



NOTICE AND AGENDA Special Meeting of the Beloit City Council

Monday, March 23, 2015 – 6:30 p.m.
The Forum
100 State Street
Beloit, WI 53511

NOTICE IS HEREBY GIVEN that, in accordance with Section 2.02(3) of the City of Beloit Municipal Code of Ordinances, a Special Meeting of the City Council of the City of Beloit, Rock County, Wisconsin, is being called.

1. Call to order and roll call
2. Public hearing and resolution authorizing the City Manager to apply for **Community Development Block Grant – Emergency Assistance Program Funds** for a Rock River shoreline stabilization project (Christensen)
3. Presentation of the **City and Vision Partner's Rebranding Program** (Andrew Janke, Executive Director Greater Beloit Economic Corporation)
4. Resolution authorizing the City Manager to enter into an **Intergovernmental Agreement** between Rock County and the City of Beloit regarding County Hwy G (Prairie Avenue) between Huebbe Parkway and Philhower Road (Arft)
5. Resolution approving a First Amendment to the **Intergovernmental Agreement** between the City of Beloit, the County of Rock and the Ho-Chunk Nation (Arft)
6. Resolution approving **Farm Lease Extension** between the City of Beloit and Jason Henschler for 1901 and 2001 Gateway Boulevard (Janke)
7. Adjournment

Larry N. Arft, City Manager

Dated: March 18, 2015
Rebecca Houseman LeMire
City Clerk
www.beloitwi.gov

**RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR COMMUNITY DEVELOPMENT
BLOCK GRANT – EMERGENCY ASSISTANCE PROGRAM FUNDS**

WHEREAS, the City of Beloit suffered damage to its streets and shoreline during the floods in June and July 2008, and the State of Wisconsin subsequently declared a state of emergency in 31 counties including Rock County; and

WHEREAS, in response to the disaster declarations, the State received federal disaster recovery funding and awarded grants to eligible communities, including the City of Beloit; and

WHEREAS, through a combination of returned and unspent grant funds, there is approximately \$1.2 million in Midwest Supplemental CDBG-Disaster Recovery funds remaining that are eligible to be used for public infrastructure and facilities and mitigation activities; and

WHEREAS, the State of Wisconsin and the City's Citizen Participation Plan requires that the City Council hold a public hearing and approve the preparation and filing of an application for the City of Beloit to receive funds from this program; and

WHEREAS, the City Council of the City of Beloit has held a public hearing on the application to be submitted to the State of Wisconsin for the stabilization of the Rock River shoreline between the Dam and Liberty Avenue; and

WHEREAS, the City Council has reviewed the need for the proposed project and the benefits to be gained therefrom.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Beloit, Rock County, Wisconsin, does hereby approve and authorize the City Manager to prepare and file an emergency application for funds under this program in accordance with this resolution; and

NOW THEREFORE BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to sign all necessary documents on behalf of the City of Beloit.

Adopted this 23rd day of March, 2015

Mark Spreitzer, City Council President

Attest:

Rebecca Houseman LeMire, City Clerk

CITY OF БЕЛОIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Community Development Block Grant – Emergency Assistance Program

Date: March 23, 2015

Presenter(s): Julie Christensen

Department(s): Community Development

Overview/Background Information:

The City of Beloit suffered damage to its streets and shoreline during the floods of June and July 2008. Governor Doyle declared a state of emergency in 31 counties, including Rock County. In 2008, the State of Wisconsin received Midwest Supplemental Disaster Recovery funds. To date, the State of Wisconsin has awarded more than \$24 million in disaster recovery funds to local governments to assist with recovery efforts. The City of Beloit had previously received \$2.2 million in Disaster Recovery funds, which were used to reconstruct and elevate Shirland Avenue, stabilize the shoreline of the Rock River from Public Avenue to the Rock River generating station, from the Riverside Park lagoon to the Henry Avenue bridge on the east side of the river and along the Post Office property, install a new flood wall by the Post Office, and raise the electrical transformers for the Shirland Avenue lift station.

