Fee by Agency Population (2010 Census Data)

Check	POPULATION		Extension
	Under 10,000	\$1,500	
	10,001 to 25,000	\$2,500	
	25,001 to 50,000	\$6,500	\$6,500
	50,001 to 100,000	\$9,000	
	100,001 to 300,000	\$11,000	
	300,001 to 1,000,000	\$15,000	
	More than 1,000,000	\$18,000	
	Subtotal Base Fee		\$ 6,500

Part B: Functional Area Fee (Added to the Base Fee)

Functional Areas	FUNCTIONAL AREAS		Extension
9	First 9 Chapters (Required for all agencies)	\$800	\$800
	Each additional chapter (Maximum fee for additional chapters is \$4,800)	\$200 each	\$ 4,800
	Subtotal Functional Area Fee		\$ 5,600

Total Fee (add Base Fee and Functional Area Fee)

\$ 12,100

Calculation of fees is subject to verification by the Accreditation Council. Additional fees will be charged for Functional Areas, which should have been included in the original calculation.

¹ Excludes on-site assessment costs, instructional materials, reference materials, subscriptions, consulting, or other services purchased directly from the American Public Works Association.

Forward 2 copies of signed accreditation agreement, application, and statement of support from chief administrative officer and payment information to: APWA Director of Accreditation, 2345 Grand Blvd, Suite 700, Kansas City, MO 64108-2625.

RESOLUTION
AUTHORIZING THE CITY MANAGER TO EXECUTE A SALES ORDER AGREEMENT AND
MAINTENANCE CONTRACT FOR ELECTION EQUIPMENT

WHEREAS, the City of Beloit currently uses the Eagle Optech electronic vote tabulating equipment at each of the City's nine polling places to tally optical scan ballots on Election Day; and

WHEREAS, the current equipment was purchased in 1991, is no longer being manufactured, and could potentially lose state or federal certification in the near future; and

WHEREAS, the City Clerk has been meeting with the Rock County Clerk and other Clerks in Rock County since 2012 to review, test, and recommend new tabulating equipment for purchase; and

WHEREAS, Rock County is leading the purchase project, but each municipality is responsible for purchasing and maintaining the equipment from the vendor through separate Sales Order Agreements and Maintenance Contracts; and

WHEREAS, the City is participating in a Cooperative Procurement Program with all of the jurisdictions in Rock County, as outlined in Section 3.3 of the City's Purchasing Manual, which does not require obtaining competitive bids; and

WHEREAS, the Rock County Clerks reviewed the only two vote-tabulating machines that are certified in Wisconsin and decided to purchase the DS200 Digital Image Scanner with plastic ballot boxes from Election Systems & Software (ES&S); and

WHEREAS, ES&S is a responsible vendor that has supplied similar election equipment to Dane, Brown, Jefferson, and La Crosse Counties over the past year and has supplied support and maintenance for the City of Beloit's Automark ballot-marking election equipment for many years.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit does hereby authorize the City Manager to execute the attached Sales Order Agreement and Maintenance Contract and any other documents necessary to effectuate the purchase of election equipment and maintenance thereof.

BE IT FURTHER RESOLVED that the City Council does hereby commit to funding the total purchase price of \$72,400 for ten (10) DS200 machines in the 2015 Capital Improvement Budget, which includes a \$4,000 discount for ordering the machines in conjunction with the other Rock County jurisdictions in 2014.

Adopted this 6th day of October 2014.

City Council of the City of Beloit

Mark Spreitzer, President

ATTEST:

Rebecca Houseman LeMire, City Clerk

CITY OF БЕЛОIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Sales Order Agreement and Maintenance Contract for Election Equipment

Date: October 6, 2014

Presenter(s): Rebecca Houseman LeMire

Department(s): City Clerk

Overview/Background Information:

The City of Beloit and all of the other municipalities in Rock County have been using the Eagle Optech electronic vote tabulating equipment since purchasing the machines in 1991. The machines have worked well for the past 23 years; however, they are quickly approaching the end of their useful lives. The machines are no longer being manufactured, and there is a possibility that the machines will no longer be supported and could lose state and federal certification.

The Clerk has been working with the Rock County Clerk and Clerks from the other municipalities in Rock County since 2012 to review, test, and recommend new equipment for purchase. The County is leading the purchase project; however, each municipality is purchasing the equipment from the vendor through separate purchase agreements. After several meetings, discussions, and demonstrations, Rock County Clerks have decided to purchase the DS200 Digital Image Scanner with plastic ballot boxes from Election Systems & Software (ES&S). This equipment is certified by the Wisconsin Government Accountability Board and the U.S. Elections Assistance Commission. Dane, Brown, and Jefferson Counties have already purchased these machines and have been using them for elections in 2014.

