



**AGENDA
BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, April 6, 2015**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
 - a. Proclamation recognizing **National Library Week** April 12-18, 2015 (Dimassis)
 - b. Proclamation recognizing **April as Fair Housing Month** (Downing and Sloniker)
4. PUBLIC HEARINGS
 - a. Ordinance amending the Future Land Use Map of the City of Beloit **Comprehensive Plan** to change the future land use designation of the property located at 1715 Elmwood Avenue from Planned Neighborhood to Mixed Residential (Christensen)
Plan Commission recommendation for approval 5-0 Second reading
 - b. Ordinance amending the City of Beloit **Zoning District Map** to change the zoning district classification of the property located at 1715 Elmwood Avenue from R-2, Two-family Residential District, to R-3, Low Density Multi-family Residential (Christensen)
Plan Commission recommendation for approval 5-0 Second reading
5. CITIZEN PARTICIPATION
6. CONSENT AGENDA

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

- a. Approval of the **Minutes** of the regular meeting of March 16, 2015, and the special meetings of March 19th, March 23rd March 30th, and March 31, 2015 (LeMire)
- b. Application for **Class “B” Beer and “Class C” Wine License** for Little Mexico of Beloit LLC, 2787 Milwaukee Road, Adrian Cortes Pichardo, Owner/Agent (LeMire) Refer to ABLCC
- c. Resolution awarding **Public Works Contract C15-12**, Fourth Street Island Repairs (Boysen)
- d. Resolution awarding **Public Works Contract C15-16**, Amending the 2013 Capital Improvements Budget, and Appropriating additional funds for the Gateway Boulevard Street Lighting Project (Boysen)

- e. Resolution awarding **Public Works Contract C15-02**, Bayliss Avenue Rehabilitation, Nelson to Railroad (Boysen)
- f. Request for a release of Platted Utility **Easements** relating to the property 1405 Gateway Boulevard (Christensen) Refer to Plan Commission
- g. Application for an AT&T Utility **Easement** 540 Colby Street (Boysen)
Refer to Plan Commission

7. ORDINANCES – none

8. APPOINTMENTS – none

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

10. CITY MANAGER'S PRESENTATION

- a. **Community Orientated Policing** Presentation (Jacobs/Molland)
- b. **Spring Yard Waste** Presentation (Boysen)

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Resolution amending the **2015 Capital Improvements Budget** to include a project for intersection improvements at Cranston Road and Gateway Boulevard (Boysen)
- b. Resolution approving a Second Amendment to the **Land Contract Purchase Agreement** between the City of Beloit and the Ho-Chunk Nation (Arft/Krueger)

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: April 1, 2015
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, libraries create potential and possibilities across the community, on campuses and in schools; and

WHEREAS, libraries level the playing field for all who seek information and access to technologies; and

WHEREAS, libraries continuously grow and evolve in how they provide for the needs of every member of their communities; and

WHEREAS, libraries and librarians open up a world of possibilities through innovative events and programming focused on Literacy, Jobs & Careers, and Quality of Life; and

WHEREAS, librarians are trained, tech-savvy professionals, providing technology training and access to downloadable content like e-books; and

WHEREAS, libraries support democracy and effect social change through their commitment to provide equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week with the theme of “Unlimited Possibilities @ Your Library.”

NOW, THEREFORE, BE IT PROCLAIMED by the City Council President of the City of Beloit that April 12-18, 2015, is National Library Week, and that all residents are encouraged to visit our library this week to take advantage of the wonderful library resources available @ the Beloit Public Library where there are Unlimited Possibilities!

Adopted this 6th day of April 2015.

Beloit City Council

Mark Spreitzer, President

ATTEST:

Rebecca Houseman LeMire, City Clerk

WHEREAS, April 2015 marks the 47th Anniversary of the National Fair Housing Law, Title VIII of the Civil Rights Act of 1968, and therefore is an appropriate time for all citizens to reflect on the principles which led to a national policy of fair and equal housing opportunities across the United States; and

WHEREAS, fair and equal opportunity in housing means that persons of equal income have the same access to the sale, rental, and financing of all housing regardless of race, color, religion, sex, handicap, family status, marital status, sexual orientation, age, or ancestry; and

WHEREAS, Fair Housing is the policy of the City of Beloit and the implementation of that policy requires the positive commitment, involvement, and support of each of our citizens.

NOW, THEREFORE, BE IT PROCLAIMED by the City Council President of the City of Beloit that the month of April 2015 is "**FAIR HOUSING MONTH**" and that all citizens are encouraged to abide by the letter and spirit of the Fair Housing Laws and join in reaffirming the obligation and commitment to fair housing opportunities for all.

Adopted this 6th day of April 2015.

City Council of the City of Beloit

Mark Spreitzer, Council President

Attest:

Rebecca Houseman LeMire, City Clerk

ORDINANCE NO. _____

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

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

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

The future land use category of the following described land is hereby changed from Planned Neighborhood to Mixed Residential:

Unplatted land bordered on the north by southeast ¼ of Section 13 – on the east by Northgate Middle Addition – on the south by Elmwood Avenue – on the west by railroad right-of-way, excepting therefrom, Lot 1 CSM Vol. 33 Pages 343-345 and that portion of Kadlec Drive and Elaine Drive dedicated to the public that borders said Lot, located in the City of Beloit, County of Rock, State of Wisconsin (also known as 1715 Elmwood Avenue, parcel number 1134-0600). Said parcel contains 14.4 acres, more or less.

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

Adopted this 6th day of April 2015.

City Council of the City of Beloit

Mark Spreitzer, Council President

Attest:

Rebecca Houseman Lemire, City Clerk

Published this _____ day of _____, 2015.

Effective this _____ day of _____, 2015.

01-611100-5231-_____

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Comprehensive Plan Amendment

Date: April 6, 2015

Presenter(s): Julie Christensen

Department(s): Community Development

Overview/Background Information:

Jack Meyers has submitted an application requesting an amendment to the Future Land Use Map (Map 10) of the City of Beloit Comprehensive Plan. The history of the City's Comprehensive Plan, along with information on Wisconsin's Comprehensive Planning law, can be found in the attached Staff Report to the Plan Commission.

On March 16, 2015, the City Council voted to lay over this request and directed Planning staff to notify stakeholders of this possible land use change and their opportunity to comment. In response to this directive, Planning staff sent individual public notices to all property owners within 300 feet of the subject property, published another public notice in the Beloit Daily News, and posted a public notification sign on the subject property. To date, Planning staff has not received any additional comments.

Key Issues (maximum of 5):

- The applicant is requesting the following amendment to the Future Land Use Map (Map 10) of the City's Comprehensive Plan:
 - 1715 Elmwood Avenue– From Planned Neighborhood to Mixed Residential
- The following table describes the status of the subject properties:

Property	Current Land Use	Zoning Class	Future Land Use	Proposed Future Land Use
1715 Elmwood Avenue	Vacant	R-2, Two-Family Residential	Planned Neighborhood	Mixed Residential

- The applicant is also congruently proposing to rezone the subject property to R-3, Low-Density Multi-Family Residential. This amendment must be approved to allow this rezoning.
- The Plan Commission reviewed this item July 9, 2014 and voted unanimously (5-0) to recommend denial of this Zoning Map Amendment. City Council then reviewed and referred the application back to the Plan Commission on August 18, 2014. The Plan Commission reviewed this item again on March 4, 2015 and voted unanimously (5-0) to recommend approval of this Zoning Map Amendment.

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:

- **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 reading of the proposed Ordinance

Fiscal Note/Budget Impact: N/A

Attachments: Ordinance, Plan Commission Resolution, and Staff Report to the Plan Commission.

**RESOLUTION
RECOMMENDING APPROVAL OF AN AMENDMENT TO THE
CITY OF BELOIT COMPREHENSIVE PLAN**

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

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

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

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

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

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

1715 Elmwood Avenue (Parcel No. 11340600) – From Planned Neighborhood to Mixed Residential.

Adopted this 4th day of March, 2015.



James Faragher, Plan Commission Chairman

ATTEST:



Julie Christensen,
Community Development Director

CITY OF BELOIT

REPORT TO THE BELOIT CITY PLAN COMMISSION



Meeting Date: March 4, 2015

Agenda Item: 5

File Number: RPB-2014-07

Request Overview/Background Information:

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

Wisconsin's Comprehensive Planning Law, §66.1001 of the Wisconsin Statutes, was signed into law in 1999. This legislation is commonly known as Wisconsin's "smart growth" law, although the law does not prescribe or require a particular type of development pattern. The Comprehensive Planning law requires all cities, towns, and villages that regulate land use through land use ordinances (e.g. zoning) to adopt a Comprehensive Plan. Comprehensive Plans are intended to guide development and redevelopment over a 20-year timeframe. The law also requires that land use decisions be consistent with the adopted plan, a requirement that became effective in 2010.

The Beloit City Council approved the City's Comprehensive Plan in March 2008 after an extensive public participation program. All land use decisions made by the City of Beloit, including any actions regarding official mapping, local subdivision regulation, and zoning regulations, must be consistent with the plan. The Beloit City Council established a process for amendments (minor changes) to the Comprehensive Plan on February 1, 2010. The state law requires that the Plan be updated at least once every ten years. As opposed to an amendment, an update is often a substantial re-write of the entire document and maps.

This public meeting of the Plan Commission serves as the second step in the process to amend the Comprehensive Plan. If the Plan Commission votes to recommend approval of the proposed amendment, the attached Resolution will be forwarded to the City Council for consideration during the regularly scheduled meeting on March 16, 2015.

Key Issues:

- The Plan Commission recommended denial of this application on July 9, 2014. City Council then reviewed the application on August 18, 2014 and referred it back to the Plan Commission for further review. This referral was based on a new exhibit provided by the applicant that City Council felt the Plan Commission should review.
- Planning Staff held the application while seeking a legal opinion concerning the use of Conditional Zoning. After review, it was determined that Conditional Zoning is not an appropriate practice. Therefore, the application is coming back to the Plan Commission as originally submitted with the addition of the attached exhibit showing a possible layout for the development.
- The applicant is proposing the following amendment to the Future Land Use Map (Map 10) of the City's Comprehensive Plan:
 - 1715 Elmwood Avenue – From Planned Neighborhood to Mixed Residential.
- The Plan Commission approved the attached Preliminary Subdivision Plat on October 9, 2013. Since this approval, the property owner has decided to pursue a low-density, multi-family development. A revised Plat will be needed for this development if the proposed amendment is approved.
- The section of the 14-acre development from Kadlec Drive to the east will be developed as single- and two-family dwellings, while the rest of the development will be a mix of multi-family dwellings.
- This property is currently vacant land. The lands surrounding the properties are:
 - North: R-1A, Single-family Residential District: Vacant Residential Land
 - South: R-1A, Single-family Residential District: Single-family Dwellings
 - East: R-3, Low-density Multi-family Residential District: Single-family Dwellings, Two-family Dwellings, and Low-rise Apartment Buildings
 - West: B3, General Business District; and I1, Light Industrial District (Town of Beloit Zoning): Business and Industrial uses
- The applicant is also congruently proposing to rezone the subject property to R-3, Low-Density Multi-Family Residential. This amendment must be approved to allow this rezoning.
- Close proximity to the railroad and industry make this an ideal location for a mixed residential development. The eastern-most section of the development will act as a transition from multi-family dwellings to the established two- and single-family neighborhood.
- A Location/Land Use/Zoning Map and the Future Land Use Map are attached to this report.

Consistency with Comprehensive Plan and Strategic Plan:

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

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** – The development of this parcel will connect existing roadways and infrastructure, meeting the present needs of the neighborhood. Additionally, future needs of the community will be met by offering diverse housing opportunities and increasing the municipal tax base.

Staff Recommendation:

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

1. 1715 Elmwood Avenue – From Planned Neighborhood to Mixed Residential.

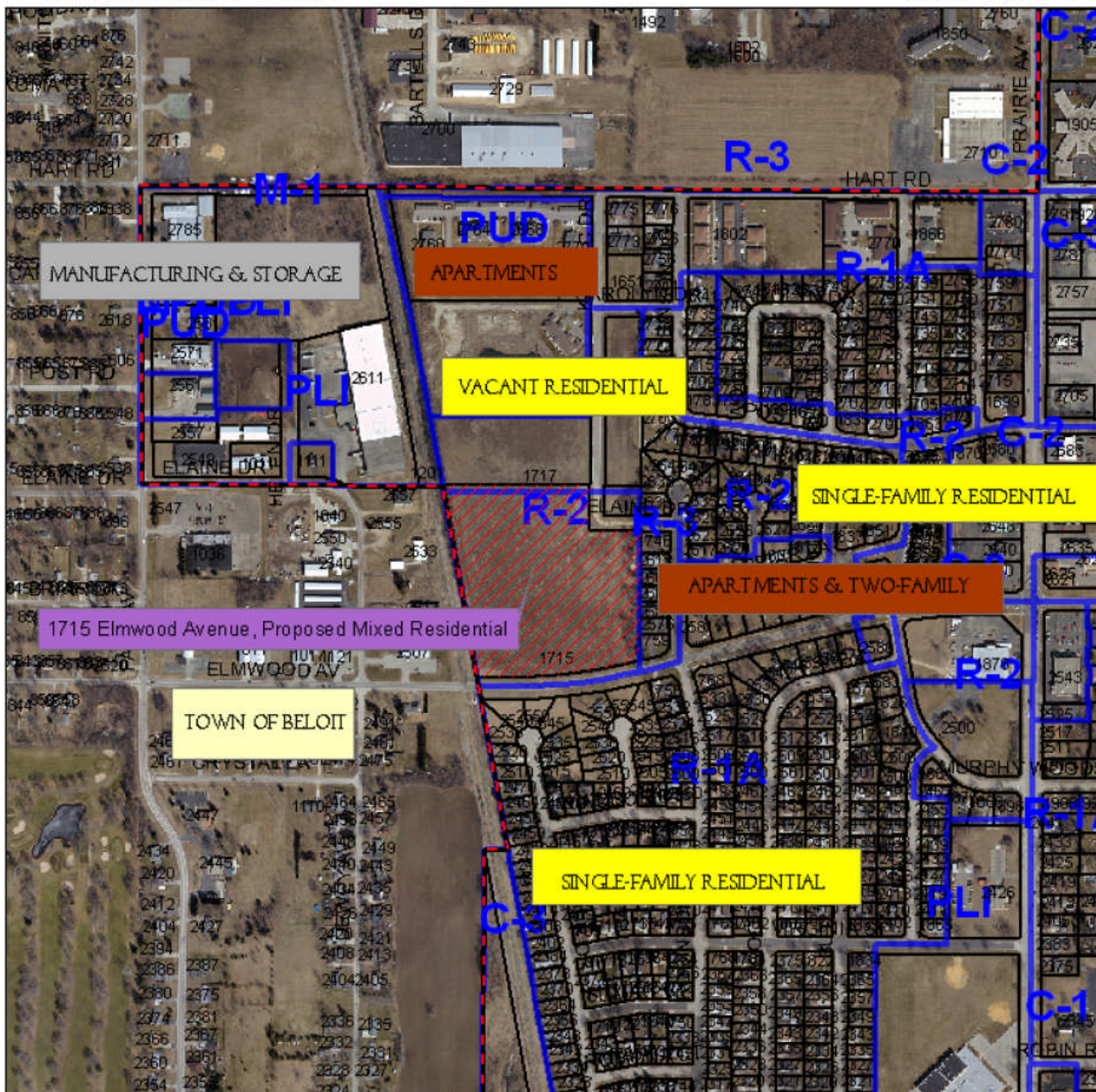
Fiscal Note/Budget Impact: N/A

Attachments: Location/Land Use/Zoning Map, Future Land Use Map, Preliminary Plat, Layout Exhibits