Key Issues (maximum of 5):

1. Through a combination of returned and unspent grant funds, the State of Wisconsin has \$1.2 million in Midwest Supplemental Disaster Recovery Funds available for projects. The City of Beloit is being invited to apply because we have received funds through this program in the past.
2. The eligible activity categories include: Public Infrastructure and Facilities, projects that were damaged by the disaster and are critical to recovery, and Mitigation Activities, projects that relate to the repair, renovation, and expansion of facilities to improve the disaster resistance of buildings, structure, and infrastructure. Our proposed project falls under Mitigation Activities.
3. One of the projects that was included in the past flood grant applications but was not funded is the shoreline stabilization project on the westside of the Rock River between the Dam and Liberty Avenue. If City Council approves this resolution, the intention is to apply for funds for that project. The project is estimated to cost \$319,000.
4. The City's Citizen Participation Plan and the State require a Public Hearing to be held to seek citizen input on this grant application. City Policy requires that the City Council must authorize staff to apply for grant funds.
5. The grant application must be received by the Wisconsin Division of Housing no later than April 3, 2015 to be considered for funding.

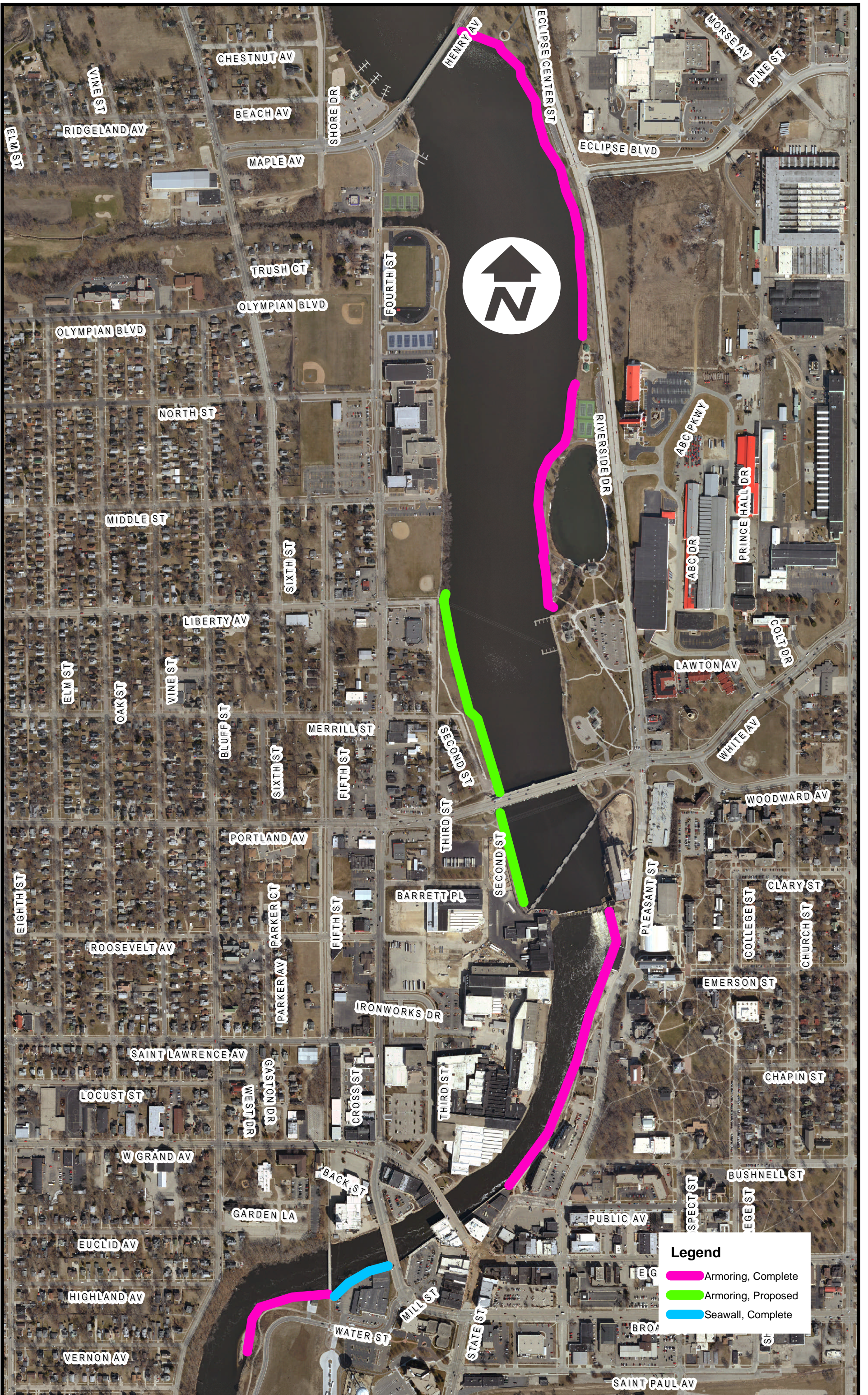
Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.):