The DS200 is a tabulating machine that, like the Eagle Optech, tallies the votes marked on a ballot by an elector. The Automark ballot-marking device will still be used by voters who want assistance in marking the ballot. Once inserted into the DS200, it scans the ballot taking a digital image of each ballot and tallying the votes. Having access to a scanned image of each ballot will be helpful in the event of a recount after an election and for public information requests. The DS200 features a large touch screen that provides instructions to the voter and communicates any over-voting or cross-voting errors. The thermal paper eliminates the need for expensive ink cartridges that may need to be changed on Election Day. The results are stored on a specially-formatted USB drive, instead of a programmed pack with batteries. The memory on the USB drive is exponentially greater than the previous programmed packs. The plastic ballot bins may be stacked, saving storage space, and are on wheels for easy transport. The DS200 also includes an internal modem which will allow election results to be reported to Rock County directly from each polling place after the polls close.

Key Issues (maximum of 5):

- The City currently has nine polling places but has had as many as ten. One machine is required to tabulate ballots at each polling place. The Clerk is requesting that ten machines be purchased. One machine will be used as a back-up for any Election Day issues that may arise and may be put into regular service if needed after a future redistricting.
- **Sales Order Agreement:**
 - ES&S will allow the City to take possession of the machines in 2014 and pay by January 15, 2015.
 - Taking possession of the machines in 2014 will allow the Clerk's office to receive proper training, to train election officials, to prepare the equipment for use in 2015, and to provide information to the public.
 - The proposed 2015 Capital Improvements Budget contains \$96,000 for the purchase of this equipment.
 - The total cost for the purchase of the equipment, modems, formatted jump drives, installation, shipping, and a five-year maintenance contract is \$72,400, which is significantly lower than originally budgeted. This total includes a \$400 per machine discount and a \$300 discount for the trade-in of our Eagle Optech machines.
 - The \$400 per machine discount, which equates to \$4,000 total, has been offered to the City to encourage the order prior to September 30, 2014 with a purchase guarantee in 2015.
 - Delivery and installation will occur at Rock County, and the Clerk will work with the vendor and/or the Buildings and Grounds or Public Works to transport the machines and plastic ballot bins to the City.
- **Maintenance Contract:**
 - The five-year maintenance contract includes a one-year warranty through December 31, 2015, and four years of bi-annual maintenance on each machine including software updates through 2019.
 - The Contract will be automatically renewed in two-year increments after the initial contract expires.
 - After 2019, roughly \$2,100 will need to be budgeted annually for maintenance costs. This is about half of the annual maintenance costs the City currently pays for the Eagle Optech machines.

o **Training and Public Information:**

- o The County will pay for two days of training from ES&S for Clerks, staff, and some Chief Election Officials in November.
- o The Clerk will then provide training for all election officials prior to the first election when the equipment will be used, which is February 17, 2015.
- o The Clerk will also work on a public information campaign to inform voters of the change in election equipment and allow interested parties to review and test the equipment, if possible, after the end of the 2014 Election Cycle.

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

Consideration of this request supports *Strategic Goal #1*, which focuses on the sustainable stewardship of City resources.

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** – The new equipment will accurately tabulate votes, provide the opportunity for gathering election results earlier, and maintain voter confidence in elections.

Action required/Recommendation:

- o City Council consideration and adoption of the proposed Resolution

Fiscal Note/Budget Impact:

- \$72,400 – Capital Improvements Budget
- \$2,100 in annual maintenance costs starting in 2020 – City Clerk Operating Budget (General Fund)

Attachments:

Resolution, Images of DS200, Sales Order Agreement including Maintenance Agreement (Schedule A1)



DS200[®] Precinct Tabulator



Handles over 450 precincts
for Early Voting needs



Large touchscreen LCD for
clear instructions at the poll



Thermal paper roll with EZ-
Load technology



Results stored on USB
drives—no batteries



Easy transport with rolling
case



GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment and ES&S Software described on the reverse side. The payment terms for the ES&S Equipment and ES&S Software are set forth on the reverse side. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the reverse side for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time employees to use the ES&S Software, described on the reverse side, and ES&S' firmware, which is delivered as part of the ES&S Equipment ("ES&S Firmware"), and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual Software and Firmware License and Maintenance Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software and ES&S Firmware (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in Customer's jurisdiction. The licenses granted in this Section 2 do not permit Customer to access or in any way use the source code for the ES&S Software or ES&S Firmware.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software, ES&S Firmware or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software or ES&S Firmware;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software, ES&S Firmware or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software or ES&S Firmware without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the reverse side. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer; (iii) install the Updates or (iv) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates set forth on the reverse side are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the Equipment and Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the Equipment and Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. **Warranty.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a 1-year period (the "Warranty Period"), it will repair or replace any component of the Equipment or Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. Any repaired or replaced item of Equipment or Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the Equipment or Software will become the property of ES&S. This warranty is effective provided that (I) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the Equipment or Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the Equipment or Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update, or