Location, Land Use, & Zoning Map

1715 Elmwood Avenue

RPB-2014-07



1 inch = 634 feet

0 215 430 860 1,290 Feet

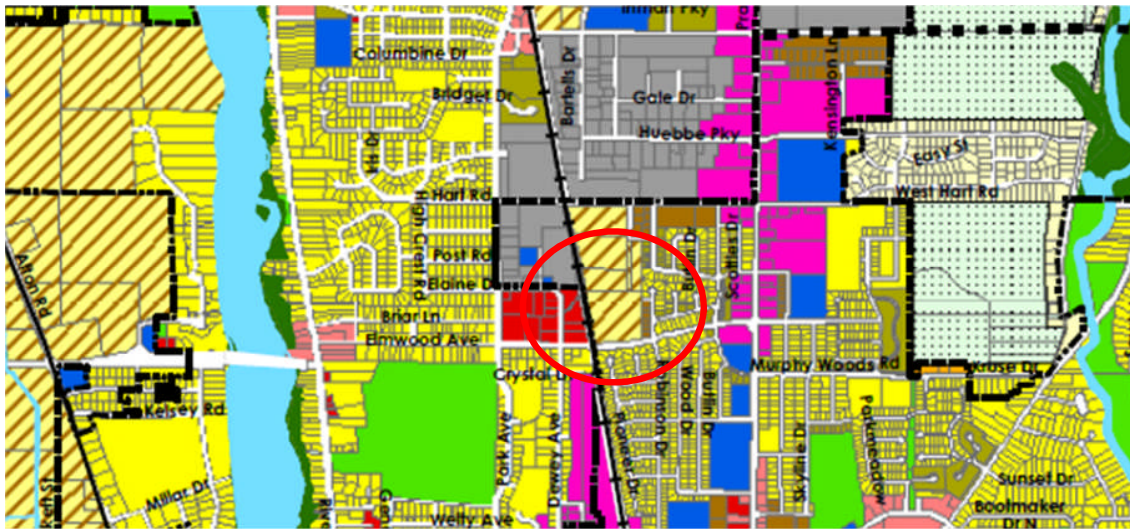
Legend

- Zoning District
- City Limits
- COB Parcels

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

PLANNING & BUILDING SERVICES DIVISION

Map 10, Future Land Use (Narrowed to Subject Property)



- Municipal Boundaries
- City of Beloit/Town of Turtle Boundary Adjustment Area
- Interstate Highway
- County Highways
- Existing Roads
- Potential Future Major Collector/Arterial Roads
- Railroads
- Surface Water

Future Land Use Categories

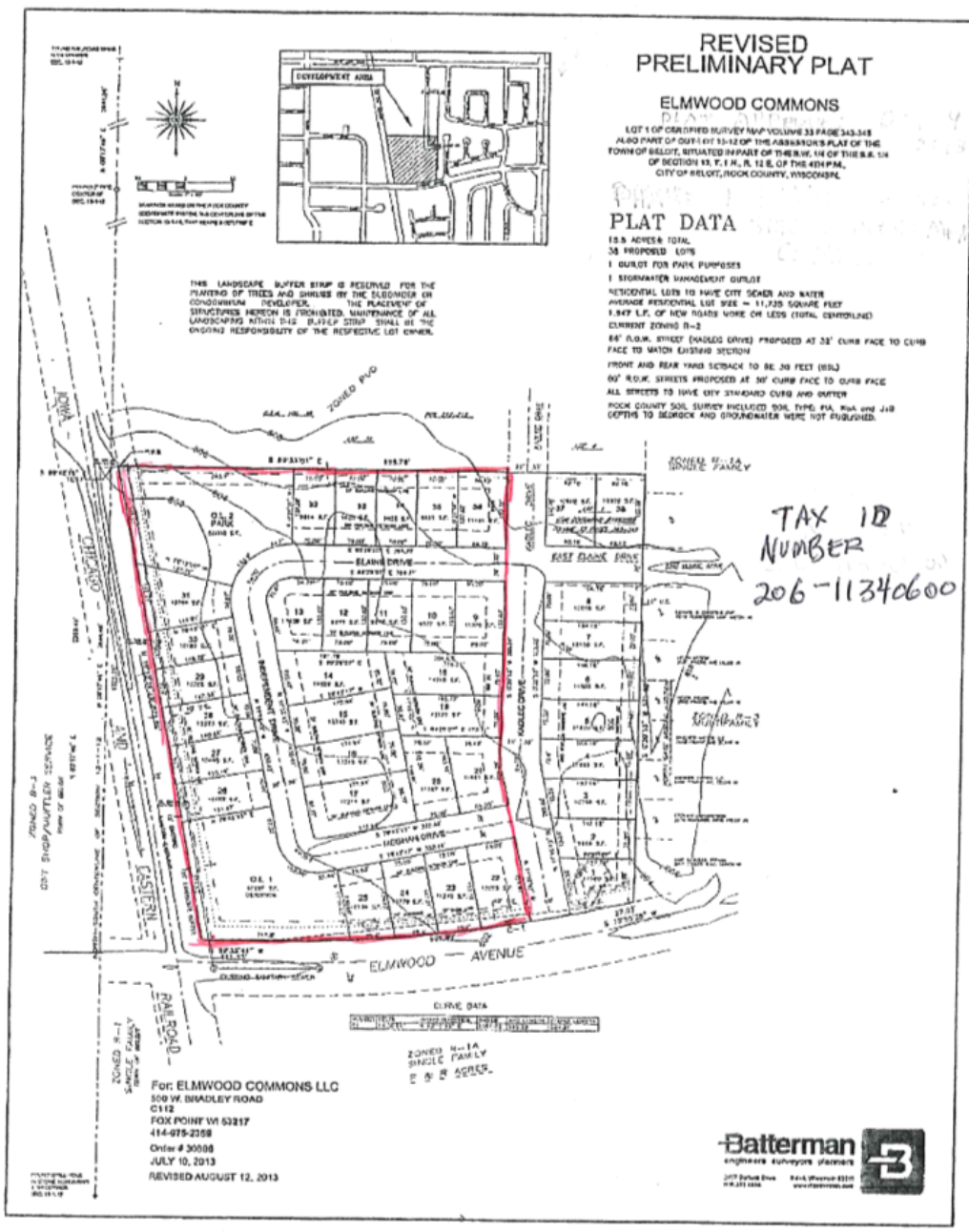
- Agricultural
- Single-Family Residential - Esurban
- Single-Family Residential - Urban
- Two-family/Townhouse Residential
- Mixed Residential
- Planned Neighborhood*
- Office
- Planned Mixed Use
- Neighborhood Commercial
- Community Commercial
- Downtown
- Business Park
- General Industrial
- Institutional & Community Services
- Environmental Corridor
- Parks and Open Spaces
- Long Range Urban Growth Area
- Right-of-Way

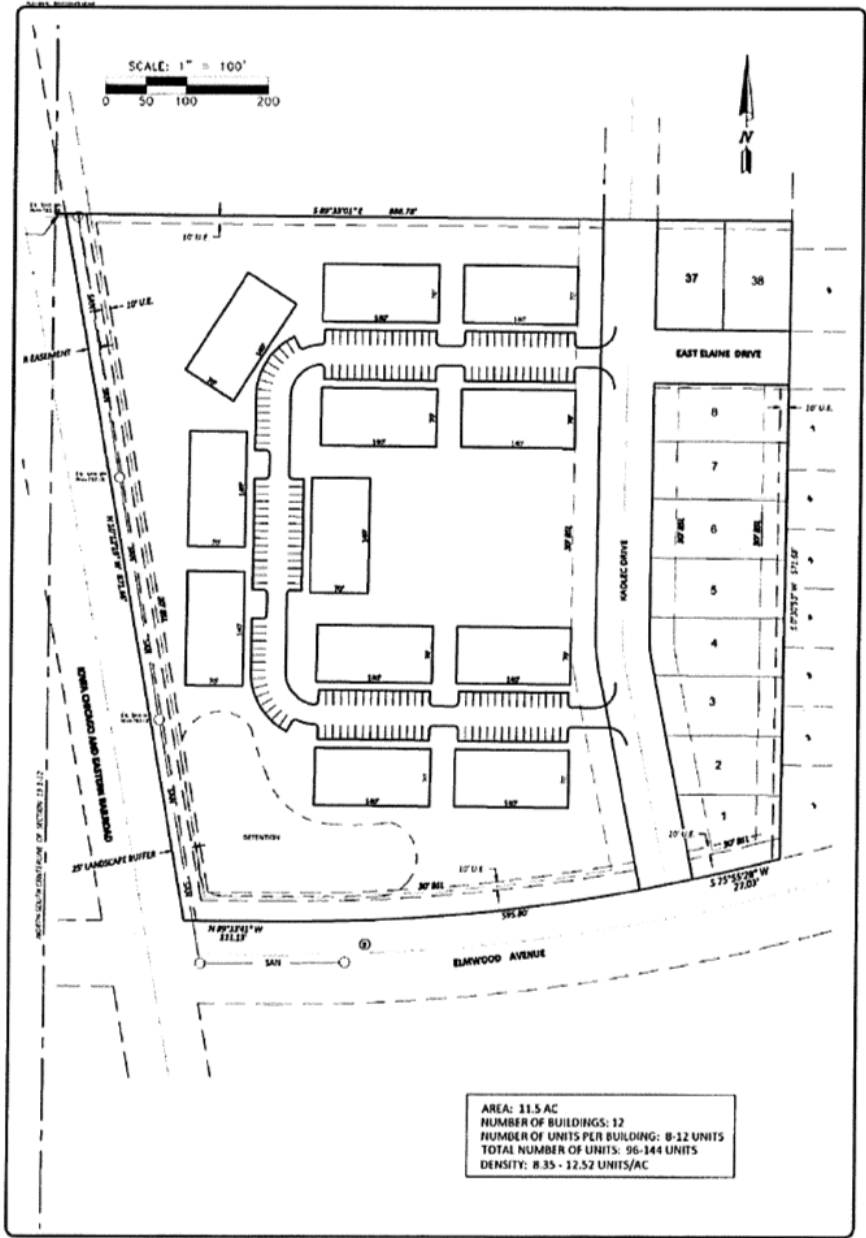
**Planned Neighborhood* should include a mix of the following:
1. Single Family - Urban (predominate land use)
2. Two-family/Townhouse
3. Mixed Residential
4. Institutional and Community Services 1 2
5. Office 4 4
6. Neighborhood Commercial
7. Parks and Open Space

0 0.25 0.5 1 Miles

Date: March 17, 2008
Source: City of Beloit, Rock County

City of Beloit
Comprehensive Plan
Map 10:
Future Land Use





AREA: 11.5 AC
 NUMBER OF BUILDINGS: 12
 NUMBER OF UNITS PER BUILDING: 8-12 UNITS
 TOTAL NUMBER OF UNITS: 96-144 UNITS
 DENSITY: 8.35 - 12.52 UNITS/AC

1 100 2	ELMWOOD EDWARDS, LLC CITY OF BELLEVILLE ROCK COUNTY, WISCONSIN	PLANNED UNIT DEVELOPMENT CONCEPTUAL EXHIBIT	<small> ALL RIGHTS RESERVED. THIS IS NOT AN OFFICIAL RECORD OF ANY PUBLIC AGENCY. ALL RIGHTS RESERVED. THIS IS NOT AN OFFICIAL RECORD OF ANY PUBLIC AGENCY. ALL RIGHTS RESERVED. THIS IS NOT AN OFFICIAL RECORD OF ANY PUBLIC AGENCY. </small>	Batterman engineers surveyors planners	2017 Waterloo Drive Beloit, Wisconsin 53511 608.733.8300 www.batterman.com	
	<small> 2017 Waterloo Drive Beloit, Wisconsin 53511 608.733.8300 www.batterman.com </small>					



N Q T N	ELMWOOD COMMONS, LLC CITY OF BILDZ ROCK COUNTY, WISCONSIN	PLANNED UNIT DEVELOPMENT CONCEPTUAL EXHIBIT	<small>NOT TO SCALE</small> <small>DATE: 08/14/2013</small> <small>BY: [REDACTED]</small>	Batterman engineers surveyors planners	2817 Burdick Drive Beloit, Wisconsin 53511 608.767.4155 www.batterman.com	
	<small>DATE: 08/14/2013</small> <small>BY: [REDACTED]</small>					

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 1715 Elmwood Avenue, is hereby changed from R-2, Two-Family Residential District, to R-3, Low-Density Multi-Family Residential District:

Unplatted land bordered on the north by southeast ¼ of Section 13 – on the east by Northgate Middle Addition – on the south by Elmwood Avenue – on the west by railroad right-of-way, excepting therefrom, Lot 1 CSM Vol. 33 Pages 343-345 and that portion of Kadlec Drive and Elaine Drive dedicated to the public that borders said Lot, located in the City of Beloit, County of Rock, State of Wisconsin (also known as 1715 Elmwood Avenue, parcel number 1134-0600). Said parcel contains 14.4 acres, more or less.

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

Adopted this 6th day of April 2015.

City Council of the City of Beloit

Mark Spreitzer, Council President

Attest:

Rebecca Houseman LeMire, City Clerk

Published this ____ day of _____, 2015

Effective this ____ day of _____, 2015

01-611100-5231-_____

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Zoning Map Amendment Application for the property located at 1715 Elmwood Avenue

Date: April 6, 2015

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

Jack Meyers has submitted an application for a Zoning Map Amendment to change the zoning district classification from R-2, Two-Family Residential District, to R-3, Low-Density Multi-Family Residential District, for the property located at 1715 Elmwood Avenue.

On March 16, 2015, the City Council voted to lay over this request and directed Planning staff to notify stakeholders of this possible land use change and their opportunity to comment. In response to this directive, Planning staff sent individual public notices to all property owners within 300 feet of the subject property, published another public notice in the Beloit Daily News, and posted a public notification sign on the subject property. To date, Planning staff has not received any additional comments.

Key Issues (maximum of 5):

- The Plan Commission approved a Preliminary Subdivision Plat for the subject property on October 9, 2013. Since this approval, the property owner has decided to pursue a low-density, multi-family development. A revised Plat will be needed for this development if the proposed zoning change is approved.
- The section of the development from Kadlec Drive to the East will be developed as single- and two-family dwellings, while the rest of the development will be a mix of multi-family dwellings.
- This property is currently vacant land. It is approximately 14.4 acres. It was zoned for multi-family housing until the late 1990's when the neighborhood proposed down-zoning to single-family residential. This was approved and has been the zoning classification since.
- This application is being processed congruently with the application to amend the Comprehensive Plan's Future Land Use Map to recommend Mixed Residential for the subject property.
- The Plan Commission reviewed this item July 9, 2014 and voted unanimously (5-0) to recommend denial of this Zoning Map Amendment. City Council then reviewed and referred the application back to the Plan Commission on August 18, 2014. The Plan Commission reviewed this item again on March 4, 2015 and voted unanimously (5-0) to recommend approval of this Zoning Map Amendment.