This grant application and the proposed projects are consistent with Goal 1 of the City's Strategic Plan.

Goal 1: As an eco-municipality, focus on the sustainable stewardship of City resources, services and infrastructure; to protect both our built and natural environment and enhance the quality of life for current and future generations

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

- **Reduce dependence upon fossil fuels**
N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
N/A



**RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN
ROCK COUNTY AND THE CITY OF БЕЛОIT
REGARDING COUNTY HWY G (PRAIRIE AVENUE)
BETWEEN HUEBBE PARKWAY AND PHILHOWER ROAD**

WHEREAS, the County of Rock has obtained State grant funding for the reconstruction and improvements to County Hwy. G (Prairie Avenue) from approximately Huebbe Parkway located in the City of Beloit, running north to Hwy. 11 near the City of Janesville; and

WHEREAS, a portion of this project running between Huebbe Parkway and Philhower Road, with portions of the right-of-way located in the City and other portions located in the Town of Beloit will be upgraded to an urban design standard; and

WHEREAS, the City has asked for a full contemporary design, including the installation of decorative street lights; and

WHEREAS, County has notified the City that they normally do not have the capacity for full maintenance services on an urban cross-section road and would not be able to pay the energy charges to support street lights in the City of Beloit; and

WHEREAS, common practice with this type of street upgrade is to facilitate a jurisdictional transfer so the municipality would end up with jurisdiction and maintenance responsibilities at the conclusion of construction; and

WHEREAS, jurisdictional transfer is not possible at this time because a portion of the roadway runs through the Town of Beloit; and

WHEREAS, both the City of Beloit and Rock County are desirous of having this project bid in April for 2015 construction per the existing construction schedule; and

WHEREAS, the City Council determines that it is in the best interest of the City and the Greater Beloit Area to facilitate reconstruction of County Hwy. G, which is one of the major gateways coming into the Greater Beloit Area from the north.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beloit hereby authorizes the City Manager to execute the Intergovernmental Agreement between Rock County and the City of Beloit regarding Co. Hwy. G (Prairie Avenue) between Huebbe Parkway and Philhower Road and to do all things necessary, including the execution of any necessary documents, to implement all the provisions contained therein and any such other actions in furtherance of this project on behalf of the City of Beloit; and

BE IT FURTHER RESOLVED, that the City Council of the City of Beloit hereby authorizes the City Manager to take actions as necessary to fully implement and maintain the roadway once improvements are complete.

Adopted this 23rd day of March, 2015.

Mark Spreitzer, Council President

ATTEST:

Rebecca Houseman LeMire, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Intergovernmental Agreement between Rock County and The City of Beloit regarding County Hwy. G (Prairie Avenue) reconstruction and future maintenance between Huebbe Parkway and Philhower Road

Date: March 23, 2015

Presenter(s): Larry N. Arft, City Manager
Greg Boysen, Public Works Director
Elizabeth Krueger, City Attorney
Public Works Engineering Staff

Overview/Background Information:

The City of Beloit has been approached regarding plans currently being prepared by Rock County to reconstruct County Highway G (Prairie Avenue) from approximately Huebbe Parkway in the City of Beloit running north through portions of the City and portions of the Town of Beloit, all the way to Hwy. 11. This project was funded by the State of Wisconsin in large part because it will be part of a bypass route that will be available for use both during and after the reconstruction of the I-43 Interchange, which is scheduled to begin in late 2017. The improvements to County G will tie to the new Inman Parkway Extension to facilitate better use of this route, both during and after the Interchange reconstruction.