the second most recent update, provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty maintenance and support are set forth on Exhibit A

b. **Exclusive Remedies. IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and Software to achieve Customer's intended results; (b) the use of the Equipment and Software; (c) the results obtained from the use of the Equipment and Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update, or the second most recent update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the Software, all Documentation and training materials provided by ES&S, the design and configuration of the Equipment and the format, layout, measurements, design and all other technical information (except for Customer supplied information such as election information) associated with the ballots to be used with the Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the Equipment, the Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Indemnification.** To the fullest extent permitted under applicable law, Customer shall indemnify and hold harmless ES&S from and against any and all claims, damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorneys' fees) (collectively "Adverse Consequences") arising out of or relating to the following:

a. Any claim that any of the ES&S Equipment or ES&S Software infringes upon any third party's copyright, trademark or patent existing as of the date hereof (a "Third Party Infringement Claim") resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any ES&S Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such ES&S Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of ES&S Equipment or ES&S Software without the prior written consent of ES&S;

b. Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items;

c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and

d. Customer's election not to receive, or to terminate, Hardware Maintenance Services or Software Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 10, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

11. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

12. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than 60 days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, enter the premises where the Equipment is located and remove it. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

13. **Notice.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

14. **Compliance with Laws.** In performing its obligations or enjoying its rights under this Agreement, each party shall comply with all applicable laws and regulations. In addition, ES&S warrants to Customer that, at the time of delivery, the Equipment and Licensed Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. ES&S further warrants that during the Warranty Period and thereafter so long as Customer is subscribing and paying for Maintenance and Support Services, the Equipment and Licensed Software shall be maintained or upgraded by ES&S in such a way as to remain compliant with all applicable state election laws and regulations. "Maintained or upgraded" shall mean only such changes to individual items of the Licensed Software (but not Equipment) as are technologically feasible and commercially reasonable. Customer shall be solely responsible for the cost of any replacements, retrofits or modifications to the Equipment contracted for herein that may be developed and offered by ES&S in order for such Equipment to remain compliant with applicable laws and regulations. Customer shall also be solely responsible for the cost of any third party items that are required in order for the Equipment and/or Licensed Software to remain compliant with applicable laws and regulations.

15. **State Recertifications.** In the event that any future state certifications or recertifications are required that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the Licensed Software and/or Equipment licensed and sold hereunder, Customer shall be responsible for:

- (i) the total cost of any third party items that are required in order for the Equipment and/or Licensed Software to remain certified;
- (ii) Customer's pro-rata share of such future state certification or recertification costs; and
- (iii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the Equipment and/or Licensed Software that may result from such future state certifications or recertifications.

Customer's pro-rata share of the costs included under subsections 15(ii) and 15(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement.

16. **Entire Agreement.** This Agreement, including the following documents: (1) Sales Order Agreement, (2) General Terms, (3) Exhibit A, and (4) Exhibit B, which are hereby incorporated into the Agreement and made a part thereof, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, USA, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State of Nebraska, County of Douglas. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-10, 12(b), 13-16 these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A shall be for a term of 4 years commencing on January 1, 2016 and ending on December 31, 2019 ("Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **Two-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term and any Renewal Periods. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. The Hardware Maintenance and Software License, Maintenance and Support Fees for any Renewal Period shall be the then current fees in effect and are due and payable no later than thirty (30) days prior to the beginning of such renewal period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services. In the event Customer terminates this Exhibit A through no fault of ES&S and later desires to subscribe for a Hardware Maintenance and Software License, Maintenance and Support plan, or otherwise changes its Hardware Maintenance and Software License, Maintenance and Support plan with ES&S during the Initial Term or any Renewal Period thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance and Software License, Maintenance and Support plan coverage.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services

provided by ES&S pursuant to this Subsection 1(a) are referred to herein as “Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twenty-Four (24) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer’s Designated Location. Customer’s “Designated Location” shall mean Customer’s owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services. Customer acknowledges and agrees that the performance of Routine Maintenance Services for Product(s) identified on Schedule A1 as “depot repair only” shall only be provided pursuant to Section 1(b) below.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as “Repair Services”. ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer’s Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S’ then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide “emergency” Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefor), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer’s request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a “Loaner Unit”). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S’ then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Exhibit F. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

