



**AGENDA
BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, December 15, 2014**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
 - a. Proclamation recognizing the **Beloit Memorial High School 2014 Boys Varsity Soccer Team** (Luebke)
4. PUBLIC HEARINGS
 - a. Proposed ordinance amending the City of Beloit **Zoning District Map** to change the zoning district classification of the property located at 1400 Frederick Street from R-1A, Single-family Residential District, to PLI, Public Lands and Institutions District (Christensen) Plan Commission recommendation for approval 7-0
First reading, suspend rules for second reading
5. CITIZENS PARTICIPATION
6. CONSENT AGENDA

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

- a. Approval of the **Minutes** of the regular and special meetings of December 1, 2014 (LeMire)
- b. Application for a **Conditional Use Permit** to allow a day care use in a R-3, Low-density Multi-family Residential District, for the property located at 819 Clary Street (Christensen) Refer to the Plan Commission
- c. Application for a bike path in **Stateline Prairie Restoration Park** located at 540 Colby Street (Christensen) Refer to the Plan Commission
- d. Resolution approving a **Class “B” Beer and Reserve “Class B” Liquor License** for Eclipse Event Center, LLC, d/b/a Eclipse Event Center, Jayme Braatz, Agent, located at 100 Eclipse Center (LeMire) ABLCC Recommendation for approval 7-0
- e. Resolution approving a **Class “B” Beer and Reserve “Class B” Liquor License** for Lucy’s #7 Burger Bar, LLC, d/b/a Lucy’s #7 Burger Bar, Emily Hopper, Agent, located at 430 East Grand Avenue, Suite 102 (LeMire) ABLCC Recommendation for approval 7-0

- f. Resolution approving a 2-Lot **Certified Survey Map** for the properties located at 1400 and 1524 Frederick Street (Christensen)
Plan Commission recommendation for approval 7-0

7. ORDINANCES

- a. Substitute Amendment #1: Proposed Ordinance to add **No-Parking regulations** on Lovell Avenue (Boysen) Traffic Review Committee recommendation for approval 4-1
Second reading

8. APPOINTMENTS

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

10. CITY MANAGER'S PRESENTATION – none

11. REPORTS FROM BOARD AND CITY OFFICERS

- a. Resolution authorizing the **Sale of 106 Bluff Street** to John and Pauline Wergin (Christensen)
- b. Resolution authorizing the **Transfer of Ownership of Improvements** at 1201 Big Hill Court from the Girl Scouts of Wisconsin – Badgerland Council, Inc. to the City of Beloit, Wisconsin (Arft)
- c. Resolution authorizing the City Manager to enter into a **State/Municipal Agreement** with the Wisconsin Department of Transportation for the Design and Construction of the Powerhouse Riverwalk (Boysen)
- d. Resolution approving a **Development Agreement** between the City of Beloit, the Greater Beloit Economic Development Corporation, Josie Enterprises, LLC and Chicago Fittings Corporation (Janke)
- e. Resolution authorizing the **Transfer of Funds** from the General Fund Contingency Reserve Account for 2014 (Miller)

12. ADJOURNMENT

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

Dated: December 10, 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 Tuesday at 1:00 p.m.; Thursday at 8:30 a.m.; and Friday at 1:00 p.m.

WHEREAS, Varsity Boys Soccer has been in existence at Beloit Memorial High School for 31 years, with 6 of the team's 11 winning seasons occurring in the most recent years; and

WHEREAS, the 2014 Varsity Boys Soccer team achieved their most successful year with a record of 20-2-7, with the greatest number of wins, the fewest losses, and most ties in school history; and

WHEREAS, this team won the Racine Horlick Quad, the DeForest Quad, the WIAA Regional Championship, and the WIAA Sectional Championship for the first time in BMHS history, earning them their first appearance at the State Soccer Tournament; and

WHEREAS, the team scored a total of 119 goals this year placing them in second place for highest number of goals in one season in the State of Wisconsin; and

WHEREAS, seven team members were placed on the First Team All-Conference in the Big Eight, the Second Team All-Conference, or given Honorable Mention All-Conference; and

WHEREAS, Varsity Soccer is a family affair at BMHS with 14 of the 22 players having siblings in the program or are legacy players on the team.

NOW, THEREFORE, BE IT PROCLAIMED by the City Council President of the City of Beloit that the Beloit Memorial High School 2014 Boys Varsity Soccer Team be praised and admired for their outstanding season; that Monday, December 15th is hereby declared:

"BELOIT MEMORIAL HIGH SCHOOL BOYS VARSITY SOCCER DAY"

in the City of Beloit; and that all citizens and fellow students of the School District of Beloit are encouraged to recognize the team's outstanding achievements and talents.

Presented this 15th day of December, 2014.

Mark Spreitzer, City Council President

ATTEST:

Rebecca Houseman LeMire, City Clerk

ORDINANCE NO. _____

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

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

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

The following described land, also known as the northern-most 5 acres of 1400 Frederick Street, is hereby changed from R-1A, Single-Family Residential District, to PLI, Public Lands & Institutions District:

Part of out-lot 28-8 of the Assessor's Plat of Beloit Township as situated in part of the NE ¼ of the SE ¼, all in Section 28, T. 1 N., R. 12 E. of the 4th P.M., now situated in the City of Beloit, County of Rock, State of Wisconsin (also known as the northern-most 5 acres of 1400 Frederick Street, parcel number 12831200). Said parcel contains 5 acres, more or less.

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

Adopted this 15th day of December, 2014.

City Council of the City of Beloit

Mark Spreitzer, Council President

Attest:

Rebecca Houseman LeMire, City Clerk

Published this ____ day of _____, 2014

Effective this ____ day of _____, 2014

01-611100-5231-_____

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Zoning Map Amendment Application for the property located at 1400 Frederick Street

Date: December 15, 2014

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

The School District of Beloit has submitted an application for a Zoning Map Amendment to change the zoning district classification from R-1A, Single-Family Residential District, to PLI, Public Lands & Institutions District, for the northern-most 5 acres of the property located at 1400 Frederick Street.

Key Issues (maximum of 5):

- The applicant recently entered into a contract to purchase the subject property with the intent of constructing a new parking lot for McNeel School.
- A Certified Survey Map (CSM) is being processed congruently with the proposed zoning amendment to add the northern-most 5 acres of 1400 Frederick to the adjacent school property, 1524 Frederick Street, which is zoned PLI.
- The PLI district is a special purpose district that is intended to accommodate major public and quasi-public uses.
- The Plan Commission reviewed this item on December 3, 2014 and voted unanimously (7-0) to recommend approval of this Zoning Map Amendment.

Consistency with Comprehensive Plan and Strategic Plan:

The Comprehensive Plan recommends Single Family Residential uses, including supportive institutional uses, for the subject property. This proposed Zoning Map Amendment is consistent with the Comprehensive Plan, as required by Section 66.1001(3) of Wisconsin Statutes.

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

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

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

Action required/Recommendation:

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

Fiscal Note/Budget Impact: N/A

Attachments: Ordinance and Staff Report to the Plan Commission

CITY OF БЕЛОIT

REPORT TO THE БЕЛОIT CITY PLAN COMMISSION



Meeting Date: December 3, 2014

Agenda Item: 5

File Number: ZMA-2014-07

Applicant: School District of Beloit

Owner: James Williams

Location: 1400 Frederick Street

Current Zoning: R-1A, Single-Family Residential District

Existing Land Use: Vacant/Agricultural

Total Area: 5 Acres

Proposed Zoning: PLI, Public Lands & Institutions District

Request Overview/Background Information:

The School District of Beloit has submitted an application for a Zoning Map Amendment to change the zoning district classification from R-1A, Single-Family Residential District, to PLI, Public Lands & Institutions District, for the northern-most 5 acres of the property located at 1400 Frederick Street.

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

- North: PLI, Public Lands/Institutional; School
- South: R-1A, Single-Family Residential District; Agricultural
- East: R-1A, Single-Family Residential District; Single-Family Residential and Rental
- West: R-1A, Single-Family Residential District; Agricultural

The Zoning Ordinance directs the Plan Commission to hold a hearing and make a recommendation regarding a Zoning Map Amendment when the specific site and context are suitable for the uses permitted in the proposed zoning district.

Key Issues:

- The applicant recently entered into a contract to purchase the subject property with the intent of constructing a new parking lot for McNeel School.
- A Certified Survey Map (CSM) is being processed congruently with the proposed zoning amendment to add the northern-most 5 acres of 1400 Frederick to the adjacent school property, 1524 Frederick Street, which is zoned PLI.
- The PLI district is a special purpose district that is intended to accommodate major public and quasi-public uses.
- Planning staff mailed the attached Public Notice to the owners of nearby properties. As of this writing, staff has not received any comments.
- This application is being considered in accordance with the Zoning Map Amendment procedures contained in Section 2-300 of the Zoning Ordinance.
- **Findings of Fact** - Based on Section 2-304 of the Zoning Ordinance, the Plan Commission shall make a recommendation based on the following considerations:
 - a. *The existing use of property within the general area of the subject property;*
 - The proposed expanded PLI district and parking area are compatible with the surrounding agricultural and residential uses.
 - b. *The zoning classification of property within the general area of the subject property;*
 - The section of the subject property being considered for rezoning will be added to an existing PLI district once the proposed CSM is approved. The uses allowed in the PLI zoning district are compatible with the uses in the surrounding R-1A district.
 - c. *The suitability of the subject property for the uses permitted under the existing zoning classification;*
and
 - The land is suitable for the uses allowed in both R-1A and PLI districts.
 - d. *The trend of development and zoning map amendments in the general area of the subject property.*
 - The area near the subject property is a stable residential neighborhood consisting of primarily single-family homes and agricultural land.

Consistency with Comprehensive Plan and Strategic Plan:

The Comprehensive Plan recommends Single Family Residential uses, including supportive institutional uses, for the subject property. This proposed Zoning Map Amendment is consistent with the Comprehensive Plan, as required by Section 66.1001(3) of Wisconsin Statutes.

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

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

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

Staff Recommendation:

Based upon the above Findings of Fact and the City's Comprehensive Plan, the Planning & Building Services Division recommends **approval** of a Zoning Map Amendment to change the zoning district classification from R-1A, Single-Family Residential District, to PLI, Public Lands & Institutions District, for the northern-most 5 acres of the property located at 1400 Frederick Street.

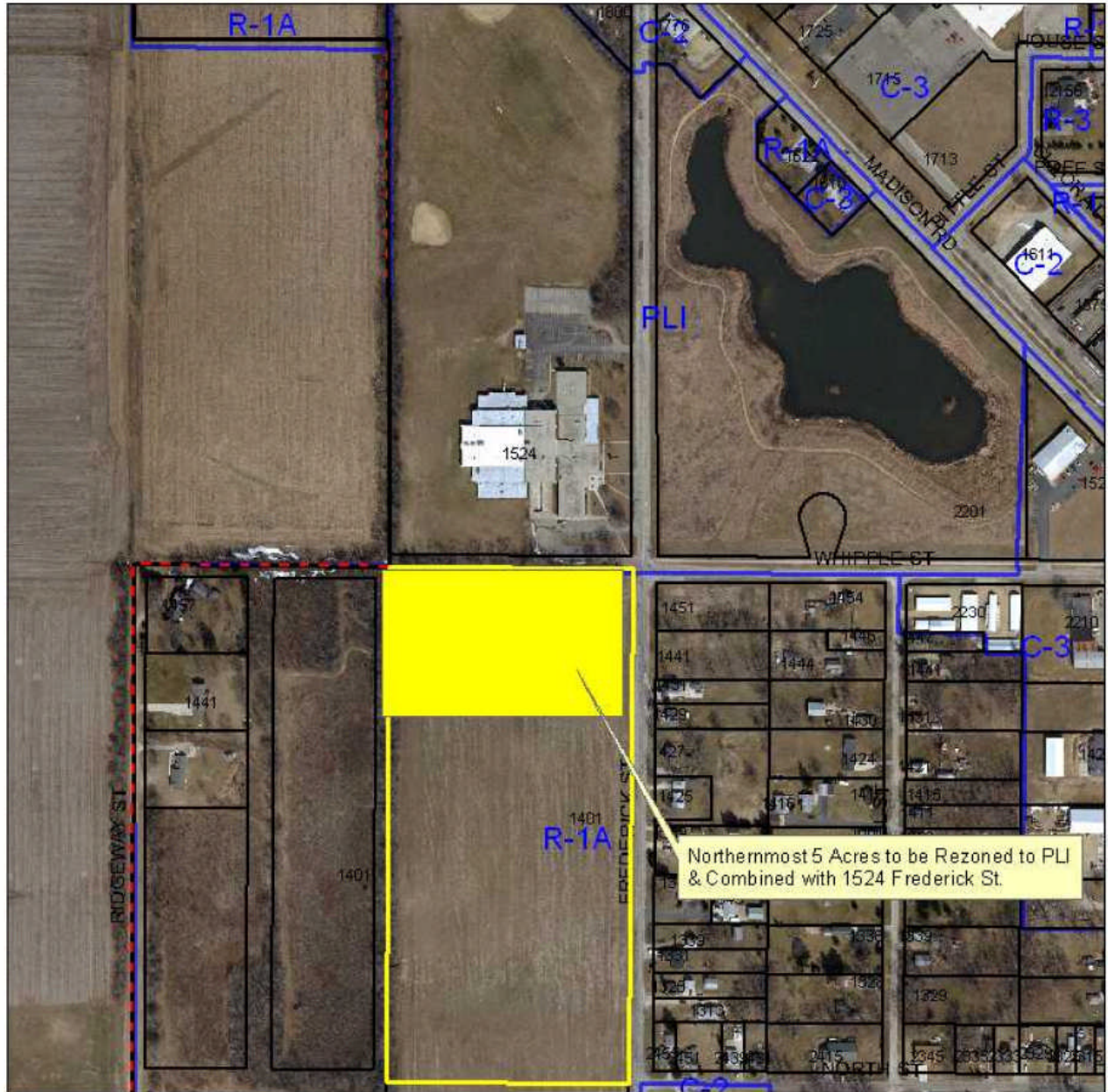
Fiscal Note/Budget Impact: N/A

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

Location & Zoning Map

1400 Frederick Street

ZMA-2014-07



1 inch = 369 feet



Legend

- COB Parcels
- Zoning District

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

PLANNING & BUILDING SERVICES DIVISION

CITY of BELOIT

PLANNING & BUILDING SERVICES DIVISION

100 State Street, Beloit, WI 53511

Phone: (608) 364-6700

Fax: (608) 364-6609

Zoning Map Amendment Application Form

(Please Type or Print)

File No.: ZMA-2014-07

1. Address of subject property: 1400 Frederick Street (Northernmost 5 ac)
2. Legal description: Lot: 28-8 Block: Subdivision: Assessor's Plat Town of Beloit
(If property has not been subdivided, attach a copy of the complete legal description from deed.)
Property dimensions are: 627 feet by 347 feet = square feet.
If more than two acres, give area in acres: 5.0 acres.

3. Tax Parcel Number(s): 1283 1200

4. Owner of record: James Williams Phone:

POBox 940251 Houtston TX 77094
(Address) (City) (State) (Zip)

5. Applicant's Name: School District of Beloit

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

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

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

Change zoning district classification from: RIA to: PLI

All existing uses on this property are: AG

7. All the proposed uses for this property are:

Principal use(s): Parking lot expansion for the McNeel School

Secondary use(s):

Accessory use(s):

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

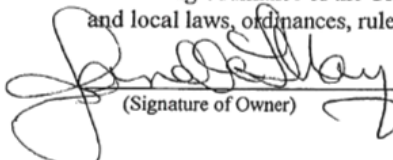
- () Owner
- () Leasehold, Length of lease: _____
- (x) Contractual, Nature of contract: offer to purchase
- () Other, explain: _____

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

Name(s): Janelle Marotz, Exec. Director of Business Services Phone: 361 4015
1633 Keeler Avenue Beloit WI 535311
(Address) (City) (State) (Zip)

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

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

 Janelle Marotz 4/23/14
(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 Division for acceptance by the filing deadline date prior to a scheduled Plan Commission meeting. This application must be submitted with the \$275.00 application fee. Applicants will also be charged a fee for mailing public notices at the rate of \$0.50 per notice. An invoice for this fee will be sent to the applicant, and it is typically between \$5.00 and \$20.00.

To be completed by Planning Staff		
Filing Fee: <u>\$275.00</u>	Amount Paid: <u>\$275.00</u>	Meeting Date: <u>12/3/2014</u> <u>May 21, 2014</u>
Number of notices: _____ x mailing cost (\$0.50) = cost of mailing notices: \$ _____		
Application accepted by: <u>Drew Permyton</u>		Date: <u>4/23/14</u>
Date Notice Published: _____		Date Notice Mailed: _____



City of
BELOIT, Wisconsin
Division of Planning and Building Services

CITY HALL • 100 STATE STREET • BELOIT, WI 53511

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

www.beloitwi.gov

Equal Opportunity Employer

NOTICE TO THE PUBLIC

November 21, 2014

To Whom It May Concern:

The School District of Beloit has submitted an application for a Zoning Map Amendment to change the zoning district classification from R1-A, Single-Family Residential District, to PLI, Public Lands & Institutions District, for the northernmost 5 acres of the property located at:

1400 Frederick Street.

The applicant recently acquired the subject property with the intent of constructing a new parking lot for McNeel School. A Certified Survey Map is being processed congruently with the proposed zoning amendment to add the northern-most 5 acres of 1400 Frederick to the adjacent school property, 1524 Frederick Street.

The following public hearings will be held regarding this application:

City Plan Commission: Wednesday, December 3, 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, December 15, 2014, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

THE PUBLIC IS INVITED TO ATTEND THESE HEARINGS.

We are interested in your opinion.

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

For additional information, please contact Stephanie Hummel in the Planning & Building Services Division at (608) 364-6708 or hummels@beloitwi.gov. Comments will be accepted via telephone, email, and U.S. Mail.

REYES TORRES RAMOS
918 KENWOOD AVE
BELOIT, WI 53511

DONALD SIEBEL
1205 NINTH ST
BELOIT, WI 53511

CHARLES GODWIN
2440 NORTH ST
BELOIT, WI 535114000

JAMES WILLIAMS
P O BOX 940251
HOUSTON, TX 77094

EVERETT K & JULIE A CHRISTENSEN
2125 W GRAND AVE
BELOIT, WI 53511

JAMES WILLIAMS
P O BOX 940251
HOUSTON, TX 77094

NICOLE N YOSS REVOCABLE TRUST
2243 PRAIRIE AVE STE 1
BELOIT, WI 53511

CHESTER SIMPLOT
2439 NORTH ST
BELOIT, WI 535114053

CHRIS S & SHANNON L SCHARMER
1741 INDIAN RD
BELOIT, WI 53511

GEORGE & KENDAL JACOBS
2455 NORTH ST
BELOIT, WI 53511

JOHN W & BONNIE MENKE
7041 W MILL POND RD
BELOIT, WI 53511

DAVID B & LISA C RUSSELL
1454 BITTEL ST
BELOIT, WI 53511

VICKI HANKINS
1331 FREDERICK ST
BELOIT, WI 53511

SCHOOL DISTRICT OF BELOIT
1633 KEELER AVE
BELOIT, WI 53511

DAVID K & CAROLE L EMMEL
1349 B FREDERICK ST
BELOIT, WI 53511

LOWELL FJALSTAD
1349 FREDERICK ST
BELOIT, WI 535114022

JOSEPH & PHILLIS MYERS
1359 FREDERICK ST
BELOIT, WI 535114022

STANLEY & JULIE OLSON
2205 S NYE SCHOOL RD
BELOIT, WI 535118642

SHARON BASS
2584 WHITE OAKS DR
BELOIT, WI 53511

MICHAEL SORAVIA
1429 FREDERICK ST
BELOIT, WI 535114023

SAUL VARGAS
1431 FREDERICK ST
BELOIT, WI 535114023



PROCEEDINGS OF THE BELOIT CITY COUNCIL

Special Meeting

100 State Street, Beloit, WI 53511

Monday, December 1, 2014

Presiding: Mark Spreitzer

Present: Sheila De Forest, Charles Haynes (arrived at 6:15 p.m.) Regina Hendrix (arrived at 6:05 p.m.),
Ana Kelly, and Chuck Kincaid

Absent: David F. Luebke

1. Councilor Spreitzer called the meeting to order at 6:01 p.m. in the 4th Floor City Manager's Conference Room at City Hall.
2. Councilor Kincaid made a motion to adjourn into closed session pursuant to Wis. Stat. 19.85(1)(e) to **consider a pending real estate transaction**, the discussion of which would harm the City's competitive or bargaining interests if held in open session. Councilor De Forest seconded. The motion carried, and the Council adjourned into closed session at 6:01 p.m.
3. At 6:32 p.m., Councilor Kelly made a motion to adjourn the closed session. Councilor Haynes seconded, and the motion carried.

Rebecca Houseman LeMire, City Clerk

www.ci.beloit.wi.us

Date Approved by Council:



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
Monday, December 1, 2014

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

1. The meeting was called to order at 7:09 p.m. in the Forum at Beloit City Hall.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
 - a. Councilor Haynes presented proclamations recognizing the **Beloit Memorial High School Cross Country Runners** Brenda Hernandez and Bailey Cronin. File 7148
 - b. Councilor Haynes presented a proclamation recognizing the **Beloit Legion 16U Baseball Team** for winning the 2014 State Championship and declaring Monday, December 1, 2014, 2014 Beloit American Legion 16U Baseball Team Recognition Day. Coaches Bill Grahn and Josh Oldenburg thanked the Council for the proclamation and congratulated the team members present. File 7148
 - c. Parks and Leisure Services Director Brian Ramsey presented the Wisconsin Parks and Recreation Association (WPRA) **Silver Star Award** from the WPRA State Conference for outstanding and unique programming for the Kubb Tournament. Spencer Waite thanked Visit Beloit and Matt Bosen for their assistance in organizing the tournament. He thanked the Beloit Youth Hockey Association for operating the concessions stand and the Beloit Memorial High School Technical Education department for creating the trophies.
4. PUBLIC HEARINGS
 - a. Community Development Director Julie Christensen presented a resolution authorizing a **Conditional Use Permit** to allow a drive-up automated teller machine (ATM) in a CBD-1, Central Business District – Core, for the property located at 419 Pleasant Street. It was noted that the Plan Commission recommended approval 6-0 subject to the conditions outlined in the resolution. Councilor Spreitzer opened and closed the public hearing without participation. Councilor De Forest made a motion to adopt the resolution, and Councilor Haynes seconded. The motion carried 6-0. File 8319
5. CITIZENS PARTICIPATION
 - John Spencer, 2125 Lovell Avenue, requested that the ordinance restricting parking on Lovell Avenue be extended south past his house to Carlyle Avenue.
 - John Carroll, 724 Hobart Place, requested that the no-parking restrictions on Hobart Place be removed.
6. CONSENT AGENDA

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

 - a. The **Minutes** of the regular and special meetings of November 17, 2014 were approved.
 - b. The application for a **Class “B” Beer and Reserve “Class B” Liquor License** for Eclipse Event Center, LLC, d/b/a Eclipse Event Center, located at 100 Eclipse Center, was referred to the ABLCC. File 8645

- c. The application for a **Class “B” Beer and Reserve “Class B” Liquor License** for Lucy’s #7 Burger Bar, LLC, d/b/a Lucy’s #7 Burger Bar, located at 430 East Grand Avenue, Suite 102, was referred to the ABLCC. File 8645
- d. The application for a **Planned Unit Development – Master Land Use Plan** for the property located at 2250 West Hart Road, for a proposed Assisted Living Facility, was referred to the Plan Commission. File 8665
- e. The application for a **Zoning Map Amendment** to change the zoning district classification of the property located at 1400 Frederick Street from R-1A, Single-family Residential District, to PLI, Public Lands and Institutions District, was referred to the Plan Commission. File 8666
- f. The application for a 2-Lot **Certified Survey Map** for the properties located at 1400 and 1524 Frederick Street was referred to the Plan Commission. File 8666
- g. The resolution approving **Final Payment** for Public Works Contract C13-11, Concrete Pavement Repair, was adopted. File 8592

7. ORDINANCES

- a. Public Works Director Greg Boysen presented a proposed ordinance to remove the **No-Parking restriction** on Hobart Place. It was noted that the Traffic Review Committee recommended approval 4-1 and that staff recommended denial because of the substandard width of the street. Mr. Boysen said that sidewalk is present and cannot be considered part of the street per State Statute. Councilor Kincaid made a motion to suspend the rules and offer a second reading of the proposed ordinance. Councilor Kelly seconded, and the motion carried 6-0. Councilor De Forest requested that Mr. Carroll tell his neighbors not to park on the 16-foot wide section of the street. On the merits of the ordinance, Councilor De Forest made a motion to enact. Councilor Haynes seconded, and the motion carried 6-0. File 7791 Ordinance 3549
- b. Mr. Boysen presented a proposed ordinance to add **No-Parking regulations** on Lovell Avenue from Cranston Road south to Holmes Street on both sides. It was noted that the Traffic Review Committee recommended approval 4-1. Mr. Boysen recommended that the Council amend the ordinance to extend the no-parking restriction south to Carlyle Road to accommodate a property owner’s request. Councilor Haynes made a motion to amend the ordinance to remove on-street parking from Cranston Road to Carlyle Road on both sides, and Councilor Hendrix seconded. Councilor De Forest asked if there is any concern about drivers stopping and standing on Cranston Road while attempting to drop kids off at Robinson School. Mr. Boysen said that there may be additional issues on the school site but that the drop-off lane in the parking lot has the capacity to handle the school traffic if used correctly. The motion to amend the ordinance carried 6-0. Councilor Haynes made a motion to lay this item over to the December 15th City Council meeting, and Councilor De Forest seconded. The motion carried 6-0. File 7791

8. APPOINTMENTS – none

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor De Forest welcomed the students in the audience and thanked the NAACP and the Greater Beloit Ministers Association for hosting a discussion about concerns of minority students in the Beloit School District.
- Councilor Hendrix welcomed the students and encouraged anyone who has information about the recent violence in the City to call the police. She said that she is looking forward to Aldrich School’s performance of Beauty and the Beast.
- Councilor Haynes said that he attended the Holiday Parade and encouraged the public to attend Holidazzle on December 5th.
- Councilor Spreitzer encouraged the public to attend Holidazzle.

10. CITY MANAGER’S PRESENTATION

- a. Operations Director Chris Walsh presented the **Annual Snow and Ice Control Plan**. Ms. Walsh indicated that the goal of the program is to provide an appropriate level of service for each snow event while balancing environmental and fiscal concerns. She discussed the logistics of the program including routes, personnel, and equipment. Ms. Walsh reminded the public not to deposit snow into the street or on neighboring properties and encouraged people to stay off the

streets during snow emergencies. Councilor Spreitzer asked if staff has the capability to post snow emergencies on the City's website on nights and weekends, and Ms. Walsh said that they do.