The City of Beloit has asked that a portion of the roadway between Huebbe Parkway and Philhower Road, which lies partly within the City of Beloit and partly within the Town of Beloit be upgraded to a full urban design standard, including curb and gutter, storm sewers, decorative street lighting, trees and related accoutrements. This area represents one of the north "gateways" to the City, as well as the Town of Beloit and the grants available from the State have made it possible to upgrade to an urban design standard at "no cost" to the City of Beloit.

As is often done when a roadway within a municipal boundary is being upgraded to urban design standards, particularly with the installation of street lights, County approached the City and requested jurisdictional transfer, since they normally do not provide the level of maintenance required of an urban cross section. The City agreed, since this is common practice and, in fact, is the exact same model that was used when Shopiere Road was widened and upgraded several years ago.

After several months of attempting to work with the Town government to achieve consensus on a methodology to provide for the transfer of jurisdiction, the Town government has submitted a letter to the City which includes a whole series of unrelated public policy issues that the Town wants resolved in their favor before they would agree to a jurisdictional transfer. Many of those conditions would be unacceptable to the City in any event, and certainly attempting to negotiate on a broad way of unrelated issues would require months, if not years, to resolve. It would not be possible, therefore, to complete a jurisdictional transfer to permit bidding of this project, which is scheduled for April 2015, for 2015 construction.

Consequently, the City and County have negotiated an Intergovernmental Agreement, which will essentially result in the same outcome, although County government will continue to retain jurisdiction of the right-of-way. County will pay 100% of the construction costs using State grants and the City will be responsible for the general maintenance, including energy charges for the traffic signal at Inman Parkway and the street lights along the corridor. County will also share the State General Transportation Aids with the City that would be applicable to this project, should jurisdiction transfer to the City of Beloit.

In essence, we have created virtually the same scenario with the Intergovernmental Agreement as would have been accomplished with the jurisdiction transfer, with the exception that the County will continue to maintain jurisdiction over the right-of-way.

It would still be the desire of both City and County to ultimately facilitate jurisdictional transfer; however, that may not be possible in the foreseeable future, since Town of Beloit concurrence is required.

Key Issues (maximum of 5):

1. This project will be a significant upgrade to a major gateway into the City and Town of Beloit.
 2. Partly at the City's request, the portion of the project between Huebbe Parkway and Philhower has been upgraded to full urban design standard, including decorative lighting.
 3. Projects of this nature are normally transferred to the municipal jurisdiction following reconstruction; since County governments do not have all of the maintenance capabilities required for this level of maintenance and do not wish to take the ongoing cost for the street lighting needed for this project.
 4. The jurisdiction transfer, however, requires the cooperation of the Town government, since a portion of the roadway still lies within the unincorporated Town of Beloit.
-

5. The Town of Beloit has been uncooperative to date, and has conditioned any positive action on a string of unrelated public policy commitments, many of which would not be acceptable to the City, while others would require months if not years of negotiation to bring to fruition.

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

1. As an eco-municipality, focus on the sustainable stewardship of City resources, services and infrastructure; to protect both our built and natural environment and enhance the quality of life for current and future generations.
2. Communicate and partner with other jurisdictions and organizations to coordinate effective and efficient service delivery and stimulate regional prosperity.

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

- **Reduce dependence upon fossil fuels** – Environmentally responsible design standards will be used to manage storm water, including suspended solids and to provide for energy efficient lighting fixtures.
- **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**

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 City Manager's office recommends that the Intergovernmental Agreement be approved for now, with the hope that a dialogue with the Town government might be undertaken at a future date to help make full jurisdictional transfer possible.

Fiscal Note/Budget Impact:

The full cost of construction is being paid for by Rock County and the State of Wisconsin. There will be no construction charges passed through to the City of Beloit. The roadway will be brand new upon completion, requiring no significant maintenance in future years. Snow removal, lawn care and routine patching and crack sealing are things that the City does under routine maintenance responsibilities. The sharing of general transportation aids with the City will help offset much of this cost. Other costs, such as the energy for street lights and traffic signals will become the responsibility of the City, but would also happen if jurisdictional transfer occurred for this project.