Consistency with Comprehensive Plan and Strategic Plan:

The Comprehensive Plan currently recommends Planned Neighborhood for the subject property. Upon approval from City Council, the Comprehensive Plan will recommend Mixed Residential 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

ZMA-2014-08, 1715 Elmwood Avenue, Council Report

CITY OF BELOIT

REPORT TO THE BELOIT CITY PLAN COMMISSION



Meeting Date: March 4, 2015

Agenda Item: 6

File Number: ZMA-2014-08

Applicant: Jack Meyers

Owner: Jack Meyers, Elmwood Commons LLC

Location: 1715 Elmwood Avenue

Current Zoning: R-2, Two-Family Residential District

Existing Land Use: Vacant Land

Parcel Size: 14.4 Acres

Proposed Zoning: R-3, Low-Density, Multi-Family Residential District

Request Overview/Background Information:

Jack Meyers has submitted an application for a Zoning Map Amendment to change the zoning district classification from R-2, Two-Family Residential District, to R-3, Low-Density Multi-Family Residential District, for the property located at 1715 Elmwood Avenue.

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:

- o North: R-1A, Single-family Residential District: Vacant Residential Land
- o South: R-1A, Single-family Residential District: Single-family Dwellings
- o East: R-3, Low-density Multi-family Residential District: Single-family Dwelling, Two-family Dwellings, and Low-rise Apartment Buildings
- o West: B3, General Business District; and I1, Light Industrial District (Town of Beloit Zoning): Business and Industrial uses

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 Plan Commission recommended denial of this application on July 9, 2014. City Council then reviewed the application on August 18, 2014 and referred it back to the Plan Commission for further review. This referral was based on a new exhibit provided by the applicant that City Council felt the Plan Commission should review.
- Planning Staff held the application while seeking a legal opinion concerning the use of Conditional Zoning. After review, it was determined that Conditional Zoning is not an appropriate practice. Therefore, the application is coming back to the Plan Commission as originally submitted with the addition of the attached exhibit showing a possible layout for the development.
- The Plan Commission approved a Preliminary Subdivision Plat for the subject property on October 9, 2013. Since this approval, the property owner has decided to pursue a low-density, multi-family development. A revised Plat will be needed for this development if the proposed zoning change is approved.
- The section of the development from Kadlec Drive to the East will be developed as single- and two-family dwellings, while the rest of the development will be a mix of multi-family dwellings.
- This property is currently vacant land. It is approximately 14.4 acres. It was zoned for multi-family housing until the late 1990's when the neighborhood proposed down-zoning to single-family residential. This was approved and has been the zoning classification since.
- In 2009, the property directly north of the subject property (2500 Kadlec Drive) filed an application for rezoning to PUD. This application was withdrawn. The property north of that (2660 Kadlec Drive) also filed to add five 12-unit condominium buildings as part of their existing PUD. This was denied.
- This application is being processed congruently with the application to amend the Comprehensive Plan's Future Land Use Map to recommend Mixed Residential for the subject property.
- 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 subject property is located near a variety of housing types, including low-density apartments, two-family duplexes, and single-family homes. There is also vacant residential land to the north of this property. The R-3 classification is compatible with existing and planned uses within the general area.
- b. *The zoning classification of property within the general area of the subject property;*
 - The subject property is adjacent to residential (R-1A and R-3) districts. It is also adjacent to a Business and Industrial district in the Town of Beloit, separated by railroad tracks. The R-3 zoning will allow for both multi-family, two-family, and single-family development.
- c. *The suitability of the subject property for the uses permitted under the existing zoning classification; and*
 - The subject property is suitable for the uses permitted in the R-2 district, but the applicant intends to integrate multi-family dwellings into this development. This is not allowed in the R-2 zoning district.
- d. *The trend of development and zoning map amendments in the general area of the subject property.*
 - This neighborhood is an established residential area. Its close proximity to major commercial uses along Prairie Avenue makes it ideal for mixed residential development.
 - A proposed PUD to allow a multi-family development of 66 units at 2660 Kadlec Drive was denied in 2009.

Consistency with Comprehensive Plan and Strategic Plan:

The Comprehensive Plan currently recommends Planned Neighborhood for the subject property. Upon approval from City Council, the Comprehensive Plan will recommend Mixed Residential 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** – The development of this parcel will connect existing roadways and infrastructure, meeting the present needs of the neighborhood. Additionally, future needs of the community will be met by offering diverse housing opportunities and increasing the municipal tax base.

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-2, Two-Family Residential District, to R-3, Low-Density Multi-Family Residential District, for the property located at 1715 Elmwood Avenue.

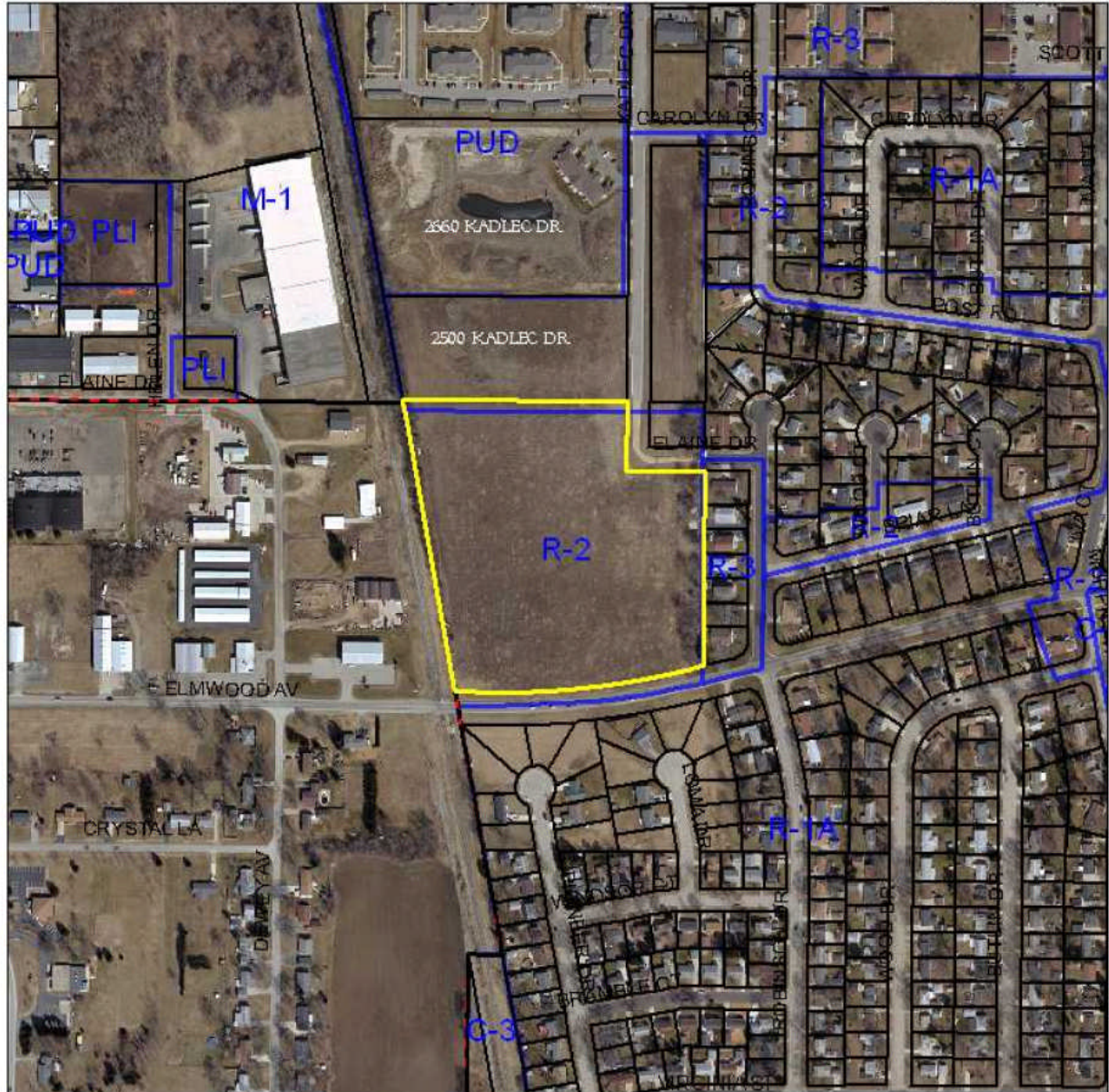
Fiscal Note/Budget Impact: N/A

Attachments: Location & Zoning Map, Application, Preliminary Plat, Public Notice, Mailing List, and Layout Exhibit

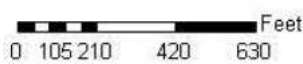
Location & Zoning Map

1715 Elmwood Avenue

ZMA-2014-08



1 inch = 420 feet



Legend

- COB Parcels
- Zoning District

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

PLANNING & BUILDING SERVICES DIVISION

CITY of BELOIT

PLANNING & BUILDING SERVICES DIVISION

100 State Street, Beloit, WI 53511

Phone: (608) 364-6700

Fax: (608) 364-6609

Zoning Map Amendment Application Form

(Please Type or Print)

File No.: ZMA-2014-08

1. Address of subject property: 1715 Elmwood Ave.

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

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

If more than two acres, give area in acres: 17.5 acres.

3. Tax Parcel Number(s): 206-11340600

4. Owner of record: Elmwood Commons LLC Phone: 414-975-2359
500 W. Bradley Rd #C112 Fox Point, Wisconsin 53217
(Address) (City) (State) (Zip)

5. Applicant's Name: Elmwood Commons LLC (Jack E. Meyers)
500 W. Bradley Rd #C112 Fox Point, Wisconsin 53217
(Address) (City) (State) (Zip)
414-975-2359 / _____ / _____
(Office Phone #) (Cell Phone #) (E-mail Address)

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

Change zoning district classification from: R-2 to: R-3

All existing uses on this property are: R-2, revised preliminary plat
Elmwood Commons, approved October 9, 2013

7. All the proposed uses for this property are:

Principal use(s): portion of development west of Kadlec Drive to
be rezoned from R-2 to R-3. Lots 1-8,37,38 will remain R-2

Secondary use(s): _____

Accessory use(s): _____

8. I/we represent that I/~~w~~e have a vested interest in this property in the following manner:
- (X) Owner
 - () Leasehold, Length of lease: _____
 - () Contractual, Nature of contract: _____
 - () Other, explain: _____

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

Name(s): Jack E. Meyers Phone: 414-975-7359

500 W. Bradley Rd. #C112 Fox Point, Wisconsin 53217

(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.

Jack E. Meyers Jack E. Meyers 6/4/2014

(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: \$275.00	Amount Paid: <u>275.00</u>	Meeting Date: <u>7/9/14</u>
Number of notices: _____ x mailing cost (\$0.50) = cost of mailing notices: \$ _____		
Application accepted by: <u>STNJP</u>		Date: <u>6/5/14</u>
Date Notice Published: _____		Date Notice Mailed: _____

REVISED PRELIMINARY PLAT

ELMWOOD COMMONS

LOT 1 OF CERTIFIED SURVEY MAP VOLUME 33 PAGE 343-348
 ALSO PART OF SUB-1 LOT 13-12 OF THE ABANDONED PLAT OF THE
 TOWN OF BELoit, SITUATED IN PART OF THE NE 1/4 OF THE S 1/4 OF
 SECTION 13, T. 1 N., R. 12 E., OF THE 4TH PM.,
 CITY OF BELoit, ROCK COUNTY, WISCONSIN

PLAT DATA

- 15.8 ACRES TOTAL
- 38 PROPOSED LOTS
- 1 BUILT FOR PDA PURPOSES
- 1 STORMWATER MANAGEMENT BASIN
- RESIDENTIAL LOTS TO HAVE CITY SEWER AND WATER
- AVERAGE RESIDENTIAL LOT SIZE = 11,735 SQUARE FEET
- 1.947 L.F. OF NEW ROADS MORE OR LESS (TOTAL CENTERLINE)
- CURRENT ZONING R-2
- 84' R.O.M. STREET (PAVING DRIVE) PROPOSED AT 34' CURB FACE TO CURB FACE TO MATCH EXISTING SECTION
- FRONT AND REAR YARD SETBACK TO BE 30 FEET (MIN)
- 60' R.O.M. STREETS PROPOSED AT 30' CURB FACE TO CURB FACE
- ALL STREETS TO HAVE CITY STANDARD CURBS AND DUTTER
- ROCK COUNTY SOIL SURVEY INCLUDED SOIL TYPE #1A, #1B, AND #1C
- DEPTH TO SEWER AND GROUNDWATER WERE NOT PUBLISHED

THIS LANDSCAPE BUFFER STRIP IS RESERVED FOR THE
 PLANTING OF TREES AND SHRUBS BY THE ELIMWOOD OR
 CONDOMINIUM DEVELOPER. THE PLACEMENT OF
 STRUCTURES HEREON IS PROHIBITED. MAINTENANCE OF ALL
 LANDSCAPING WITHIN 5-10 FEET BUFFER SHALL BE THE
 ONGOING RESPONSIBILITY OF THE RESPECTIVE LOT OWNER.



TAX ID
 NUMBER
 206-11340600

For: **ELMWOOD COMMONS LLC**
 500 W. BRADLEY ROAD
 C112
 FOX POINT WI 53127
 414-978-2758
 Office # 30098
 JULY 10, 2013
 REVISED AUGUST 12, 2013





City of
BELOIT, Wisconsin
Division of Planning and Building Services

CITY HALL • 100 STATE STREET • BELOIT, WI 53511

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

www.ci.beloit.wi.us

Equal Opportunity Employer

NOTICE TO THE PUBLIC

June 27, 2014

To Whom It May Concern:

Jack Meyers has submitted an application for a Zoning Map Amendment to change the zoning district classification from R-2, Two-Family Residential District, to R-3, Low-Density Multi-Family District, for the property located at:

1715 Elmwood Avenue.

The applicant is planning a low-density, multi-family development. The section of the development from Kadlec Drive to the east will be developed as single- or two-family dwellings, while the rest of the development will be a mix of multi-family dwellings.

The following public hearings will be held regarding this application:

City Plan Commission: Wednesday, July 9, 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, August 18, 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.