11. REPORTS FROM BOARD AND CITY OFFICERS

- a. Ms. Christensen presented a resolution amending the **Mutual Cooperation Agreement** under the National Affordable Housing Act. She said that because the City is one of the administrative partners in a consortium with the City of Janesville and Rock County for HOME funds, the City must take action on the agreement to allow a change in use for certain HOME funds. Councilor De Forest said that she was concerned that if all three agencies do not spend HOME funds during the allotted time, the funds may be lost. Ms. Christensen stated that the Wisconsin Housing Partnership will now be administering HOME funds at the County level to ensure that the funds are spent. Councilor Kincaid made a motion to adopt the resolution, and Councilor Kelly seconded. The motion carried 6-0. File 7977
- b. Human Resources Manager Joe Simpson presented a resolution adopting a **Meet and Confer Agreement** between the City of Beloit and the Beloit Police Supervisory Association (BPSA). He explained that the previous agreement expired on December 31, 2013, and that the proposed agreement mirrors the Police contract approved on November 17th. Councilor De Forest made a motion to adopt the resolution, and Councilor Haynes seconded. The motion carried 6-0. File 6065
- c. Mr. Simpson presented a resolution adopting a **Collective Bargaining Agreement** between the City of Beloit and the Local #643 Transit, AFSCME AFL-CIO. He stated that this is a four-year agreement. Councilor De Forest said that an appendix in the agenda packet was blank, and Mr. Simpson said that the pay tables were not complete at the time of publication but it will be included in the final document. Councilor Kincaid made a motion to adopt the resolution, and Councilor Hendrix seconded. The motion carried 6-0. File 6094

12. At 8:12 p.m., Councilor Hendrix made a motion to adjourn the meeting, and Councilor De Forest seconded. The motion carried 6-0.

Rebecca Houseman LeMire, City Clerk

www.ci.beloit.wi.us

Date approved by Council:

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Conditional Use Permit Application for the property located at 819 Clary Street – Council Referral to the Plan Commission

Date: December 15, 2014

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

Angus Young Associates has filed an application for a Conditional Use Permit to allow child care uses in an R-3, Low-Density, Multi-Family Residential District, for the property located at 819 Clary Street.

Key Issues (maximum of 5):

- Little Turtles Playhouse is seeking approval to move their child care facilities from 706 Emerson Street to the subject property. If the Conditional Use Permit is approved, a purchase agreement will be formalized between Little Turtles Playhouse and Beloit College, the current owner.
- An outdoor play area and fencing will be added. No other exterior renovations are proposed. Nine (9) parking stalls are available on site, meeting the minimum set by the Zoning Code.
- Child care is a conditional use in the R-3 zoning district. The application, Location & Zoning Map, and site plan are attached to this report.

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

- Consideration of this request supports Strategic Goal #5.

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

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

Action required/Recommendation:

- Referral to the Plan Commission for the December 17, 2014 meeting
- This item will most likely return to the City Council for a public hearing and possible action on January 5, 2015.

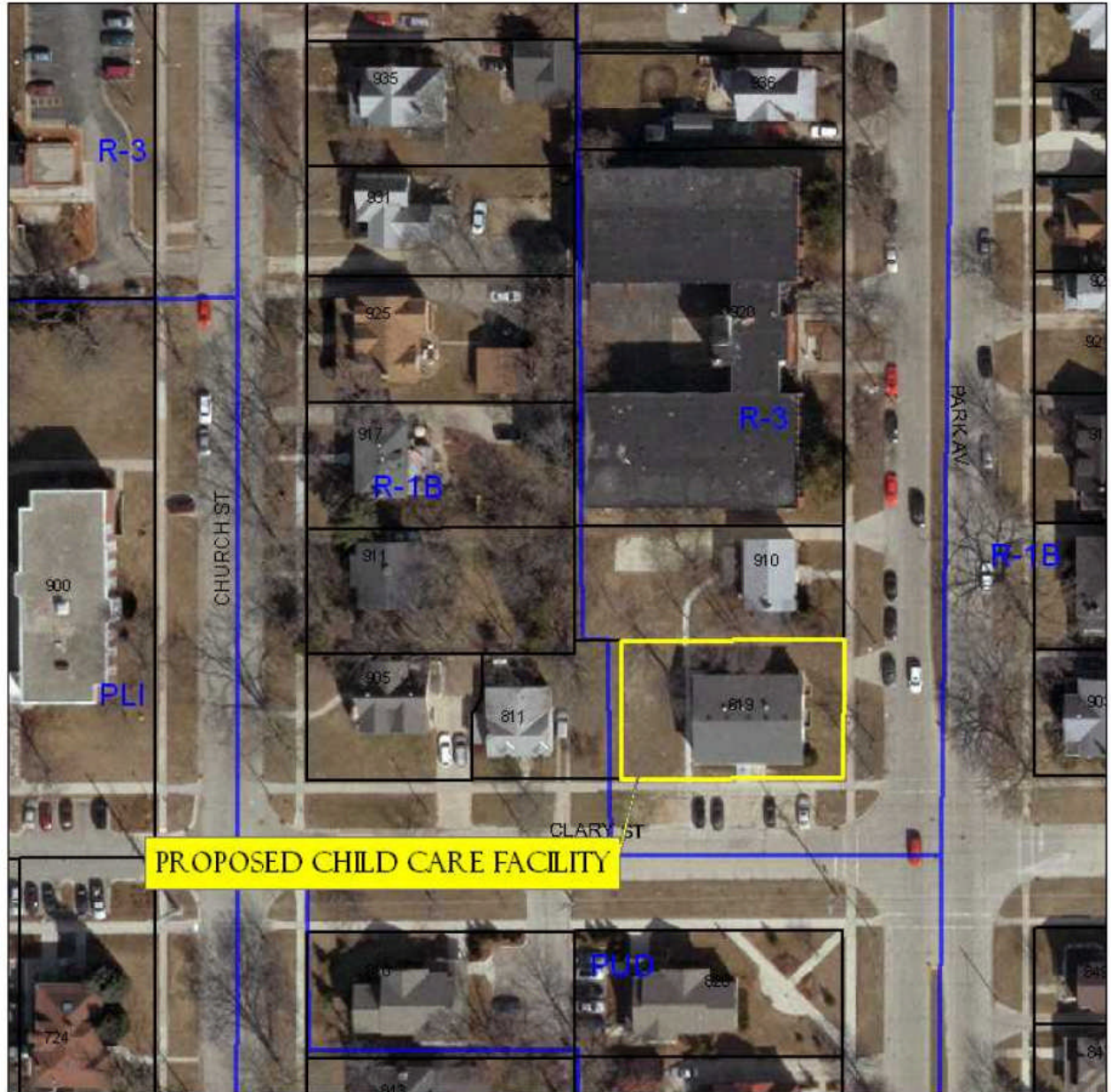
Fiscal Note/Budget Impact: N/A

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

Location & Zoning Map

819 Clary Street

CU-2014-11



1 inch = 75 feet



Legend

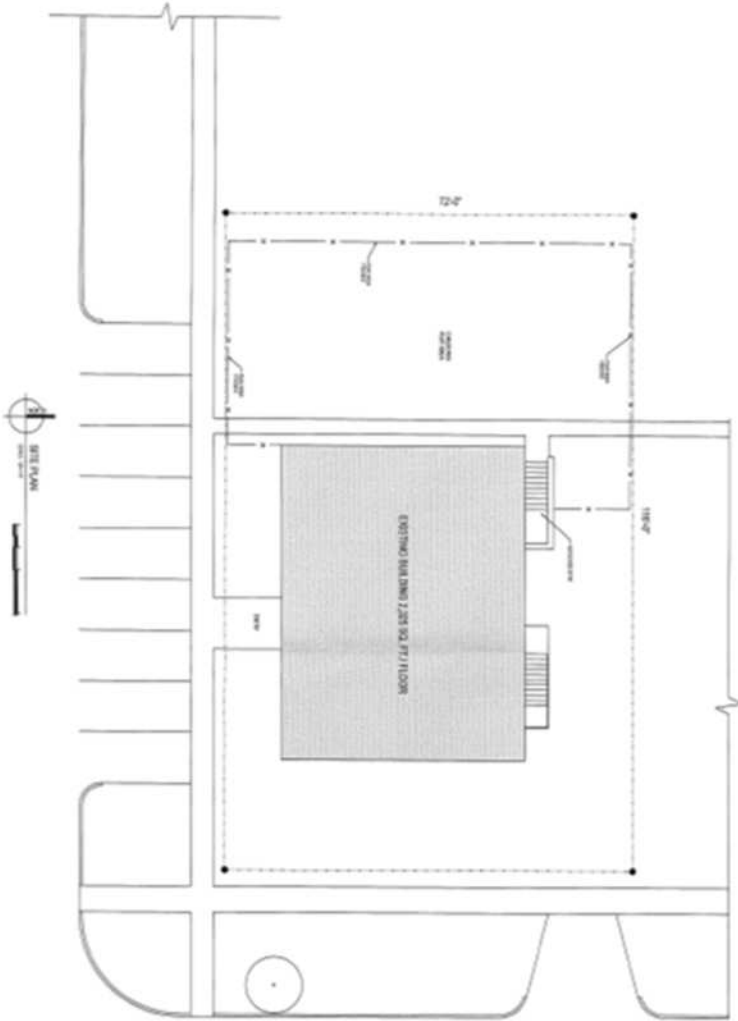
- COB Parcels
- Zoning District

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

PLANNING & BUILDING SERVICES DIVISION

PROJECT NO. 1000000000

DATE 10/10/2010



PRELIMINARY - NOT FOR CONSTRUCTION

C-101

PROJECT NUMBER	1000000000
DATE	10/10/2010
PROJECT NAME	LITTLE TURTLES PLAYHOUSE
CLIENT	BELOIT COLLEGE
LOCATION	BELOIT, WISCONSIN
SCALE	1/8" = 1'-0"

LITTLE TURTLES
PLAYHOUSE
BELOIT COLLEGE
BELOIT, WISCONSIN

Angus Young
Architectural
Engineering
Interior Design
A Division of Angus Young & Partners
1000 UNIVERSITY AVENUE
BELOIT, WISCONSIN 53510

DATE	REVISION

Scale: 1/8" = 1'-0" Angus Young & Partners Inc. 10/10/2010

CITY of BELOIT

Neighborhood Planning Division

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

Conditional Use Permit Application

(Please Type or Print)

File Number: CU-2014-11

1. Address of subject property: 819 Clary Street

2. Legal description: _____

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

Property dimensions are: 116.0 feet by 72 feet = 8,370 square feet.

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

3. Tax Parcel Number(s): 13680055 0.19

4. Owner of record: Beloit College Trustees Phone: (608) 363-2200
700 College Street, Beloit, WI 53511

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

5. Applicant's Name: Joseph J. Stadelman, VP Angus-Young Associates
555 South River Street, Beloit, WI 53548

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

(608) 756-2326 / (608) 751-1546 / joes@angusyoung.com
(Office Phone #) (Cell Phone #) (E-mail Address)

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

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

A Conditional Use Permit for: Change of Use to Child Care Center

_____ in a(n) R-3 :Low Density Residential _____ Zoning District.

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

Principal use: _____

Child Care Center

Secondary use: _____

None

Accessory use: _____

None

9. Project timetable: Start date: 1/1/2015 Completion date: 5/1/2015

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

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

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

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

[Signature] / LAURIE STICKELMEIER / 11/24/14
 (Signature of Owner) (Print name) (Date)

[Signature] / JOSEPH J STADELMAN / 11/24/14
 (Signature of Applicant, if different) (Print name) (Date)

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

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

To be completed by Planning Staff

Filing fee: **\$275.00** Amount paid: 275.00 Meeting date: 12/17/14

No. of notices: 11 x mailing cost (\$0.50) = cost of mailing notices: \$ 5.50

Application accepted by: S. Hummel Date: 11/24/14

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Construction of Wheeler Bridge Path (near Colby Street) – Council Referral to the Plan Commission

Date: December 15, 2014

Presenter(s): Julie Christensen

Department(s): Community Development

Overview/Background Information:

The City of Beloit Engineering Division has requested that the Plan Commission and City Council review the proposed plans for the construction of a path to connect Wheeler Bridge in South Beloit to Stateline Restoration Prairie Park.

Key Issues (maximum of 5):

- The proposed path will connect the Wheeler Bridge in South Beloit to the existing path infrastructure in Stateline Restoration Prairie Park. The new path will be on the east end of the park.
- This project will occur in existing park property and public right-of-way. No easements are required.
- A project map is 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 December 17, 2014 meeting
- This item will most likely return to the City Council for review and possible action on January 5, 2015

Fiscal Note/Budget Impact: The budget for this project has not been determined.

Attachments: Project Map

DIGGERS HOTLINE

Toll Free (800) 243-0511
Missouri: (314) 251-1101
Kansas: (913) 234-2280
www.diggershotline.com



0 40 80	
Scale: 1" = 40'	Scale: 1" = 80'
Author: [Name]	Scale: 1" = 80'
Revision: [Name]	Scale: [Name]

PROJECT NAME: WHEELER BRIDGE PATH	
PROJECT OVERVIEW	
	E

**RESOLUTION APPROVING A CLASS "B" BEER
AND RESERVE "CLASS B" LIQUOR LICENSE FOR
ECLIPSE EVENT CENTER, LLC**

WHEREAS, an application has been received for a Class "B" Beer and Reserve "Class B" Liquor License from Eclipse Event Center, LLC, d/b/a Eclipse Event Center, Jayme Braatz, Agent, for the property located at 100 Eclipse Center, Beloit, Wisconsin; and

WHEREAS, the Alcohol Beverage License Control Committee recommended approval of this Class "B" Beer and Reserve "Class B" Liquor License for the remainder of the 2014-2015 license year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit does hereby approve a Class "B" Beer and Reserve "Class B" Liquor License for Eclipse Event Center, LLC, d/b/a Eclipse Event Center, Jayme Braatz, Agent, for the property located at 100 Eclipse Center, Beloit, Wisconsin.

Dated this 15th day of December 2014.

Mark Spreitzer, City Council President

ATTEST:

Rebecca Houseman Le Mire, City Clerk



**ALCOHOL BEVERAGE LICENSE CONTROL COMMITTEE
RECOMMENDATION**

TO: Beloit City Council

FROM: Alcohol Beverage License Control Committee

DATE: December 9, 2014

**SUBJECT: Class "B" Beer and Reserve "Class B" Liquor License for
Eclipse Event Center, LLC**

The Alcohol Beverage License Control Committee recommends the Beloit City Council approve the application of Eclipse Event Center, LLC, Jayme Braatz, Agent, 100 Eclipse Center.

Motion carried 7-0

Rebecca Houseman LeMire
City Clerk

ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1 20 14 ending June 30 20 15

TO THE GOVERNING BODY of the: Town of Village of City of Beloit
 County of Rock Aldermanic Dist. No. _____ (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number:	
Federal Employer Identification Number (FEIN):	
LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Wholesale beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>50 Pd 11-20-14</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): Eclipse Event Center, 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>Manager + CEO</u>	<u>Diane M. Hendricks</u>	<u>One ABC Hwy Beloit WI 53511</u>
Vice President/Member	<u>President + COO</u>	<u>Robert Gerbitz</u>	<u>W325N 7098 Clearwater WI 53029</u>
Secretary/Member	<u>Secretary</u>	<u>Carla Swain</u>	<u>630 Rice Dr. Beloit WI 53511</u>
Treasurer/Member			
Agent ▶	<u>Jayne Braatz</u>	<u>2220 Easy Street</u>	<u>Beloit, WI 53511</u>

3. Trade Name ▶ Eclipse Event Center Business Phone Number 608.313.0699
 4. Address of Premises ▶ 100 Eclipse Center 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 WI and date _____ 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.) Banquet facility & Catering - Center Court

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? Kandu Industries
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]. Yes No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] Yes No
14. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME this 19 day of November 20 14
Lori A. Goff (Clerk/Notary Public)
Lori A. Goff (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
Lori A. Goff (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
 My commission expires 6-5-16
 (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
<u>11-20-14</u>			
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 Eclipse Event Center 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 Eclipse Event Center
(trade name)

located at 600 Henry Avenue - Beloit, WI

appoints Jayne Braatz
(name of appointed agent)
2220 Easy Street - Beloit, WI 53511
(home address of appointed agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 33 years

Place of residence last year 2220 Easy Street - Beloit, WI 53511

For: Eclipse Event Center
(name of corporation/organization/limited liability company)
By: [Signature] - Diane M. Hendricks
(signature of Officer/Member/Manager)
And: [Signature] - Robert Gerbitz.
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Jayne Braatz, hereby accept this appointment as agent for the
(print/type agent's name)

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

[Signature] 11/18/14 Agent's age _____
(signature of agent) (date)
2220 Easy Street - Beloit WI 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)	
HENDRICKS		DIANE		M	
Home Address (street/route)		Post Office		City	
ONE ABC PKWY				BELOIT	
Home Phone Number		Age		Date of Birth	
				Place of Birth	
				WI 53511	

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.
- MANAGER AND CEO** of **ECLIPSE EVENT CENTER, 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? 67 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? MANAGER FOR Yes No
If yes, identify. MERRILL & HOUSTON'S STEAK JOINT AND THE BELOIT CLUB-BOTH IN BELOIT *
(Name, Location and Type of License/Permit) **ALSO APPLYING FOR LICENSE ON LUCY'S #7 BURGER BAR**
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
HENDRICKS HOLDING	690 THIRD ST STE 300-BELOIT, WI	2009	Present
Employer's Name	Employer's Address	Employed From	To
ABC SUPPLY CO., INC	ONE ABC PKWY-BELOIT, WI	1982	Present

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 19 day of November, 2014

Lori A. Goff
(Clerk/Notary Public)

[Signature]
(Signature of Named Individual)

My commission expires 6-5-16



AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
GERBITZ		ROBERT		J	
Home Address (street/route)		Post Office	City	State	Zip Code
W325N7098 CLEARWATER DR,			MERTON	WI	53029
Home Phone Number		Age	Date of Birth	Place of Birth	
608-302-7288				MILWAUKEE, WI	

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- PRESIDENT AND COO** of **ECLIPSE EVENT CENTER, 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? 45 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? PRESIDENT FOR Yes No
If yes, identify. MERRILL & HOUSTON'S STEAK JOINT AND THE BELOIT CLUB -BOTH IN BELOIT, *
(Name, Location and Type of License/Permit) ALSO APPLYING FOR LICENSE

- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ON LUCY'S #7 BURGER BAR Yes No
If yes, identify.

(Name of Wholesale Licensee or Permittee)

(Address By City and County)

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

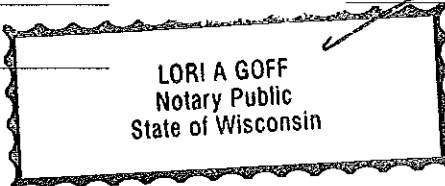
Employer's Name	Employer's Address	Employed From	To
LANG INVESTMENTS	574 WELLS ST.-DELAFIELD, WI	1998	2008
Employer's Name	Employer's Address	Employed From	To
INTREPED DEVELOPMENT	OCONOMOWOCK, WI	1994	1998

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 9 day of November, 2014
Lori A. Goff
(Clerk/Notary Public)

My commission expires 6-5-16



[Signature]
(Signature of Named Individual)



AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
SWAIN		CARLA		ANN	
Home Address (street/route)		Post Office		City	
630 RICE				BELOIT	
Home Phone Number		Age		Date of Birth	
				Place of Birth	
				APPLETON, WI	

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- SECRETARY AND OFFICER** of **ECLIPSE EVENT CENTER, 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? 67 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? OFFICER FOR Yes No
If yes, identify. MERRILL & HOUSTON'S STEAK JOINT AND THE BELOIT CLUB -BOTH IN BELOIT, *
(Name, Location and Type of License/Permit) ALSO APPLYING FOR LICENSE ON

- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? LUCY'S #7 BURGER BAR 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
HENDRICKS HOLDING	690 THIRD ST. STE 300-BELOIT, WI	2009	Present
Employer's Name	Employer's Address	Employed From	To
ABC SUPPLY CO., INC.	ONE ABC PKWY-BELOIT, WI	1984	2009

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 19th day of November, 2014
Lori A. Goff
(Clerk/Notary Public)

My commission expires 6-5-16

Carla Swain
(Signature of Named Individual)

LORI A GOFF
Notary Public
State of Wisconsin

Printed on Recycled Paper

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
BRAATZ		JAYME			
Home Address (street/route)		Post Office	City	State	Zip Code
2220 EASY STREET			BELOIT	WI	53511
Home Phone Number		Age	Date of Birth	Place of Birth	
608-313-0699				MADISON, WI	

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- AGENT** of **ECLIPSE EVENT CENTER, 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? 33 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. AGENT FOR MERRILL & HOUSTON'S STEAK JOINT IN BELOIT, WI
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
FILING STATION BAR	1414 CRANSTON -BELOIT, WI	05/01/2009	05/31/2012
LIBERTY INN	1901LIBERTY AVE -BELOIT, WI	02/01/2007	03/31/2010

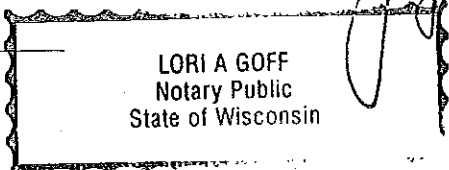
The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that 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 19 day of November, 2014
Lori A. Goff
(Clerk/Notary Public)

Jayme Braatz
(Signature of Named Individual)

My commission expires 6-5-16



SURRENDER OF LICENSE
Part II

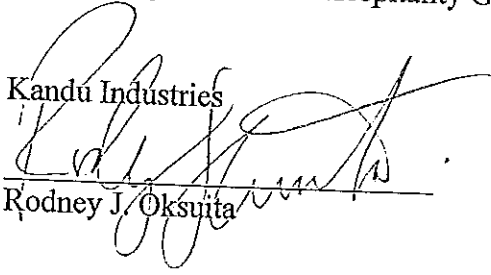
November 25, 2014

City of Beloit
100 State Street
Beloit, WI 53511

This is to notify you that I am the tenant of the building located at 600 Henry Avenue, Beloit, WI a/k/a the Eclipse Center.

Further, this letter is to document that said owner, Hendricks Commercial Properties, LLC, has control of the premises. I am surrendering my liquor license to the Eclipse Event Center, LLC, and they may apply for the necessary beer and/or liquor licenses for said location. The Eclipse Event Center, LLC is owned under indirect ownership of Hendricks Commercial Properties, LLC through Geronimo Hospitality Group, LLC.

Kandu Industries


Rodney J. Oksuta

**RESOLUTION APPROVING A CLASS "B" BEER
AND RESERVE "CLASS B" LIQUOR LICENSE FOR
LUCY'S #7 BURGER BAR, LLC**

WHEREAS, an application has been received for a Class "B" Beer and Reserve "Class B" Liquor License from Lucy's #7 Burger Bar, LLC, d/b/a Lucy's #7 Burger Bar, Emily Hopper, Agent, for the property located at 430 East Grand Avenue, Suite 102, Beloit, Wisconsin; and

WHEREAS, the Alcohol Beverage License Control Committee recommended approval of this Class "B" Beer and Reserve "Class B" Liquor License for the remainder of the 2014-2015 license year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit does hereby approve a Class "B" Beer and Reserve "Class B" Liquor License for Lucy's #7 Burger Bar, LLC, d/b/a Lucy's #7 Burger Bar, Emily Hooper, Agent, for the property located at 430 East Grand Avenue, Suite 102, Beloit, Wisconsin.

Dated this 15th day of December 2014.

Mark Spreitzer, City Council President

ATTEST:

Rebecca Houseman Le Mire, City Clerk



**ALCOHOL BEVERAGE LICENSE CONTROL COMMITTEE
RECOMMENDATION**

TO: Beloit City Council

FROM: Alcohol Beverage License Control Committee

DATE: December 9, 2014

SUBJECT: **Class "B" Beer and Reserve "Class B" Liquor License for
Lucy's #7 Burger Bar, LLC**

The Alcohol Beverage License Control Committee recommends the Beloit City Council approve the application of Lucy's #7 Burger Bar, LLC, Emily Hopper, Agent, 430 East Grand Avenue.