Attachments:

**INTERGOVERNMENTAL AGREEMENT BETWEEN ROCK COUNTY AND
THE CITY OF БЕЛОIT REGARDING COUNTY HIGHWAY G (PRAIRIE AVENUE)
BETWEEN HUEBBE PARKWAY AND PHILHOWER ROAD**

This Agreement is made and entered into as of the ___ day of _____, 2015, by and between the County of Rock, Wisconsin, (the County) and the City of Beloit, Wisconsin, (the City), to establish terms and conditions related to the repair and maintenance of a portion of County Highway G (Prairie Avenue) between Huebbe Parkway and Philhower Road (hereinafter the "Road") located in the City and Town of Beloit.

WHEREAS, the County with State of Wisconsin funding assistance has developed plans for the complete reconstruction of County Highway G from Huebbe Parkway located partly in the city and partly in the town of Beloit to State Highway 11 south of Janesville; and

WHEREAS, the County and City have agreed that the portion of the project between Huebbe Parkway and Philhower Road, which is located partially in the city of Beloit will be upgraded to an urban design standard including the installation of streetlights; and

WHEREAS, the County has notified the City that it is not in a position to assume responsibility for the maintenance and occasional repairs on this portion of the project including the energy costs for the new street lighting; and

WHEREAS, jurisdictional transfer is often used when a County lettered route is upgraded to urban design standards but is not available at this time for this project; and

WHEREAS, the County and the City wish to share the maintenance responsibilities for the portion of County Highway G between Huebbe Parkway and Philhower Road; and

WHEREAS, the County and the City wish to improve the street lighting for this same Road and share the costs associated with owning and operating such improvements.

NOW, THEREFORE, for and in consideration of the foregoing promises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County (hereinafter referred to collectively as "Parties") do hereby covenant and agree as follows:

- 1. Authority.** This Agreement is entered into pursuant to §66.0301, Wis. Stats., regarding intergovernmental cooperation and, therefore, should be liberally construed to accomplish its intended purposes. In addition, the undersigned representatives of the City and the County represent that they have been duly authorized by their respective governing bodies to execute this Agreement.
- 2. Roles and Responsibilities.** The Parties acknowledge that the County will retain legal ownership and responsibility over the Road. The Parties hereby agree to be responsible for the maintenance and repair of the Road, allocated as follows:

- A. The County, using in part state transportation grants, shall pay the entire initial cost of the reconstruction of the Road based upon current approved plans, including the purchase and installation costs for all street lighting installed on the Road..
- B. The City shall be responsible for all of the routine repair and maintenance of the Road. The routine repair and maintenance responsibilities include snow removal; mowing; street sweeping; storm sewer maintenance; manhole and catch basin cleaning, repair and maintenance; pavement patching and repair; pavement marking; crack sealing and other incidental repairs and maintenance required for the Road.
- C. The City shall be responsible to pay all utility costs associated with the street lights installed over the Road as well as the traffic signal at Inman Parkway and for any costs associated with the repair or replacement of the street lights or the traffic signal components.
- D. The County and the City agree that utility billing for the cost of street lights and the Inman Parkway signal will be sent directly to the City, in the City's name, by the electrical provider. The City shall pay the electrical provider directly.

3. General Transportation Aids. The Parties acknowledge that General Transportation Aids (GTA) funds are distributed to all Wisconsin counties, cities, villages, and towns. Payments are divided among all local governments based on either a percentage of eligible highway-related expenditures or a per-mile payment, whichever results in a higher payment. The Parties further acknowledge that the funds are intended to cover a portion of the cost of such things as constructing roads, filling potholes, plowing snow, grading shoulders, marking pavement, and repairing curbs and gutters. The Road that is the subject of this Agreement is approximately 1.32 miles. The County agrees to pay to the City a proportionate share of the amount of General Transportation Aids that the County receives under §86.30, Wis. Stats., no later than 45 days after receipt of the funds from the State. A proportionate share shall be the percentage equal to a fraction, the numerator of which shall be 1.32 miles and the denominator shall be the total local road mileage of the County which qualifies for reimbursement under §86.30, Wis. Stats.