LEWIS C & MARY I WASHINGTON
2520 PIONEER DR
BELOIT, WI 53511

MARCOS ACEVES
2524 ROBINSON DR
BELOIT, WI 535112222

REBECCA HENNING
2550 LOMA DR
BELOIT, WI 53511

STEPHEN & TINA ANDREWS
1768 ELMWOOD AVE
BELOIT, WI 535112264

KATHRYN HOUGH
2581 ROBINSON DR
BELOIT, WI 535112260

HELEN KIESOW
2680 PRAIRIE AVE
BELOIT, WI 53511

CAROLINA DEQUINO
2617 ROBINSON DR
BELOIT, WI 53511

LAWRENCE & TERRY BROWN
2629 ROBINSON DR
BELOIT, WI 535112223

JACK E MEYERS ELMWOOD COMMONS
LLC
500 W BRADLEY RD #C112
FOX POINT, WI 53217

SANDRA TESS
2638 ROBINSON DR
BELOIT, WI 535119473

JEROME S & BONNIE E KNOLL
2530 LOMA DR
BELOIT, WI 53511

MOHAMED FAROUK GANI
504 N BROCKWAY
PALATINE, IL 60067

ALBERT PEGEESE
2533 ROBINSON DR
BELOIT, WI 535112221

GARY & SUSAN BEEMAN
3647 O'RILEY RD
DARIEN, WI 53114

FRANK & PAULA PHILLIPS
5408 YERBA BUENA RD
SANTA ROSA, CA 95409

CHRISTINE L & EDWARD M JR ZHE
4512 PLANTATION LN
MILTON, WI 53563

EDWARD & CHRISTINE ZHE
4512 PLANTATION LN
MILTON, WI 53563

JUAN PEREZ-LAVARIEGA
2632 ROBINSON DR
BELOIT, WI 53511

ARTHUR & KAREN JAMES
2641 ROBINSON DR
BELOIT, WI 535112223

JERALD SWANSON
2644 ROBINSON DR
BELOIT, WI 53511

CLIFFORD GRICE
2535 PIONEER DR
BELOIT, WI 53511

JAMES MARTIN
2532 ROBINSON DR
BELOIT, WI 535112222

MARY TRUMPY
1756 ELMWOOD AVE
BELOIT, WI 535112211

STEPHEN ENGBRETSON
2576 ROBINSON DR
BELOIT, WI 53511

BROCKER-KIESOW LLC
2680 PRAIRIE AVE
BELOIT, WI 53511

HELEN KIESOW
2680 PRAIRIE AVE
BELOIT, WI 53511

DAWN SADEWATER
2623 ROBINSON DR
BELOIT, WI 53511

THOMAS G & DEBORAH L VAIL
2009 KELMSCOTT ST
THE VILLAGES, FL 32162

DOROTHY DOWLING
2647 ROBINSON DR
BELOIT, WI 535113032

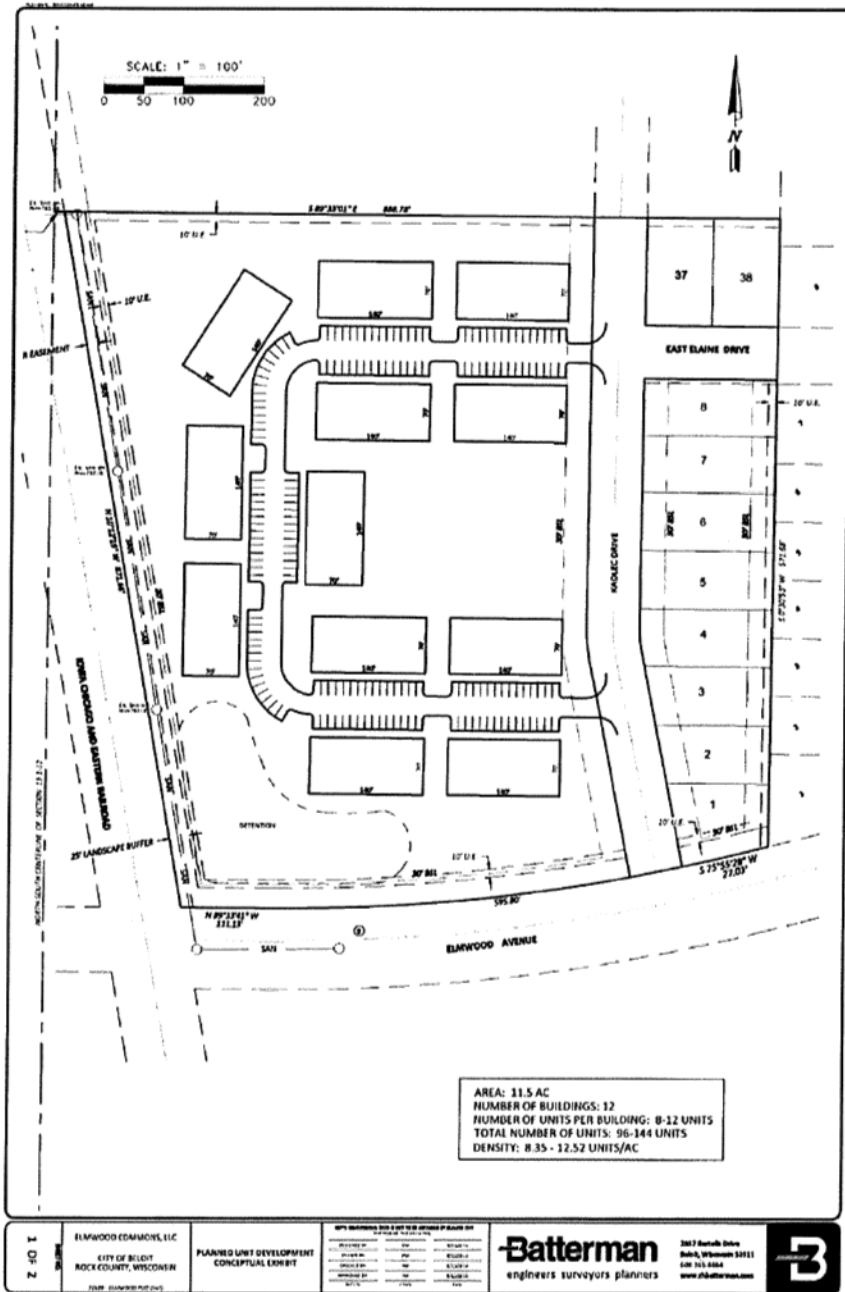
MICHAEL & LINDA STAPLEFORD
1774 POST RD
BELOIT, WI 53511

NIEL DEVOE
2700 N ROBINSON DR
BELOIT, WI 535112249

TYCORE BUILT LLC
2170 VELD AVE STE 106
GREEN BAY, WI 54303

SOO LINE RAILROAD COMPANY
120 S 6TH ST STE 190
MINNEAPOLIS, MN 55402

MURRAY BELOIT PROPERTY LLC
1011 FLORAL LN
DAVENPORT, IA 52802





N Q N	ELMWOOD COMMONS, LLC CITY OF BELLEVILLE ROCK COUNTY, WISCONSIN 2017-2018	PLANNED UNIT DEVELOPMENT CONCEPTUAL EXHIBIT	ALL INFORMATION SUBJECT TO THE PUBLIC ACCESS ACT (S.A. 19.31)	Batterman engineers surveyors planners	2857 Sunnyside Drive Beloit, Wisconsin 53511 608.731.4144 www.Batterman.com	
	2017-2018		ALL INFORMATION SUBJECT TO THE PUBLIC ACCESS ACT (S.A. 19.31)			



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, March 16, 2015

Presiding: Mark Spreitzer
Present: Sheila De Forest, Charles M. Haynes, Regina Hendrix, Ana Kelly, Chuck Kincaid, and David F. Luebke
Absent: None

1. The meeting was called to order at 7:00 p.m. in the Forum at Beloit City Hall.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS – none
4. PUBLIC HEARINGS
 - a. Community Development Director Julie Christensen presented an ordinance amending the Future Land Use Map of the City of Beloit **Comprehensive Plan** to change the future land use designation of the property located at 1715 Elmwood Avenue from Planned Neighborhood to Mixed Residential. It was noted that the Plan Commission recommended approval 5-0. Councilor Spreitzer opened the public hearing.
 - Frank McKearn, Batterman, said that he is here representing the property owner and will answer any questions from the Council.Councilor Spreitzer closed the public hearing. Councilor De Forest said that she is concerned about the rental density in the area. Mr. McKearn said that the property owner plans to change the zoning and market the property to a developer who will create a multifamily project on the lot west of the proposed extended Kadlec Drive. Councilor Spreitzer asked Ms. Christensen if the Council could determine an appropriate density for the area. Ms. Christensen said that, if the zoning change is approved, the property owner could construct one multifamily building on the property or seek a Planned Unit Development from the City Council for more buildings on the same property. Councilor Kincaid asked if the public would have a chance to testify regarding a planned development on the property, and Ms. Christensen said that a public hearing is required for a Planned Unit Development. Councilor Luebke made a motion to suspend the rules and offer a seconded reading of the ordinance. Councilor Kincaid seconded. Councilor De Forest asked if a sign describing the proposed zoning change was installed in the property, and Ms. Christensen said that a sign had not been installed. Councilor Spreitzer said that, given that the last time this matter came before Council it was recommended for denial by the Plan Commission, it would be appropriate to install a sign and lay this item over until the next meeting. The motion to suspend the rules failed 0-7. Councilor Haynes made a motion to lay this item over to the April 6th City Council meeting, and Councilor De Forest seconded. The motion carried 7-0. File 5913
 - b. Ms. Christensen presented an ordinance amending the City of Beloit **Zoning District Map** to change the zoning district classification of the property located at 1715 Elmwood Avenue from R-2, Two-family Residential District, to R-3, Low Density Multi-family Residential. It was noted that the Plan Commission recommended approval 5-0. Councilor De Forest made a motion to lay this item over to the April 6th City Council meeting to allow staff to install a sign on the property. Councilor Hendrix seconded, and the motion carried 7-0. File 5913
5. CITIZEN PARTICIPATION
 - A'neya Frazier and Erin Hudson spoke on behalf of the Beloit Memorial High School Minority Excellence Organization regarding the upcoming 2015 Historically Black Colleges and Universities (HBCU) College Tour.

- Art LeFeber, 637 Wisconsin Avenue, said that he thinks the City should provide additional resources to the public safety departments to help reduce the violence in the City.

6. CONSENT AGENDA

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

- The **minutes** of the special and regular meetings of March 2nd and the special meeting of March 9, 2015, were approved.
- The resolution approving a **Class “B” Beer and Reserve “Class B” Liquor License** for The Local, LLC, d/b/a The Local Bar & Grill, 443 East Grand Avenue, Mike Dutter, Agent, was approved. File 8645
- The resolution approving a two-lot **Certified Survey Map** for the property located at 1401 Townhall Road, was adopted. File 8673
- The resolution awarding **Public Works Contract C15-05**, Seal Coating, was adopted. File 8677
- The resolution awarding **Public Works Contract C15-06**, Colley Road Water Main Extension, was adopted. File 8678

7. ORDINANCES – none

8. APPOINTMENTS – none

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor Luebke congratulated the City Manager for receiving the Headliner Award at the Greater Beloit Chamber of Commerce Annual Dinner.
- Councilor De Forest commended Mary Garza in the Transit Department for receiving an Accommodation for Customer Service. She thanked Beth Jacobsen for her wonderful work as the Assistant to the City Manager and Monica Krystopa for her hard work at Visit Beloit. She also thanked the Beloit Public Library staff for organizing Book Quest.
- Councilor Kincaid said that he is excited for spring.
- Councilor Hendrix congratulated Beth Jacobsen and Monica Krystopa and wished them well. She said that she is supervising the upcoming HBCU tour and encouraged the public to support students.
- Councilor Kelly said that she attended the Chamber dinner and saw the City Manager receive the Headliner Award. She said that she attended the League of Women Voters Candidate Forum and that all candidates did well.
- Councilor Spreitzer said that he attended Book Quest and the Chamber dinner. He congratulated the City Manager on receiving the Headliner Award and wished Beth Jacobsen and Monica Krystopa well.

10. CITY MANAGER’S PRESENTATION

- Police Chief Norm Jacobs presented information regarding the Police Department Commission on **Law Enforcement Accreditation**. He stated that the Commission on Accreditation for Law Enforcement Agencies (CALEA) will begin reviewing the Department’s policies with a public listening session on March 23rd starting at 3:00 p.m. in the Forum at Beloit City Hall. Chief Jacobs provided updates regarding the East Side Substation, the “Stop the Violence Initiative,” the Rock County Sheriff’s Department enforcement assistance, and the recruitment process for new officers.
- City Manager Larry Arft presented the annual **Report to the Community**. He updated the Council and the community on the improvements to the City Center over the last ten years. He highlighted public infrastructure improvements and private redevelopment and investment.

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Public Works Director Greg Boysen presented a resolution authorizing the Public Works Department to enter into a Cooperative Agreement with the National Weather Service of the National Oceanic and Atmospheric Administration (NWS/NOAA) to implement a **River Gaging System on Turtle Creek**. Councilor De Forest asked about ongoing maintenance costs, and Mr. Boysen said that it may be a couple hundred dollars per year or less. Councilor Haynes made a motion to adopt the resolution, and Councilor Kincaid seconded. The motion carried 7-0. File 8679
- b. Mr. Boysen presented a resolution accepting a Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source Water Pollution Abatement and **Storm Water Management Grant** and amending the 2015 Storm Water Operating Budget. He said that the City's Storm Water Management Plan must be updated to comply with the DNR's permit requirements and that the grant would cover 60% of the associated costs. Councilor Luebke made a motion to adopt the resolution, and Councilor Kincaid seconded. The motion carried 7-0. File 8587

12. At 8:27 p.m., Councilor Hendrix made a motion to adjourn the meeting. Councilor De Forest seconded, and the motion carried.

Rebecca Houseman LeMire, City Clerk

www.beloitwi.gov

Date approved by Council:



**PROCEEDINGS OF THE BELOIT CITY COUNCIL
Special Meeting
100 State Street, Beloit, WI 53511
Wednesday, March 19, 2015**

Presiding: Mark Spreitzer
Present: Sheila De Forest, Charles M. Haynes Regina D. Hendrix, Ana Kelly, Chuck Kincaid, and David F. Luebke
Absent: None

1. Councilor Spreitzer called the meeting to order at 6:35 p.m. in the 4th Floor City Manager's Conference Room at City Hall.
2. Councilor Luebke made a motion to adjourn into closed session pursuant to Wis. Stat. 19.85(1)(c) to **consider the employment status of a public employee** over which the governmental body has jurisdiction or exercises responsibility. Councilor Hendrix seconded. The motion carried, and the Council adjourned into closed session at 6:35 p.m. to review candidate application materials and resumes for the position of City Manager.
3. At 9:03 p.m., Councilor De Forest made a motion to adjourn the closed session. Councilor Hendrix seconded, and the motion carried.

Rebecca Houseman LeMire, City Clerk

www.beloitwi.gov

Date Approved by Council:



PROCEEDINGS OF THE BELOIT CITY COUNCIL
Special Meeting
100 State Street, Beloit, WI 53511
Monday, March 23, 2015

Presiding: Mark Spreitzer
Present: Sheila De Forest, Charles M. Haynes Regina D. Hendrix, Ana Kelly, Chuck Kincaid,
and David F. Luebke
Absent: None

1. Councilor Spreitzer called the meeting to order at 6:33 p.m. in the Forum at Beloit City Hall. Councilor Spreitzer indicated that item number 5 would be considered first on the agenda.
5. City Manager Larry Arft presented a resolution approving a First Amendment to the **Intergovernmental Agreement** between the City of Beloit, the County of Rock, and the Ho-Chunk Nation. Mr. Arft indicated that this is a simple extension of agreement for three more years which will allow time for the Department of the Interior to complete the review of the application for a casino in Beloit. Ho-Chunk Nation President John Greendeer thanked the City Council on behalf of the Ho-Chunk Nation for extending the agreement and supporting the casino project. Councilor Luebke made a motion to adopt the resolution, and Councilor Kelly seconded. The motion carried 7-0. File 8525
2. Community Development Director Julie Christensen presented a resolution authorizing the City Manager to apply for **Community Development Block Grant – Emergency Assistance Program Funds** for a Rock River shoreline stabilization project on the west side of the Rock River. Councilor Spreitzer opened and closed the public hearing without participation. Councilor De Forest asked if the City still qualifies for funds from the 2008 floods. Ms. Christensen said that the City was asked to apply again because there were funds left over. She said that this project is the only eligible project in the City. Councilor Haynes made a motion to adopt the resolution, and Councilor Hendrix seconded. The motion carried 7-0. File 8391
3. Economic Development Director and Greater Beloit Economic Development Corporation Executive Director Andrew Janke presented the **City and Vision Partner's Rebranding Program**. He indicated that the Greater Beloit Economic Development Corporation, the Downtown Beloit Association, the Greater Beloit Chamber of Commerce, and Visit Beloit have all deployed this new branding program. Councilor Luebke complimented the organizations for the way they have rebranded their organizations, but he said that he sees an "8" instead of a "B" for Beloit. Councilor De Forest said that she likes the colors in the logo but that she still sees an "8" and that the letterhead looks outdated. Councilor Kelly expressed concerns about how the logo would look in grayscale and shrunk. She said that she sees an "8" as well. Mr. Janke asked the Council if they want to continue with the current "flying B" logo or if they want to start the rebranding process over. Councilor Haynes said that he can see a "B" and an "8" and that the logo is abstract. He suggested the font be changed. Councilor Spreitzer spoke in favor of the new logo, saying that it is no less clear than the current "flying B." He said that there is strength in the unity between the five Vision Partners and suggested that the Council approve implementation of the logo. Councilor Kincaid said that he supports hiring another company to develop a new logo that is compatible with those of the other Vision Partners. Councilor Hendrix said that she likes the colors and that the logo is compatible with the School District's logo. Mr. Janke said that they could attempt to tweak the City's logo but that there are no financial resources available to start over. Mr. Arft said that implementation of the logo would likely be over time as equipment is replaced or repainted. Most of the Councilors indicated that they may be happy with a "tweaked" version of the logo, and Mr. Arft said that staff would try to tweak the logo and bring it back to the Council for review. File 8680

4. Mr. Arft presented a 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. Mr. Arft said that portions of the road are in the City and portions are in the Town of Beloit and that the County will pay to rebuild the section to urban standards. Mr. Arft said that the County will maintain jurisdiction and the City will pay to maintain the road. Councilor Haynes made a motion to adopt the resolution, and Councilor Kincaid seconded. The motion carried 7-0. File 8558
6. Mr. Janke presented a resolution approving **Farm Lease Extension** between the City of Beloit and Jason Henschler for 1901 and 2001 Gateway Boulevard and 3611 Clinic Road. Councilor De Forest made a motion to adopt the resolution, and Councilor Haynes seconded. The motion carried 7-0. File 8662
7. At 7:34 p.m., Councilor Hendrix made a motion to adjourn the meeting. Councilor Hendrix seconded, and the motion carried.