Motion carried 7-0

Rebecca Houseman LeMire
City Clerk

ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1 2014 ending June 30 2015

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

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

Applicant's Wisconsin Seller's Permit Number:	
Federal Employer Identification Number (FEIN):	
LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Wholesale beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$
<input checked="" type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>50 per 11-20-14</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): Lucy's # 7 Burger Bar, 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>Manager & CEO Diane M. Hendricks</u>	<u>One ABC Pkwy</u>	<u>Beloit, WI 53511</u>
Vice President/Member	<u>President & COO Robert Gerbitz</u>	<u>W325N7098 Clearwater</u>	<u>Merton WI</u>
Secretary/Member	<u>Secretary Carla Swain</u>	<u>630 Rice Dr.</u>	<u>Beloit WI 53511 53029</u>
Treasurer/Member			
Agent	<u>Emily Hopper</u>	<u>10836 West County Road K</u>	<u>Beloit, WI 53511</u>
Directors/Managers			

3. Trade Name Lucy's # 7 Burger Bar Business Phone Number 608-346-1507
 4. Address of Premises 430 Grand Ave Suite 102, Beloit 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 WI and date 11/6/14 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

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.) Restaurant

10. Legal description (omit if street address is given above): _____
 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? _____

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] Yes No
14. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 19 day of November, 2014
Ken A. V. Hertz
 (Clerk/Notary Public)
 My commission expires 6-5-16

LORI A GOFF Notary Public State of Wisconsin	_____ (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual) _____ (Officer of Corporation/Member/Manager of Limited Liability Company/Partner) _____ (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)
---	--

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>11-20-14</u>	Date reported to council/board	Date provisional license issued	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 Lucy's #7 Burger Bar, 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 Lucy's #7 Burger Bar
(trade name)

located at 430 Grand Ave, Suite 102 - Beloit, WI

appoints Emily Hopper
(name of appointed agent)

10836 West County Road K - Beloit, WI 53511
(home address of appointed agent)

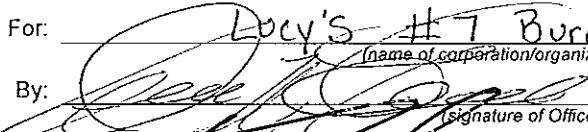
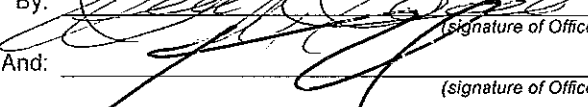
to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 24 years

Place of residence last year 10836 West County Road K - Beloit, WI

For: Lucy's #7 Burger Bar, LLC
(name of corporation/organization/limited liability company)
By:  - Diane M. Hendricks
(signature of Officer/Member/Manager)
And:  - Robert Gerbitz
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Emily Hopper, hereby accept this appointment as agent for the
(print/type agent's name)

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

Emily Hopper Nov. 14, 2014 Agent's age _____
(signature of agent) (date)
10836 West County Road K - 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)	
HENDRICKS		DIANE	M	
Home Address (street/route)	Post Office	City	State	Zip Code
ONE ABC PKWY		BELOIT	WI	53511
Home Phone Number	Age	Date of Birth	Place of Birth	
			MONDOVI, WI	

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- MANAGER AND CEO** of **LUCY'S #7 BURGER BAR, 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? 67 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? MANAGER FOR Yes No
If yes, identify. MERRILL & HOUSTON'S STEAK JOINT AND THE BELOIT CLUB-BOTH IN BELOIT
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
HENDRICKS HOLDING	690 THIRD ST STE 300-BELOIT, WI	2009	Present
Employer's Name	Employer's Address	Employed From	To
ABC SUPPLY CO., INC	ONE ABC PKWY-BELOIT, WI	1982	Present

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 19 day of November, 2014
Lori A. Goff
(Clerk/Notary Public)

My commission expires 6-5-16

[Signature]
(Signature of Married Individual)

LORI A GOFF
Notary Public
State of Wisconsin



AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
GERBITZ		ROBERT		J	
Home Address (street/route)		Post Office		City	
W325N7098 CLEARWATER DR,				MERTON	
Home Phone Number		Age		Date of Birth	
608-302-7288					
				State	
				WI	
				Zip Code	
				53029	
				Place of Birth	
				MILWAUKEE, WI	

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- PRESIDENT AND COO** of **LUCY'S # 7 BURGER BAR, 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? 45 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? PRESIDENT FOR Yes No
If yes, identify. MERRILL & HOUSTON'S STEAK JOINT AND THE BELOIT CLUB -BOTH IN BELOIT,
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
LANG INVESTMENTS	574 WELLS ST.-DELAFIELD, WI	1998	2008
Employer's Name	Employer's Address	Employed From	To
INTREPED DEVELOPMENT	OCONOMOWOCK, WI	1994	1998

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 19 day of November, 2014
Lori A. Goff
(Clerk/Notary Public)

My commission expires 6-5-16

Lori A. Goff
Notary Public
State of Wisconsin
(Signature of Named Individual)



AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)	(middle name)	
SWAIN		CARLA	ANN	
Home Address (street/route)	Post Office	City	State	Zip Code
630 RICE		BELOIT	WI	53511
Home Phone Number	Age	Date of Birth	Place of Birth	
			APPLETON, WI	

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- SECRETARY AND OFFICER** of **LUCY'S # 7 BURGER BAR, 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? 67 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? OFFICER FOR Yes No
If yes, identify. MERRILL & HOUSTON'S STEAK JOINT AND THE BELOIT CLUB -BOTH IN BELOIT,
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify.

(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
HENDRICKS HOLDING	690 THIRD ST. STE 300-BELOIT, WI	2009	Present
Employer's Name	Employer's Address	Employed From	To
ABC SUPPLY CO., INC.	ONE ABC PKWY-BELOIT, WI	1984	2009


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 19 day of November, 2014
Lori A Goff
(Clerk/Notary Public)

My commission expires 6-5-16

Carla Swain
(Signature of Named Individual)

LORI A GOFF
Notary Public
State of Wisconsin


 Printed on
Recycled Paper
Wisconsin Department of Revenue

**AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
HOPPER		EMILY			
Home Address (street/route)		Post Office		City	
10836 W COUNTY ROAD K				BELOIT	
Home Phone Number		Age		Date of Birth	
608-346-1507					
				State	
				WI	
				Zip Code	
				53511	
				Place of Birth	
				BELOIT, WI	

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- AGENT** of **LUCY'S #7 BURGER BAR, LLC**
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 24 YEARS
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. (Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
MERRILL & HOUSTON'S	500 PLEASANT -BELOIT, WI	01/01/2006	11/30/2014
GUN CLUB	-BELOIT, WI	01/01/2008	01/01/2011

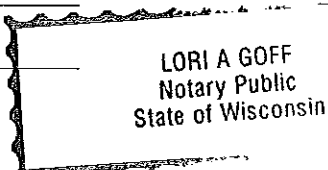
The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that 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 19 day of November, 2014
Ron A. V. Herb
(Clerk/Notary Public)

Emily J. Hopper
(Signature of Filled Individual)

My commission expires 6-5-16



**RESOLUTION
APPROVING A TWO-LOT CERTIFIED SURVEY MAP
FOR THE PROPERTIES LOCATED AT
1400 & 1524 FREDERICK STREET**

WHEREAS, Section 12.05(1)(c) of Chapter 12 of the Code of General Ordinances of the City of Beloit entitled “*Subdivision and Official Map Ordinance*” authorizes the City Council of the City of Beloit to approve, conditionally approve, or reject any minor subdivision of land within the City that involves the dedication of land to the public; and

WHEREAS, the attached two-lot Certified Survey Map for the properties located at 1400 & 1524 Frederick Street, containing 44.3 acres, more or less, is located within the jurisdiction of the City of Beloit and includes the dedication of public right-of-way; and

WHEREAS, the Plan Commission of the City of Beloit has heretofore recommended approval of the attached two-lot Certified Survey Map, along with the dedication of public right-of-way, which pertains to the following described land:

Part of Out-Lots 28-3 and 28-8 of the Assessor’s Plat of Beloit Township as Situated in Part of the S.E. ¼ of the N.E. ¼ and Part of the N.E. ¼ of the S.E. ¼ All in Section 28, T. 1 N., R. 12 E. of the 4th P.M., Now City of Beloit, Rock County, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Beloit does hereby approve the attached two-lot Certified Survey Map for the properties located at 1400 & 1524 Frederick Street, subject to the following conditions:

1. The School District of Beloit shall have sole ownership of Lot 1 before the CSM is recorded.
2. The final CSM shall include the half (33’) right-of-way dedications along Frederick Street and Master’s Street.
3. If at all possible, the final CSM shall be recorded with the Rock County Register of Deeds by December 31, 2014.

Adopted this 15th day of December, 2014.

BELOIT CITY COUNCIL

Mark Spreitzer, Council President

ATTEST:

Rebecca Houseman LeMire, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Certified Survey Map (CSM) for the properties located at 1400 & 1524 Frederick Street

Date: December 15, 2014

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

R.H. Batterman & Co., Inc. has submitted an Application for the Review of a Minor Subdivision and a 2-Lot Certified Survey Map (CSM) for the properties located at 1400 & 1524 Frederick Street. According to Section 12.05(1)(c) of the Subdivision Ordinance, the Plan Commission shall recommend to the City Council approval, conditional approval, or rejection of any minor subdivision of land within the City that involves the dedication of land to the public.

Key Issues:

- The intent of the proposed CSM is to convey the northernmost 5 acres of the agricultural parcel located at 1400 Frederick Street to the adjacent McNeel School parcel located at 1524 Frederick Street. The school district intends to rezone and to construct a new off-street parking lot on the 5 acres being transferred (sold).
 - Proposed Lot 1 includes the school campus and the 5 acres being purchased for a total of 28.1 acres. Proposed Lot 2 includes the remainder of the agricultural parcel, totaling 14.2 acres. Both proposed lots meet the minimum development standards for properties zoned PLI & R-1A, respectively.
 - The proposed CSM also reaffirms a 33-foot dedication of Frederick Street half right-of-way along the eastern boundary of the subject properties, as the title search showed inconsistencies regarding exactly when and how much land was dedicated for the construction of Frederick Street. The proposed CSM must be reviewed by the City Council because of the right-of-way dedication.
 - The City Engineer has reviewed the proposed CSM and has requested an additional dedication of the eastern 33 feet of Master's Street (unimproved) as public right-of-way to allow for future street connections. The City's other Review Agents did not submit any comments.
 - The application and proposed CSM are attached to this report. If the requested land division and rezoning are approved, the School District will be submitting detailed parking lot site plans for Planning staff review & approval.
 - The Plan Commission reviewed this item on December 3, 2014 and voted unanimously (7-0) to recommend approval of this CSM, subject to the three conditions recommended by the Planning & Building Services Division.
-

Consistency with Comprehensive Plan and Strategic Plan:

- The Comprehensive Plan recommends Institutional & Community Service uses for the McNeel School campus and Single-Family Residential – Urban land uses, including supportive institutional uses, for the 1400 parcel. This proposed land division is consistent with the Comprehensive Plan. 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
-

Action required/Recommendation:

- City Council consideration and action on the proposed Resolution
-

Fiscal Note/Budget Impact: N/A

Attachments: Resolution and Staff Report to the Plan Commission

CITY OF BELOIT

REPORT TO THE BELOIT CITY PLAN COMMISSION

Meeting Date: December 3, 2014

Agenda Item: 4

File Number: CSM-2014-08

Applicant: R.H. Batterman & Co., Inc.

Owner: James Williams (1400) and School District of Beloit (1524)

Location: 1400 & 1524 Frederick Street

Existing Zoning: R-1A, Single-Family Residential District (1400) & PLI, Public Lands & Institutions District (1524)

Existing Land Use: Agricultural (1400) & School (1524)

Total CSM Area: 44.3 Acres

Request Overview/Background Information:

R.H. Batterman & Co., Inc. has submitted an Application for the Review of a Minor Subdivision and a 2-Lot Certified Survey Map (CSM) for the properties located at 1400 & 1524 Frederick Street. According to Section 12.05(1)(c) of the Subdivision Ordinance, the Plan Commission shall recommend to the City Council approval, conditional approval, or rejection of any minor subdivision of land within the City that involves the dedication of land to the public.

Key Issues:

- The intent of the proposed CSM is to convey the northernmost 5 acres of the agricultural parcel located at 1400 Frederick Street to the adjacent McNeel School parcel located at 1524 Frederick Street. The school district intends to rezone and to construct a new off-street parking lot on the 5 acres being transferred (sold).
- Proposed Lot 1 includes the school campus and the 5 acres being purchased for a total of 28.1 acres. Proposed Lot 2 includes the remainder of the agricultural parcel, totaling 14.2 acres.
- The proposed CSM also reaffirms a 33-foot dedication of Frederick Street half right-of-way along the eastern boundary of the subject properties, as the title search showed inconsistencies regarding exactly when and how much land was dedicated for the construction of Frederick Street. The proposed CSM must be reviewed by the City Council because of the right-of-way dedication.
- Both proposed lots meet the minimum development standards for properties zoned R-1A & PLI, respectively.
- The City Engineer has reviewed the proposed CSM and has requested an additional dedication of the eastern 33 feet of Master's Street (unimproved) as public right-of-way to allow for future street connections. The City's other Review Agents did not submit any comments.
- The application and proposed CSM are attached to this report. If the requested land division and rezoning are approved, the School District will be submitting detailed parking lot site plans for Planning staff review & approval.

Consistency with Comprehensive Plan and Strategic Plan:

The Comprehensive Plan recommends Institutional & Community Service uses for the McNeel School campus and Single-Family Residential – Urban land uses, including supportive institutional uses, for the 1400 parcel. This proposed land division is consistent with the Comprehensive Plan. 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:

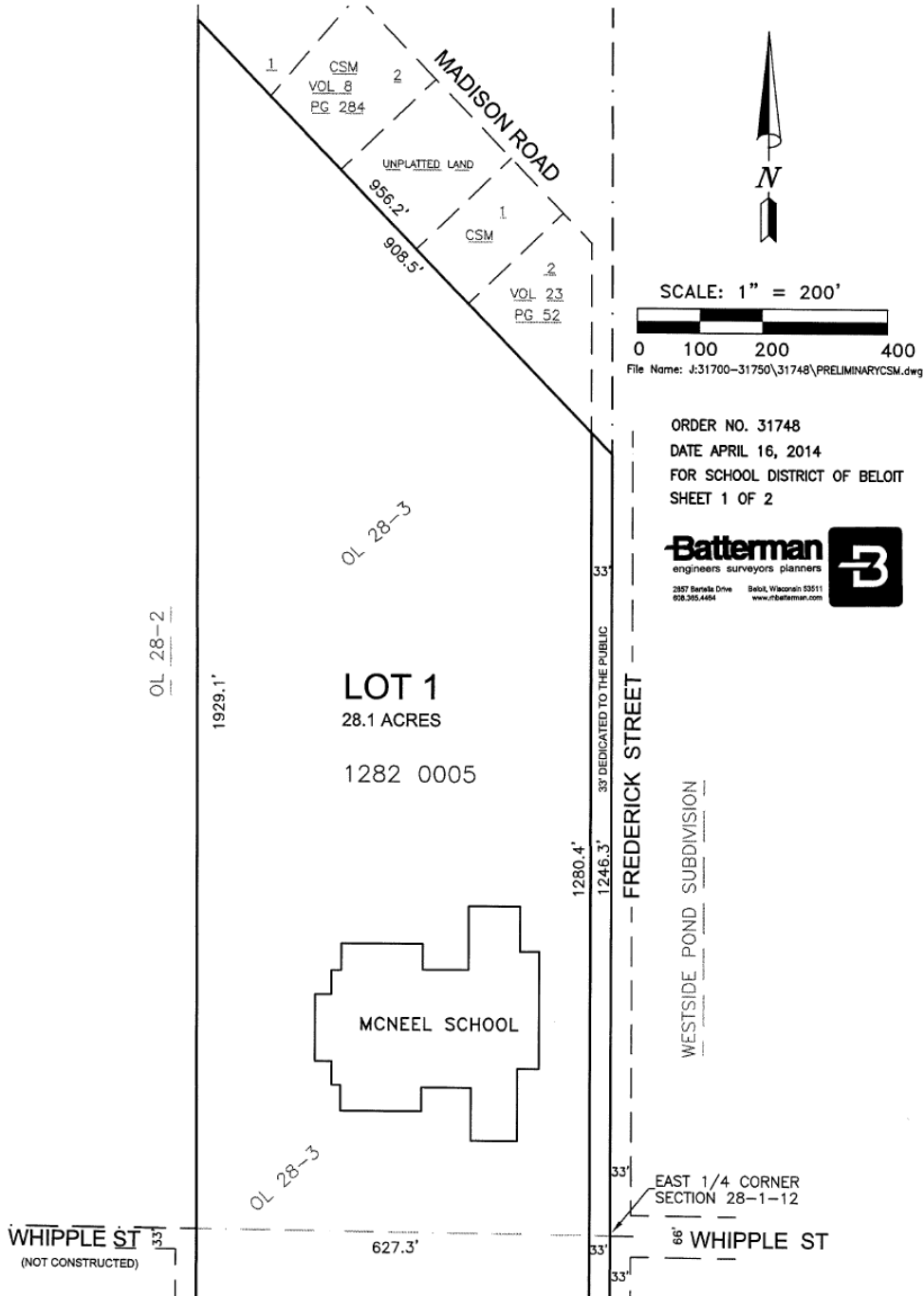
The Planning & Building Services Division recommends **approval** of the attached 2-Lot Certified Survey Map (CSM) for the properties located at 1400 & 1524 Frederick Street, subject to the following conditions:

1. The School District of Beloit shall have sole ownership of Lot 1 before the CSM is recorded.
2. The final CSM shall include the half (33') right-of-way dedications along Frederick Street and Master's Street.
3. If at all possible, the final CSM shall be recorded with the Rock County Register of Deeds by December 31, 2014.

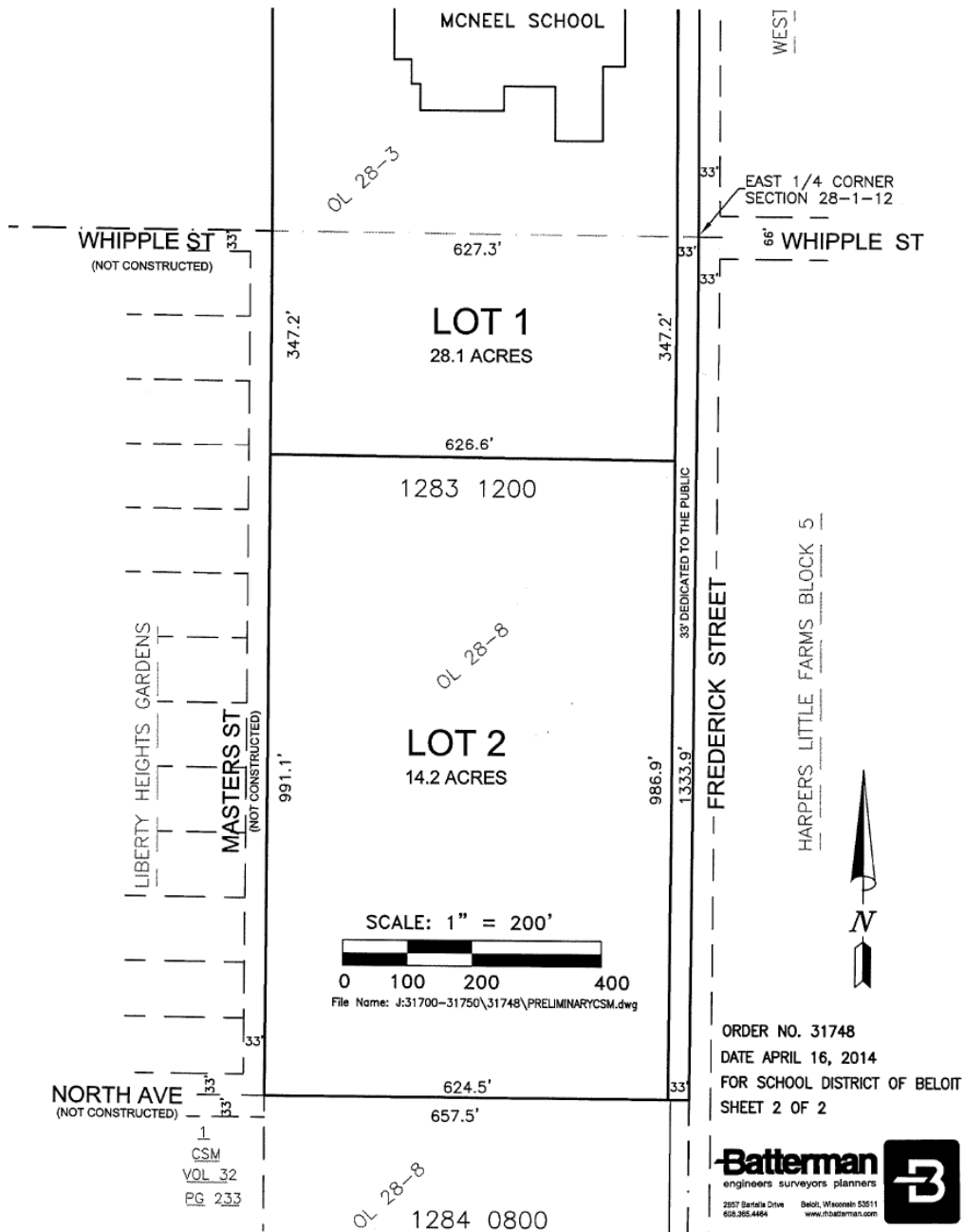
Fiscal Note/Budget Impact: N/A

Attachments: CSM and Application.

PRELIMINARY CERTIFIED SURVEY MAP OF
 PART OF OUT-LOTS 28-3 AND 28-8 OF THE ASSESSOR'S PLAT
 OF BELOIT TOWNSHIP AS SITUATED IN PART OF THE
 S.E. 1/4 OF THE N.E. 1/4 AND PART OF THE
 N.E. 1/4 OF THE S.E. 1/4 ALL IN SECTION 28, T. 1 N., R. 12 E.
 OF THE 4TH P.M., NOW CITY OF BELOIT, ROCK COUNTY, WISCONSIN



PRELIMINARY CERTIFIED SURVEY MAP OF
 PART OF OUT-LOTS 28-3 AND 28-8 OF THE ASSESSOR'S PLAT
 OF BELOIT TOWNSHIP AS SITUATED IN PART OF THE
 S.E. 1/4 OF THE N.E. 1/4 AND PART OF THE
 N.E. 1/4 OF THE S.E. 1/4 ALL IN SECTION 28, T. 1 N., R. 12 E.
 OF THE 4TH P.M., NOW CITY OF BELOIT, ROCK COUNTY, WISCONSIN



City of Beloit

Neighborhood Planning Division

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

Application for Review of a Minor Subdivision

(Please Type or Print)

File Number: CSM-2014-08

1. Address of property: 1400 & 1524 FREDERICK STREET
2. Tax Parcel Number(s): 12831200 & 12820005
3. Property is located in (circle one): City of Beloit or Town of: Turtle; Beloit; Rock or LaPrairie
In the NE Quarter of Section 28, Township 1 North, Range 12 East of the 4th P.M.
4. Owner of Record: SCHOOL DISTRICT/ JAMES WILLIAMS Phone: 361-4011
1633 KEELER AVE Beloit WI 53511
(Address) (City) (State) (Zip)
5. Surveyor's name: RH Batterman & Co., Inc. Phone: 365-4464
2857 Bartells Drive Beloit WI 53511
(Address) (City) (State) (Zip)
6. Number of new lots proposed with this land division is 2 lot(s).
7. Total area of land included in this map: 44.3 ACRES
8. Total area of land remaining in parent parcel: NA
9. Is there a proposed dedication of any land to the City of Beloit? YES
10. The present zoning classification of this property is: PLI & RIA
11. Is the proposed use permitted in this zoning district: Yes
12. **THE FOLLOWING ITEMS MAY NEED TO BE COMPLETED AND/OR ATTACHED:**
 - Site Assessment Checklist;** is required if the total area of CSM is over 5 acres.
 - Pre-application meeting;** pre-application meeting was held on APRIL 10, 2014 with City of Beloit Staff.
 - Developer's Statement;** as required by section 12.02(7) of the Subdivision Ordinance.
 - Phase One Environmental Assessment;** as per section 12.05(1)(c) of the Subdivision Ordinance.
 - Certified Survey Map;** one copy as required by section 12.05(1) of the Subdivision Ordinance.

The applicant's signature below indicates the information contained in this application and on all accompanying documents is true and correct. The undersigned does hereby respectfully make application for and petition the City Plan Commission or City Council for approval of this Certified Survey Map for the purpose stated herein. The undersigned also agrees to abide by all applicable federal, state and local laws, rules, and regulations.

[Signature] / RH BATTERMAN / 4/16/14
(Signature of applicant) (Name of applicant) (Date)

This application must be submitted at least 21 days prior to the Plan Commission meeting date.

Review fee: <u>\$150 plus \$10 per lot</u>	Amount Paid: <u>\$170.⁰⁰</u>
Scheduled meeting date: <u>May 21, 2014</u>	
Application accepted by: <u>[Signature]</u>	Date: <u>4/23/14</u>

ORDINANCE NO. _____

**SUBSTITUTE AMENDMENT #1
AN ORDINANCE TO ADD NO-PARKING
REGULATIONS ON LOVELL AVENUE**

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

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

Lovell Avenue – Cranston Road to ~~Holmes Street~~ Carlyle Road – BOTH SIDES

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

Adopted this 15th day of December 2014.

BELOIT CITY COUNCIL:

By: _____
Mark Spreitzer, Council President

ATTEST:

Rebecca Houseman LeMire, City Clerk

Published this _____ day of _____, 2014

Effective this _____ day of _____, 2014

01-611100-5231-_____

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: An amended Ordinance to remove Parking along Lovell Avenue between Cranston Road and Carlyle Avenue.

Date: December 15, 2014

Presenter(s) Greg Boysen, Public Works Director

Department(s): Public Works/Engineering

Overview/Background Information:

The City of Beloit has been working with the School District of Beloit regarding traffic issues near Robinson School since the reconstruction of the building over a year ago. The issue of removing parking along Lovell was discussed during the September 22, 2014 Traffic Review Committee meeting and temporary No-Parking signs were installed while the residents along the street were contacted regarding the change.

Key Issues (maximum of 5):

1. The Traffic Review Committee reviewed the issue during the October 27, 2014 meeting and the Committee voted (5-0) in favor of removing the parking along both sides of Lovell Avenue between Cranston and Holmes.
2. During the December 1, 2014 City Council meeting, the Council received a request to extend the No-Parking regulations another block to the south (to Carlyle Avenue). The Council voted (6-0) in favor of amending the ordinance and laying over the action until the December 15th meeting.
3. City staff has sent out letters to the owner/residents that would be affected by this change and informed them of the opportunity to make their views known before the Council takes action on the amended ordinance. Due to the timing of the meetings, a report of the citizen's comments (if any) will be made by Mr. Boysen at the December 15th Council meeting.
4. Robinson School was re-built as part of the approved \$70 million referendum. As part of the reconstruction, a driveway was added to the west side of the building and the existing traffic signals were removed. Also, an expansion of the east side parking lot, including a pick-up/drop-off zone was added. The crossing guard was moved to the intersection of Cranston/Robinson and new sidewalk ramps, crosswalk markings, and flashing crosswalk signs have been installed.
5. The School District has expressed concern for the safety of the pedestrians crossing Cranston Road. City staff has observed parents parking along Lovell Avenue and crossing Cranston Road with their kids instead of utilizing the crossing guard location or the parking lot with the pick-up/drop-off lane.
6. The Police Department has increased enforcement in the area. Also, the Engineering Division, Police Department, and School District worked together to prepare a press release to inform the motoring public of the traffic laws/safety in school zones. The Engineering Division has asked the school to review their policies related to the location kids enter/exit the building and the use of the pick-up/drop-off lane in an effort to maximize the potential of these new features.
7. The removal of the parking along Lovell will encourage parents who are travelling to school to pick-up/drop-off children to either use the crosswalk (w/crossing guard) or the pick-up/drop-off lane in the parking lot.

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

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

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

- Reduce dependence upon fossil fuels

N/A

- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**

N/A

- **Reduce dependence on activities that harm life sustaining eco-systems**

N/A

- **Meet the hierarchy of present and future human needs fairly and efficiently**

N/A

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

Action required/Recommendation:

The Engineering Division recommends removing the parking on both sides of Lovell Avenue between Cranston Road and Carlyle Avenue.

Fiscal Note/Budget Impact:

City staff will be responsible for the purchase and installation of the new signage.