4. Indemnification. This Agreement represents a cooperative effort by the parties to serve the interests of each party and of their constituents. Each party to this Agreement agrees to fully and in all respects indemnify, defend and hold harmless, the other party from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, its employees, boards, commissions, agencies, officers and representatives. In any situation involving joint liability, each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. Neither party shall be responsible for the other party's negligent or willful misconduct. The duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early

termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

5. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision deemed to be void. The parties agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of essence to this Agreement be deemed void.
6. **Challenge to Agreement.** In the event of cause of action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, the County and the City shall cooperate fully to vigorously defend the Agreement. No settlement of any such action shall be permitted without the written approval of both parties. This Agreement is for the exclusive benefit of the parties and their successors and shall not be deemed to give any legal or equitable right, remedy, or claim to any other person or entity. The enforceability of this Agreement shall not be affected by changes in elected officials.
7. **Assignment.** No party shall assign any rights or responsibilities under this Agreement to a third party without the prior written consent of the other party.
8. **Jurisdictional Transfer.** Nothing in this Agreement shall prevent the future jurisdictional transfer of the Road provided that such transfer shall be approved by the respective governmental bodies. Subsequently, if a Jurisdictional Transfer occurs, this Agreement shall be canceled and become void.
9. **Term.** This Agreement shall remain in effect from the date of execution until December 31, 2045, unless terminated earlier by mutual agreement of the parties. Either party may terminate this agreement for any reason upon six (6) months written notice to the other party.
10. **Complete Agreement and Future Amendments.** This document is a complete and final Agreement and supersedes any oral agreements or other negotiations which may conflict with the terms of this Agreement. Either party may request a modification of this Agreement at any time. Any modification of the terms of this Agreement shall be in writing in the form of an Addendum to this Agreement and approved by both the City and the County.

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute and seal this Agreement on the date as set forth above.

CITY OF BELOIT

COUNTY OF ROCK

By: _____
Larry N. Arft, City Manager

By: _____
J. Russell Podzilni, Chair

ATTEST:

ATTEST:

By: _____
Rebecca Houseman LeMire, City Clerk

By: _____
Lorena R. Stottler, County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Elizabeth A. Krueger, City Attorney

By: _____
Jeffrey S. Kuglitsch, Corporation Counsel

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

**A RESOLUTION APPROVING A FIRST AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF БЕLOIT,
THE COUNTY OF ROCK AND THE HO-CHUNK NATION**

WHEREAS, the City of Beloit, Wisconsin ("City"), County of Rock ("County") and the Ho-Chunk Nation ("Nation") entered into an Intergovernmental Agreement in March 2012 related to the Nation's proposal to develop and operate a gaming facility in the City of Beloit; and

WHEREAS, Article 4 of the Intergovernmental Agreement provides for an automatic expiration of the Agreement on March 26, 2015; and

WHEREAS, the casino application continues to receive careful review and evaluation by the U. S. Department of the Interior, Bureau of Indian Affairs; and

WHEREAS, the City wishes to extend the Intergovernmental Agreement for three additional years to ensure that adequate time is provided to complete the remaining federal and state reviews as a prelude to approval of the Nation's application.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Beloit, Rock County, Wisconsin, that attached First Amendment to the Intergovernmental Agreement between the City of Beloit, the County of Rock and the Ho-Chunk Nation is hereby approved.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute any agreement or other document necessary to effectuate the amendment approved by this resolution.

Adopted this 23rd day of March, 2015.

City Council of the City of Beloit

Mark Spreitzer, President

Attest:

Rebecca Houseman LeMire, City Clerk

tdh\resolution\First Amendment Ho-Chunk IGA=res=150316 (99-1240)

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution approving a First Amendment to the Intergovernmental Agreement ("IGA") between the City of Beloit ("City"), County of Rock ("County") and the Ho-Chunk Nation ("Nation")

Date: March 23, 2015

Presenter(s): Larry Arft and Elizabeth Krueger

Department(s): City Manager & City Attorney

Overview/Background Information:

The resolution approves a First Amendment to the IGA relating to the development and operation of a Class III Gaming Facility by the Nation. The original term of the IGA is set to expire at the end of March 2015. The proposed First Amendment calls for an additional three year term in order to allow adequate time for the Nation's application to proceed through the lengthy review process.