Rebecca Houseman LeMire, City Clerk

www.beloitwi.gov

Date Approved by Council:



**PROCEEDINGS OF THE BELOIT CITY COUNCIL
Special Meeting
500 Pleasant Street, Beloit, WI 53511
Monday, March 30, 2015**

Presiding: Mark Spreitzer
Present: Sheila De Forest, Charles M. Haynes, Regina D. Hendrix (via telephone until 5:52 p.m.), Ana Kelly, Chuck Kincaid, and David F. Luebke
Absent: None

1. Councilor Spreitzer called the meeting to order at 4:01 p.m. in the large conference room at Vision Beloit.
2. Councilor Luebke made a motion to adjourn into closed session pursuant to Wis. Stat. 19.85(1)(c) to **consider the employment status of a public employee**, specifically, to interview candidates for the position of City Manager. Councilor Kincaid seconded. The motion carried, and the Council adjourned into closed session at 4:01 p.m.
3. At 8:05 p.m., Councilor Luebke made a motion to adjourn the closed session. Councilor Haynes seconded, and the motion carried.

Rebecca Houseman LeMire, City Clerk

www.beloitwi.gov

Date Approved by Council:



**PROCEEDINGS OF THE BELOIT CITY COUNCIL
Special Meeting
500 Pleasant Street, Beloit, WI 53511
Tuesday, March 31, 2015**

Presiding: Mark Spreitzer
Present: Sheila De Forest, Charles M. Haynes, Regina D. Hendrix (via telephone from 5:05 p.m. to 6:00 p.m.), Ana Kelly, Chuck Kincaid, and David F. Luebke
Absent: None

1. Councilor Spreitzer called the meeting to order at 4:06 p.m. in the large conference room at Vision Beloit.
2. Councilor Luebke made a motion to adjourn into closed session pursuant to Wis. Stat. 19.85(1)(c) to **consider the employment status of a public employee**, specifically, to interview candidates for the position of City Manager. Councilor Haynes seconded. The motion carried, and the Council adjourned into closed session at 4:06 p.m.
3. At 7:40 p.m., Councilor Luebke made a motion to adjourn the closed session. Councilor Kincaid seconded, and the motion carried.

Rebecca Houseman LeMire, City Clerk

www.beloitwi.gov

Date Approved by Council:

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 4-21- 20 15
 ending 6-30 20 15

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

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

Applicant's Wisconsin Seller's Permit Number: <u>Applied</u>	
Federal Employer Identification Number (FEIN): <u>47-3532429</u>	
LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100.00</u>
<input checked="" type="checkbox"/> Class C wine	\$ <u>100.00</u>
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>50.00</u>
TOTAL FEE	\$ <u>250.00</u>

PAID 3/31/15

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): LITTLE MEXICO OF BELOIT 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 OWNER ADRIAN CORTES RICHARDO 741 MORRIS #4 PEWAUKEE WI
53072

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent ▶ Adrian Cortes Richarado

Directors/Managers _____

3. Trade Name ▶ LITTLE MEXICO OF BELOIT LLC Business Phone Number 608-312-2200

4. Address of Premises ▶ 2787 MILWAUKEE RD 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.) SIT DOWN / TAKE OUT FOOD SERVICE

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? LITTLE MEXICO OF BELOIT LLC (DIFFERENT OWNER)

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No

13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] Yes No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 31st day of March, 20 15

Jelena J. Adams
 (Clerk/Notary Public)

My commission expires 10-11-15

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>3-31-15</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
CORTES PICHARDO		ADRIAN			
Home Address (street/route)		Post Office	City	State	Zip Code
141 MORRIS ST - #4			PEWAUKEE	WI	53072
Home Phone Number		Age	Date of Birth	Place of Birth	
				MEXICO	

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

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- _____ of LITTLE MEXICO OF BELDIT, 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? 15 YEARS
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. _____
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
Quad Graphics	Pewaukee Wisconsin	2/15	Present
Employer's Name	Employer's Address	Employed From	To
Casa Tequila	Pewaukee Wisconsin	8/08	1/12

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 31st day of March, 20 15

Jelena J. Ahrens
(Clerk/Notary Public)

My commission expires 10-11-15

[Signature]
(Signature of Named Individual)



Printed on
Recycled Paper

Wisconsin Department of Revenue

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 LITTLE MEXICO OF BELOIT 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

LITTLE MEXICO OF BELOIT, LLC
(trade name)

located at 2787 MILWAUKEE RD, BELOIT, WI 53511

appoints ADRIAN CORTES PICHARDO
(name of appointed agent)

141 MORRIS ST. -#4 PEWAUKEE, WI 53072
(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).

LITTLE MEXICO OF BELOIT, LLC

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? 12/2000

Place of residence last year 141 MORRIS ST. #4 PEWAUKEE, WI 53072

For: LITTLE MEXICO OF BELOIT, LLC
(name of corporation/organization/limited liability company)

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

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

ACCEPTANCE BY AGENT

I, ADRIAN CORTES PICHARDO
(print/type agent's name), hereby accept this appointment as agent for the

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

[Signature] 3-31-2015
(signature of agent) (date) Agent's age _____

141 MORRIS ST. #4 PEWAUKEE, WI 53072
(home address of agent) Date of birth _____

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

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

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

**RESOLUTION
AWARDING PUBLIC WORKS CONTRACT C15-12
FOURTH STREET ISLAND REPAIR**

WHEREAS, on March 27, 2015, three competitive bids were received, the low bid being from CPR Inc.; and

WHEREAS, CPR Inc. is a qualified bidder.

THEREFORE, BE IT RESOLVED that Public Works Contract C15-12, Fourth Street Island Repair, is hereby awarded to CPR Inc., Brookfield, WI, in the following amounts:

CPR Inc.
PO Box 1177
Brookfield, WI 53008

Base Bid	\$ 44,738.80
<u>Allowance for Change Orders and/or Extra Work</u>	<u>\$ 6,261.20</u>
TOTAL PROJECT COST	\$ 51,000.00

BE IT FURTHER RESOLVED that the amount of \$51,000.00 is hereby funded as follows:

<u>P5414636-5514-2014 Fourth Street Island Repairs</u>	<u>\$ 51,000.00</u>
TOTAL	\$ 51,000.00

Dated at Beloit, Wisconsin this 6th day of April, 2015.

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: Award of Construction Contract for C15-12, Fourth Street Island Repairs

Date: April 6, 2015

Presenter(s): Gregory Boysen, Public Works Director

Department(s): Public Works/Engineering

Overview/Background Information:

This project will repair/replace the concrete median islands at the intersection of Fourth Street and Portland Avenue with corrugated mountable medians.

Key Issues (maximum of 5):

1. Three (3) bids were received for this project. The low bid of \$44,738.80 was from CPR Inc. and is 62.03% more than the engineer's estimate of \$27,610.
2. CPR Inc. is considered a responsible bidder for this project.
3. The costs for this project are as follows: \$44,738.80 for construction, \$6,261.20 for Change Orders or extra work, for a total of \$51,000.
4. No properties will be special assessed for this project.

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 appearance and quality of the Fourth Street and Portland Avenue intersection.

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**
The improved pavement meets the present and future human needs by extending the life of the pavement, and reducing pavement maintenance.

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 awarding this Public Works Contract to CPR Inc. in the amount of \$44,738.80.

Fiscal Note/Budget Impact:

Adequate funding is available in the Capital Improvement Budget.

CITY OF BELOIT

DEPARTMENTAL CORRESPONDENCE

TO: Mike Flesch, City Engineer

FROM: Nicholas Todd, Engineering Technician (ext. 5737)

DATE: March 27, 2015

SUBJECT: Bid Results for Contract C15-12
Fourth Street Island Repairs

Pursuant to advertisements placed March 12 and 19, 2015, bids were received until 10:00 a.m. on March 27, 2015 for the Fourth Street Island Repairs project. A tabulation of bids is attached.

Three bids were received for this project as follows:

1. <i>Engineer's Estimate</i>		\$27,610	-62.03%
2. CPR Inc.	Brookfield, WI	\$44,738.80	*Low Bid*
3. Parisi Construction Co., Inc.	Verona, WI	\$54,346.00	+21.47%
4. Marvin Gleason Contractor, Inc.	Franksville, WI	\$56,917.80	+27.22%

Upon review of the Contractor's Proof of Responsibility Statement, CPR Inc. is determined to be a responsible bidder.

I recommend that the contract be awarded to CPR Inc. of Brookfield, WI. The following is a breakdown of the proposed project cost:

COSTS

CPR Inc. Base Bid	\$ 44,738.80
Allowance for Change Orders and/or Extra Work	<u>\$ 6,710.82</u>
TOTAL PROJECT COST	\$ 51,500.00

PROJECT INFORMATION

This project will repair/replace the concrete median islands at the intersection of Fourth Street and Portland Avenue with corrugated mountable medians.

**Tabulation of Bids
Contract C15-12
Fourth Street Island Repairs
Bids Opened March 27, 10:00 AM**

Item No.	Bid Item Description	Quantity	Unit	Engineer's Estimate		CPR INC		PARISI CONSTRUCTION		MARVIN GLEASON CONTRACTOR	
				Price	Extended	Price	Extended	Price	Extended	Price	Extended
1	Traffic Control	1	LS	\$3,000.00	\$3,000.00	\$8,500.00	\$8,500.00	\$13,500.00	\$13,500.00	\$8,000.00	\$8,000.00
2	Full depth sawcut	1,000	LF	\$1.50	\$1,500.00	\$1.50	\$1,500.00	\$2.00	\$2,000.00	\$4.00	\$4,000.00
3	Remove pavement, (includes curb, sidewalk, and brick)	150	SY	\$3.00	\$450.00	\$25.00	\$3,750.00	\$42.00	\$6,300.00	\$71.00	\$10,650.00
4	Adjust Traffic Loop Detector pullbox to new pavement	6	EA	\$300.00	\$1,800.00	\$500.00	\$3,000.00	\$550.00	\$3,300.00	\$200.00	\$1,200.00
5	Neenah R-3227-D Frame and Grate	2	EA	\$450.00	\$900.00	\$1,000.00	\$2,000.00	\$1,400.00	\$2,800.00	\$975.00	\$1,950.00
6	415.1080 Concrete Pavement HES 10" thick	5	SY	\$85.00	\$425.00	\$100.00	\$500.00	\$210.00	\$1,050.00	\$150.00	\$750.00
7	620.0100 Concrete Corrugated Median	1,266	SF	\$9.10	\$11,520.60	\$11.80	\$14,938.80	\$11.00	\$13,926.00	\$15.30	\$19,369.80
8	601.0417 Concrete Curb & Gutter 30" Type K	30	LF	\$40.00	\$1,200.00	\$35.00	\$1,050.00	\$40.00	\$1,200.00	\$40.00	\$1,200.00
9	4" thick PCC sidewalk	235	SF	\$6.00	\$1,410.00	\$5.00	\$1,175.00	\$8.00	\$1,880.00	\$5.80	\$1,363.00
10	4' x 2' Detectable Warning Fields	3	EA	\$350.00	\$1,050.00	\$250.00	\$750.00	\$350.00	\$1,050.00	\$400.00	\$1,200.00
11	Base Aggregate Dense, 1-1/4"	55	Ton	\$15.00	\$825.00	\$50.00	\$2,750.00	\$40.00	\$2,200.00	\$20.00	\$1,100.00
12	647.0856 Pavement Marking Concrete Corrugated Median (Epoxy)	510	SF	\$3.00	\$1,530.00	\$7.50	\$3,825.00	\$4.00	\$2,040.00	\$8.50	\$4,335.00
13	Remove and Replace storm inlet casting R-3067-C	2	EA	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$1,550.00	\$3,100.00	\$900.00	\$1,800.00
Total Proposal					\$27,610.60		\$44,738.80		\$54,346.00		\$56,917.80

RESOLUTION
AWARDING PUBLIC WORKS CONTRACT C15-16, AMENDING THE 2013 CAPITAL IMPROVEMENTS BUDGET, AND APPROPRIATING ADDITIONAL FUNDS FOR THE GATEWAY STREET LIGHTING PROJECT

WHEREAS, the adopted capital improvements budget for 2013 provided funding and an appropriation for the installation of street lights along Gateway Boulevard; and

WHEREAS, project design and construction bid specifications were developed by the City's Engineering staff and distributed to qualified contractors; and

WHEREAS, the project and this contract will add LED street lights along Cranston Road west of Gateway Boulevard and along Gateway Boulevard between Cranston Road and the state line; and

WHEREAS, the addition of lights along Cranston Road will eliminate a potential dark spot along the corridor; and

WHEREAS, on March 19, 2015, two competitive bids were received, the low bid being from Outdoor Lighting Construction Company, Inc.; and

WHEREAS, Outdoor Lighting Construction Company, Inc. is a qualified bidder; and

WHEREAS, the low bid was higher than budgeted; and

WHEREAS, a budget amendment is required to appropriate additional funding for this project.