December 15, 2014

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

The undersigned Mark Spreitzer, duly elected President of the Beloit City Council, subject to confirmation by the Beloit City Council, does hereby appoint the following citizen members to the vacancies and terms indicated below, said appointments being pursuant to nominations made and approved by the Appointment Review Committee at the regular meeting held December 8, 2014:

Mark Spreitzer, President
Beloit City Council

Appointments

Board of Ethics

Incumbent **Debra Blazer** for a term ending December 31, 2017

Business Improvement District (Downtown Beloit Association)

Incumbent **Betsy Schmiechen** (Property Owner) to a term ending December 31, 2017

Incumbent **Douglas Kelley** (Owner Occupant) to a term ending December 31, 2017

Incumbent **Peter Fronk** (Non-owner Occupant) to a term ending December 31, 2017

Incumbent **Renee Kellogg** (Owner Occupant) to a term ending December 31, 2107

Municipal Golf Committee

Incumbent **Noah Scharmer** (Youth) to a term ending December 31, 2015

Police and Fire Commission

Mardell Jacobsen, 1442 Grant St. (replacing Gary Gard) for a term ending April 30, 2015

PLEASE ANNOUNCE THE FOLLOWING VACANCIES

Alcohol Beverage License Control Committee (1 vacancy for resident)

Appointment Review Committee (1 vacancy for resident)

Board of Appeals (1 vacancy [2nd Alternate] for resident)

Board of Ethics (1 vacancy for former City Councilor, 3 vacancies for residents)

Board of Review (1 vacancy for resident; 2 vacancies [Alternate] for residents)

Community Development Authority (1 vacancy for Public Housing resident)

Equal Opportunities Commission (2 vacancies for residents)

Municipal Golf Committee (1 vacancy for resident)

Park, Recreation & Conservation Advisory Commission (1 vacancy for resident; 1 vacancy for Youth Representative)

Traffic Review Committee (3 vacancies for residents)

**RESOLUTION AUTHORIZING THE SALE OF 106 BLUFF STREET
TO JOHN AND PAULINE WERGIN**

The City Council of the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached offer to purchase from John and Pauline Wergin, dated October 17, 2014, to purchase the property at 106 Bluff Street from the City of Beloit be, and is hereby, accepted, subject to the terms in the City's Counter-Offer #1.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute the offer to purchase, subject to the City's Counter-Offer #1, on behalf of the City of Beloit.

BE IT FURTHER RESOLVED that the City Manager be, and is hereby, authorized to execute any other documents necessary to carry out the terms and conditions of the contract.

Adopted this 15th day of December, 2014.

City Council of the City of Beloit

Mark Spreitzer, President

Attest:

Rebecca Houseman LeMire, City Clerk

tdh\resolution\106 Bluff Street =res=20141206 (14-1225)

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Sale of the vacant lot located at 106 Bluff Street

Date: December 15, 2014

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

106 Bluff is a City-owned vacant lot at the northwest corner of Bluff Street and Shirland Avenue. The City declared this lot as surplus in 2003 and has a desire to sell the lot. City staff recently received two separate offers to purchase 106 Bluff Street.

Key Issues (maximum of 5):

1. 106 Bluff Street is 0.785 acres (34,194 square feet) in size. The City Assessor's office estimates the assessed value of the land to be \$19,100. A map of the property is attached.
2. On April 21, 2003, Beloit City Council approved a resolution which declared a variety of lots surplus and available for sale by the City, including 106 Bluff Street (see attached resolution). The resolution authorized the City Manager to sell the lots for 75% or more of the assessed value. However, if the purchase offer is less than 75% of the assessed value, the sale must be approved by City Council. The resolution also required all sales to be contingent upon the buyer agreeing to construct a market rate home within one year from the purchase date or return the lot to the City. 75 percent of the assessed value is \$14,325. Eight of the ten lots declared surplus have been sold. Four of these lots were sold for less than 75 percent of the assessed value, and three of these lots were sold to adjacent property owners who did not construct a house on the property. Four lots were sold to a developer who intended to build on the lots but then never followed through with the development. A house was constructed on only one of the eight lots which were sold. City Council approved the sale of all eight lots.
3. On October 17, John and Pauline Wergin submitted an Offer to Purchase 106 Bluff Street. Mrs. Wergin has told City staff that she is buying it for her son, John Wergin, to build a house on. The offer is for \$500, and City staff is holding a personal check made out for \$50 for an earnest payment. The purchase price is well below 75 percent of assessed value. However, this buyer would meet the requirement of constructing a house on the property.
4. On December 1, the City Attorney prepared a counter offer with the following conditions:
 - This offer is conditioned upon the Buyer constructing a single-family residential building in keeping with the character of the neighborhood and in compliance with all municipal ordinances, including but not limited to, all zoning and planning ordinances. Such building shall have an assessed value (land and improvements) of not less than \$75,000.
 - Buyer to pay for all closing costs.
 - Buyer shall notify Seller of the acceptance of this Counter-Offer by delivering the signed copy of the Counter-offer to the City Attorney by 5:00 p.m. on December 5, 2014.
 - Buyer shall grant to Seller a right of first refusal to purchase the property. Seller may execute its right of first refusal if (a) Buyer lists the property for sale without having first constructed a residential building on the property listed for sale; or (b) Buyer fails to build a residential building on the lot, as contemplated by this Counter-Offer, within 18 months of closing.
 - If Seller exercises its right of first refusal, the purchase price shall be \$500.
 - This transaction shall close no later than January 31, 2015.
5. On December 4, the signed counter-offer was delivered to the City Attorney's office (see attached counter-offer).

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. By selling this land to either buyer, the local area will see some sort of revitalization and/or new development.

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** – This sale will put the property back on the tax rolls and would reduce City expenses because we would no longer have to mow the lot or shovel the sidewalks. This offer will also generate additional tax revenue when a house is constructed on the lot.

Action required/Recommendation:

Staff recommends that the City Council approve the resolution accepting this offer.

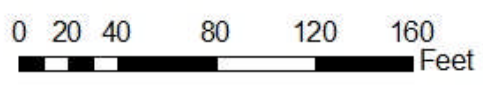
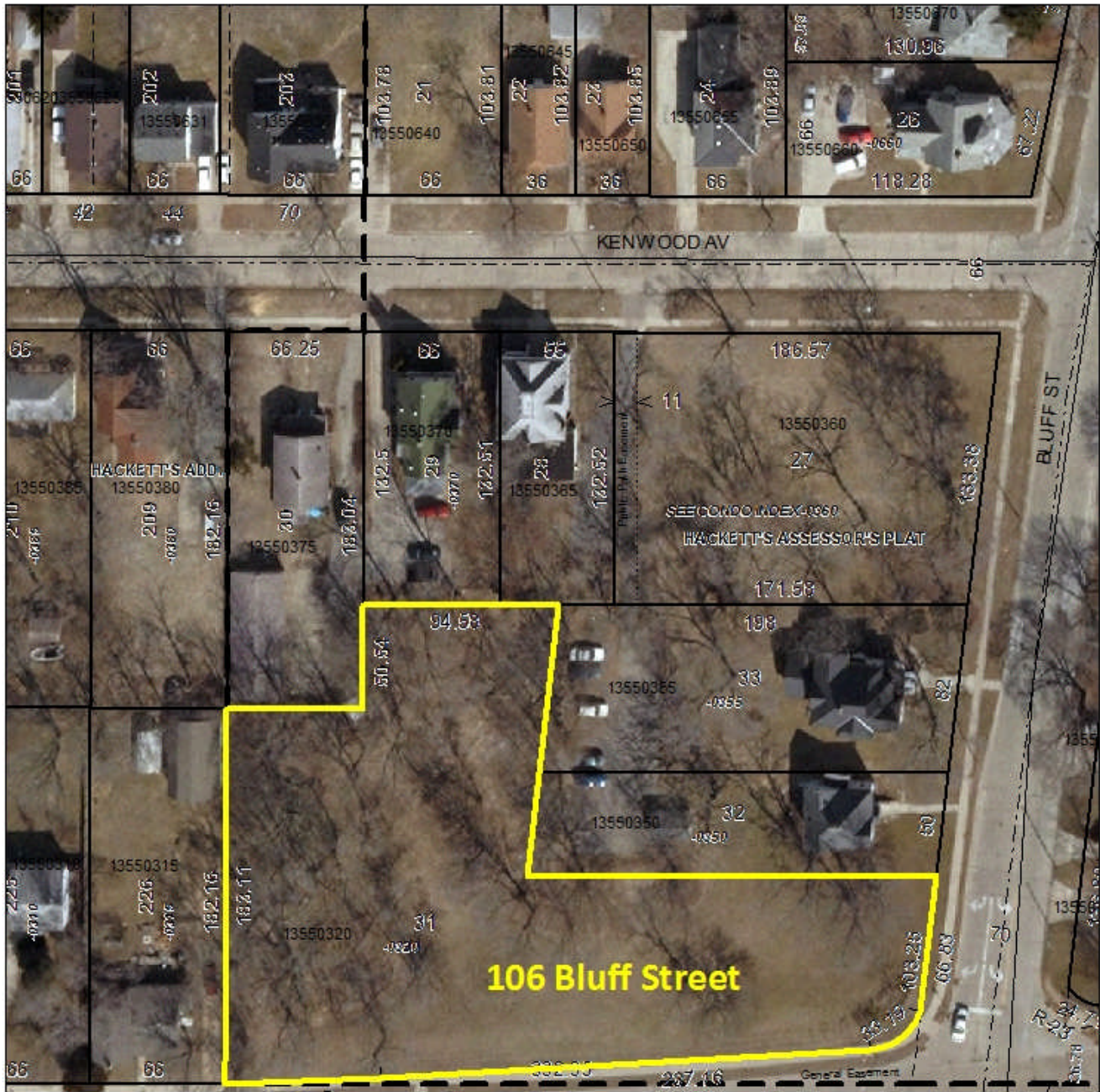
Fiscal Note/Budget Impact:

The sale of this lot would generate additional tax revenue, as the property is currently tax-exempt. The sale of this lot will also decrease City expenses, as we are currently mowing this lot and shoveling the sidewalks.

Attachments:

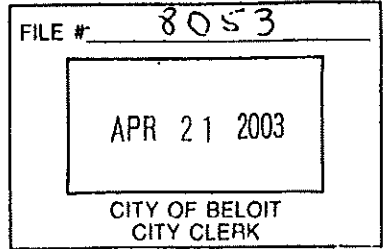
Location Map; 2003 Resolution; Offer to Purchase and Extension; and Signed Counter-Offer

Location Map



Map prepared by: Julie Christensen
Date: December 5, 2014
For: City of Beloit Community Development
Date of Aerial Photography: 2011

COMMUNITY DEVELOPMENT DEPT



**RESOLUTION DECLARING CERTAIN CITY-OWNED REAL ESTATE
AS SURPLUS REAL ESTATE AND AUTHORIZING
THE CITY MANAGER TO DISPOSE OF THEM**

WHEREAS, the City Council of the City of Beloit, Rock County, Wisconsin has considered to offer for sale or retain certain City-owned surplus real estate located in the City of Beloit, Rock County, Wisconsin; and deems such proposal to be in the public interest and a proper matter for consideration by the City Council, as provided by Wisconsin Statutes; and

WHEREAS, the City Council of the City of Beloit has received recommendations on the disposal of certain surplus real estate; and there are no known restrictions on the use of these properties other than the municipal zoning ordinance; and

WHEREAS, the City Council of the City of Beloit wishes to improve the city's bond rating and financial condition by returning surplus real estate to the tax rolls as developed parcels; and

WHEREAS, new market-rate residential construction has a beneficial effect on the city's bond rating and financial condition.


NOW, THEREFORE, IT IS RESOLVED THAT 106 Bluff Street, 731 Crist Road, 737 Crist Road, 732 Newark Road, 738 Newark Road, 1316 Dewey Avenue, 1332 Dewey Avenue, 503 Highland Avenue, 224 Merrill Avenue, and 1117 Wisconsin Avenue are declared surplus real estate and shall be disposed of by a process as provided in the Disposal of Surplus Real Estate policy adopted September 16, 1996 and amended August 19, 2002.

BE IT FURTHER RESOLVED THAT the City Manager shall be authorized to sell these lots for 75% or more of the assessed value. Any purchase offer that is less than 75% of the assessed value must be approved by City Council. Also all sales must be contingent upon the buyer agreeing to construct a market rate home, preferably for owner occupancy, compatible with the design of the neighborhood and zoning ordinance within one year from purchase date or return the lot to the City.

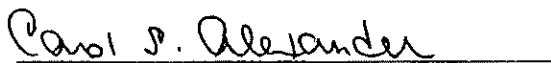
BE IT FURTHER RESOLVED THAT the City Manager shall establish which marketing and or disposal methods shall be used, including open or targeted solicitation. The City Manager is also authorized to enter into a sales agreement with the successful purchaser and execute any other documents necessary to complete the sale and development of this property.

Adopted this 21ST day of April, 2003.

BELOIT CITY COUNCIL


Terrence T. Monahan, President

ATTEST:


Carol S. Alexander, CMC, City Clerk

WB-13 VACANT LAND OFFER TO PURCHASE

1 **BROKER DRAFTING THIS OFFER ON** 10-17-14 **[DATE] IS** ~~(AGENT OF SELLER)~~ **(AGENT OF BUYER) (DATE)** ~~(AGENT)~~ **[STRIKE TWO]**
2 **[GENERAL PROVISIONS]** The Buyer, John W. Wergin,
3 offers to purchase the Property known as [Street Address] 106 Bluff Street, Parcel # 1355-0320
4 in the city of Beloit, County of Rock,
5 Wisconsin. (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:
6 ■ **PURCHASE PRICE:** five Hundred dollars Dollars (\$ 500.00).
7
8 ■ **EARNEST MONEY** of \$ 50.00 accompanies this Offer and earnest money of \$
9 will be paid within days of acceptance.
10 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of
12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,
13 and the following additional items:
14 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** _____
15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part
16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden
18 bulbs; plants; shrubs and trees. **CAUTION:** Annual crops are not included in the purchase price unless otherwise agreed at line 13.
19 ■ **ZONING:** Seller represents that the Property is zoned R-1B.
20 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on
21 separate but identical copies of the Offer. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider**
22 **whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.**
23 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or
24 before 11/30/2014. **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
25 **[DELIVERY OF DOCUMENTS AND WRITTEN NOTICES]** Unless otherwise stated in this Offer, delivery of documents and written notices
26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.
27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with
28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),
29 for delivery to the Party's delivery address at lines 31 or 33.
30 Seller's recipient for delivery (optional): Attn: Scott Schneider
31 Seller's delivery address: 2400 Springbrook Ct, Beloit, WI 53511
32 Buyer's recipient for delivery (optional): John W. Wergin
33 Buyer's delivery address: P.O. Box 1261, Beloit, WI 53511
34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.
35 (3) By fax transmission of the document or written notice to the following telephone number:
36 Buyer: (_____) Seller: (_____)
37 **[OCCUPANCY]** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines
38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. **Caution: Consider an agreement**
39 **which addresses responsibility for clearing the Property of personal property and debris, if applicable.**
40 **[LEASED PROPERTY]** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said
41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **[STRIKE ONE]**
42 lease(s), if any, are _____
43 **[PLACE OF CLOSING]** This transaction is to be closed at the place designated by Buyer's mortgagee or Brabazon Title Co., Beloit WI
44 _____ no later than 12/31/2014, unless another date or place is agreed to in writing.
45 **[CLOSING PRORATIONS]** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,
46 property owner's association assessments, fuel and _____
47 _____. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.
48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on
49 the net general real estate taxes for the preceding year) (_____). **[STRIKE AND COMPLETE AS APPLICABLE]**
50 _____
51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**
52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**
53 **[PROPERTY CONDITION PROVISIONS]**
54 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice
55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition
56 Report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer
57 by reference **[COMPLETE DATE OR STRIKE AS APPLICABLE]** and _____
58 **[INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT]**

59 A "condition affecting the Property or transaction" is defined as follows:

- 60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
- 61 or the present use of the Property;
- 62 (b) completed or pending reassessment of the Property for property tax purposes;
- 63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
- 64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;
- 65 (e) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal laws;
- 66 (f) conditions constituting a significant health or safety hazard for occupants of Property;
- 67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to
- 68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**
- 69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
- 70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation
- 73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;
- 74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal
- 75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
- 76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
- 77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;
- 78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited
- 79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or
- 80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
- 81 (o) a lack of legal vehicular access to the Property from public roads;
- 82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)
- 83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or
- 84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures,
- 86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other
- 87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**
- 88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**
- 89 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT; WARNING:** If Buyer contemplates developing Property for a use other than the
- 90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning
- 91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should
- 92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special
- 93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need
- 94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies
- 95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in
- 96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed
- 97 in these contingencies.
- 98 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections
- 99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection
- 100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original
- 101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation
- 102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,
- 103 which are hereby authorized.
- 104 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
- 105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory
- 106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or
- 107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose
- 108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of
- 109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests
- 110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.
- 111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall
- 112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for
- 113 changes approved by Buyer.
- 114 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or
- 115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior
- 116 to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair
- 117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall
- 118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this
- 119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards
- 120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a
- 121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.
- 122 ■ **FENCES** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal
- 123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**
- 124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**
- 125 ■ **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated
- 126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered
- 127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt
- 128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving
- 129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.
- 130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).**
- 131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies
- 132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 PROPERTY ADDRESS: 106 Bluff Street, Parcel # 1355-0320 [page 3 of 5, WB-13]

134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)

135 date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except:

136 _____ . If "Time is of the Essence" applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148 **N/A FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____
149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____ . Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

158 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
159 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ % . The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ % . Monthly payments of principal and interest may be adjusted to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan commitment at line 149. **Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES** Beloit City Council must approve this offer before it can be considered binding

180 _____
181 _____
182 _____
183 _____
184 _____
185 _____
186 _____
187 _____

188 **ADDENDA:** The attached _____ is/are made part of this Offer.

189 **TITLE EVIDENCE**
190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing and _____

194 _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 ■ **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

200 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence
201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business
202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be
203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**
205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**
206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

207 ■ **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by
208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended
211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does
212 not extinguish Seller's obligations to give merchantable title to Buyer.

213 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be
214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**
215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-
216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,
217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street
218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

219 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
220 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of
221 the Parties to this Offer and their successors in interest.

222 **DEFAULT**

223 Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or
225 other legal remedies.

226 If Buyer defaults, Seller may:

- 227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return
229 the earnest money and have the option to sue for actual damages.

230 If Seller defaults, Buyer may:

- 231 (1) sue for specific performance; or
- 232 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

233 In addition, the Parties may seek any other remedies available in law or equity.

234 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
235 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of
236 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes
237 covered by the arbitration agreement.

238 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**
239 **THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT**
240 **ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR**
241 **HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

242 **EARNEST MONEY**

243 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent
244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**
246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

247 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance
248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest
249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer
251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has
252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by
253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the
254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.
255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the
256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

257 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)
259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's
260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
261 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.
262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties
263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or
264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**
265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**
266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**
267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

268 PROPERTY ADDRESS: 106 Bluff Street, Parcel # 1355-0320

[page 5 of 5, WB-13]

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271 PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of:

272 _____ This Offer is contingent upon Buyer obtaining the following:

273 Written evidence at (Buyer's) (Seller's) [STRIKE ONE] expense from a qualified soils expert that the Property is free of any subsoil
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275 Written evidence at (Buyer's) (Seller's) [STRIKE ONE] expense from a certified soils tester or other qualified expert that indicates that
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private
277 septic system for: _____ [insert proposed use of Property; e.g., three

278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281 Copies at (Buyer's) (Seller's) [STRIKE ONE] expense of all public and private easements, covenants and restrictions affecting the
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
283 the costs of the proposed use or development identified at lines 271 to 272.

284 Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance
285 of such permits, approvals and licenses at (Buyer's) (Seller's) [STRIKE ONE] expense for the following items related to the proposed
286 development _____

287 Written evidence at (Buyer's) (Seller's) [STRIKE ONE] expense that the following utility connections are located as follows (e.g.,
288 on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer
289 _____; water _____; telephone _____; other _____

290 This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
292 specific item included in Buyer's notice cannot be satisfied.

293 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) [STRIKE ONE] a map of the Property prepared
294 by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) [STRIKE ONE] expense. The map shall identify the legal
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
296 if any, and:

297 _____ [STRIKE AND COMPLETE AS APPLICABLE] Additional map features

298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying
299 dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost**
300 **and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304 INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at
305 Buyer's expense, of the Property and _____

306 _____ which discloses no defects as defined below. This contingency shall be deemed satisfied
307 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's

308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and
309 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**

310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on 10-17-14 (date) by [Licensee and Firm] Buyer

316 (X) Pauline Wergin Pauline Wergin _____ 10-17-14
317 Buyer's Signature ▲ Print Name Here: _____ Date ▲

318 (X) John Wergin John Wergin _____ 10-17-14
319 Buyer's Signature ▲ Print Name Here: _____ Social Security No. or FEIN ▲ Date ▲

320 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)

321 _____ Broker (By)

322 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND
323 THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH
324 HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

325 (X) _____
326 Seller's Signature ▲ Print Name Here: _____ Social Security No. or FEIN ▲ Date ▲

327 (X) _____
328 Seller's Signature ▲ Print Name Here: _____ Social Security No. or FEIN ▲ Date ▲

329 This Offer was presented to Seller by _____ on _____, _____, at _____ a.m./p.m.

330 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter] _____
331 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

WB-40 AMENDMENT TO OFFER TO PURCHASE

Caution: Use A WB-40 Amendment If Both Parties Will Be Agreeing To Modify The Terms Of The Offer.
Use A WB-41 Notice If A Party Is Giving A Notice Which Does Not Require The Other Party's Agreement.

1 Buyer and Seller agree to amend the Offer dated 10/17, 14, and accepted N/A, for
2 the purchase and sale of real estate at 106 BLUEFF ST, BELLOIT, WI
3 PARCEL # 1355-0320 as follows:
4 Closing date is changed from _____, _____, to _____, _____.
5 Purchase price is changed from \$ _____ to \$ _____.
6 Occupancy date is changed from _____, _____ to _____, _____.
7 Occupancy charge is changed from \$ _____ to \$ _____.
8 Other: LINE 24 BINDING ACCEPTANCE DATE TO BE CHANGED
9
10 FROM 11/30/2014 TO 12/5/2014
11
12
13
14
15
16
17
18
19
20
21
22

23 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.
24 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the
25 Party offering the Amendment on or before 11/20/2014 (Time is of the Essence).
26 Delivery of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless
27 otherwise provided in this Amendment.
28 NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and
29 delivery as provided at lines 24-27.

30 This Amendment was drafted by SCOTT SCHNEIDER FOR CITY OF BELLOIT 11/7/2014
31 Licensee and Firm Date

32 This Amendment was delivered by _____ on _____
33 Licensee and Firm Date

34 This Amendment was presented by _____ on _____
35 Licensee and Firm Date

36 (x) Pauline Wergin 11-12-14
37 Buyer's Signature Date
38 Print name Pauline Wergin

(x) _____
Seller's Signature Date
Print name

39 (x) J Wergin 11-12-14
40 Buyer's Signature Date
41 Print name John Wergin

(x) _____
Seller's Signature Date
Print name

42 This Amendment was rejected by _____ on _____
43 Party Name Date

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 10/17/2014 and signed by Buyer John W. Wergin and Pauline Wergin,
2 for purchase of real estate at 106 Bluff Street
3 is rejected and the following Counter-Offer is hereby made. **All terms and conditions remain the same as stated in the**
4 **Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in**
5 **any other Counter-Offer unless incorporated by reference.]**
6 **1. The offer is conditioned upon the Buyer constructing a single-family residential building in keeping with the character of the neighborhood and in**
7 **compliance with all municipal ordinances, including but not limited to, all zoning and planning ordinances. Such building shall have an assessed value**
8 **(land and improvements) of not less than \$75,000.**
9 **2. Buyer to pay for all closing costs and fees.**
10 **3. Buyer shall notify Seller of the acceptance of this Counter-Offer by delivering a signed copy of the Counter-Offer to the City Attorney, 100 State Street**
11 **Beloit, WI 53511 by 5:00 p.m. on December 5, 2014.**
12 **4. Buyer shall grant to Seller a right of first refusal to purchase the property. Seller may execute its right of first refusal if: (a) Buyer lists the property**
13 **for sale without having first constructed a residential building on the property listed for sale; or (b) Buyer fails to build a residential building on the lot,**
14 **as contemplated by this Counter-Offer, within 18 months of closing.**
15 **5. If Seller exercises its right of first refusal, the purchase price shall be \$500.**
16 **6. This transaction shall close no later than January 31, 2015.**

30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
31 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
32 making the Counter-Offer on or before 5:00 p.m. on December 5, 2014 (Time is of the
33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless
34 otherwise provided in this Counter-Offer.
35 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**
36 **provided at lines 31 to 34.**

37 This Counter-Offer was drafted by Elizabeth A. Krueger, City Attorney on December 1, 2014
38 Licensee and Firm ▲ Date ▲

40 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲
41 Print name▶ City of Beloit by Larry N. Arft, City Manager Print name▶

43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
44 Print name▶ Print name▶

45 This Counter-Offer was presented by Scott Schneider, Project Engineer, City of Beloit on _____
46 Licensee and Firm ▲ Date ▲

47 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____
48 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
49 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer**
50 **by specifying the number of the provision or the lines containing the provision. In transactions involving more than**
51 **one Counter-Offer, the Counter-Offer referred to should be clearly specified.**
52 **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.**

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 10/17/2014 and signed by Buyer John W. Wergin and Pauline Wergin,
2 for purchase of real estate at 106 Bluff Street
3 is rejected and the following Counter-Offer is hereby made. **All terms and conditions remain the same as stated in the**
4 **Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in**
5 **any other Counter-Offer unless incorporated by reference.]**

6 **1. The offer is conditioned upon the Buyer constructing a single-family residential building in keeping with the character of the neighborhood and in**
7 **compliance with all municipal ordinances, including but not limited to, all zoning and planning ordinances. Such building shall have an assessed value**
8 **(land and improvements) of not less than \$75,000.**

9 **2. Buyer to pay for all closing costs and fees.**

10 **3. Buyer shall notify Seller of the acceptance of this Counter-Offer by delivering a signed copy of the Counter-Offer to the City Attorney, 100 State Street**
11 **Beloit, WI 53511 by 5:00 p.m. on December 5, 2014.**

12 **4. Buyer shall grant to Seller a right of first refusal to purchase the property. Seller may execute its right of first refusal if: (a) Buyer lists the property**
13 **for sale without having first constructed a residential building on the property listed for sale; or (b) Buyer fails to build a residential building on the lot,**
14 **as contemplated by this Counter-Offer, within 18 months of closing.**

15 **5. If Seller exercises its right of first refusal, the purchase price shall be \$500.**

16 **6. This transaction shall close no later than January 31, 2015.**

17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____

30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
31 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
32 making the Counter-Offer on or before 5:00 p.m. on December 5, 2014 (Time is of the
33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless
34 otherwise provided in this Counter-Offer.