<u>Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$5,000.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$3,000.00
Total Maintenance Fees for the Initial Term:		\$8,000.00
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES
 (Expiration of the Warranty Period through the fourth anniversary thereof)

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
10	Model DS200 Digital Image Scanner	Year 1	\$125.00	\$1,250.00
10	Model DS200 Digital Image Scanner	Year 2	\$125.00	\$1,250.00
10	Model DS200 Digital Image Scanner	Year 3	\$125.00	\$1,250.00
10	Model DS200 Digital Image Scanner	Year 4	\$125.00	\$1,250.00
Total Hardware Maintenance Fees for the Initial Term				\$5,000.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period shall be 75% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3: Customer's Designated Location: City of Beloit, Wisconsin

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Note 5: Upon expiration of the Initial Term, this Schedule A1 shall automatically renew as set forth in Article I, Section 1.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.

- Use of a checklist tailored for each piece of ES&S Equipment.
- Update of maintenance records which are kept by serial number and available to the Customer through the Customer's ES&S Web-based portal.

5. Repair Services.

- Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES

(Expiration of Warranty Period through the fourth anniversary thereof)

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
10	Model DS200 Digital Image Scanner	Year 1	\$75.00	\$750.00
10	Model DS200 Digital Image Scanner	Year 2	\$75.00	\$750.00
10	Model DS200 Digital Image Scanner	Year 3	\$75.00	\$750.00
10	Model DS200 Digital Image Scanner	Year 4	\$75.00	\$750.00
Total Firmware License, Maintenance and Support Fees for the Initial Term				\$3,000.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
 - Customer shall store the Equipment in accordance with ES&S requirements set forth herein.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall have reviewed Training Checklists.

4. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.
5. Customer shall be responsible for data extraction from Customer voter registration system.
6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
7. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
8. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
9. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

EXHIBIT B

Attachment to City of Beloit, Wisconsin Agreement

The undersigned agree that the following provisions are hereby incorporated into the Agreement to which it is attached and made a part thereof, said Agreement being effective as of the date of the last-executed signature below.

1. **TERMS HEREIN; CONTROLLING PROVISIONS:** It is expressly agreed that the terms of each and every provision in this attachment (Exhibit B) shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.

2. **AGREEMENT WITH WISCONSIN LAW:** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a court located in the State of Wisconsin, to the exclusion of the courts of any other states or country. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Wisconsin.

3. **INDEMNIFICATION.** ES&S shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Beloit, its officers, officials, agents and employees against all loss or expense (including liability costs and attorney fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of ES&S or any of ES&S's subcontractors in performance of this Agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees. The obligations of ES&S under this paragraph shall survive the expiration or termination of this Agreement.

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

ES&S will not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. In the event any portion of this Agreement is subcontracted by the undersigned, said subcontract shall include a provision prohibiting the subcontractor from discriminating against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of said ordinance.

5. **ACCEPTANCE OF AGREEMENT.** This Agreement shall not be considered accepted, approved or otherwise effective until the required approvals have been given and this Agreement is signed under authority of the City Council of the City of Beloit, Wisconsin.

6. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find that the City has agreed to binding arbitration, or the payment of

damages or penalties upon the occurrence of a contingency. Further the City shall not agree to pay attorney fees and late payment charges; and no provisions will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

7. **REPRESENTATIVES AUTHORITY TO CONTRACT.** By signing this document, the representative of ES&S thereby represents that such person is duly authorized by ES&S to execute this document on behalf of ES&S and that ES&S agrees to be bound by the provisions thereof.

8. **RESPONSIBILITY FOR TAXES.** The City shall not be responsible for, nor indemnify ES&S for any federal, state or local taxes which may be imposed or levied upon the subject matter of this Agreement.

9. **INSURANCE.** The City shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the City to establish a self-insurance fund to protect against such loss or damage. The City and ES&S shall bear the risk of any loss or damage to any personal property to which the City or ES&S holds title.

Dated this ____ day of _____, 2014

Dated this ____ day of _____, 2014

CITY OF БЕLOIT

ELECTION SYSTEMS & SOFTWARE, LLC

By: _____
Larry N. Arft, City Manager

By: _____
(signature)

ATTEST:

(print name)

By: _____
Rebecca Houseman LeMire, City Clerk

Its _____
(print title)

APPROVED AS TO FORM:

ATTEST:

By: _____
Elizabeth A. Krueger, Interim City Attorney

By: _____
(signature)

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

(print name)

By: _____
Eric Miller, City Comptroller

Its _____
(print title)