NOW, THEREFORE, BE IT RESOLVED, that Contract C15-16, Gateway Street Lighting, is hereby is, awarded to Outdoor Lighting Construction Company, Inc., Milwaukee, Wisconsin, in the following amounts:

Outdoor Lighting Construction Company, Inc.
8628 W. Calumet Road
Milwaukee, WI 53224

Base Bid	\$ 556,923.08
Allowance for Change Orders and/or Extra Work	\$ <u>83,476.92</u>
TOTAL PROJECT COST	<u>\$ 640,400.00</u>

BE IT FURTHER RESOLVED that funding for the project, the 2013 Capital Budget, is hereby amended, and an additional appropriation is authorized as follows:

<u>FUNDING SOURCES:</u>	<u>Original</u>	<u>Amended</u>	<u>Difference</u>
P5021446-4999-2011 Fund Balance	\$ 90,000	\$ 90,000	\$ 0
P5021446-4999-2012 Fund Balance	\$141,000	\$ 141,000	\$ 0
<u>P5021446-4999-2013 Fund Balance</u>	<u>\$220,000</u>	<u>\$ 410,000</u>	<u>\$ 190,000</u>
TOTAL FUNDING SOURCES	<u>\$451,000</u>	<u>\$ 641,000</u>	<u>\$ 190,000</u>

<u>EXPENDITURES:</u>	<u>Original</u>	<u>Amended</u>	<u>Difference</u>
P5021446-5514-2011 Streets	\$ 90,000	\$ 90,000	\$ 0
P5021446-5511-2012 Buildings/Construction	\$ 141,000	\$ 141,000	\$ 0
<u>P5021446-5511-2013 Buildings/Construction</u>	<u>\$ 220,000</u>	<u>\$ 410,000</u>	<u>\$ 190,000</u>
TOTAL EXPENDITURES	<u>\$ 451,000</u>	<u>\$ 641,000</u>	<u>\$ 190,000</u>

Dated at Beloit, Wisconsin this 6th day of April 2015

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: Award of Construction Contract for C15-16, Gateway Street Lighting and Amend the 2013 Capital Budget.

Date: April 6, 2015

Presenter(s): Gregory Boysen, Public Works Director

Department(s): Public Works/Engineering

Overview/Background Information:

This project will add LED street lights along Cranston Road west of Gateway Boulevard and along Gateway Boulevard between Cranston Road and the state line.

Key Issues (maximum of 5):

1. Two (2) bids were received for this project. The low bid of \$556,923.08 was from Outdoor Lighting Construction Co., Inc. and is 1.49% more than the engineer's estimate of \$548,625.00.
2. Outdoor Lighting Construction Co., Inc. is considered a responsible bidder for this project.
3. The costs for this project are as follows: \$556,923.08 for construction, \$83,476.92 for Change Orders or extra work, for a total of \$640,400.00.
4. An amendment to the 2013 Capital Improvement Budget is required. \$190,000.00 will be transferred into the 2013 Buildings/Construction fund in the CIP from TIF 10 fund balance.
5. The addition of LED lighting along Cranston Boulevard west of Gateway and a significant increase in the cost of wiring compared to the estimate, account for the majority of the \$190,000.00 need in additional funding.

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 appearance and quality of Cranston Road and Gateway Boulevard.

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 awarding this Public Works Contract to Outdoor Lighting Construction Co., Inc. in the amount of \$556,923.08.

Fiscal Note/Budget Impact:

Inadequate funding is available in the Capital Improvement Budget. The included budget amendment is required to appropriate the needed additional funding. The additional funding is from TIF 10 fund balance.

CITY OF BELOIT

DEPARTMENTAL CORRESPONDENCE

TO: Mike Flesch, City Engineer

FROM: Jason Dupuis, Transportation Engineer (ext. 6735)

DATE: March 20, 2015

SUBJECT: Bid Results for Contract C15-16
Gateway Street Lighting

Pursuant to advertisements placed March 4 and 11, 2015, bids were received until 2:00 p.m. on March 19, 2015 for the Gateway Street Lighting project. A tabulation of bids is attached.

Two bids were received for this project as follows:

1. <i>Engineer's Estimate</i>		\$548,625.00	-1.49%
2. Outdoor Lighting Construction Co., Inc. Milwaukee, WI		\$556,923.08	*Low Bid*
3. Westphal & Company, Inc.	Madison, WI	\$654,117.00	+17.45%

Upon review of the Contractor's Proof of Responsibility Statement, Outdoor Lighting Construction Co., Inc. is determined to be a responsible bidder.

I recommend that the contract be awarded to Outdoor Lighting Construction Co., Inc. of Milwaukee, WI. The following is a breakdown of the proposed project cost:

COSTS

Outdoor Lighting Construction Co., Inc. Base Bid	\$ 556,923.08
Allowance for Change Orders and/or Extra Work	<u>\$ 83,476.92</u>
TOTAL PROJECT COST	\$ 640,400.00

PROJECT INFORMATION

This project will add LED street lights along Cranston Road between the I39/90 Bridge and Gateway Boulevard and along Gateway Boulevard between Cranston Road and the state line.



**Gateway Street Lighting
C15-16**

BID DATE: 3/19/2015

2:00 PM

Bid Tabulation

ITEM NO.	BID ITEMS DESCRIPTION	CONTRACT QUANTITY		ENGINEER'S ESTIMATE		OUTDOOR LIGHTING CONSTRUCTION CO., INC.		WESTPHAL & COMPANY, INC.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
LIGHTING									
1	Supply and install Streetlight (Sternberg) single arm	20	EA	\$3,500.00	\$70,000.00	\$3,633.48	\$72,669.60	\$3,743.00	\$74,860.00
2	Supply and Install Streetlight (Sternberg) double arm	50	EA	\$7,500.00	\$375,000.00	\$5,416.76	\$270,838.00	\$5,668.00	\$283,400.00
3	Concrete Bases, Type 2	66	EA	\$550.00	\$36,300.00	\$784.64	\$51,786.24	\$866.00	\$57,156.00
4	Pull Box, Steel, 24" x 36"	22	EA	\$550.00	\$12,100.00	\$530.84	\$11,678.48	\$751.00	\$16,522.00
5	2-inch conduit, rigid, non-metallic, PVC, Schedule 40	7200	LF	\$3.50	\$25,200.00	\$5.82	\$41,904.00	\$7.62	\$54,864.00
6	2-inch conduit, Special	1200	LF	\$4.50	\$5,400.00	\$14.22	\$17,064.00	\$22.81	\$27,372.00
7	Supply and Install New Meter Pedestal	5	EA	\$1,250.00	\$6,250.00	\$2,022.40	\$10,112.00	\$1,731.00	\$8,655.00
8	Lighting System Wiring, Complete	1	LS	\$15,000.00	\$15,000.00	\$63,815.76	\$63,815.76	\$98,168.00	\$98,168.00
9	Seed Lawn Restoration	2250	SY	\$1.50	\$3,375.00	\$7.58	\$17,055.00	\$14.72	\$33,120.00
TOTAL PROPOSAL				\$548,625.00		\$556,923.08		\$654,117.00	

RESOLUTION
AWARDING PUBLIC WORKS CONTRACT C15-02
Bayliss Avenue Rehabilitation Nelson to Railroad

WHEREAS, on March 26, 2015, one competitive bid was received, the low bid being from Rock Road Companies, Inc.; and

WHEREAS, Rock Road Companies, Inc., is a qualified bidder.

THEREFORE, BE IT RESOLVED that Public Works Contract C15-02, Bayliss Avenue Rehabilitation Nelson to Railroad, is hereby awarded to Rock Road Companies, Inc., Janesville, WI, in the following amounts:

Rock Road Companies, Inc.
PO Box 1818
Janesville, WI 53547

Base Bid	\$ 143,904.29
<u>Allowance for Change Orders and/or Extra Work</u>	<u>\$ 21,095.71</u>
TOTAL PROJECT COST	\$ 165,000.00

BE IT FURTHER RESOLVED that the amount of \$165,000.00 is hereby funded as follows:

<u>P2903437-5514-2015 BAYLISS AVE RECONSTRUCTION</u>	<u>\$ 165,000.00</u>
TOTAL	\$ 165,000.00

Dated at Beloit, Wisconsin this 6th day of April, 2015.

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: Award of Contract C15-02, Bayliss Avenue Rehabilitation Nelson to Railroad

Date: April 6, 2015

Presenter(s): Greg Boysen P.E., Public Works Director

Department(s): Public Works/ Engineering

Overview/Background Information:

This project will rehabilitate rough pavement on Bayliss Avenue between Nelson Avenue and the railroad tracks..

Key Issues (maximum of 5):

1. One bid was received for this project. The low bid of \$143,904.29 was from Rock Road Companies, Inc. and is 2.3% more than the engineer's estimate of \$140,631.02.
 2. Rock Road Companies, Inc. is considered a responsible bidder for this project.
 3. The costs for this project are as follows: \$143,904.29 for construction, \$ 21,095.71 for Change Orders or extra work, for a total of \$165,000.00.
-

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 appearance and quality of ride and improving pedestrian safety on these streets while lowering street maintenance costs.

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**
The improved pavement meets the present and future human needs by extending the life of the pavement, increasing pedestrian safety, and reducing pavement maintenance.
-

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 awarding this Public Works Contract to Rock Road Companies, Inc. in the amount of \$143,904.29.

Fiscal Note/Budget Impact:

The Town of Beloit has agreed to reimburse the City of Beloit for the portion of the project area within the Town jurisdiction which is approximately 39%, up to a maximum of \$64,455.15 based upon bid prices.

CITY OF BELOIT

DEPARTMENTAL CORRESPONDENCE

TO: Mike Flesch
FROM: Andy Hill, Project Engineer 
DATE: March 26, 2015
SUBJECT: Bid Results for Contract C15-02
Bayliss Avenue Rehabilitation Nelson to Railroad

Pursuant to advertisements placed March 11 and March 18, bids were received until 3:00 PM on March 26 for the Bayliss Avenue Rehabilitation Nelson to Railroad. A tabulation of bids is attached.

One bid was received for this project as follows:

1. Rock Road Companies, Inc.	Janesville, WI	\$ 143,904.29 *Low
Engineer's Estimate		\$ 140,631.02

Upon review of the Contractor's Proof of Responsibility Statement, Rock Road Companies, Inc. is determined to be a responsible bidder.

I recommend that the contract be awarded to Rock Road Companies, Inc. of Janesville, WI. The following is a breakdown of the proposed project cost:

COSTS

Rock Road Companies, Inc. Base Bid	\$ 143,904.29
Allowance for Change Orders and/or Extra Work	<u>\$ 21,095.71</u>
TOTAL PROJECT COST	\$ 165,000.00

PROJECT INFORMATION

This project will rehabilitate rough pavement on Bayliss Avenue between Nelson Avenue and the railroad tracks.

**Tabulation of Bids
Contract C15-02
Bayliss Avenue Rehabilitation Nelson to Railroad
Bids Opened March 26, 3:00 PM**

Item No.	Bid Item Description	Quantity	Unit	Engineer's Estimate		Rock Road Companies, Inc. Janesville, WI	
				Price	Extended	Price	Extended
1	Traffic Control	1	LS	\$2,120.00	\$2,120.00	\$3,350.00	\$3,350.00
2	Saw Cut Existing Pavement (Full Depth)	216	LF	\$2.55	\$550.80	\$3.37	\$727.92
3	Type C Inlet protection	9	Each	\$43.00	\$387.00	\$49.15	\$442.35
4	Common excavation (estimated 7.1 inches)	835	CY	\$17.65	\$14,737.75	\$18.00	\$15,030.00
5	Supply and Install Neenah R-1710 MH Casting with locking, non-rocking Type "B" lid, with up to 12" of new adjusting rings	11	Each	\$881.00	\$9,691.00	\$1,100.00	\$12,100.00
6	1 - 1/4-inch gradation crushed limestone	40	Ton	\$16.54	\$661.60	\$15.60	\$624.00
7	Subgrade stabilization flyash material	254	Ton	\$53.00	\$13,462.00	\$59.34	\$15,072.36
8	Flyash distribution and pulverization	4,234	SY	\$5.12	\$21,678.08	\$4.99	\$21,127.66
9	Finishing Roadway	1	LS	\$600.00	\$600.00	\$500.00	\$500.00
10	HMA Pavement, Type E-0.3 Special, 3" Binder Course	762	Ton	\$60.42	\$46,040.04	\$59.00	\$44,958.00
11	HMA Pavement, Type E-0.3 Special, 2" Surface Course	508	Ton	\$60.42	\$30,693.36	\$59.00	\$29,972.00
Total Proposal				\$140,621.63		\$143,904.29	



CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Release of Platted Utility Easements on Gateway Plat – Council Referral to the Plan Commission

Date: April 6, 2015

Presenter(s): Elizabeth A. Krueger

Department: City Attorney

Overview/Background Information:

The City Attorney has drafted the attached Release of Platted Easements, which pertains to unused and unnecessary utility easements over fifteen platted lots in the Gateway Business Park. According to State Statutes, the release of platted easements requires Plan Commission and City Council approval.

Key Issues (maximum of 5):

- When the Gateway Business Park was subdivided a decade ago, the approved plat included 12- and 20-foot utility easements along many interior and rear lot lines, which were intended to provide internal utility connections as the lots were individually developed. More often than not, development in the Gateway Park is occurring on multiple platted lots which are combined in order to create larger buildable parcels.
- There are no utilities in the easements that are subject to this release request.
- This request originated as part of the Pratt Industries development, although the Release as drafted applies to all of the properties in the affected block of the business park.
- The existing 20-foot utility easements along Gateway Blvd, Apex Drive, Tubbs Drive, and Colley Rd will remain.
- Charter Communications and Rock Energy Cooperative have already released their easement rights for the affected lots, and AT&T is reviewing a similar request.

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 April 8, 2015 meeting
- This item will most likely return to the City Council for possible action on April 20, 2015

Fiscal Note/Budget Impact: N/A

Attachments: Proposed Release of Platted Easements & Exhibits

EASEMENT RELEASE

GATEWAY BUSINESS PARK

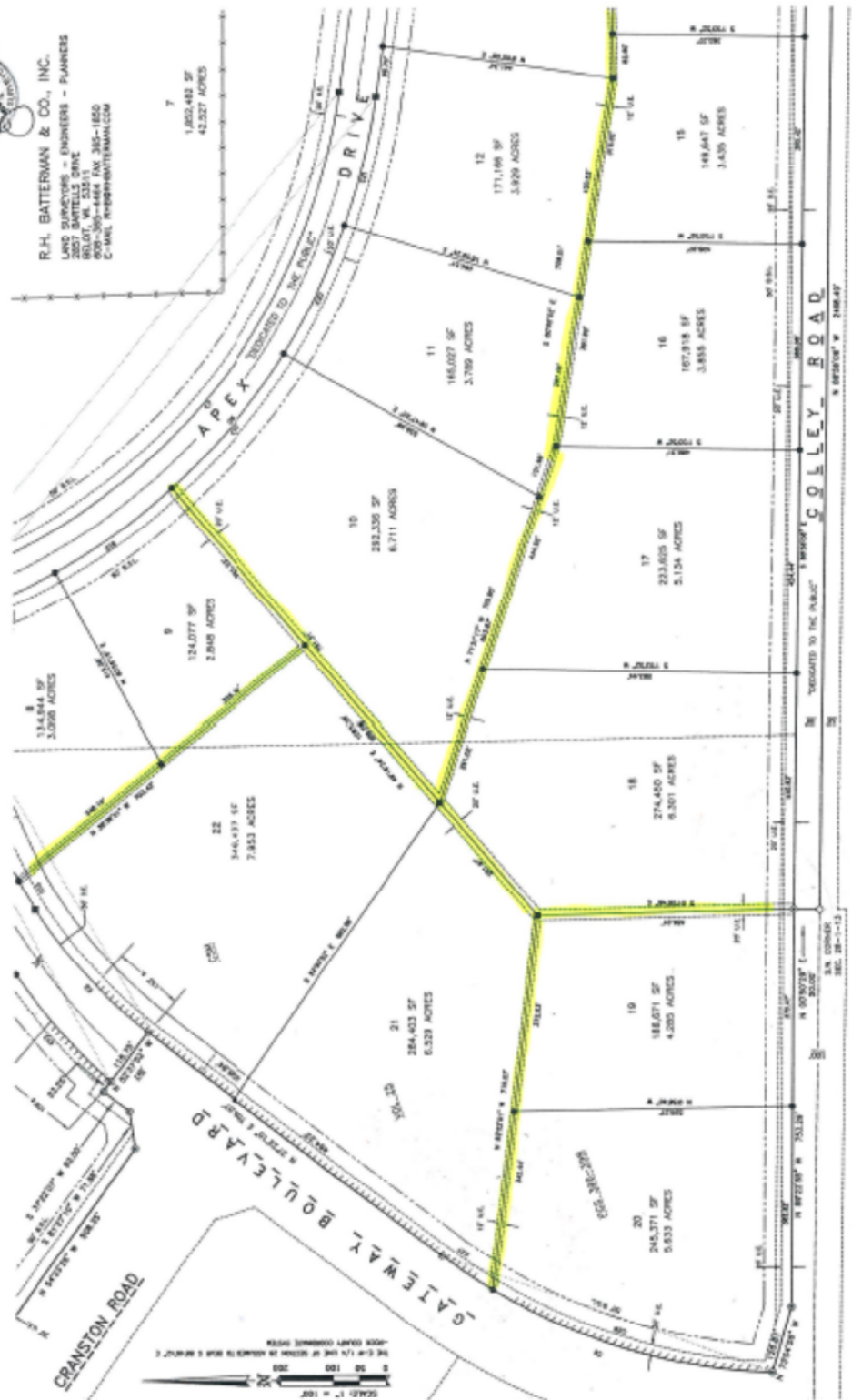
PLAT NO. 1

LOTS ONE AND TWO OF CERTIFIED SURVEY MAP DOCUMENT NO. 1579565 AS RECORDED IN VOLUME 25, PAGES 396-398, LOT ONE OF CERTIFIED SURVEY MAP DOCUMENT NO. 1579566 AS RECORDED IN VOLUME 25, PAGES 399-401 OF ROCK COUNTY CERTIFIED SURVEY MAPS, SITUATED IN PARTS OF THE S.E. 1/4 AND N.E. 1/4 OF SECTION 29 AND PARTS OF THE N.W. 1/4 AND N.E. 1/4 OF SECTION 28, ALSO PARTS OF THE S.E. 1/4 AND S.W. 1/4 OF SECTION 28, ALL SITUATED IN T. 1 N., R. 13 E. OF THE FOURTH P.M., CITY OF BELLOIT, ROCK COUNTY, WISCONSIN.