35 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**
36 **provided at lines 31 to 34.**

37 This Counter-Offer was drafted by Elizabeth A. Krueger, City Attorney on December 1, 2014
38 Licensee and Firm ▲ Date ▲

39 _____
40 Signature of Party Making Counter-Offer ▲ Date ▲
41 Print name▶ City of Beloit by Larry N. Arft, City Manager

39 _____
40 Signature of Party Making Counter-Offer ▲ Date ▲
41 Print name▶

42  12-2-14
43 Signature of Party Accepting Counter-Offer ▲ Date ▲
44 Print name▶

42  12-2-14
43 Signature of Party Accepting Counter-Offer ▲ Date ▲
44 Print name▶

45 This Counter-Offer was presented by Scott Schneider, Project Engineer, City of Beloit on _____
46 Licensee and Firm ▲ Date ▲

47 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____
48 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
49 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer**
50 **by specifying the number of the provision or the lines containing the provision. In transactions involving more than**
51 **one Counter-Offer, the Counter-Offer referred to should be clearly specified.**
52 **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.**

**RESOLUTION AUTHORIZING THE TRANSFER OF OWNERSHIP OF
IMPROVEMENTS AT 1201 BIG HILL COURT FROM THE
GIRL SCOUTS OF WISCONSIN - BADGERLAND COUNCIL, INC.
TO THE CITY OF БЕЛОIT, WISCONSIN**

WHEREAS, the Girl Scouts of Wisconsin - Badgerland Council, Inc. ("Girl Scouts") is the owner of certain improvements (building and fixtures) on the real property located at 1201 Big Hill Court ("Improvements"); and

WHEREAS, the Property is the subject of a 99-year ground Lease Agreement and Amended Development Agreement between the Girl Scouts and the City of Beloit (collectively as the "Parties"); and

WHEREAS, the Girl Scouts have approached the City with an offer to sell the Improvements to the City; and

WHEREAS, the City is agreeable to purchase the Improvements under the terms and conditions outlined in the "Termination of Lease and Amended Development Agreement, Mutual Release and Sales Agreement" and will hereinafter be responsible for the ownership and maintenance thereof.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Beloit is hereby authorized to execute the attached "Termination of Lease and Amended Development Agreement, Mutual Release and Sales Agreement" and any other documents necessary to effectuate the transfer of the Improvements to the City of Beloit.

Adopted this 15th day of December, 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: Purchase of Girl Scouts Service Center Building at Big Hill Park

Date: December 15, 2014

Presenter(s): Larry Arft/Elizabeth Krueger

Department(s): City Manager/City Attorney

Overview/Background Information:

The Girl Scouts of Wisconsin - Badgerland Council, Inc. recently approached the City of Beloit regarding the current lease agreement and possible transfer of the Service Center building, which is located in Big Hill Park, to the City of Beloit. Staff has been actively working with the Girl Scouts to come to an agreement that is acceptable to both parties. The attached Sales and Transfer Agreement outlines the proposed sales agreement and termination of the current Lease Agreement and surviving portions of the Development Agreement. The City expects the transfer of the building in the Spring of 2015.

Key Issues (maximum of 5):

1. The Girl Scouts and the City of Beloit are parties to a 99-year Lease Agreement and surviving portions of the 1997 Amended Development Agreement. The attached Agreement outlines the mutual termination of those Agreements.
2. The attached Agreement outlines the details of the transfer of the Service Center. Details include:
 - a. Sales price of \$75,000 of the property, "as is, where is." The property was constructed in 1998 with an estimated value of construction at \$900,000.
 - b. Purchase will contain some personal property belonging to the Girl Scouts, including appliances, shelving and miscellaneous repair parts and materials.
 - c. The City will have access to the property prior to closing to complete necessary repairs and maintenance work (if feasible).
 - d. The Girl Scouts will have access to 12 programming dates per calendar year to use either the Service Center building or another city facility at no cost to the Girl Scouts. Such usage will be on a space-available basis.

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

Approval of this Agreement would conform with Goal #1's stated purpose of developing a high quality community through 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:

Recommendation to Council to approve resolution authorizing City Manager to execute the Agreement.

Fiscal Note/Budget Impact:

\$75,000 purchase price plus funding for maintenance and repairs included in Capital Budget for 2015. Operating funds included in the Parks Division Budget.

Attachments:

Termination of Lease and Amended Development Agreement, Mutual Release, and Sales Agreement.

TERMINATION OF LEASE AND AMENDED DEVELOPMENT AGREEMENT, MUTUAL RELEASE AND SALES AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 2014, by and between the **CITY OF БЕЛОIT**, a Wisconsin municipal corporation ("**CITY**"), and the **GIRL SCOUTS OF WISCONSIN-BADGERLAND COUNCIL, INC.**, a Wisconsin non-stock corporation (successor by merger to Badger Council of Girl Scouts, Inc.) ("**GIRL SCOUTS**").

RECITALS

WHEREAS, the **CITY** is the owner of the real property located at 1201 Big Hill Court, Beloit, Wisconsin ("Property"); and

WHEREAS, the **CITY** and the **GIRL SCOUTS** (collectively the "Parties") entered into an Amended Development Agreement on July 21, 1997 wherein the Parties agreed to, among other things, allow the **GIRL SCOUTS** to construct a Service Center on the Property; and

WHEREAS, the Parties entered into a 99-year ground Lease Agreement ("Lease") dated September 5, 1997, wherein the **GIRL SCOUTS** leased the Property, provided they construct the Service Center on the Property; and

WHEREAS, the **GIRL SCOUTS** constructed the Service Center on the Property and have used the Property for scout operations since the execution of the Lease; and

WHEREAS, due to a series of consolidations among adjoining councils, the Service Center has become excess property, and its continued ownership will be an economic burden to the **GIRL SCOUTS**, depriving the **GIRL SCOUTS** of resources that could otherwise be used to further its mission; and

WHEREAS, the **GIRL SCOUTS** have approached the **CITY** wishing to sell the Service Center to the City and to terminate the Lease and any surviving provisions of the Amended Development Agreement; and

WHEREAS, the **CITY** is willing to purchase the Service Center and to terminate the Lease and any surviving provisions of the Amended Development Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises contained herein, and other valuable consideration, the receipt and sufficiency of which they acknowledge, the Parties agree as follows:

1. **TERMINATION OF LEASE AND AMENDED DEVELOPMENT AGREEMENT.** The Parties agree that in lieu of the original expiration date of December 31, 2096, the Lease and the Amended Development Agreement shall terminate on the date of the closing of the sale of the Improvements and other interests of the **GIRL SCOUTS** related to the Property. As of the closing date, the **GIRL SCOUTS** shall quit the Service Center and surrender and return the Improvements to the **CITY** "as is" in broom clean condition.

2. **MUTUAL RELEASE.** Upon the **GIRL SCOUTS** satisfying its obligations set forth in this Agreement, the **CITY** releases, discharges and waives any claims, known or unknown, against the **GIRL SCOUTS**, its successors, assigns, officers or directors, arising out of or in any way connected with the Lease or the Amended Development Agreement, and, upon the City satisfying its obligations set forth in this Agreement, the **GIRL SCOUTS** release, discharge and waive any claims, known or unknown, against the **CITY**, its successors, assigns, officers or directors, arising out of or in any way connected with the Lease or the Amended Development Agreement.

3. **BINDING UPON SUCCESSORS AND ASSIGNS.** This Termination of Lease and Amended Development Agreement and Mutual Release shall be for the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

4. **SALE OF IMPROVEMENTS AND FIXTURES.** The **GIRL SCOUTS** agree to sell and the **CITY** agrees to buy all buildings, other improvements, and fixtures (collectively "Improvements") on the Property and any and all remaining rights of the **GIRL SCOUTS** relating to the Property. "Fixtures" shall mean all items of property which are physically attached to or so closely associated with the Improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Improvements, including all mechanical, electrical and plumbing equipment and systems, counters, built-in drawers, bookcases, storage cabinets, bulletin boards or work boards, and fire extinguishers. Other than the warranty of title contained herein and in the deed, all Improvements included in the sale shall be transferred in their "AS IS" and "WHERE IS" condition, without representation or warranty as to their condition or fitness for their intended purpose or for any other purpose.

5. **PURCHASE PRICE.** The purchase price of the Improvements and personal property specifically outlined in paragraph eight (8) shall be Seventy Five Thousand Dollars (\$75,000) to be paid in its entirety, in immediately available funds, at the time of closing the sale.

6. **PHYSICAL CONDITION OF THE PROPERTY.** The Improvements and the personal property are being sold "as is." The **GIRL SCOUTS** do not make any claims or promises about the condition or value of any of the property included in this sale. The **CITY** makes this Agreement in full reliance upon its own independent investigation and judgment. There are no verbal agreements which

modify or affect this Agreement. The acceptance of a deed by the **CITY** shall be deemed to be the full performance of every obligation on the part of the **GIRL SCOUTS**.

7. **TRANSFER OF OWNERSHIP.** At the closing, the **GIRL SCOUTS** will transfer ownership of the Improvements to the **CITY**. The **GIRL SCOUTS** will give the **CITY** a properly executed deed or other appropriate conveyance to accomplish said transfer.

8. **PERSONAL PROPERTY.** The **GIRL SCOUTS** convey to the **CITY**, for good and valuable consideration, all of the **GIRL SCOUTS'** interest in the personal property identified herein. The **GIRL SCOUTS** hereby warrant and represent that the **GIRL SCOUTS** own said personal property free and clear of all liens and encumbrances; that the **GIRL SCOUTS** have good right to sell the same; and that the **GIRL SCOUTS** will warrant and defend the same against the lawful claims and demands of all persons. The following items of personal property are included in this sale:

- a. All appliances located in the kitchen in the lower level of the Service Center.
- b. Gray/Yellow shelving units in the basement of the Service Center consisting of 36 uprights, 112 cross beams, and all accompanying wooden shelves.
- c. Excess siding and miscellaneous building repair parts, paint or materials, including any building plans, if available.

The **GIRL SCOUTS** shall remove all personal property not the subject of this Agreement from the Property prior to closing. Any remaining personal property shall be retained by and/or disposed of at the sole discretion of the **CITY**.

9. **POST-CLOSING USE OF IMPROVEMENTS OR OTHER CITY FACILITIES.** The **CITY** shall make available to the **GIRL SCOUTS**, at no cost to the **GIRL SCOUTS**, up to twelve (12) programming dates per calendar year in the Service Center or any other city-owned park or recreational facility; provided an application is received on a form approved by the **CITY**. The same procedures as are required for other persons wanting to use city facilities will be utilized when reviewing requests from the **GIRL SCOUTS**. Dates will be approved on a "space available" basis and no other group or program scheduled prior to a request of the **GIRL SCOUTS** will be cancelled, rescheduled or moved to accommodate the use of any city facility by the **GIRL SCOUTS**.

10. **PRE-CLOSING ACCESS TO PROPERTY.** The **GIRL SCOUTS** agree to allow the **CITY'S** inspectors, employees or agents reasonable access to the Property prior to the closing upon reasonable notice and at a mutually agreeable time to complete maintenance or necessary repairs at the **CITY'S** sole discretion.

11. **RISK OF LOSS.** The **GIRL SCOUTS** are responsible for any additional damage to the Improvements, except for normal wear and tear, until the closing of title, up to the limit of any insurance proceeds actually received in connection with any such damage or loss. If there is substantial damage, the **CITY** reserves the right to cancel this Agreement or to negotiate the terms of the repairs with the **GIRL SCOUTS**.

12. **TIME AND PLACE OF CLOSING.** The Parties agree that closing shall take place no later than May 1, 2015 or on such other date as the Parties shall mutually agree in writing. The Parties further agree that time is of the essence. The closing will be held at Brabazon Title Co., Inc., 2225 Cranston Road, Beloit, Wisconsin (the "Title Company").

13. **TITLE INSURANCE.** The **CITY** shall pay for all costs associated with providing evidence of title.

14. **ADJUSTMENTS AT CLOSING.** The Parties agree to adjust the following expenses, if applicable, as of the date of closing: municipal water, sewer and stormwater charges, real estate taxes, and any other private or municipal charges. The Parties agree to execute and deliver at the time of closing, in addition to the deed required of the **GIRL SCOUTS** hereunder, a settlement statement prepared by the Title Company and such other customary closing documents as may reasonably be requested by the Title Company or by one of the Parties. The Parties shall also provide to the Title Company such information as may be needed to permit the Title Company to prepare and file the electronic real estate transfer return.

15. **COMPLETED AGREEMENT.** This Agreement is the entire and only agreement between the Parties relative to the subject matter hereof. This Agreement replaces and cancels any previous agreements between the Parties. This Agreement can only be changed by an amendment in writing signed by both the Parties.

16. **ASSIGNABILITY.** This Agreement shall not be assignable without the other party's written consent.

17. **OFFER TO PURCHASE.** This Agreement constitutes the **CITY'S** offer to purchase the Improvements on the Property. Acceptance of the **CITY'S** offer is subject to **GIRL SCOUTS'** review of the aforesaid document and shall be evidenced by **GIRL SCOUTS'** execution of same. Final authorization of the purchase of the Property is subject to approval of the City Council for the City of Beloit.

18. **REAL ESTATE TRANSFER RETURN.** The **GIRL SCOUTS** shall be responsible for complying with §77.25, Wis. Stats and paying any associated fee, if applicable.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in its name and behalf on or as of the date first written above.

CITY OF БЕЛОIT

a Wisconsin municipal corporation

By: _____
Larry N. Arft, City Manager

ATTEST:

By: _____
Rebecca Houseman LeMire, City Clerk

APPROVED AS TO FORM:

By: _____
Elizabeth A. Krueger, City Attorney

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

By: _____
Eric Miller, City Comptroller

tdh/files/96-1041/Girl Scouts Transfer Agreements=141201

GIRL SCOUTS OF WISCONSIN-BADGERLAND COUNCIL, INC.

a Wisconsin non-stock corporation

By: _____

ATTEST:

By: _____

RESOLUTION
AUTHORIZING THE CITY MANAGER TO
ENTER INTO A STATE/MUNICIPAL AGREEMENT WITH THE WISCONSIN DEPARTMENT OF
TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF THE POWERHOUSE RIVERWALK

WHEREAS, the Wisconsin Department of Transportation has awarded a Transportation Alternatives Program grant to the City of Beloit, as project sponsor, for the design and construction of the Powerhouse Riverwalk, and

WHEREAS, it is mutually agreed that this State/Municipal Agreement forms the basis of funding for the design, real estate acquisition, utility relocation, and the construction of the Powerhouse Riverwalk, and

WHEREAS, the City of Beloit agrees to have the Wisconsin Department of Transportation be the lead agency for the design and construction of these improvements, and

WHEREAS, the total cost for the design and construction is estimated to be \$1,261,447 of which \$1,009,158 is Federal/State funded and \$252,289 is funded by the project sponsor, and

WHEREAS, the City of Beloit and Beloit College will be entering into an agreement for sharing of the project sponsor's funding requirements, therefore

THEREFORE BE IT IS RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin does hereby authorize the City Manager to enter into a State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of the Powerhouse Riverwalk.

Dated at Beloit, Wisconsin this 15th day of December 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: A resolution to authorize the City Manager to enter into a State/Municipal Agreement for the design and construction of the Powerhouse Riverwalk.

Date: December 15, 2014

Presenter(s) Greg Boysen, Public Works Director

Department(s): Public Works/Engineering

Overview/Background Information:

The project will design and construct approximately 850' of public riverwalk along the west side of the Blackhawk Powerplant. The riverwalk will fill in a key gap in Beloit's trail system, moving bike and pedestrian traffic away from USH 51/Pleasant Street.

Key Issues (maximum of 5):

1. This State/Municipal Agreement forms the basis of funding for the design, real estate acquisition, utility relocation, and the construction of the Powerhouse Riverwalk.
2. The Wisconsin Department of Transportation is the lead agency for the design and construction of the Powerhouse Riverwalk project.
3. The City of Beloit, along with Beloit College, co-sponsored the grant application for the project.
4. An agreement between the City and the College related to the local (project sponsor) cost sharing, maintenance (short and long-term), access, and timing of the project will need to be completed before project can begin.
5. The total cost for the design and construction is estimated to be \$1,261,447 of which \$1,009,158 is Federal/State funded and \$252,289 is funded by the project sponsor.

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

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

This project will enhance the quality of life in Beloit by improving the bicycle/pedestrian path along the Rock River.

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

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

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

Action required/Recommendation:

The Engineering Division recommends approval of the resolution

Fiscal Note/Budget Impact:

The project is included in the 2015 Capital Improvement Program.



**STATE/MUNICIPAL
AGREEMENT FOR A STATE-LET
TRANSPORTATION
ALTERNATIVES PROGRAM
(TAP) PROJECT**

Program Name: TAP

Sub-program #: 290

Date: October 21, 2014

I.D.: 5989-05-25/26

Project Title: City of Beloit, Powerhouse Riverwalk

Location/Limits: Pleasant St. to South of Portland Ave.

Project Length: 850 feet

Project Sponsor: City of Beloit

County: Rock

MPO Area: Beloit

The signatory, City of Beloit, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, Indian tribes, consistent with federal law 23 U.S.C. 213.

The authority for the Project Sponsor to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federal/state funded. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Proposed Project - Nature of work: **the proposed project is to construct an 850' public riverwalk along the west side of the redeveloped Blackhawk Powerplant. The riverwalk will fill in a key 850' gap in Beloit's trail system, moving bike and pedestrian traffic away from USH 51 / Pleasant Street.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **None**

The Project Sponsor agrees to the following State Fiscal Year 2014-2018 TAP project funding conditions:

Project design and construction costs are funded with 80% federal/state funding up to a maximum of **\$1,009,158** when the Project Sponsor agrees to provide the remaining 20% and any funds in excess of the **\$1,009,158** federal/state funding maximum, in accordance with the TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal/state funding. The Project Sponsor will be notified by the State that the project is authorized and available for charging.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.

- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the project sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: August 1, 2014
Commencement deadline: August 1, 2018
Completion deadline: August 1, 2021

The project commencement deadline is fixed by statute, and may not be extended.

In accordance with the State's sunset policy for Transportation Alternatives Program projects, the subject 2014-2018 Transportation Alternatives Program improvement must be constructed and in final acceptance by August 1, 2021. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal/state share of the total estimated cost distribution indicates the maximum amount of federal/state funding available to the project, to be distributed across federal/state funded project phases. The final Project Sponsor share is dependent on the final federal/state participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal/State Funds	%	Project Sponsor Funds	%
ID 5989-05-25		\$1,009,158	MAX		
Design	\$118,261	\$94,609	80%	\$23,652	BAL*
State Review	\$39,420	\$31,536	80%	\$7,884	BAL*
ID 5989-05-26					
Participating Construction	\$985,505	\$788,404	80%	\$197,101	BAL*
Non-Participating Construction	\$0	\$0	0%	\$0	100%
State Review	\$118,261	\$94,609	80%	\$23,652	BAL*
Total Est. Cost Distribution	\$1,261,447	\$1,009,158	N/A	\$252,289	N/A

***The project has a TAP federal/state funding maximum of \$1,009,158. This maximum is cumulative for all federal/state funded project phases.**

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State and delivery to the Project Sponsor shall constitute agreement between the Project Sponsor and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Beloit (please sign in blue ink.)		
Name	Title	Date
Signed for and in behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal/state funding.
3. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964, which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All DBE requirements that the State specifies.
 - g. Federal Statutes that govern the Transportation Alternatives Program, including but not limited to 23 U.S.C. 213 and Wis. Stat. 85.021.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin’s approved State Fiscal Year 2014-2018 Transportation Alternatives Program. Federal/State funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
5. The work will be administered by the State and may include items not eligible for Federal/State participation.
 6. As the work progresses, the State will bill the Project Sponsor for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal/State funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the State Fiscal Year 2014-2018 TAP improvement project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
 - i. Other 100% Project Sponsor funded items: **None**
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted. The project sponsor is an eligible recipient of these grant funds pursuant to Wisconsin Statute 85.021 and federal law at 23 U.S.C. 213.
9. Work to be performed by the Project Sponsor without Federal/State funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
10. The Project Sponsor is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Project Sponsor will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Project Sponsor's foregoing agreements to pay the State, the Project Sponsor, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Project Sponsor.
13. In accordance with the State's sunset policy for Transportation Alternatives Program projects, the subject 2014-2018 Transportation Alternatives Program improvement must be constructed and in final acceptance by August 1, 2021. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post-project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
16. The Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year. The Project Sponsor will ensure that facilities are available in all weather conditions, including clearing snow from sidewalks and multi-use trails.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

17. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Project Sponsor, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

18. The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
19. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor or its sureties; or because of any claims or amounts recovered for any infringement by the Project Sponsor and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Project Sponsor and its sureties; or any other law, ordinance, order or decree relating to the Project Sponsor's operations.
20. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
21. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.

22. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

23. The Project Sponsor agrees to the following State Fiscal Year 2014-2018 TAP project funding conditions:

- a. ID 5989-05-25: Design and any related review costs are funded with 80% federal/state funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal/state funding cap. This includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
- b. ID 5989-05-26: Construction:
 - i. Costs for participating construction items and any related review costs: are funded with 80% federal/state funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal/state funding cap.
- c. The maximum participation of federal/state funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal/state funding maximum of **\$1,009,158** is cumulative for all federal/state funded project phases.

[End of Document]



Division of Transportation System Development
Southwest Region
3550 Mormon Coulee Road
La Crosse, WI 54601

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (608) 785-9952
Facsimile (FAX): (608) 785-9969

E-mail: arthur.sommerfield@dot.wi.gov

October 21, 2014

LARRY N. ARFT
CITY OF БЕЛОIT
100 STATE STREET
BELOIT, WI 53511

SUBJECT: BICYCLE-PEDESTRIAN FACILITIES PROJECT

Mr. Arft:

Enclosed for signature is the project agreement for the following project that has approved funds in the 2014-2018 Transportation Alternatives Program:

Project 5989-05-25/26
City of Beloit, Powerhouse Riverwalk

Please print and sign four (4) copies of the agreement. Please return four (4) copies of the agreement with original signatures by December 21, 2014 to:

Southwest Region- Madison
Attn: Michael Erickson
2101 Wright Street
Madison, WI 53704-2583

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Project Sponsor is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps.

An agreement is not considered fully approved unless it has been approved by both the Project Sponsor and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Project Sponsor.

The Project Sponsor and its consultants (or any other parties hired by the Project Sponsor) ***MUST NOT*** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. The Project Sponsor will be notified by the State when each project phase is authorized.

If you have any questions regarding the agreement or need an extension to the submittal date, please call me at (608) 785-9952 or e-mail arthur.sommerfield@dot.wi.gov.

Sincerely,

Arthur P. Sommerfield

Arthur P. Sommerfield, P.E.
Local Programs Engineer

**RESOLUTION APPROVING A DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF БЕЛОIT,
THE GREATER БЕЛОIT ECONOMIC DEVELOPMENT CORPORATION,
JOSIE ENTERPRISES, LLC AND CHICAGO FITTINGS CORPORATION**

WHEREAS, Josie Enterprises, LLC and Chicago Fittings Corporation have chosen to locate a manufacturing production facility in Beloit, Wisconsin; and

WHEREAS, the City of Beloit and the State of Wisconsin have established and implemented policies of providing aggressive incentives to encourage and incentivize companies to build in the State of Wisconsin and the City of Beloit in order to create jobs and increase the tax base; and

WHEREAS, as a result of the companies' analysis of the incentives offered by both the State and City, the company has agreed to locate its facility in the City of Beloit; and

WHEREAS, the City Council also finds that it is in the best interests of the City of Beloit for Chicago Fittings Corporation to locate its planned development of a manufacturing production facility in the City of Beloit.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute the attached Development Agreement, including the incentives therein, and do all things necessary to implement all the provisions contained therein and any such other actions in furtherance of this development on behalf of the City of Beloit.

Adopted this 15th day of December, 2014.

City Council of the City of Beloit

Mark Spreitzer, President

Attest:

Rebecca Houseman LeMire, City Clerk

tdh\resolution\Josie-Chicago = res = 20141206 (14-1224)

CITY OF БЕЛОIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution Approving a Development Agreement between the City of Beloit, the Greater Beloit Economic Development Corporation, Josie Enterprises, LLC and Chicago Fittings Corporation

Date: December 15, 2014

Presenter(s): Andrew Janke

Department(s): Economic Development

Overview/Background Information: Chicago Fittings is a specialty fitting manufacturer that designs and services a number of industrial markets. Since 1930, Chicago Fittings has been providing patented engineering solutions for low-to-high pressure industrial hydraulic applications focusing within the heavy equipment and diesel engine manufacturing sectors. In addition, Chicago Fittings is seeing growth within its natural gas and propane distribution markets. The company has patents for their X-Riser® and Sealastic™ main to meter distribution system technologies. The company is certified ISO 9001:2008 and has the required industry sector's required UPC/IPC listings.

After conducting a multi-state search to locate a site to develop a new metal manufacturing production facility, the company decided to locate its new facility in the City of Beloit's Gateway Business Park. Joe Tarquini, President and Owner of Chicago Fittings, created Josie Enterprises LLC for the purpose of purchasing the proposed site and developing the real estate. Josie Enterprises will lease the facility to Chicago Fittings. The City is proposing to sell a 4.26 acre lot at 3170 Colley Road to Josie Enterprises which will construct a 30,000 square foot building (expandable) on the site. The estimated cost to develop and equip the facility is \$2.1 million. Chicago Fittings expects to create and retain 15 jobs through the terms of the Development Agreement and may employ up to 25 employees within three years of opening operations. Construction is expected to begin on or before May 1, 2015 and be complete within eight months. Design, build, and various other construction-related services for this project are being provided by Klobucar Construction Co., Inc. As an inducement to Chicago Fittings and Josie Enterprises to select Beloit over competing sites, the City is offering a comprehensive incentive package that includes these following components.

Key Issues (maximum of 5):

1. The GBEDC will convey the site with an estimated fair market value of \$106,500 to Josie Enterprises for One Dollar (\$1.00).
2. The City will provide a TID # 10 funded Direct Developer Incentive to Josie Enterprises in the amount of eight (8) annual payments equal to 25% of the real estate and personal property taxes paid.
3. The City will provide a TID # 10 funded Direct Developer Incentive to Chicago Fittings in the amount of eight (8) annual payments equal to 25% of personal property taxes paid.
4. The Wisconsin Economic Development Corporation (WEDC) is partnering with the City to offer a Jobs Credit Allocation in the amount of \$175,000 as an additional incentive for the company to move to Wisconsin.
5. The company agrees to create and retain 15 FTE jobs during the time period in which the Direct Developer Incentive payments are made and those payments will be reduced proportionately if the job creation and retention goals are not met.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.): This business development project clearly supports Goal #2 since it will result in the creation of new jobs and will leverage new private investment.