Key Issues (maximum of 5):

1. Once the First Amendment to the IGA is approved by the Nation, the County and the City, it will be included with the Nation's fee to trust application which is currently under review at the Bureau of Indian Affairs.
2. The First Amendment to the IGA calls for an additional three-year term.

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

This project conforms with Goals #1, #2, #4 and #5 of the City's strategic plan in that the success of the project will help sustain stewardship of City resources, services and infrastructure and enhance the quality of life for current and future generations pursuant to Goal #1; will continue sustainable economic development resulting in private investment and job creation consistent with Goal #2; will apply sound sustainable practices to promote a high quality community through new development consistent with Goal #4; and will partner with other jurisdictions and stimulate reasonable prosperity consistent with 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.):

As Council has been advised previously, the IGA includes an acknowledgment of the Nation of its intent to build an environmentally friendly building and facilities and a commitment to construct the building and facilities in a manner that honors its heritage, culture and Mother Earth as it relates to the treatment of natural resources in the environment.

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:

City management recommends approval of the First Amendment to the IGA.

Fiscal Note/Budget Impact:

As Council has been advised previously, the IGA includes guaranteed minimum payments to offset the City's infrastructure commitments and prior infrastructure costs and further provides for impact payments to offset any potential loss of real estate tax revenue.

Attachments:

Copies of proposed resolution and the First Amendment to the IGA are attached hereto.

FIRST AMENDMENT OF INTERGOVERNMENTAL AGREEMENT

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“First Amendment”) is made effective as of March 1, 2015 by and between the HO-CHUNK NATION, a federally recognized Indian Tribe organized under Section 16 of the Indian Reorganization Act (the “Nation”), the CITY OF BELOIT, a municipal corporation organized under the laws of the state of Wisconsin (the “City”), and the COUNTY OF ROCK (the “County”), a municipal corporation organized under the laws of the state of Wisconsin. The Nation, City and County are each a “Party” and are collectively the “Parties.”

The Parties entered into that certain Intergovernmental Agreement with an Execution Date of _____, 2012 (the “IGA”). Section 4.3 of the IGA provides for the automatic expiration of the IGA on the third anniversary of the IGA’s Execution Date. The Parties wish to amend the IGA to extend the automatic expiration for an additional three (3) years pursuant to the terms of this First Amendment.

In consideration of the premises above and the agreements below, the Parties agree as follows:

1. Defined Terms. Any capitalized term used but not defined in this First Amendment shall have the meaning given it in the IGA.

2. Automatic Expiration Extension. Section 4.3 of the IGA is hereby deleted in its entirety and replaced with the following:

Section 4.3 **Automatic Expiration.** This IGA shall automatically expire and become null and void on the date occurring six (6) years after the Execution Date (i.e., _____, 2018) if the Trust Approval Date has not then occurred, unless the Parties agree otherwise in writing.

3. Full Force and Effect. Except as modified by this First Amendment, the IGA and all of its terms and conditions are in full force and effect.

4. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Original signatures sent by facsimile or by electronic mail shall be accepted as originals and shall be binding upon the Parties.

(Signatures on following pages)

IN WITNESS WHEREOF, the Parties have entered into this First Amendment as of the date first written above.

ATTEST:

CITY OF BELOIT, WISCONSIN

By: _____
Rebecca Houseman Lemire, City Clerk

By: _____
Larry N. Arft, City Manager

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, if any, pursuant to this First Amendment.

By: _____
Eric Miller
Finance & Administrative Services Director

ATTEST:

COUNTY OF ROCK, WISCONSIN

By: _____
Lori Stottler, County Clerk

By: _____
J. Russell Podzilni, County Board Chair

ATTEST:

HO-CHUNK NATION

By: _____
Kathleen LoneTree-Whiterabbit, Tribal Secretary

By: _____
Jon Greendeer, President

**RESOLUTION APPROVING FARM LEASE EXTENSION BETWEEN
THE CITY OF БЕLOIT AND JASON HENSCHLER
FOR 1901 and 2001 GATEWAY BOULEVARD**

WHEREAS, in 2014, the City of Beloit rented the property at 1901 and 2001 Gateway Boulevard, City of Beloit, Wisconsin, commonly-referred to as the Hexter-Long Farm to Jason Henschler; and

WHEREAS, it is the City's desire to extend the term of the lease through the end of 2015 to be consistent with other property the City leases for agricultural uses; and

WHEREAS, the parties have agreed to increase the rent to \$22,000 for this Lease Extension.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Beloit be, and he is hereby, authorized to execute the lease extension agreement and any document necessary to carry out the terms of this extension on behalf of the City of Beloit.