This is to certify that the above described easement was created by the original grantor and is hereby released to the original grantee. The release is effective as to all persons claiming under the original grantor. The release is subject to the terms and conditions set forth herein. The release is effective as to all persons claiming under the original grantor. The release is subject to the terms and conditions set forth herein.



R.H. BATTERMAN & CO., INC.
LAND SURVEYORS - ENGINEERS - PLANNERS
2007 BATELLS DRIVE
BELLOIT, WI 53511
PHONE: 920-858-1825
FAX: 920-858-1825
E-MAIL: INFO@BATTERMAN.COM



File Name: C:\WORK\00-0000\00-0000\00-0000.dwg
DATE: 10/1/2013
FOR BELLOIT ECONOMIC DEVELOPMENT CORPORATION



CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: AT&T Utility Easement 540 Colby Street – Council Referral to the Plan Commission

Date: April 6, 2015

Presenter(s): Greg Boysen

Department: Public Works

Overview/Background Information:

The AT&T - Wisconsin has requested that a utility easement be established along the east side of the property located at 540 Colby Street directly west of the west right of way of Prospect Street.

Key Issues (maximum of 5):

- AT&T currently has a manhole and underground lines in the easement area without an easement.
- AT&T has requested this easement so they can maintain and or expand their facilities in this area

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 April 8, 2015 meeting.
- This item will most likely return to the City Council for possible action on April 20, 2015.

Fiscal Note/Budget Impact:

N/A

Attachments:

Location and Zoning Map, Easement Exhibit, and Legal Description

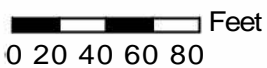
Location & Zoning Map

540 Colby Street

RPB-2015-05



1 inch = 80 feet



	AT&T Easement
	Parcels
	City of Beloit Limits

Map prepared by: Keith Houston
Date: March 2015
For: City of Beloit Planning & Building
Date of Aerial Photography: March 2011

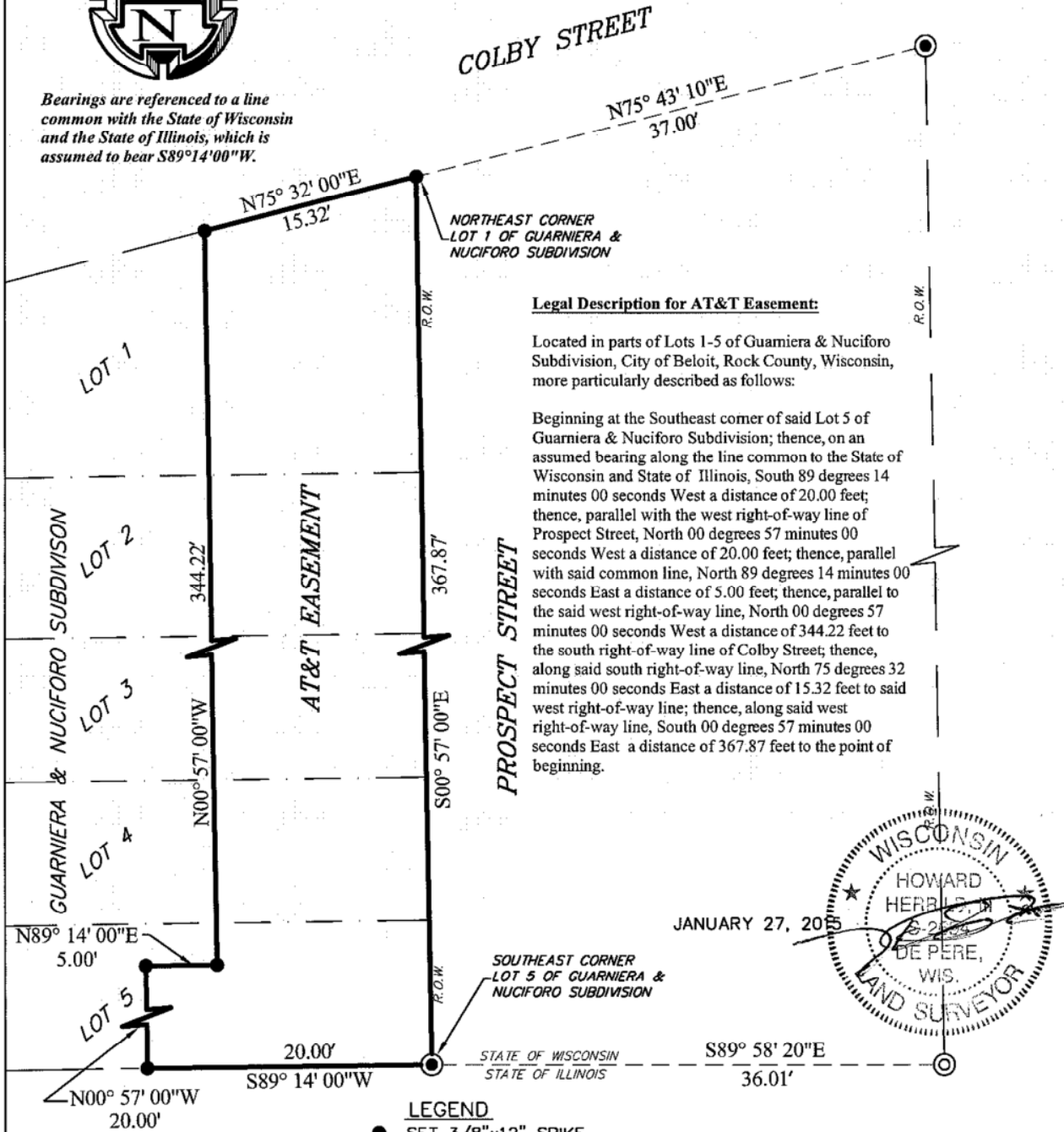
PLANNING & BUILDING SERVICES DIVISION

EXHIBIT "A" FOR AT&T EASEMENT

LOCATED IN PARTS OF LOTS 1-5 OF GUARNIERA & NUCIFORO SUBDIVISION, CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN.



Bearings are referenced to a line common with the State of Wisconsin and the State of Illinois, which is assumed to bear S89°14'00"W.



Legal Description for AT&T Easement:

Located in parts of Lots 1-5 of Guarniera & Nuciforo Subdivision, City of Beloit, Rock County, Wisconsin, more particularly described as follows:

Beginning at the Southeast corner of said Lot 5 of Guarniera & Nuciforo Subdivision; thence, on an assumed bearing along the line common to the State of Wisconsin and State of Illinois, South 89 degrees 14 minutes 00 seconds West a distance of 20.00 feet; thence, parallel with the west right-of-way line of Prospect Street, North 00 degrees 57 minutes 00 seconds West a distance of 20.00 feet; thence, parallel with said common line, North 89 degrees 14 minutes 00 seconds East a distance of 5.00 feet; thence, parallel to the said west right-of-way line, North 00 degrees 57 minutes 00 seconds West a distance of 344.22 feet to the south right-of-way line of Colby Street; thence, along said south right-of-way line, North 75 degrees 32 minutes 00 seconds East a distance of 15.32 feet to said west right-of-way line; thence, along said west right-of-way line, South 00 degrees 57 minutes 00 seconds East a distance of 367.87 feet to the point of beginning.



LEGEND

- SET 3/8"x12" SPIKE
- ⊙ FOUND 3/4" REBAR
- ⊙ FOUND 2.5" PIPE



UT. NO. 9677118
RW 2015-3
EASE 74092

AT&T - WISCONSIN GENERAL EASEMENT

DOCUMENT NUMBER

UT # 9677118 Ease # 74092 R/W # 2015-3

For a valuable consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned City of Beloit, a Wisconsin municipal corporation (Grantor) hereby grant and convey to Wisconsin Bell, Inc. d/b/a AT&T - Wisconsin, a Wisconsin Corporation, and its affiliates and licensees, successors and assigns (collectively "Grantees") an easement in, under, over, upon and across the Utility Easement Area (described herein) for the purpose of and in order to construct, reconstruct, maintain, operate, supplement, and remove underground broadband, communications, video and/or information services facilities, and other related fixtures, equipment, and appurtenances that may from time to time be required, with the right of ingress and egress for the purpose of this grant, within the Utility Easement Area. All improvements shall be located below grade, and the Grantees shall not install anything above grade or in any fashion that would affect the appearance of the surface of the real property or limit access to the real property.

RETURN ADDRESS:
Matthew D. Grimm
AT&T - Wisconsin
2005 Pewaukee Rd.
Waukesha, WI 53188

PARCEL NUMBER: 206 13540375

The Property is legally described as: Lots 1, 2, 3, 4, and 5 of Guarniera & Nuciforo's Subdivision being a part of the parcel fully described in Document #1855744, recorded on March 10, 2009, in the Register of Deeds office, Rock County, Wisconsin.

The Easement Area is legally described as: The Easterly 15 feet of the above described property, lying Westerly of and abutting the Westerly line of Prospect Street and also the Westerly 5 feet of the Easterly 20 feet of the Southerly 20 feet of the above described property. See Exhibit "A"; incorporated into and made a part hereof, by reference.

Address: Prospect Street

The Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

The Grantees shall indemnify the Grantor from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the Grantees' activities conducted on the Property, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of the Grantor or its agents or employees.

The Grantor reserves the right to use the Utility Easement Area for purposes that will not interfere with the Grantees' full enjoyment of the Easement rights granted in this Agreement. The Grantor specifically reserves the right to alter and improve the surface area of the Easement for purposes consistent with use of the

Property as a park, and the Grantees agree that the elevation of the surface area may be increased, but not permanently decreased and landscaping consistent with park purposes may occur.

The Grantees, at its own expense, and with all due diligence, shall observe and comply with all laws, ordinances, rules, and regulations which are now in effect or may later be adopted by any governmental authority, and which may be applicable to the Utility Easement Area or any improvement on it or any use of it.

In furtherance and not in limitation of the foregoing paragraph, the Grantees must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type occurs caused by the Grantees upon or from the Utility Easement Area the Grantees shall immediately notify Grantor and shall, at the Grantees' own expense, clean and restore the Utility Easement Area to the satisfaction of the Grantor and any governmental body or court having jurisdiction of the matter.

The Grantees shall restore the surface disturbed by any construction or maintenance of any equipment located within the Utility Easement Area to its condition before the disturbance. Grantor intends to construct a bike path on the property in which this Easement is located and the Grantees shall coordinate with the City Engineer during the construction phase of this easement. The City Engineer may waive all or portions of the restoration obligations of the Grantees. In no case shall the Grantees disturb any trees nor shall any underground boring activities be done in such a fashion as to damage the root systems of any trees or otherwise damage the viability of the trees without written permission from the City Engineer.

Grantees hereby agree to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance.

All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the Grantees and their respective successors and assigns. The party named as Grantor in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Rock County, Wisconsin.

Signature page to follow

Signed this _____ day of _____, 20____.

Signed this _____ day of _____, 20____.

CITY OF BELOIT

WISCONSIN BELL, INC. D/B/A AT&T - WISCONSIN, A WISCONSIN CORPORATION

By: _____
Larry N. Arft, City Manager

By: _____
(signature)

ATTEST:

(print name)

By: _____
Rebecca S. Houseman, City Clerk

Its _____
(print title)

APPROVED AS TO FORM:

STATE OF WISCONSIN)
)SS
COUNTY OF _____)

By: _____
Elizabeth A. Krueger, City Attorney

STATE OF WISCONSIN)
)SS
COUNTY OF ROCK)

I, _____, being a notary public in and for the state and county aforesaid, do hereby certify that

Personally appeared before me this _____ day of _____, 20____, the above-named Larry Arft, City Manager and Rebecca Houseman LeMire, City Clerk, to me known to be such City Manager and Clerk, and to me known to be the persons who executed the foregoing agreement as such officers of said entity, by its authority.

personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

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

Given under my hand and notarial seal this _____ day of _____, 20____.

Notary Public

My Commission expires: _____

This document was drafted by Gerald A. Friederichs, Wis. Bar Member No. 1014144, AT&T Services, Inc. Room 03A400 N17W24300 Riverwood Dr. Waukesha, WI. 53188.

Insertions by: Linda Kurtz, MI-TECH SERVICES, INC.



City of Beloit Yard Waste Program

**Greg Boysen
April 6, 2015**

Yard Waste Curbside Collection

- Leaves
- Bundles of Branches
- Grass Clippings
- Garden Debris



Yard Waste Curbside Collection



- Paper Yard Waste Bags
- Back to Nature - Biodegradable Bags
- Branches – 4'X4"
- Clean Trash Cans
 - Under 39 gallons
 - Weight under 60lbs

Yard Waste Curbside Collection



- Sheets of 5 for \$7.50
- Available at City Hall, Leisure Services, DPW, Grinnell Hall, Woodmans, Both Ace Hardware, All Walgreens
- Brush and shrubbery



Spring Curbside Collection

- Dates of Collection:
 - April 6 – 17, 2015



Summer Curbside Collection

- Second week of each month
 - Week of May 11
 - Week of June 15
 - Week of July 13
 - Week of August 10
 - Week of September 14
 - Week of October 12



Yard Waste Option

Leaflan Compost Center

6711 St. Lawrence

Beloit, WI 53511

(608) 364-1909

Fee's apply



Questions?