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**
The proposed development will not impact wetlands or sensitive wildlife.
- **Meet the hierarchy of present and future human needs fairly and efficiently**
The project achieves this by creating good paying jobs. The project will also be developed in an existing industrial park and therefore will not contribute to urban sprawl and no new public infrastructure will need to be extended.

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

Fiscal Note/Budget Impact: The project will add increment to TID # 10 which is already cash flowing positively.

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 2014, by and between the **CITY OF БЕЛОIT**, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter "**CITY**"), **THE GREATER БЕЛОIT ECONOMIC DEVELOPMENT CORPORATION** (successor in interest to Beloit Economic Development Corporation), a Wisconsin non-stock corporation with its principal place of business located at 500 Public Avenue, Beloit, Wisconsin 53511 (hereinafter "**GBEDC**"), **CHICAGO FITTINGS CORPORATION**, an Illinois corporation, with its principal place of business located at 756 Landmark Drive, Belvidere, IL 61008 (hereinafter "**CHICAGO FITTINGS**") and **JOSIE ENTERPRISES, LLC**, an Illinois Limited Liability corporation, with its principal place of business located at 7272 Port Moresby Drive, Rockford, IL 61108 (hereinafter "**JOSIE ENTERPRISES**").

RECITALS

WHEREAS, the **GBEDC** owns and the **CITY** has an interest in approximately 4.26 acres of land known as 3170 Colley Road in the City of Beloit, Rock County, Wisconsin (hereinafter "Project Site"); and

WHEREAS, **JOSIE ENTERPRISES** has submitted an offer to the **GBEDC** to purchase the Project Site; and

WHEREAS, **JOSIE ENTERPRISES** wishes to acquire the Project Site for the purpose of constructing a metal manufacturing production facility (hereinafter "Private Improvements"); and

WHEREAS, JOSIE ENTERPRISES plans to lease the Private Improvements to **CHICAGO FITTINGS**; and

WHEREAS, JOSIE ENTERPRISES and **CHICAGO FITTINGS** have explored several alternative locations for its relocation from Belvidere, IL; and

WHEREAS, the GBEDC and the **CITY** wish to encourage **JOSIE ENTERPRISES** and **CHICAGO FITTINGS** to purchase and lease the Project Site and to construct Private Improvements thereon.

NOW, THEREFORE, the GBEDC, the CITY, JOSIE ENTERPRISES, and CHICAGO FITTINGS (collectively the “Parties”) agree as follows:

1. **CONVEYANCE OF LAND.** The **GBEDC** shall convey title and possession of the Project Site consisting of 4.26 acres to **JOSIE ENTERPRISES** pursuant to the terms and conditions of the purchase agreement attached hereto and marked as Exhibit A. The conveyance of the Project Site and **JOSIE ENTERPRISES’** and **CHICAGO FITTINGS’** use of the Project Site shall be subject to all of the conditions, covenants, restrictions and limitations imposed by this Agreement, the purchase agreement and the conveyancing documents. The project site is further described as tax parcel number 2321-0200 and the westerly 75 feet of parcel number 2321-0300, is commonly known as 3170 Colley Road and is shown on Exhibit B which is attached hereto and so marked.

2. **CONSTRUCTION OF PRIVATE IMPROVEMENTS.** **JOSIE ENTERPRISES** agrees to construct Private Improvements on the Project Site in conformance with plans and specifications (“Plans”) for the same approved by the **CITY** attached hereto and marked as Exhibit C. The Private Improvements will include a building footprint covering approximately

30,000 square feet. The estimated cost to **JOSIE ENTERPRISES** of the building construction and equipment is approximately \$2.36 million. The scope and scale of the Private Improvements to be constructed shall not be significantly less than the scope and scale of the Private Improvements detailed and outlined in the Plans approved by the **CITY**.

If **JOSIE ENTERPRISES** or **CHICAGO FITTINGS** desires to make any material changes in the Plans, **JOSIE ENTERPRISES** or **CHICAGO FITTINGS** shall submit proposed changes to the **CITY** for its approval. If the Plans, as modified by the proposed changes, do not constitute a material reduction in the scope, size or cost of the project, the **CITY** shall approve the proposed changes. Such changes in the Plans shall be deemed approved by the **CITY** unless rejected in writing within fourteen (14) days by the **CITY** with a statement of the **CITY**'s reasons for such rejection.

3. **COMMENCEMENT AND COMPLETION OF CONSTRUCTION.** Subject to Unavoidable Delays, defined herein, **JOSIE ENTERPRISES** shall commence construction of the Private Improvements: (a) on or before the 1st day of May, 2015 or (b) on such other date as the Parties shall mutually agree in writing (the "Commencement Date"). Subject to Unavoidable Delays, **JOSIE ENTERPRISES** shall substantially complete the construction of the Private Improvements within eight (8) months after the Commencement Date or on such other date as the Parties shall mutually agree in writing. All work with respect to the Private Improvements to be constructed or provided by **JOSIE ENTERPRISES** on the Project Site shall conform in all material respects with the Plans.

"Unavoidable Delays" means delays outside of the reasonable control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the improvements being

constructed, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of federal, state or local government unit (other than the **CITY**) which directly results in delays.

4. **SITE PLAN REVIEW AND BUILDING PERMITS.** **JOSIE ENTERPRISES** agrees to submit its Plans for a building(s) and related improvements to the **CITY** for review and approval in accordance with the **CITY's** zoning and architectural review ordinances. The **CITY** agrees to expedite the **CITY's** site plan, building plan and architectural review processes and to take appropriate action as is necessary to assist **JOSIE ENTERPRISES** in obtaining prompt review of building and site plans by the State of Wisconsin.

5. **ZONING.** The **CITY** represents that the Project Site is currently zoned M-2, general manufacturing district, and that no zoning changes are needed to permit construction of the Private Improvements or operation of the proposed operations on the Project Site.

6. **PRECLOSING ACCESS TO PROJECT SITE.** The **CITY** and the **GBEDC** hereby authorize **JOSIE ENTERPRISES** or its agents, employees, contractors, representatives and other designees to enter the Project Site prior to closing and to do each of the follow:

a. Conduct any soil surveys, soil borings, or other testing necessary to satisfy **JOSIE ENTERPRISES** that the Project Site is physically suitable for construction of the proposed Private Improvements.

b. Conduct any environmental investigation or testing necessary to satisfy **JOSIE ENTERPRISES** that the Project Site is environmentally suitable for the construction of the proposed Private Improvements.

c. Begin site work, provided that such site work is done in compliance with all local ordinances and with all required permits.

If **JOSIE ENTERPRISES** fails to close on the purchase of the Project Site, for any reason, **JOSIE ENTERPRISES** will restore the site to its original condition within four (4) months. **JOSIE ENTERPRISES** agrees that, in consideration of the preclosing access to the Project Site, **JOSIE ENTERPRISES** will indemnify and hold the **GBEDC** and **CITY** harmless from any liability arising out of the acts or omissions of **JOSIE ENTERPRISES**, its agents, employees, contractors, representatives and other designees while occupying, entering, or leaving the Project Site prior to closing.

7. **CONDITIONS PRECEDENT TO CLOSING. CHICAGO FITTINGS'** and **JOSIE ENTERPRISES'** obligation to consummate the transaction contemplated by this Agreement is subject to the following conditions, any of which may be waived by **JOSIE ENTERPRISES** by delivery of written notice to the **CITY**:

a. Jobs Tax Credits. A written commitment from the Wisconsin Economic Development Corporation (WEDC) indicating that WEDC has **CHICAGO FITTINGS** being certified eligible for state income tax credits of up to One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000). A copy of that commitment is attached hereto and marked as Exhibit D.

b. Lease. **JOSIE ENTERPRISES** shall provide evidence that it has entered into a lease with **CHICAGO FITTINGS** for the Project Site and said lease, attached hereto and marked as Exhibit E, and will remain in effect until January 1, 2024.

c. Conditions of Offer. All conditions to closing set forth in the Offer to Purchase shall have been satisfied or waived by **CHICAGO FITTINGS** and **JOSIE ENTERPRISES**.

8. **TRANSFER OF JOSIE ENTERPRISES' INTEREST IN PROJECT SITE.** **JOSIE ENTERPRISES** may not sell the Project Site to a third party (other than an Affiliate) prior to the construction of the Private Improvements described in Paragraph 2 of this Agreement. As used herein, "Affiliate" means a subsidiary of or parent company of **JOSIE ENTERPRISES**, or an entity under common control of **JOSIE ENTERPRISES**. **JOSIE ENTERPRISES** may sell the Project Site to a third party after construction of the Private Improvements is complete.

JOSIE ENTERPRISES warrants, represents, and agrees that its undertakings pursuant to this Agreement will be for the purpose of constructing Private Improvements on the Project Site and not speculation in land holdings.

9. **GOVERNMENTAL INSPECTIONS.** Nothing contained in this Agreement shall be construed as limiting or otherwise restricting the right or power of the **CITY** to conduct inspections or to access the Project Site in the enforcement of its rules, regulations, ordinances, or in the exercise of its police power.

10. **DIRECT DEVELOPER INCENTIVE ("DDI").** The Project Site is located in Tax Incremental Financing District (TID) #10 in the City of Beloit, which was established on January 1, 2001. A map of TID #10 is attached hereto and marked as Exhibit F. The current project plan for TID #10 provides for the payment of a direct monetary incentive to persons who would create economic development in the TID. The **CITY** agrees to provide eight (8) consecutive annual DDI payments in the amount of 25% of the real estate taxes and personal property taxes

actually paid by **JOSIE ENTERPRISES** during the calendar year in which each DDI payment comes due for such amounts of annual real estate taxes and personal property taxes directly attributable to the Project Site and Private Improvements. The first annual payment shall be made on September 1 of the year following the first tax year during which the Private Improvements are fully assessed, as completely constructed, which is anticipated to be September 1, 2016. The **CITY's** obligation to pay the annual DDI payment is conditioned upon continuing manufacturing operations at the Project Site at substantially the same level of manufacturing operations as occurred during the first year of the DDI payment hereunder. The 25% computation shall be made by treating, as the base year, the first year during which **JOSIE ENTERPRISES** pays real estate taxes and personal property taxes reflecting a full assessment of the Private Improvements as completely constructed.

The **CITY** agrees to provide eight (8) consecutive annual DDI payments in the amount of 25% of the personal property taxes actually paid by **CHICAGO FITTINGS** during the calendar year in which each DDI payment comes due for such amounts of annual personal property taxes directly attributable to the Private Improvements. The first annual payment shall be made on September 1 of the year following the first tax year during which the Private Improvements are fully assessed, as completely constructed, which is anticipated to be September 1, 2016. The **CITY's** obligation to pay the annual DDI payment is conditioned upon continuing manufacturing operations at the Project Site at substantially the same level of manufacturing operations as occurred during the first year of the DDI payment hereunder. The 25% computation shall be made by treating, as the base year, the first year during which **CHICAGO FITTINGS** pays

personal property taxes reflecting a full assessment of the Private Improvements as completely constructed.

The **CITY'S** obligation to pay the annual DDI payment is conditioned upon **CHICAGO FITTINGS** and **JOSIE ENTERPRISES** paying, when due, all real estate taxes and personal property taxes related to the Project Site. Prior to the termination of this Agreement, **CHICAGO FITTINGS** and **JOSIE ENTERPRISES** shall not transfer the Project Site to any entity which is not required to pay real estate taxes.

11. **JOB CREATION AND RETENTION.** **CHICAGO FITTINGS** agrees to create 15 new full-time positions at the Project Site by the 31st day of December, 2015. New positions are agreed to mean all full-time employees working at the Project Site, including those positions that were transferred to the Project Site as part of this development. **JOSIE ENTERPRISES** further agrees to retain the 15 full-time positions created at the **JOSIE ENTERPRISES'** Project Site through January 1, 2024, or through the calendar year in which the last DDI payment is paid to **CHICAGO FITTINGS** and/or **JOSIE ENTERPRISES**, whichever date is later (despite any recital to the contrary). If **CHICAGO FITTINGS** creates or **JOSIE ENTERPRISES** retains fewer than 15 jobs, the DDI payments shall be reduced by an amount equal to the percentage difference between 15 jobs and the number of actual jobs created or retained and those working at the Project Site. This formula will be used to calculate the DDI payment in any and all years the number of jobs created or retained and those working at the Project Site fall below those required in this Paragraph.

12. **INVESTMENT IN GREATER BELOIT ECONOMIC DEVELOPMENT CORPORATION.**

CHICAGO FITTINGS and **JOSIE ENTERPRISES** agrees that in further consideration of the DDI payment obligation of the **CITY, CHICAGO FITTINGS** or **JOSIE ENTERPRISES** will immediately become an investor in the **GBEDC**. As such an investor, **CHICAGO FITTINGS** or **JOSIE ENTERPRISES** will be expected to promptly pay annual investment dues to the **GBEDC**. Said dues are set on an annual calendar year basis and, with respect to **JOSIE ENTERPRISES** or **CHICAGO FITTINGS**, shall not exceed \$1,000 per year. For the first year of this Agreement, **CHICAGO FITTINGS** or **JOSIE ENTERPRISES** shall pay a prorated amount reflecting the number of months from the month of closing through December. Said first annual pro rata payment shall be due thirty (30) days from execution hereof. **CHICAGO FITTINGS** or **JOSIE ENTERPRISES** obligation to pay such dues shall continue through the final calendar year during which **CHICAGO FITTINGS** and **JOSIE ENTERPRISES** are entitled to receive DDI payments.

13. **RECORDABLE DOCUMENT.** This Agreement may be recorded with the Register of Deeds for Rock County, Wisconsin.

14. **REPRESENTATIONS AND WARRANTIES OF CHICAGO FITTINGS.**

a. **CHICAGO FITTINGS** represents and warrants to the **GBEDC** and the **CITY**

that it is:

- (1) A corporation duly organized and existing under the laws of the State of Illinois;
- (2) At the time of the completion of construction of the Private Improvements will be authorized to do business in the State of

Wisconsin or will become an entity organized and existing under the laws of the State of Wisconsin; and

(3) In good standing in the State of Illinois and will be in good standing in the State of Wisconsin at the time of the completion of the construction of the Private Improvements.

b. At the time of the execution of this Agreement, **CHICAGO FITTINGS** agrees to provide the **CITY** with a certified copy of a corporate resolution authorizing the person(s) designated as a signatory below to execute this Agreement on behalf of **CHICAGO FITTINGS**.

c. **CHICAGO FITTINGS** represents and warrants to the **GBEDC** and the **CITY** that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement, and the execution and delivery of the documents required by **CHICAGO FITTINGS** in connection therewith will not violate any provision of **CHICAGO FITTINGS'** articles of incorporation, bylaws, contractual obligations with others, including lenders, or any applicable local, state, or federal law.

d. **CHICAGO FITTINGS** agrees to cooperate, execute, and deliver any documents reasonably required by the title insurance provider, including, but not limited to, corporate resolutions or evidence of authority as may be required by the title insurance provider, provided that the title insurance provider has entered into an agreement with **CHICAGO FITTINGS** not to disclose any corporate resolutions or evidence of authority (other than those that are public records) to any party. **CHICAGO FITTINGS** agrees that the **GBEDC** or the **CITY** may provide any such

documents in its possession to the title provider so long as the title provider has entered into the nondisclosure agreement referred to in the previous paragraph.

15. **REPRESENTATIONS AND WARRANTIES OF JOSIE ENTERPRISES.**

a. **JOSIE ENTERPRISES** represents and warrants to the **GBEDC** and the **CITY** that it is:

- (1) A Limited Liability Company duly organized and existing under the laws of the State of Illinois; and
- (2) Is in good standing in the State of Illinois.

b. At the time of the execution of this Agreement, **JOSIE ENTERPRISES** agrees to provide the **GBEDC** and the **CITY** with a certified copy of an Action by Member authorizing the person designated as a signatory below to execute this Agreement on behalf of **JOSIE ENTERPRISES**.

c. **JOSIE ENTERPRISES** represents and warrants to the **GBEDC** and the **CITY** that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement, and the execution and delivery of the documents required by **JOSIE ENTERPRISES** in connection therewith will not violate any provision of **JOSIE ENTERPRISES'** Articles of Organization, operating agreement, contractual obligations with others, including lenders, or any applicable local, state, or federal law.

d. **JOSIE ENTERPRISES** agrees to cooperate, execute, and deliver any documents reasonably required by the title insurance provider, including, but not limited to, resolutions or evidence of authority as may be required by the title

insurance provider, provided that the title insurance provider has entered into an agreement with **JOSIE ENTERPRISES** not to disclose any resolutions or evidence of authority (other than those that are public records) to any party. **JOSIE ENTERPRISES** agrees that the **GBEDC** or the **CITY** may provide any such documents in its possession to the title provider so long as the title provider has entered into the nondisclosure agreement referred to in the previous paragraph.

16. **AFFIRMATIVE ACTION. CHICAGO FITTINGS** represents and warrants that it will adopt an affirmative action plan to increase its employees' members of under-represented groups in all of its departments, job classifications, and salary categories in compliance with applicable Federal and State guidelines. 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.

17. **NONDISCRIMINATION. CHICAGO FITTINGS** and **JOSIE ENTERPRISES** agrees that it 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 **CHICAGO FITTINGS** and **JOSIE ENTERPRISES**, **CHICAGO FITTINGS** and **JOSIE ENTERPRISES** shall include in such subcontract, 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.

18. **INSURANCE.**

a. **JOSIE ENTERPRISES** and **CHICAGO FITTINGS** will provide and maintain or cause to be maintained, at its own cost or expense, at all times during the construction of the Private Improvements, builder's risk insurance in the amount equal to one hundred percent (100%) of the insurable value of the Private Improvements at the date of completion. At the request of the **CITY** or the **GBEDC**, **JOSIE ENTERPRISES** and **CHICAGO FITTINGS** shall furnish the **CITY** or the **GBEDC** with proof of payment of premiums on such insurance.

b. Upon completion of construction of the Private Improvements and prior to the termination of this Agreement, **JOSIE ENTERPRISES** and **CHICAGO FITTINGS** shall maintain or cause to be maintained, at its own cost or expense, insurance against loss and/or damage to the Private Improvements under a policy or policies covering such risks as are ordinarily insured against similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount of not less than the full insurable replacement value of the Private Improvements. **JOSIE ENTERPRISES** and **CHICAGO FITTINGS** shall, from time to time at the request of the **CITY** or the **GBEDC**, furnish the **CITY** or the **GBEDC** with proof of payment of premiums on such insurance. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required herein, by reason of co-insurance provisions or otherwise, without the prior written consent by the **CITY** and the **GBEDC**.

c. All insurance required in this Agreement shall be taken out and maintained in responsible insurance companies selected by **JOSIE ENTERPRISES** and **CHICAGO FITTINGS** which are authorized under the laws of the State of Wisconsin to assume the risks covered thereby. At the request of the **CITY** or the **GBEDC**, **JOSIE ENTERPRISES** and **CHICAGO FITTINGS** will provide copies of policies evidencing all such insurance or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the **JOSIE ENTERPRISES** and **CHICAGO FITTINGS** at least thirty (30) days before cancellation or modification becomes effective.

d. Until the termination of this Agreement, if the Private Improvements or any portion thereof are destroyed or damaged, **JOSIE ENTERPRISES** and **CHICAGO FITTINGS** shall forthwith repair, reconstruct and restore the Private Improvements to substantially the same scale and condition, quality and value as existed prior to the event causing damage or destruction, to the extent allowed by available insurance proceeds.

19. **APPLICABLE LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, and the Parties agree that the Rock County, Wisconsin shall have jurisdiction to handle any litigation between the Parties.

20. **SEVERABILITY.** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the Parties regarding this project. All prior negotiations and discussions have been merged into this Agreement.

22. **AMENDMENTS.** No amendment to this Agreement shall be binding upon any party hereto until such amendment is reduced to writing and executed by the Parties.

23. **AUTHORITY.** Each person signing this Agreement represents that he or she is authorized by his or her organization to execute this Agreement on behalf of that organization.

24. **FORCE MAJEURE.** No party shall be responsible to the other party for any losses if the fulfillment of any term of this Agreement is delayed or prevented by civil disorders, wars, strikes, floods, fires, acts of God, or by any other cause not within the reasonable control of the party whose performance was interfered with and which, by the exercise of reasonable diligence, such party is unable to prevent, whether or not of the class of causes enumerated above, and the time for performance shall be extended for the period of delay occasioned by any such cause.

25. **ASSIGNMENT.** **CHICAGO FITTINGS** or **JOSIE ENTERPRISES** may not assign its interest in this Agreement to a third party without the prior written consent of the **CITY**. Notwithstanding the foregoing, however, **CHICAGO FITTINGS** or **JOSIE ENTERPRISES** may assign this Agreement in whole or in part to an Affiliate, as defined in Paragraph 8.

26. **INDEMNIFICATION.** Each party hereby agrees to defend and hold the other Parties, their officers, agents and employees harmless from any liability for any claims, including attorney's fees, arising out of its acts or omissions or the acts or omissions of its officers, agents and employees.

27. **NO PARTNERSHIP CREATED.** This Agreement does not create any partnership or joint venture between the Parties hereto, or render any party liable for any of the debts or obligations of the other party. The **CITY** or the **GBEDC** shall have no obligation or liability to any lending institution, architect, contractor, subcontractor, or other party retained by **CHICAGO FITTINGS** or **JOSIE ENTERPRISES** to assist **CHICAGO FITTINGS** or **JOSIE ENTERPRISES** in the performance of its obligations under the terms and conditions of this Agreement. **CHICAGO FITTINGS** and **JOSIE ENTERPRISES** specifically agree that no representation shall be made by **CHICAGO FITTINGS** or **JOSIE ENTERPRISES** to any third party that **CHICAGO FITTINGS, JOSIE ENTERPRISES, the GBEDC and the CITY** are partners or joint venturers.

28. **HEADINGS.** The headings set forth in this Agreement are for convenience and reference only and do not define or limit the scope or content of this Agreement or affect any of its provisions.

29. **DEFAULT AND NOTICE OF DEFAULT.** In the event any party fails to comply with or perform any of the covenants, agreements and obligations to be performed by that party under the terms and provisions of this Agreement, the other party shall be entitled to pursue any and all remedies available at law or in equity including, without limitation, a suit for specific performance of this Agreement. Any party seeking to enforce its rights hereunder may do so only after giving advance written notice to the other party reasonably identifying the alleged breach and giving the breaching party 30 days in which to cure the alleged breach.

30. **NOTICES:** Notices to the Parties to this Agreement shall be as follows:

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

with a copy to: City of Beloit
Attention: City Attorney
100 State Street
Beloit, WI 53511

To **GBEDC:** The Greater Beloit Economic Development Corporation
Attention: Executive Director
500 Public Avenue
Beloit, WI 53511

To **JOSIE ENTERPRISES:** Josie Enterprises LLC
Attention: Joseph A. Tarquini, Director
7272 Port Moresby Drive
Rockford, IL 61108

To **CHICAGO FITTINGS:** Chicago Fittings Corporation
Attention: Joseph A. Tarquini, President
756 Landmark Drive
Belvidere, IL 61008

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in its name and behalf on or as of the date first written above.

Signature page to follow

CITY OF БЕЛОIT

By: _____
Larry N. Arft, City Manager

ATTEST:

By: _____
Rebecca Houseman LeMire, City Clerk

APPROVED AS TO FORM:

By: _____
Elizabeth A. Krueger, City Attorney

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

By: _____
Eric R. Miller, City Comptroller

JOSIE ENTERPRISES LLC

By: _____
Joseph Tarquini, Director

CHICAGO FITTINGS CORPORATION

By: _____
Joseph Tarquini, President

THE GREATER БЕЛОIT ECONOMIC DEVELOPMENT CORPORATION

By: _____
Jeffrey W. Klett, Chair

Attest: _____
Andrew Janke, Executive Director

STATE OF WISCONSIN)
)SS
COUNTY OF ROCK)

Personally appeared before me this _____ day of _____, 2014, the above-named Larry N. Arft, City Manager and Rebecca Houseman LeMire, City Clerk, to me known to be such City Manager and Clerk of the City of Beloit, and to me known to be the persons who executed the foregoing agreement as such officers of said entity, by its authority.

Elizabeth A. Krueger
Notary Public, Rock County, Wisconsin
My commission is permanent.

STATE OF WISCONSIN)
)SS
COUNTY OF ROCK)

Personally appeared before me this _____ day of _____, 2014, the above-named Jeffrey W. Klett, Chair and Andrew Janke, Executive Director, to me known to be such Chair and Executive Director for the GBEDC, and to me known to be the persons who executed the foregoing agreement as such officers of said entity, by its authority.

Notary Public, _____ County, _____
My Commission is permanent. If not, state
expiration date: _____

STATE OF _____)
)SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2014, the above-named Joseph Tarquini, President, to me known to be such President of Chicago Fittings Corporation and to me known to be the person who executed the foregoing agreement as such officer of said entity, by its authority.

Notary Public, _____ County, _____
My Commission is permanent. If not, state
expiration date: _____

STATE OF _____)
)SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2014, the above-named Joseph Tarquini, Director, to me known to be such Director of Josie Enterprises, LLC and to me known to be the person who executed the foregoing agreement as such officer of said entity, by its authority.

Notary Public, _____ County, _____
My Commission is permanent. If not, state
expiration date: _____

WB-13 VACANT LAND OFFER TO PURCHASE

ATTORNEY

1 LICENSE DRAFTING THIS OFFER ON 11/26/2014 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

3 GENERAL PROVISIONS The Buyer, Josie Enterprises, LLC
4 offers to purchase the Property

5 known as [Street Address] See attached Exhibit A
6 in the City of Beloit, County of Rock, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 PURCHASE PRICE: One Dollar and 00/100
9 Dollars (\$ 1.00).

10 EARNEST MONEY of \$ accompanies this Offer and earnest money of \$
11 will be mailed, or commercially or personally delivered within days of acceptance to listing broker or

12 THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

13 INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
14 date of this Offer not excluded at lines 18-19, and the following additional items:

15 NOT INCLUDED IN PURCHASE PRICE:

16 CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
17 and will continue to be owned by the lessor.

18 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
19 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

20 ZONING: Seller represents that the Property is zoned: M-2

21 ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
22 copies of the Offer.