Adopted this 23rd day of March, 2015.

City Council of the City of Beloit

Mark Spreitzer, President

Attest:

Rebecca Houseman LeMire, City Clerk

tdh\res\1901 Gateway Boulevard Lease Extension=res=150313

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution approving farm lease extension between Jason E. Henschler for 1901 and 2001 Gateway Boulevard and the City of Beloit.

Date: 3/23/15

Presenter(s): Andrew Janke

Department(s): Economic Development

Overview/Background Information:

The City is proposing to extend the farm lease with Jason Henschler to lease two City owned vacant lots for agricultural purposes. The subject properties include: 1901 and 2001 Gateway Boulevard. The City of Beloit purchased the subject properties in January of 2013 as part of a planned expansion of the Gateway Business Park. As part of this purchase the City was assigned the right and interests of an existing Lease that terminated on December 31, 2014. Ongoing negotiations with an economic development prospect and potential sale of a portion of the subject property precluded extending the lease before the end of 2014.

The lease will be for a term beginning April 1, 2015 and will terminate on December 31, 2015. The rent will increase 5%. The lease termination date will align with the termination dates of the other City held farm leases. As all of these leases are due to expire by the end of the year, the City will competitively bid all farm leases via an RFP process later this summer.

Key Issues (maximum of 5):

1. Rental income will be \$22,000 and will be paid in two installments of \$11,000 on April 15, 2015 and December 15, 2015.
-

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.): As the leased land is zoned for future industrial development, it supports Goal #2 since it could result in the creation of new jobs and 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** – These leases may reduce the dependence on fossil fuel as some of the harvested crop may be used in the production of ethanol.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – NA
- **Reduce dependence on activities that harm life sustaining eco-systems** – The proposed activity will not impact wetlands or sensitive wildlife.
- **Meet the hierarchy of present and future human needs fairly and efficiently** – Some of the harvested crop may meet human needs by being put into food production and/or energy production.

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

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

Fiscal Note/Budget Impact: Rental income for subject property is directed to TID #10.

LEASE EXTENSION AGREEMENT

This LEASE EXTENSION AGREEMENT is made on this ____ day of _____, 2015, between the City of Beloit, a Wisconsin municipal corporation (hereinafter "City") and Jason E. Henschler (hereinafter "Tenant").

WHEREAS on January 18, 2013, the Tenant entered into a lease agreement ("Lease") with the then-owners of the property known as the Hexter-Long Farm for a term of March 15, 2013- December 15, 2014;

WHEREAS the City was assigned the rights and interests in the Lease when it purchased the property subject to the Lease in early 2014; and

WHEREAS the City and Tenant are desirous of further extending and amending the terms and conditions of the Lease.

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 City and Tenant agree as follows:

1. **RECITALS INCORPORATED.** The Recitals listed above are hereby incorporated into this LEASE EXTENSION AGREEMENT.
2. **LEASE TERM.** Paragraph 2 is hereby replaced in its entirety to read as follows:

"2. To hold for the term of April 1, 2015 through December 31, 2015 at a rental of Twenty-Two Thousand (\$22,000) in installments as follows

Eleven Thousand Dollars (\$11,000) on April 15, 2015

Eleven Thousand Dollars (\$11,000) on December 15, 2015."
3. **EFFECT OF AMENDMENT.** Except to the extent the Lease, as amended, is expressly modified by this LEASE EXTENSION AGREEMENT, the remaining terms and provisions of the Lease, as amended, shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this LEASE EXTENSION AGREEMENT on the date as set forth above.

CITY OF БЕЛОIT

TENANT

By: _____
Larry N. Arft, City Manager

By: _____
Jason Henschler

ATTEST:

By: _____
Rebecca Houseman LeMire, City Clerk

APPROVED AS TO FORM:

By: _____
Elizabeth A. Krueger, City Attorney
tdh/files/14-1202/Lease Extension Agreement = 20150309