23 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
24 running from acceptance provide adequate time for both binding acceptance and performance.

25 BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
26 or before December 31, 2014. Seller may keep the Property on the

27 market and accept secondary offers after binding acceptance of this Offer.

28 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

29 OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
30 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
31 OR ARE LEFT BLANK.

32 DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and
33 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

34 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
35 named at line 40 or 41.

36 Seller's recipient for delivery (optional): Elizabeth A. Krueger, City Attorney, 100 State Street, Beloit, WI 53511
37 Buyer's recipient for delivery (optional):

38 X (2) Fax: fax transmission of the document or written notice to the following telephone number:
39 Seller: (608) 364-6718 Buyer: ()

40 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
41 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
42 delivery to the Party's delivery address at line 49 or 50.

43 X (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
44 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

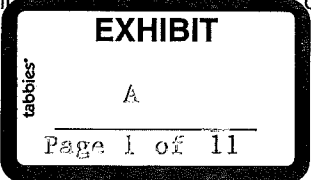
45 Delivery address for Seller: 100 State Street, Beloit WI 53511
46 Delivery address for Buyer:

47 X (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
48 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
49 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically

50 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

51 E-Mail address for Seller (optional): kruegere@beloitwi.gov
52 E-Mail address for Buyer (optional):

53 PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, Buyer or Seller
54 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.



59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated _____, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and _____

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than _____ January 31, 2015
71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and _____

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)

81 Current assessment times current mill rate (current means as of the date of closing)

82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84 _____

85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
86 **substantially different than the amount used for proration especially in transactions involving new construction,**
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

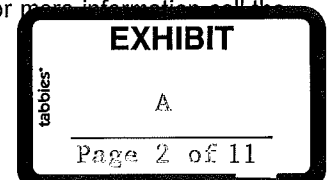
94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.



121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and
 124 occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.

145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
 146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

EXHIBIT

A

Page 3 of 11.

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

189

190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
 191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
 192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
 193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
 194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
 195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
 196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
 197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
 198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
 199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
 202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
 203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
 204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
 205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 207 526-534 or in an addendum attached per line 525.

208 ~~■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
 209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
 210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
 211 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
 212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
 213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
 214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
 215 unacceptability.~~

216 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
 217 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
 218 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
 219 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

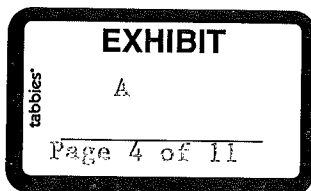
220 ~~■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
 221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
 222 commitment.~~

223 ~~■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
 224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
 225 same including copies of lender(s) rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
 226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
 227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
 228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
 229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.~~

230 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
 231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
 232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
 233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
 234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
 235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
 236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
 238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
 239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
 240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
 241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
 242 purchase price, accompanied by a written notice of termination.

243 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
244 deadlines provide adequate time for performance.



245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

EXHIBIT

A

tabbles

 Page 5 of 11

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

307 _____
308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **CHECK**
327 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE**
330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____
337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:** electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____.

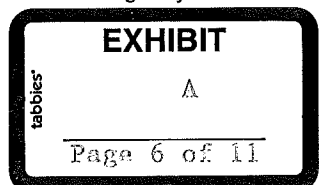
343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other _____ **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 Upon delivery of Buyer's notice, this Offer shall be null and void.



365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ~~■ HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.~~

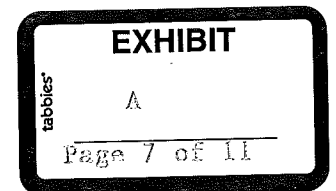
374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ~~■ DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.~~

387 ~~■ LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL-18.~~

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.



405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
 406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
 407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
 408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
 409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
 410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 ~~**TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)~~
 412 ~~occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this~~
 413 ~~Offer except: _____;~~

414 ~~If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of~~
 415 ~~contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the~~
 416 ~~date or Deadline is allowed before a breach occurs.~~

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
 423 in this Offer, general taxes levied in the year of closing and _____

424 _____
 425 _____
 426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
 428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
 431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) ~~(Buyer's)~~ **STRIKE**
 433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
 434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
 435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
 436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
 438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank),
 439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
 440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
 441 and exceptions, as appropriate.

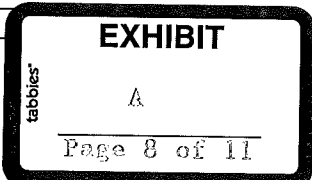
442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 443 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 444 such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the
 445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
 446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
 447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
 451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
 453 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
 454 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
 455 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
 456 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
 457 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 _____
 460 _____
 461 _____
 462 _____
 463 _____
 464 _____



465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
467 defaulting party to liability for damages or other legal remedies.

468 If Buyer defaults, Seller may:

- 469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

472 If Seller defaults, Buyer may:

- 473 (1) sue for specific performance; or
474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

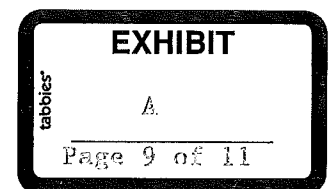
480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources.



503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached _____ Exhibit A _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 Seller agrees to pay all customary closing costs and fees.

528 Access to the Property prior to closing shall be permitted as provided in the Development Agreement between the City of Beloit, the GBEDC,
529 Chicago Fittings Corporation and Josie Enterprises, LLC.

530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [~~Licensee and Firm~~] _____ Elizabeth A. Krueger, City Attorney, 100 State Street, Beloit, WI 53511

536 _____ on _____ November 26, 2014

537 (x) _____
538 Buyer's Signature ▲ Print Name Here ► Josie Enterprises, LLC by Joseph Tarquini, Member Date ▲

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ► Date ▲

544 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (by) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER
544 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON
545 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) _____
547 Seller's Signature ▲ Print Name Here ► Greater Beloit Economic Development Corporation by Jeffrey W. Klett, Chair Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ► Date ▲

550 This Offer was presented to Seller by [~~Licensee and Firm~~] _____
551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲

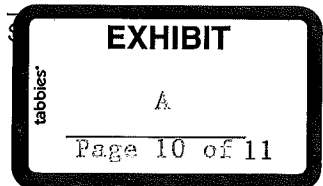


EXHIBIT A

to Vacant Land Offer to Purchase

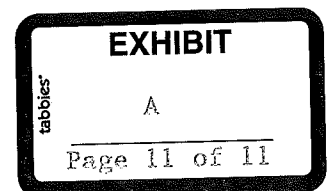
Seller: Greater Beloit Economic Development Corporation

Buyer: Josie Enterprises, LLC

Properties commonly known as: 3170 Colley Road, Rock County, Wisconsin (Lot 29)
3190 Colley Road, Rock County, Wisconsin (Lot 28)

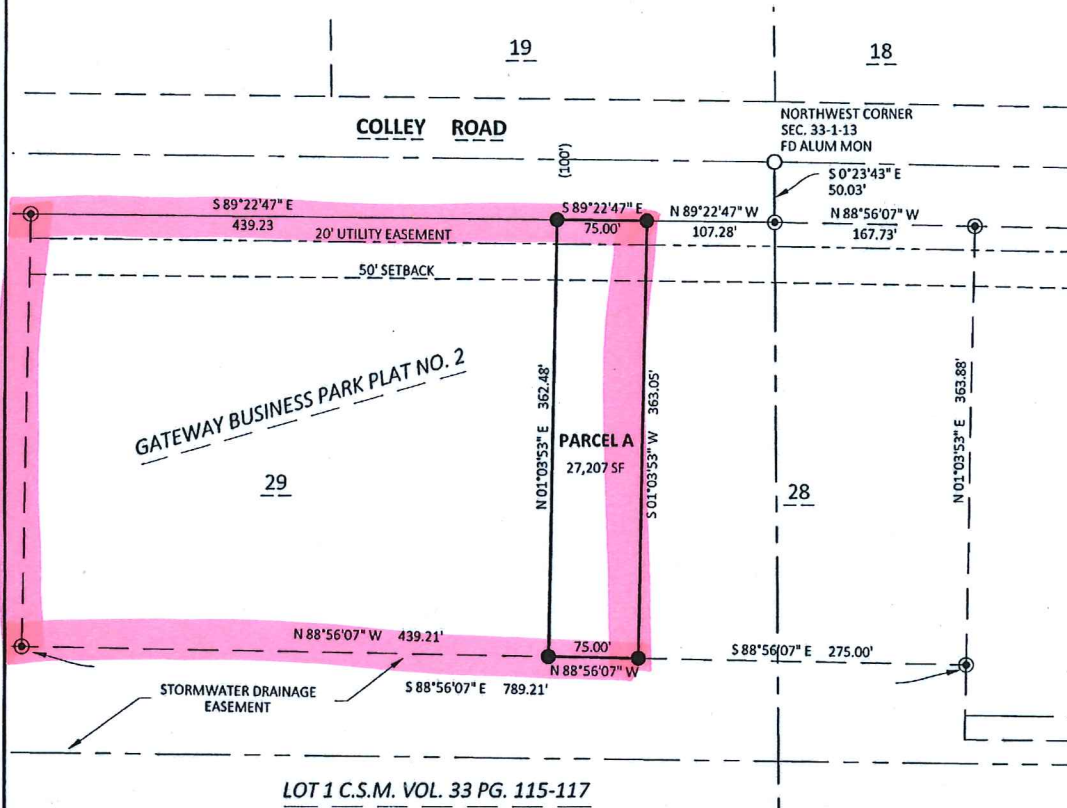
Legal Description: Lot 29 of the Gateway Business Park Plat No. 2 and the West 75 feet in equal width of Lot 28 of the Gateway Business Park Plat No. 2 in the City of Beloit, Recorded in Volume 32 of Plats on Page 760 as Document No. 1747898 in the Office of the Register of Deeds, Rock County, Wisconsin.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: Beginning at a set $\frac{3}{4}$ " iron rebar at the Northwest corner of Lot 28, aforesaid; thence South $89^{\circ} 22' 47''$ East 75.00 feet along the North line of said Lot 28 to a set $\frac{3}{4}$ " iron rebar; thence South $1^{\circ} 03' 53''$ West 363.05 feet to a set $\frac{3}{4}$ " iron rebar on the South line of said Lot 28; thence North $88^{\circ} 56' 07''$ West 75.00 feet to a set $\frac{3}{4}$ " iron rebar at the Southwest corner of said Lot 28; thence North $1^{\circ} 03' 53''$ East 362.48 feet to the place of beginning. Containing 27,070 square feet more or less.



PLAT OF SURVEY

OF THE WEST 75 FEET IN EQUAL WIDTH OF LOT 28 OF THE GATEWAY BUSINESS PARK PLAT NO. 2, CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN



THE WEST 75 FEET IN EQUAL WIDTH OF LOT 28 OF THE GATEWAY BUSINESS PARK PLAT NO. 2 IN THE CITY OF БЕЛОIT, RECORDED IN VOLUME 32 OF PLATS ON PAGE 760 AS DOCUMENT NO. 1747898 IN THE OFFICE OF THE REGISTER OF DEEDS, ROCK COUNTY, WISCONSIN

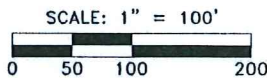
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
Beginning at a set 3/4" iron rebar at the Northwest corner of lot 28, aforesaid; thence South 89°22'47" East 75.00 feet along the North line of said Lot 28 to a set 3/4" iron rebar; thence South 1°03'53" West 363.05 feet to a set 3/4" iron rebar on the South line of said Lot 28; thence North 88°56'07" West 75.00 feet to a set 3/4" iron rebar at the Southwest corner of said Lot 28; thence North 1°03'53" East 362.48 feet to the place of beginning. Containing 27,070 square feet more or less.

NOTES:
THE PLAT OF SURVEY SHOWN HEREON IS FOR THE SALE OR EXCHANGE OF LAND. SPECIFICALLY, THE INTENT IS FOR (PARCEL A) TO BE COMBINED WITH LOT 29 OF THE GATEWAY BUSINESS PARK PLAT NO. 2
IT IS NOT THE INTENT OF THIS SURVEY TO CREATE ANY SEPARATE BUILDABLE LOT; PARCEL "A" CANNOT BE SOLD AS A SEPARATE BUILDING SITE.

NOTE: THE PLAT OF SURVEY SHOWN HEREON IS FOR THE SALE OR EXCHANGE OF LAND BETWEEN ADJOINING OWNERS. CITY OF БЕЛОIT SUBDIVISION ORDINANCE 12.01 (4) (c)

APPROVED THIS 21st DAY OF NOVEMBER, 2014 BY THE CITY OF БЕЛОIT, PLANNING AND BUILDING SERVICES

Draw Pennington
DIRECTOR OF PLANNING AND BUILDING SERVICES



BEARINGS BASED UPON THE NORTH LINE OF THE N.W. 1/4 OF SECTION 33, T. 1 N., R. 13 E. OF THE 4th P.M., RECORDED AS S 88°56'06" E WCCS - ROCK DATUM

MONUMENT KEY

- Iron Rebar Set
3/4" x 24" (1.5 Lbs./Ft.)
- 3/4" Iron Rebar Found
- (XXX') Recorded as Information



Jeffrey R. Garde
Jeffrey R. Garde, R.L.S.
Wisconsin Land Surveyor S-2766

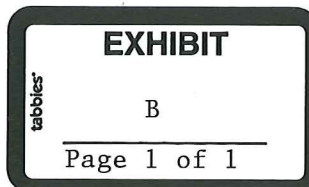
State of Wisconsin } ss
County of Rock

If the surveyor's signature is not red in color, the plan is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies.

I hereby certify that I have supervised the survey of the property described above and to the best my knowledge and belief, the plat drawn hereon correctly represents said survey and its location.

Given under my hand and seal this 21st day of November, 2014 at Beloit, Wisconsin.

Last day of field work October 25, 2014



Batterman
engineers surveyors planners



2857 Bartells Drive Beloit, Wisconsin 53511
608.365.4464 www.rhbatterman.com

ORDER NO. 31998
FOR: GATEWAY BUSINESS PARK
DATE: NOVEMBER 5, 2014
File Name: 31998-POS.dwg
Plotted on 11/5/2014 at 9:31:01 AM.



1 OF 1
 SHEET NO.
 KLOBUCAR CONSTRUCTION
 GATEWAY BUSINESS PARK
 COLLEY ROAD
 CITY OF BELoit, WISCONSIN
 32013-KLOBUCAR COLLEY RD SITE DESIGN.DWG

SOIL BORING EXHIBIT

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

DESIGNED BY:	ES	_____
DRAWN BY:	ES	_____
CHECKED BY:	FMA	_____
APPROVED BY:	_____	_____
DATE:	1/2/25	_____

Batterman
 engineers surveyors planners

EXHIBIT
 C
 Page 1 of 1

October 20, 2014

Joseph A. Tarquini, President
Chicago Fittings Corporation
756 Landmark Drive
Belvidere, IL 61008

Dear Mr. Tarquini:

Thank you for the opportunity to review your proposed project. Based upon the information provided to my staff, it is my understanding that Chicago Fittings Corporation is proposing to invest approximately \$2,360,000 to construct, equip and relocate to a new facility and will create up to twenty-five (25) new full-time positions with an average wage of \$21.69 per hour in Beloit, Wisconsin.

This letter of intent is not a binding contract and it does not detail the specific, final terms of an agreement between WEDC and Chicago Fittings Corporation. This letter of intent is a contingent proposal and a commitment to work with your business toward execution of a final assistance agreement based on the framework outlined here.

As this is a collaborative project between WEDC and Chicago Fittings Corporation, public announcements about the Project must be coordinated before being released. Contacts regarding such announcements should be directed to Mark Maley, WEDC's communications manager, at 608-210-6767.

To assist with this project, the Wisconsin Economic Development Corporation (WEDC) proposes to provide the following:

I. JOBS TAX CREDITS

- a. **RECIPIENT:** Chicago Fittings Corporation
- b. **AMOUNT:** The WEDC will designate Chicago Fittings Corporation in Beloit, Wisconsin under the Jobs Tax Credit Program. Upon designation, Chicago Fittings Corporation would be certified as eligible for state income tax credits of up to One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00).
- c. **USE:** To facilitate the creation of Twenty-Five (25) new full-time positions paying an average wage of at least \$21.69 per hour and to facilitate total investment of Two Million Three Hundred Sixty Thousand and 00/100 Dollars (\$2,360,000.00) in Beloit, Wisconsin. Please note that as part of the contracting process, WEDC staff will establish the baseline for determining job creation by reviewing Chicago Fittings Corporation's payroll for 12 months immediately preceding the company's January 1, 2015 certification date.



EXHIBIT

D

Page 1 of 5

- d. **CONDITIONS:** Except as mutually agreed upon, job creation tax credits of up to One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00) may be distributed in accordance with the schedule set forth in Exhibit A.

Please note that the actual amount of tax credits that Chicago Fittings Corporation will be able to claim is dependent upon meeting certain employment and wage levels.

- e. **TERM:** Jobs Tax Credits can be earned over a period of 48 consecutive months, commencing on January 1, 2015.
- f. **ELIGIBILITY:** Jobs Tax Credits are refundable. Credits earned by Chicago fittings Corporation will first be applied to any existing Wisconsin state income tax for which Chicago Fittings Corporation is liable in the applicable year. In any year in which tax credits exceed Chicago Fittings Corporation's Wisconsin state income tax liability, the balance shall be refunded. Partnerships, LLCs treated as partnerships and tax-option corporations cannot claim the credit, but the credit attributable to the entity's business operations passes through to the partners, members or shareholders.

II. **OTHER CONDITIONS:**

The contingent offer outlined in this letter is subject to several conditions, including:

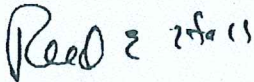
- (1.) Execution of a final tax credit contract.
- (2.) Chicago Fittings Corporation must execute and deliver all other documents and information required by WEDC.
- (3.) Pursuant to Wis. Stat. § 238.12(2), Chicago Fittings Corporation agrees that the Project will not be relocated outside of Wisconsin for a minimum of five years from the date of this award.
- (4.) There must not be any material change in the Project.
- (5.) WEDC may impose job creation, job retention, capital investment, or other thresholds and requirements for Chicago Fittings Corporation's eligibility for the tax credits.
- (6.) The final tax credit contract contemplated by this letter of intent must be executed by January 20, 2015, unless WEDC and Chicago Fittings Corporation agree to extend this deadline. Unless otherwise agreed to, should WEDC and Chicago Fittings Corporation fail to execute a contract by January 20, 2015, the offer outlined in this proposal will automatically expire with no further notice required to Chicago Fittings Corporation.

III. **DEFINITIONS:** For purposes of this document and future documents:

The term "full-time position" means any regular, full-time position where an employee is required, as a condition of employment, to work at least 40 hours per week and at least 2,080 hours per year, including paid leave and holidays, and for which the employee receives annual pay that is equal to at least \$30,000.

In closing, WEDC is firmly committed to doing everything possible to expedite the processing and awarding of this incentive award. Should you have any questions about WEDC's proposal, please contact Regional Account Manager Mary Gage at 608-210-6750.

Sincerely,



Reed E. Hall
SECRETARY/CHIEF EXECUTIVE OFFICER

RH:jar

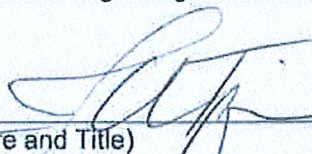
cc: Mary Gage, WEDC Regional Account Manager

ACCEPTANCE OF THE PROPOSAL:

This letter of intent represents the extent of WEDC's participation in the project. The letter can be accepted by signing below and returning to WEDC by email at contracts@WEDC.org. The terms outlined in this letter of intent expire at 5:00 pm CST on November 20, 2014.

I have read and accept the proposal outlined in WEDC's letter of intent. Chicago Fittings Corporation agrees to move forward in good faith toward negotiations on the terms of and executing a final tax credit contract based on the framework outlined in this letter of intent. I understand the specific provisions of this letter are not binding upon WEDC or Chicago Fittings Corporation and that WEDC may withdraw this offer at any point for any reason.

Chicago Fittings Corporation agrees to consult with WEDC before making any public announcement regarding the award.

 - PRESIDENT

(Signature and Title)

JOSEPH A. TARQUINI - PRESIDENT

(Type or Print Name and Title Signed Above)

11/20/14

(Date)

(SEE ATTACHED
EXTENSION)

EXHIBIT A

	Minimum New Full-Time Jobs to Qualify	Payroll Credits	Cumulative Total
1/1/15 – 12/31/15	8	\$8,000	\$8,000
1/1/16 – 12/31/16	9	\$59,000	\$67,000
1/1/17 – 12/31/17	11	\$66,000	\$133,000
1/1/18 – 12/31/18	14	\$42,000	\$175,000
TOTAL	14	\$175,000	\$175,000

Joe Tarquini

From: Mary Gage <mary.gage@wedc.org>
Sent: Tuesday, November 18, 2014 5:12 PM
To: Joe Tarquini
Subject: WEDC Letter of Intent extension 11-18-14

Hi Joe:

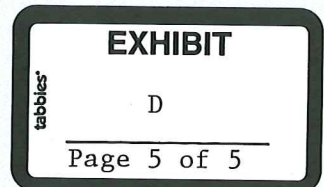
Thank you for the call today. Please accept this email as confirmation of the extension of your Letter of Intent due date from November 20, 2014 to December 4, 2014. I will work with our underwriting team to make sure we calculate the jobs and earnings with the appropriate timing and get back to you.

Thanks again.

Mary Gage, CEcD
Regional Account Manager
Wisconsin Economic Development Corporation
201 W. Washington Avenue
Madison, WI 53703

Ph: 608.210.6750

Website: <http://inwisconsin.com>
Twitter: [http://twitter.com/ InWisconsin](http://twitter.com/InWisconsin)
Newsletters: <http://inwisconsin.com/subscribe/>



LEASE AGREEMENT

This lease agreement is entered into on _____, between **Josie Enterprises, LLC**, a limited liability company organized and existing under the laws of the State of Illinois, with its principal office at 7272 Port Moresby Drive, Rockford, Winnebago County, Illinois, referred to as "lessor," and **Chicago Fittings Corporation**, of 3170 Colley Road, Beloit, Rock County, Wisconsin, Illinois, referred to as "lessee"

SECTION ONE

Premises

A. Lessor leases to lessee and lessee leases from lessor for the term, at the rental, and upon all the conditions set forth in this lease agreement, the land and commercial/manufacturing building located at 3170 Colley Road, Beloit, Rock County, Wisconsin, and more particularly described as follows:

Lot 29 and the West 75 feet of 3170 Colley Road, and Lot 28 Gateway Business Park Plat #2, Beloit, Rock County, Wisconsin.

B. The above-described real property and the building and other improvements are referred to as the "premises."

C. The agreed floor area of the demised premises is approximately 30,720 square feet, which comprises 3,840 square feet of office space and 26,880 square feet of warehouse space. The agreed total leaseable floor area in the building is approximately 30,720 square feet.

SECTION TWO

Term

The term of this lease agreement shall commence on November 1, 2015 and shall continue for twenty (20) years unless sooner terminated pursuant to the provisions of this lease agreement.

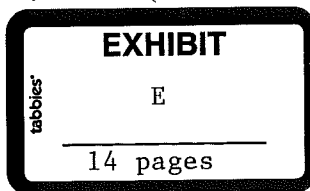
SECTION THREE

Rent

A. Lessee shall pay to lessor as rent for the demised premises monthly installments of \$12,000.00, in advance, on the first day of each month.

B. Rent for any period that is for less than one month shall be a pro rata portion of the monthly installment.

C. Rental shall be payable without notice or demand and without deduction, offset, or abatement to lessor at 7272 Port Moresby Drive, Rockford, Illinois (or to such other persons or at such other places as lessor may designate in writing).



SECTION FOUR
Additional Charges

In addition to the net rent specified in Section Three, lessee shall pay all other costs and expenses in connection with the operation of the premises, including, but not limited to, liens, charges, utilities, assessments, insurance premiums, management fees, operating charges, and maintenance charges. With respect to any such charges or expenses that are charged against the building or premises as a whole, lessee shall pay, upon demand, lessee's proportionate share of those items.

SECTION FIVE
Late Charges

If any payment required under this lease agreement is not paid when due, there shall be added as additional rent the sum of five percent (5%) of the delinquent payment for each month or portion of a month after the date it was due, plus all of the reasonable attorney fees and costs, if any, incurred by lessor in connection with the delinquent payment.

SECTION SIX
Use

A. The demised premises shall be used and occupied only for general office, warehouse, distribution, manufacturing, and related activities and shall not be used for any other purpose without the prior, express, and written consent of lessor.

B. No act shall be done in or about the demised premises that is unlawful or that will increase the rate of insurance on the building.

C. Lessee will not commit or allow to be committed any waste on the premises, or any public or private nuisance or other thing that disturbs the quiet enjoyment of any other tenant in the building.

D. Lessee shall comply with all laws relating to the use of the premises and shall observe such reasonable rules and regulations as may be adopted and published by lessor for the safety, care, and cleanliness of not only the demised premises but also of the premises and the building, and for the preservation of good order in the building.

E. If lessee fails to comply with the requirements of this section, then lessor shall be entitled to pursue any of the remedies provided in this lease agreement.

SECTION SEVEN
Lessor's Obligation to Repair

A. Subject to the provisions of Section Sixteen of this lease agreement, and except for damage caused by the negligence or intentional act or omission of lessee, lessee's agents,

employees, contractors, invitees, or licensees, lessor, at lessor's expense, shall keep in good order and condition and make structural repairs to the perimeter walls (excluding plate glass, windows, and doors), roof, bearing structure, and foundation of the building, provided that any such repair necessitated by fire or other casualty shall be made only in accordance with the provisions set forth in Section Sixteen of this lease agreement.

B. It is specifically agreed that lessor will not be required to make any repairs necessitated by reason of the negligence or default of lessee, or lessee's employees, agents, or licensees.

C. For the purposes of this section, the words "structure" or "structural" shall refer only to a supporting member or members of the roof including the joists, rafters, columns, beams, or girders of the roof, but shall not include roof coverings, including, but not limited to, sheeting, roof boards, plate studs, sheathing, shingles, shakes, asphalt, gravel, flashing, fastenings, and similar materials.

D. Lessor shall have no obligation to make repairs under this section until a reasonable time after receipt of written notice of the need for such repairs.

SECTION EIGHT Lessee's Maintenance and Repair Obligations

A. Subject to the provisions of Sections Seven and Sixteen, lessee, at lessee's expense, shall keep every part of the demised premises in good repair, including, but not limited to, air conditioning equipment or any components of such equipment, plumbing, and any mechanical or electrical apparatus.

B. At the expiration or termination of this lease agreement, lessee shall surrender the demised premises to lessor in as good condition as when received by lessee from lessor or as subsequently improved, reasonable use and wear excepted.

C. Lessee shall repair any damage to the demised premises or to the building occasioned by lessee's use of the premises, or by the removal of lessee's trade fixtures, furnishings, and equipment, which repair shall include the patching and filling of holes and repair of structural damage.

SECTION NINE Lessee's Failure to Repair and Maintain

If lessee fails to perform its obligations to repair and maintain the demised premises, lessor may at its option (but shall not be required to do so) enter upon the demised premises, after ninety (90) days' prior written notice to lessee, and put the demised premises in condition, or otherwise cure the default. The cost of any such action, plus ten percent (10%) of such cost, shall become due and payable as additional rent by lessee to lessor with lessee's next rental installment.

SECTION TEN
Alterations and Additions

A. Lessee shall not, without lessor's prior, express, and written consent, make any alterations, additions, or improvements to the demised premises. As a condition to giving such consent, lessor may require that lessee remove any such alterations, additions, or improvements at the expiration of the term and restore the premises to their prior condition.

B. Lessee shall not permit any mechanics' or material suppliers' liens to be filed against the premises, and shall hold lessor harmless from any damage, loss, or expense arising out of any such work in, on, or about the premises.

C. All alterations, improvements, and additions on and to the demised premises by lessee shall be done in compliance with all applicable governmental codes and regulations.

D. At the option of lessor, all alterations, improvements, or additions that may be made on or to the demised premises shall become the property of lessor and remain upon and be surrendered with the demised premises at the expiration of the term of this lease agreement, provided, however, that lessor may not be entitled to such alterations, improvements, or additions unless lessor had advised lessee that lessor was exercising that option prior to lessee's committing to the making of the alteration, improvement, or addition.

E. Lessee's machinery, equipment, and trade fixtures, other than that which is affixed to the demised premises so that it cannot be removed without material damage to the demised premises, shall remain the property of lessee and may be removed by lessee subject to the provisions set forth in Section Eight of this lease agreement.

SECTION ELEVEN
Liability Insurance

A. Lessee shall maintain in force during the term of this lease agreement a policy of comprehensive public liability insurance insuring lessee against any liability, including, but not limited to, damage to other parts of the building, arising out of the ownership, use, occupancy, or maintenance of the demised premises and all areas appurtenant to the demised premises. Lessee must carry a minimum of \$_____ legal liability and \$_____ comprehensive general liability. The limits of such insurance, however, shall not limit the liability of lessee under this lease agreement.

B. The policies of insurance required under this section shall name lessor and lessor's agents as additional insureds and shall provide that they may not be canceled without thirty (30) days' prior written notice to lessor.

C. Lessor shall be furnished with a certificate evidencing issuance of the policy of liability insurance and such certificate shall recite that the policy may not be canceled without thirty (30) days' prior written notice to lessor.

D. If lessee shall fail to maintain the insurance required under this section, lessor may, but shall not be required to, procure and maintain such insurance at the sole expense of lessee.

SECTION TWELVE Property Insurance

A. Lessor shall maintain in force during the term of this lease agreement a policy of insurance issued by a company authorized to engage in the insurance business in the State of Wisconsin, insuring the building for an amount not less than one hundred percent (100%) of its value against damage or destruction by fire and by perils covered by the standard form of extended coverage endorsements to fire insurance policies in the State of Wisconsin in effect at the time that the policies are obtained. The policies of insurance shall also cover loss of income due to business interruption.

B. Lessee shall pay lessee's proportionate share of the premiums on the policies of insurance required under this section. Lessee's share shall be an amount that bears the same ratio to the charge or expense that the floor area of the demised premises bears to the leaseable floor of the demised premises of the building or buildings covered by the policy.

SECTION THIRTEEN Waiver of Subrogation

Lessee and lessor each waives any and all rights of recovery against the other, or against the officers, employees, agents, and representatives of the other for loss of or damage to such waiving party or its property or the property of others under its control for the loss or damages insured against under any insurance policy in force at the time of the loss or damage.

SECTION FOURTEEN Indemnification

A. Lessee shall indemnify, defend, and hold lessor harmless from and against any claim arising from lessee's use of the premises or from the conduct of its business or from any activity, work, or thing that may be permitted by lessee in or about the premises. Lessee shall also indemnify, defend, and hold lessor harmless from and against any claim arising from any breach or default in the performance of any obligation on lessee's part to be performed under the provisions of this lease agreement or arising from any negligence of lessee or any of its agents, contractors, employees, or invitees and from any and all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought on any such claim.

B. Lessor shall indemnify, defend, and hold lessee harmless from any claim arising from lessor's ownership or use of the premises or from the conduct of lessor or from any activity,

work, or thing that may be permitted by lessor, its agents and subcontractors in or about the premises. Lessor shall also indemnify, defend, and hold lessee harmless from and against any claim arising from any breach or default in the performance of any obligations on lessor's part to be performed under the provisions of this lease agreement or arising from any negligence of lessor or any of its agents, contractors, employees, or invitees and from any and all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought on any such claim, subject to the provisions of Section Fifteen of this lease agreement.

SECTION FIFTEEN
Exemption of Lessor From Liability

A. Lessor shall not be liable for injury to lessee's business or any loss of income from such business or for damage to the goods, wares, merchandise, or other property of lessee, lessee's employees, invitees, customers, agents, contractors, or any other person in or about the premises. Unless caused by its negligence, lessor shall also not be liable for injury to the person of lessee, lessee's employees, agents, contractors, or invitees, whether the damage or injury results from conditions arising on the demised premises or on other parts of the building where the demised premises are located, or from other sources or places.

B. Lessor shall not be liable to lessee for any damages arising from any act or neglect of any other tenant, if any, of the building in which the demised premises are located.

SECTION SIXTEEN
Damage or Destruction

A. In the event the premises are damaged to such an extent as to render them untenable in whole or in substantial part, or are destroyed, it shall be optional with lessor to repair or rebuild them.

B. On the happening of any such damage or destruction, lessee shall give lessor or lessor's agent immediate written notice.

C. Lessor shall have not more than sixty (60) days after the date of such notification to notify lessee in writing of lessor's intention to repair or to rebuild the premises, or the part so damaged. If lessor elects to repair or rebuild the premises, lessor shall prosecute the work of repairing or rebuilding without unnecessary delay. During such period, the rent of the premises shall be abated in the same ratio that the part of the premises rendered for the time being unfit for occupancy shall bear to the whole of the demised premises.

D. If lessor shall fail to give the notice specified above, lessee shall have the right to declare this lease agreement terminated by written notice to lessor.

E. In the event the building in which the demised premises are located shall be damaged

(even though the demised premises shall not be damaged) to such extent that in the opinion of lessor it shall not be practicable to repair or rebuild, or is destroyed, then it shall be optional with lessor to terminate this lease agreement by written notice served on lessee within sixty (60) days after the damage or destruction.

SECTION SEVENTEEN
Advertising and Windows

A. Lessee shall not inscribe any inscription or post, place, or in any manner display any sign, notice, picture, placard, or poster, or any advertising matter anywhere in or about the demised premises or the building at places visible (either directly or indirectly as an outline or shadow on a glass pane) from anywhere outside the demised premises without first obtaining lessor's written consent. Any such consent by lessor shall be on the understanding and condition that lessee will remove the item at the expiration or sooner termination of this lease agreement and that lessee shall repair any damage to the demised premises or to the building caused by removal.

B. Lessee shall use window coverings that conform to standards set by lessor, which standards shall not be unreasonable.

SECTION EIGHTEEN
Liens and Insolvency

A. Lessee shall keep the demised premises and the building free from any liens arising out of any work performed, materials ordered, or obligations incurred by lessee.

B. Lessee shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature on, or in any manner bind, the interest of lessor in the premises or to charge the rentals payable under this lease agreement for any claim in favor of any person dealing with lessee, including those who may furnish materials or perform labor for any construction or repairs. Each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to lessee under this lease agreement.

SECTION NINETEEN
Defaults

A. Time is of the essence of this lease agreement.

B. If lessee shall violate or fail to keep or perform any covenant, agreement, term, or condition of this lease agreement at the time designated, or if lessee is in default or violation of a term of this lease agreement for which no specific time is designated and the default or violation shall continue or shall not be remedied within fifteen (15) days after notice in writing is given by lessor to lessee specifying the matter claimed to be in default, or if lessee receives such notice

and cures a default and then commits the same default within the next six (6) months, then lessor, at its option, may immediately declare lessee's rights under this lease agreement terminated. Lessor may then reenter the demised premises, using such force as may be necessary, and repossess the demised premises, and remove all persons and property from the demised premises.

C. With respect to any default that cannot be cured within fifteen (15) days, however, lessor shall not terminate this lease agreement if lessee within the fifteen (15)-day period takes all necessary steps to cure the default and then continuously exercises due diligence to cure the default.

D. In addition to curing any default, lessee shall also reimburse lessor for any costs incurred by lessor in connection with the giving of notice of default and the reinstatement of this lease agreement, including, but not limited to, reasonable attorney fees. The amount of such costs shall be billed to lessee and shall become due and payable as additional rent to lessor together with lessee's next rental installment.

E. In spite of any reentry pursuant to the provisions of this section, the liability of lessee for the full rental provided for in this lease agreement shall not be extinguished for the balance of the term. Lessee shall make good to lessor any deficiency arising from a reletting of the demised premises at a lesser rental, plus the costs and expenses of renovating or altering the demised premises, costs and expenses of reletting the demised premises, and reasonable attorney fees and costs incurred in terminating this lease agreement and securing a new tenant. Lessee shall pay any such deficiency each month as the amount of the deficiency is ascertained by lessor.

SECTION TWENTY Priority

A. Lessee agrees that this lease agreement shall be subordinate to any mortgages or deeds of trust now or at any time in the future constituting a lien upon the demised premises or the building containing the demised premises, and to any and all advances to be made under such mortgages or deeds of trust, and to the interest on such advances, and all renewals, replacements, and extensions of such mortgages or deeds of trust; provided, however, that the mortgagees or the beneficiaries named in the deeds of trust shall agree to recognize this lease agreement in the event of foreclosure if lessee is not in default under this lease agreement and if lessee attorns to the mortgagees or beneficiaries.

B. Within fifteen (15) days after written request from lessor, lessee shall execute any documents that may be reasonably necessary or desirable to effectuate the subordination of this lease agreement to any such mortgages or deeds of trust and shall execute estoppel certificates as requested by lessor in the standard form of any such mortgagee or beneficiary.

SECTION TWENTY-ONE
Nonwaiver

A. Waiver by either party of any breach of any term, covenant, or condition in this lease agreement shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant, or condition contained in this lease agreement.

B. The subsequent acceptance of rent under this lease agreement by lessor shall not be deemed to be a waiver of any preceding breach by lessee of any term, covenant, or condition of this lease agreement, other than the failure of lessee to pay the particular rental so accepted, regardless of lessor's knowledge of the preceding breach at the time of accepting rent.

SECTION TWENTY-TWO
Surrender of Possession

Upon expiration of the term of this lease agreement, whether by lapse of time or otherwise, lessee shall promptly and peacefully surrender the demised premises to lessor.

SECTION TWENTY-THREE
Holding Over

If lessee shall, with the written consent of lessor, hold over after the expiration of the term of this lease agreement, the tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of _____. During such tenancy, lessee agrees to pay lessor the same rate of rental as set forth in this lease agreement, unless a different rate shall be agreed upon, and to be bound by all of the terms, covenants, and conditions specified in this lease agreement, so far as applicable.

SECTION TWENTY-FOUR
Condemnation

A. If all of the demised premises or any portion of the building as may be required for the reasonable use of the demised premises shall be taken by eminent domain (or by a voluntary conveyance made in lieu of a taking by eminent domain), this lease agreement shall terminate automatically as of the date lessee is required to vacate or will be deprived of the reasonable use of the demised premises and all rentals shall be paid to that date.

B. In the event of a taking of a part of the demised premises, lessee may, at its election, terminate this lease agreement by notice in writing to lessor within _____ [number] days after the receipt by lessee of written notice of the proposed taking. Any such notice by lessee to lessor shall be effective on a date that shall be specified by lessee in the notice, but shall be no later than _____ [number] days after the date of the giving of notice. If, within such

_____ *[number]*-day period, lessee does not exercise its right to terminate this lease agreement because of a taking of part of the demised premises, then this lease agreement shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the demised premises is reduced, such rent reduction to be effective as of the date that possession of such part is delivered to the condemning authority.

C. Lessor reserves all rights to damages to the demised premises for any taking by eminent domain, and lessee assigns to lessor any right lessee may have to such damages or award. Lessee shall make no claim against lessor for damages for termination of the leasehold interest or for interference with lessee's business. Lessee shall have the right, however, to claim and to recover from the condemning authority compensation for any loss to which lessee may incur for lessee's moving expenses and for the interruption of or damage to lessee's business, provided, however, that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by lessor.

SECTION TWENTY-FIVE Notices

A. All notices, demands, or other writings required by this lease agreement, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified or registered and postage prepaid, and addressed as follows:

To lessor: 7272 Port Moresby Drive, Rockford, Illinois
To lessee: 3170 Colley Road, Beloit, Wisconsin

B. The address to which any notice, demand, or other writing may be sent to any party as above provided may be changed by written notice given by such party as provided above.

SECTION TWENTY-SIX Attorney Fees

In the event that any action is filed in relation to this lease agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

SECTION TWENTY-SEVEN Paragraph Headings

The titles to the paragraphs of this lease agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this lease agreement.

SECTION TWENTY-EIGHT
Lessor's Consent

Whenever lessor's consent is required under the terms of this lease agreement, such consent shall not be withheld unreasonably.

SECTION TWENTY-NINE
Assignment and Subletting

Lessee shall not assign this lease agreement nor sublet the whole or any part of the demised premises without first obtaining lessor's written consent.

SECTION THIRTY
Removal of Property

A. If lessee shall fail to remove any of its property of any nature from the demised premises or the building at the termination of this lease agreement, or when lessor has the right of reentry, then lessor may, at its option, remove and store such property without liability for loss of or damage to such property, such storage to be for the account and at the expense of lessee.

B. In the event lessee shall not pay the cost of storing any such property after it has been stored for a period of sixty (60) days or more, lessor may, at its option, sell, or permit to be sold, any or all of the property at public or private sale, in such manner and at such times and places as lessor in its sole discretion may deem proper, without notice to lessee, and shall apply the proceeds of the sale as follows: first, to the cost and expense of the sale, including reasonable attorney fees actually incurred; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money that may then be or subsequently become due lessor from lessee under any of the terms of this lease agreement; and fourth, the balance, if any, to lessee.

SECTION THIRTY-ONE
Binding Effect

This lease agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

SECTION THIRTY-TWO
Lessor's Access

A. Lessor and its agents shall have the right to enter the premises at reasonable times for the purpose of inspecting them, showing them to prospective purchasers or lenders, and making such repairs as lessor may deem necessary or desirable.

B. Lessor may at any time place on or about the premises any ordinary "for sale" signs, and may, during the last one hundred eighty (180) days of the term, place on or about the premises any ordinary "for sale or lease" signs, without rebate of rent or liability to lessee.

SECTION THIRTY-THREE Utilities

If lessor reasonably determines at any time that lessee's use of heat, light, water, sewer, or other public utilities that are not metered or charged separately for the demised premises is substantially in excess of the average use of other tenants, then lessor shall have the right to either require lessee, at its expense, to install a separate meter, or allocate to lessee, based upon any reasonable estimation or formulae determined by lessor, more than lessee's pro rata share under Section Four of this lease agreement.

SECTION THIRTY-FOUR Acceptance of Premises

A. Lessee accepts the demised premises "as is" and in their present condition and subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of the premises, and accepts this lease agreement subject to such laws, ordinances and regulations.

B. Lessee acknowledges that neither lessor nor lessor's agents have made any representation or warranty as to the suitability of the premises for the conduct of lessee's business.

SECTION THIRTY-FIVE Option to Renew

A. Lessor grants lessee an option to extend the terms of this lease agreement for a period of five (5) years.

B. The option to renew under this section is expressly conditional on lessee's being then in full and faithful compliance with each and every of its obligations contained in this lease agreement.

C. To exercise the option, lessee shall give written notice of the exercise to lessor by May 1, 2035. Lessor shall be under no obligation to notify lessee of this deadline.

D. Lessor agrees to advise lessee in writing by June 1, 2035 of lessor's then-current market rate for space similar to the demised premises, if so requested by lessee.

E. Lessee agrees that time is of the essence in the exercise of the option. If the option is not

exercised in accordance with the deadline provided in this section, it shall terminate.

F. If lessee properly exercises the option to renew, lessee shall then be bound to lease the premises for the renewal term, during which renewal term each provision of this lease agreement shall remain unchanged and in full force and effect except the base rent as set forth in Section Three.

G. The base rent shall be adjusted as of the first day of the renewal term to the then market rate unless the base rent as of such date is higher than the market rate, in which event the base rent shall remain unchanged. The market rate for the premises shall be specified by lessor and shall be the then current base rate being offered by lessor for space in the building, adjusted to reflect the location of the premises in the building versus the location of other space recently let by lessor. Lessor shall notify lessee in writing of the market rate within thirty (30) days of lessee's exercising the option to renew.

H. If lessee disagrees with the market rate specified by lessor pursuant to this section, lessee shall notify lessor immediately and lessor and lessee shall meet as soon as possible in a good faith effort to resolve their disagreement.

I. If the parties are still in disagreement ninety (90) days prior to the expiration of the term of this lease agreement, lessor and lessee shall each immediately choose an appraiser familiar with the rental rates for similar type of space and each appraiser shall determine the market rate for the premises. If the two appraisers agree on the rental rate, the rate shall be the market rate and shall be binding on both lessor and lessee. If the two appraisers do not agree on the market rate, they shall select a third appraiser who shall then determine which of the two appraisals of market rate is closer to what _____ [he or she] believes to be the market rate and that rate shall be binding on lessor and lessee.

J. Until the market rate is determined as provided in this section, lessee shall pay rent based on the market rate specified by lessor. If the market rate is subsequently determined to be different than the market rate specified by lessor, lessor or lessee, as the case may be, shall reimburse the other for the difference.

K. All appraisal fees incurred pursuant to this section shall be paid one-half by lessor and one-half by lessee.

SECTION THIRTY-SIX

Entire Agreement

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement.

SECTION THIRTY-SEVEN
Modification of Agreement

Any modification of this lease agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION THIRTY-EIGHT
Governing Law

It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.

SECTION THIRTY-NINE
Arbitration of Disputes

All disputes, claims, and questions regarding the rights and obligations of the parties under the terms of this lease agreement are subject to arbitration. Either party may make a demand for arbitration by filing the demand in writing with the other party within thirty (30) days after the dispute first arises. Arbitration shall be conducted by three arbitrators acting under the rules of commercial arbitration of the American Arbitration Association.

SECTION FORTY
Counterparts

This lease agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

In witness, each party to this agreement has caused it to be executed at Beloit Wisconsin on the date indicated below.

Dated:

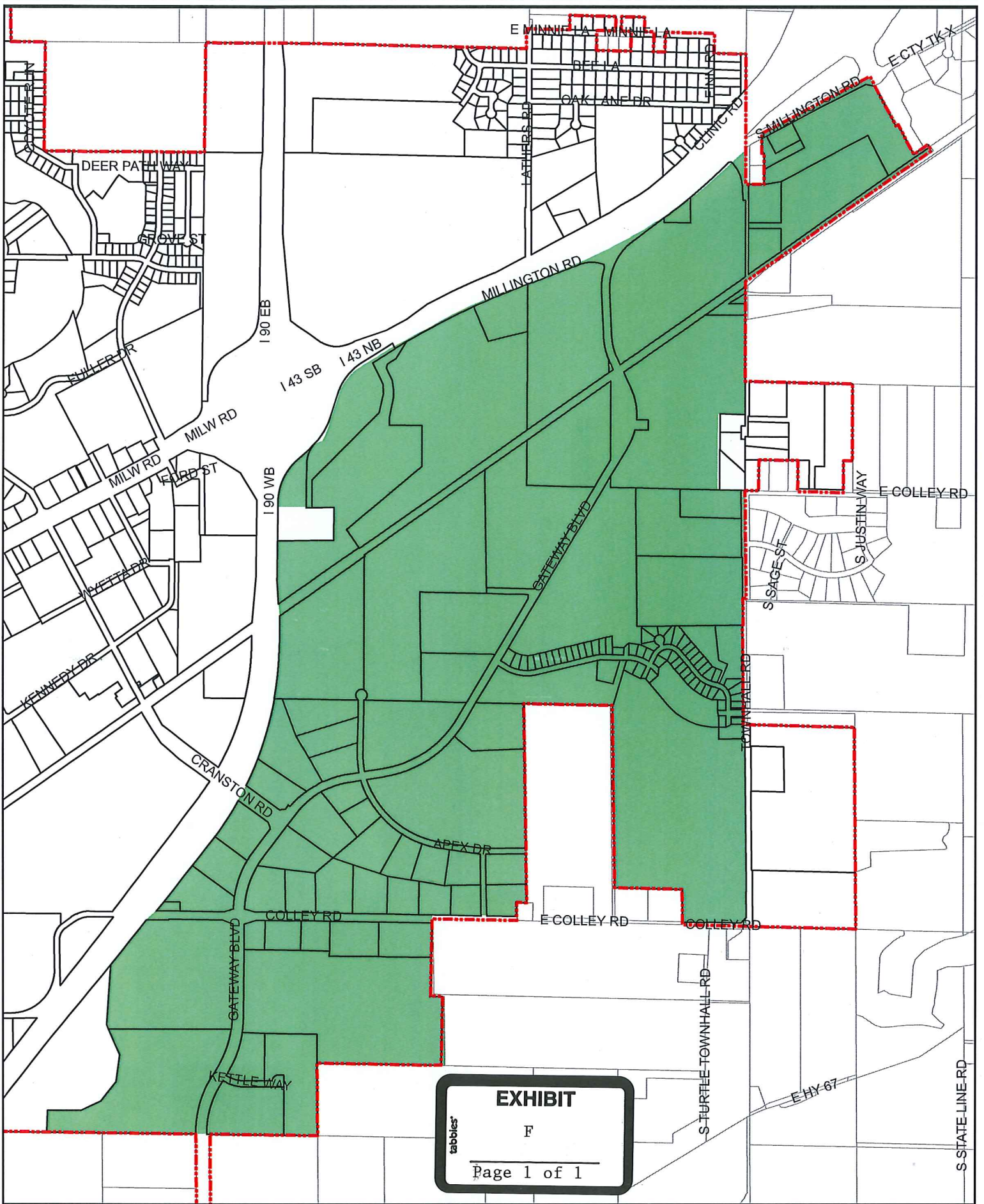


EXHIBIT
 F
 Page 1 of 1

- City Limits
- TID 10

Tax Incremental District 10



**RESOLUTION
AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND
CONTINGENCY RESERVE ACCOUNT AND A SUPPLEMENTAL APPROPRIATION
TO THE GENERAL FUND**

WHEREAS, the City of Beloit adopted the 2014 Operating Budget on November 4, 2013, which appropriated funds for the operating costs of the Public Works Department; and

WHEREAS, during fiscal year 2014, unanticipated expenditures that were not budgeted have occurred in the operation of this department due to snow and ice removal costs; and

WHEREAS, the Budget for fiscal year 2014 provides funding for such unanticipated expenditures through a \$200,000 general fund contingency reserve account; and

WHEREAS, the balance in the contingency reserve account can provide funding needed for these unanticipated expenditures, and a budget adjustment is recommended to transfer these contingency funds to the Public Works Department budget; and

WHEREAS, because the contingency reserve may not be adequate to accommodate the unanticipated expenditures, a supplemental appropriation of \$100,000 to the Public Works Department from the unrestricted fund balance is recommended.

NOW, THEREFORE, BE IT RESOLVED that the 2014 Annual Operating Budget be amended to provide funding for unanticipated expenses due to the costs associated with snow and ice removal.

BE IT FURTHER RESOLVED that a supplement appropriation from the General Fund Balance and the transfer of funds from the General Fund Contingency Reserve Account is authorized as follows:

FUNDING SOURCES:

01611901-5244	General Fund Contingency Reserve	\$200,000
01611998-4999	General Fund Balance	\$100,000
Total		<u>\$300,000</u>

EXPENDITURES:

<u>Snow & Ice Removal</u>		<u>Original Budget</u>	<u>Amended Budget</u>	<u>Difference</u>
01707273-5150	Overtime	\$76,530	\$276,530	\$200,000
01707273-5211	Vehicle Equip.	\$221,010	\$321,010	\$100,000
Total				<u>\$300,000</u>

Adopted this 15th day of December 2014

Mark Spreitzer, City Council President

ATTEST:

Rebecca Houseman LeMire, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Transfer of funds from the General Fund Contingency Reserve & Supplemental General Fund Appropriation

Date: December 15, 2014

Presenter(s): Eric R. Miller, Finance and Administrative Services Director

Department(s): Finance and Administrative Services

Overview/Background Information: Each year the city includes in its general fund budget a contingency reserve to provide funding for emergencies and unanticipated expenses. The 2014 budget includes \$200,000 for such purposes. During 2014, unanticipated expenditures in the Public Works Department related to snow and ice removal have occurred. In the Snow and Ice Removal budget, the costs related to the extreme amount and frequency of snow events is estimated to exceed the original budgeted amount by \$300,000. Therefore, a \$100,000 supplemental appropriation from the General Fund Balance to the Public Works Department is being recommended. It should be noted that if there are no significant snow events for the remaining portion of the year then the unused supplemental appropriation will just be absorbed back into the General Fund Balance at the end of the year.

Key Issues (maximum of 5):

1. As part of the approved 2014 General Fund Budget, a contingency reserve account in the amount of \$200,000 was established to fund emergencies and unanticipated expenses.
2. The Public Works department has incurred unanticipated expenditures during the year for equipment and overtime related to snow and ice removal which is projected to exceed budget by \$300,000.
3. A supplemental appropriation of \$100,000 is being requested to fund the Public Works Department for anticipated snow and ice removal efforts.

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

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 the transfer of \$200,000 from the general fund contingency reserve to the snow and ice budget, and recommends a supplemental appropriation from the General Fund Balance of \$100,000 to the Public Works Department for addition anticipated expenses related to snow and ice removal.

Fiscal Note/Budget Impact: The General Fund contingency reserve account is included in the annual budget for the purpose of funding unanticipated expenditures that occur during the year. There is no fiscal impact on the overall budget for this transfer. The supplemental appropriate will reduce the City's Unrestricted Fund Balance by \$100,000. However, if the fund balance is not used it will be absorbed back into the General Fund Balance at the end of the year.