- Call DPW Operations Facility
– (608) 364-2929
- www.beloitwi.gov – Yard
Waste Collection

RESOLUTION
AMENDING THE 2015 CAPITAL IMPROVEMENTS BUDGET TO INCLUDE A PROJECT FOR
INTERSECTION IMPROVEMENTS AT CRANSTON ROAD AND GATEWAY BOULEVARD

WHEREAS, Pratt Industries needs access to Gateway Boulevard and the intersection at Cranston Road is considered the best location for the main access to their new facility; and

WHEREAS, the adopted capital improvements budget for 2015 did not include this project; and

WHEREAS, the project will consist of a traffic impact analysis, signal upgrades, and the associated lane and island modifications; and

WHEREAS, it is desired to have the design and construction completed by the end of November 2015 for the opening of the Pratt facility.

NOW, THEREFORE BE IT RESOLVED, that funding for the project, the 2015 Capital Budget is hereby amended, and an additional appropriation is authorized as follows:

<u>FUNDING SOURCES:</u>	<u>Original</u>	<u>Amended</u>	<u>Difference</u>
P50-4999-2015 Fund Balance	\$ 0	\$ 300,000	\$ 300,000
TOTAL FUNDING SOURCES	\$ 0	\$ 300,000	\$ 300,000
<u>EXPENDITURES:</u>	<u>Original</u>	<u>Amended</u>	<u>Difference</u>
P50-5514-2015 Streets	\$ 0	\$ 250,000	\$ 250,000
P50-5258-2015 In House Engineering	\$ 0	\$ 5,000	\$ 5,000
<u>P50-5240-2015 Contracted Services</u>	<u>\$ 0</u>	<u>\$ 45,000</u>	<u>\$ 45,000</u>
TOTAL EXPENDITURES	<u>\$ 0</u>	<u>\$ 300,000</u>	<u>\$ 300,000</u>

Dated at Beloit, Wisconsin this 6th day of April 2015

City Council of the City of Beloit

Mark Spreitzer, Council President

ATTEST:

Rebecca Houseman LeMire, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution Amending the 2015 Capital Improvement Budget adding a project for Intersection Improvements at Cranston Road and Gateway Boulevard.

Date: April 6, 2015

Presenter(s): Gregory Boysen, Public Works Director

Department(s): Public Works/Engineering

Overview/Background Information:

This project will consist of signal upgrades to add a fourth leg to the existing intersection to allow for access to the Pratt Industries facility. It will include the addition of a left turn lane for southbound Gateway Boulevard traffic and the associated island modifications. This project will improve the safety for accessing this developing area.

Key Issues (maximum of 5):

1. Pratt Industries needs access to Gateway Boulevard and the intersection at Cranston Road is considered the best location for the main access.
2. The intersection is currently designed as a three legged intersection and requires modifications to make it a four legged intersection.
3. A Traffic Impact Analysis will be performed as part of this project to determine the signal requirements and sizes and location of required turn lanes.
4. The design and construction of these improvements is to be completed by the end of November 2015.

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 safety for this developing area.

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 amending the 2015 Capital Improvement Budget to add this project.

Fiscal Note/Budget Impact:

Funding for this project will come from the TIF 10 fund balance.

**RESOLUTION APPROVING A SECOND AMENDMENT
TO THE LAND CONTRACT PURCHASE AGREEMENT
BETWEEN THE HO-CHUNK NATION AND THE CITY OF БЕLOIT**

WHEREAS, the Ho-Chunk Nation ("Nation") and the City of Beloit ("City") entered into an Intergovernmental Agreement ("IGA") in March of 2012 and approved a three year extension of the IGA on March 23, 2015, regarding the development of a casino on certain lands owned by the Nation in the vicinity of Colley Road and Willowbrook ("Casino Site"); and

WHEREAS, on March 1, 2013 the parties entered into an agreement concerning the purchase price and terms and conditions of such Land Contract as set out in the Land Contract Purchase Agreement; and

WHEREAS, the parties are desirous of making changes to the Land Contract Purchase Agreement as outlined in the Second Amendment to the Land Contract Purchase Agreement, attached hereto; and

WHEREAS the acquisition of the lands adjacent to the trust site by the Nation continues to be very important to the development of a successful casino operation by the Nation.

NOW, THEREFORE, BE IT RESOLVED that the attached Second Amendment to the Land Contract Purchase Agreement between the City and the Nation is hereby approved and the City Manager of the City of Beloit be, and is hereby, authorized to execute the same, to further execute any other documents to implement the terms and conditions thereof, and to do all other things necessary in order to carry out the purposes of this resolution.

Adopted this 6th day of April, 2015.

City Council of the City of Beloit

Mark Spreitzer, President

Attest:

Rebecca Houseman LeMire, City Clerk

Tdh/res/Second Amendment to LCPA (Ho-Chunk)=res=150330 (99-1240)

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution Approving Second Amendment to Land Contract Purchase Agreement with Ho-Chunk Nation

Date: April 6, 2015

Presenter(s): Larry Arft/Elizabeth Krueger

Department(s): City Manager/City Attorney

Overview/Background Information:

As council is aware, the City and the Nation entered into a Land Contract Purchase Agreement ("LCPA") dated March 1, 2013. The Agreement calls for the transfer of just over 40 acres of property from the City to the Nation located to the east of Willowbrook Road and the south of Colley Road ("subject property"). The Nation has approached the city with a request to amend the Land Contract Purchase Agreement. City staff has worked with the Nation to develop terms for a second amendment which are outlined in the attached Second Amendment.

Key Issues (maximum of 5):

1. The subject property is encumbered by the existence of a billboard perpetual lease agreement. The Nation is requesting to exclude from the subject property approximately 1 acre of land where the billboard is sited and to reduce the purchase price accordingly. The purchase price per acre in the LCPA is \$45,000/acre. If approved, it is the intention of the City to combine the excluded acre with the city-owned property to the immediate south of the subject property.
 2. The Nation is seeking a reduction of \$50,000 from the original purchase price of \$1,871,950.50 due to existence of the billboard immediately adjacent to the subject property. The Nation expressed concern that there is a diminished value to the subject property due to the location of the billboard and the potential for a negative message to be placed on the billboard.
 3. The Nation is requesting a Right of First Refusal and an Option to Purchase the excluded billboard site for a five-year period immediately following the effective date of the agreement (at or before the closing date). The City will receive a payment of \$20,000 for the option and the proposed purchase price will be the original purchase price per acre for the property (\$45,000) or the price offered in a bona fide offer to purchase, if lower.
 4. The Nation is requesting an extension of time to update survey and title work and complete other due diligence activities that were delayed due to the lawsuit related to the subject property.
-

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:

Staff recommendation for approval of the Second Amendment.

Fiscal Note/Budget Impact:

The proposed Second Amendment calls for a reduction in the original purchase price as indicated above. The Agreement also calls for the receipt of a \$20,000 option payment and the potential receipt of \$45,000 in the future sale of the excluded billboard site.

Attachments: Second Amendment to the Land Contract Purchase Agreement between the City and the Nation

**SECOND AMENDMENT TO
LAND CONTRACT PURCHASE AGREEMENT**

This Second Amendment to Land Contract Purchase Agreement (“Second Amendment”) is made and entered into effective as of _____, 20 ____ (“Effective Date”), by and between the City of Beloit, Wisconsin (“Vendor”), and the Ho-Chunk Nation (“Purchaser”). Vendor and Purchaser are each sometimes referred to as a “Party,” or are together referred to as the “Parties.”

Background

The Parties entered into that certain Land Contract Purchase Agreement dated March 1, 2013 (“LCPA”), which was amended by that certain First Amendment to Land Contract Purchase Agreement dated March 28, 2013 (“First Amendment”; the LCPA, as amended by the First Amendment, is the “LCPA”).

Purchaser delivered its Title Objection Notice (as defined in the LCPA) to the Vendor by electronic mail dated April 16, 2013, a copy of which is attached and incorporated as **Exhibit 1** (“Title Objection Notice”). The Title Objection Notice contains an objection (“Billboard Objection”) to that certain unrecorded, perpetual, rent-free Agreement for Advertising Billboard Easement dated August 21, 1991 by and between Vivid, Inc., and the Vendor (including any amendments, assignments, or subeasements, the “Billboard Easement”) with respect to the approximately 100’ x 20’ advertising billboard (“Billboard”) located upon the real property described in the attached and incorporated **Exhibit 2** (“Parcel B”). Parcel B is one of the three (3) lots that make up the Property described in the LCPA.

Vendor has orally notified Purchaser that it will be unable or unwilling to terminate the Billboard Easement. Purchaser is willing to waive its objection to the Billboard Easement and Billboard if Vendor is willing to:

(i) exclude from the Property (being purchased under the LCPA) the approximately 1.0 acre (i.e., 175’ x 250’) portion of Parcel B depicted and described on the attached and incorporated **Exhibit 3** (“Excluded Billboard Property”);

(ii) reduce the Purchase Price by Forty-five Thousand and No/100 Dollars (\$45,000.00) (the “Excluded Property Reduction”) in recognition of the removal of the Excluded Billboard Property from the Property (being purchased under the LCPA);

(iii) enter into a right of first offer and option to purchase agreement with Purchaser with regard to the Excluded Billboard Property in substantially the form attached and incorporated as **Exhibit 4** (“ROFO-Option Agreement”) and a memorandum of the ROFO-Option Agreement in substantially the form attached and incorporated as **Exhibit 5** (“Memorandum of ROFO-Option Agreement”);

(iv) in recognition of the approximate diminishment in value of the Property because of the Billboard Easement, unknown to Buyer at the effective date of the LCPA, and immediately adjacent to the Property, reduce the Purchase Price by Fifty Thousand and No/100 Dollars (\$50,000.00) (“Billboard Reduction”); and

(v) at or before Closing, terminate or relocate any easements contained in, or arising out of, the Billboard, Billboard Easement or Triangle Property (defined below) that would burden any portion of the Property after Closing.

The due diligence activities of the Parties under the LCPA were delayed by a lawsuit against Vendor, Case Number 13CV498 in Rock County District Court (“Lawsuit”), which, among other things, enjoined the transfer of the Property under the LCPA. Because the Lawsuit has been settled and finally dismissed, and in recognition of the significant delay caused by the Lawsuit, the Parties wish to provide additional inspection rights to Purchaser as necessary to update title, survey, and related Property due diligence.

The Parties now therefore desire to amend and update the LCPA as set forth in this Second Amendment.

In consideration of the LCPA, the Parties agree as follows:

1. Defined Terms. Unless otherwise defined or modified in this Second Amendment, capitalized terms used herein shall have the meanings given them in the LCPA. The “Effective Date” of this Second Amendment shall be the date when a fully signed copy of this Second Amendment is delivered to both Parties, which date shall be inserted into the first paragraph of this Second Amendment.
2. Inspection Period. The Inspection Period is extended for thirty (30) days after the Effective Date of this Second Amendment.
3. Property. The Property described in the LCPA is replaced with the property legally described in the attached and incorporated **Exhibit 6**.
4. Purchase Price. The Purchase Price for the Property is reduced by the Excluded Property Reduction and the Billboard Reduction to \$1,776,950.50 (i.e., \$1,871,950.50 - \$45,000.00 – \$50,000.00).
5. Land Contract Payments. The amortization schedule attached to the LCPA as Exhibit B thereto is hereby deleted from the LCPA and replaced with the schedule attached and incorporated as **Exhibit 7**. Section 2 of the LCPA is hereby amended to replace the required down payment (i.e., \$187,195.00) with \$177,695.00 (“Down Payment”), and to replace the remaining balance (i.e., \$1,684,755.50) with \$1,599,255.50.
6. Land Contract Form. The Land Contract Form attached to the LCPA as Exhibit A thereto is hereby deleted and replaced with the Land Contract Form attached and incorporated as **Exhibit 8**.
7. ROFO-Option Agreement. At Closing, the Parties shall enter into the ROFO-Option Agreement and execute and record the Memorandum of ROFO-Option Agreement, and the Buyer shall pay the ROFO-Option Purchase Price (as defined in the ROFO-Option Agreement).
8. Vendor’s Closing Deliveries. Section 11 of the LCPA is amended to add the following subsections following Subsection 11.4:
 - 11.5 Lawsuit. Vendor shall deliver to Purchaser at or before Closing evidence reasonably acceptable to Purchaser of the final termination of the Lawsuit and of any recorded lis pendens or similar record of the Lawsuit with regard to the Property and sufficient for the Title Company to exclude the Lawsuit as an exception to the Title Policy.
 - 11.6 Billboard Access Easement Termination. Vendor shall deliver to Purchaser at or before Closing evidence reasonably acceptable to Purchaser that no easement, license, or other right of access contained in or arising in any way out of the Billboard or Billboard Easement shall burden the Property after Closing and sufficient for the Title Company to exclude the Billboard or Billboard Easement as an exception to the Title Policy.
 - 11.7 Triangle Property. Vendor shall deliver to Purchaser at or before Closing evidence reasonably acceptable to Purchaser that the real property described on the attached and incorporated **Exhibit 9** (“Triangle Property”) shall have, after the Closing, access to the public roads across property owned or controlled by the City and not across any of the Property and sufficient for the Title Company to exclude any prescriptive or other access easement benefitting the Triangle Property as an exception to the Title Policy.
 - 11.8 Right of First Offer Agreement. Vendor shall deliver to Purchaser at or before Closing a fully executed original of the ROFO-Option Agreement and the Memorandum of ROFO-Option Agreement. The Memorandum of ROFO-Option Agreement shall be recorded at Closing.
 - 11.9 Excluded Billboard Property. Vendor shall deliver to Purchaser at or before Closing evidence reasonably acceptable to Purchaser that (i) the Excluded Billboard Property has been lawfully removed from Parcel B (e.g., by certified survey map) and joined to the Vendor’s parcel to the south now serving as the location of the Beloit

wastewater treatment facility, and (ii) the remaining portion of Parcel B still included in the Property remains a legally conforming lot.

11.10 Billboard. Vendor shall execute and deliver to Purchaser at Closing the ROFO-Option Agreement and the Memorandum of ROFO-Option Agreement.

11.11 Conditions. Vendor's performance of its obligations in this Section 11 are a condition precedent to Purchaser's performance of its obligations under the LCPA.

9. No Other Changes. Notwithstanding anything in the LCPA to the contrary, the LCPA is, and remains in, full force and effect, as modified by this Second Amendment.

10. Counterparts. This Second 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 and the same agreement. Original signatures sent by facsimile or by electronic mail shall be accepted as originals and shall be binding upon the Parties.

[signature page follows]

The Parties have executed this Second Amendment as of the Effective Date.

CITY OF BELOIT

HO-CHUNK NATION

By: _____
Larry N. Arft, City Manager

By: _____
Heather Cloud, Vice President

Date: _____, 20__

Date: _____, 20__

Attest:

Attest:

By: _____
Rebecca Houseman LeMire, City Clerk

By: _____
Kathleen LoneTree-Whiterabbit,
Tribal Secretary

Date: _____, 20__

Date: _____, 20__

Approved as to Form:

By: _____
Elizabeth A. Krueger, City Attorney

Date: _____, 20__

EXHIBIT 1

Title Objection Notice

From: Springer, Thomas TJS (7130)
Sent: Tuesday, April 16, 2013 1:23 PM
To: 'Casper, Thomas (CasperT@ci.beloit.wi.us)'
Subject: FW: Beloit Land Contract - Title Objection Notice

Hi Mr. Casper,

Below is our title objection notice. We will call you shortly to discuss further.

Title Objection Notice.

Per Section 8.3 of our Land Contract Purchase Agreement, the following is Purchaser's Title Objection Notice made with regard to First American Title Commitment NCS-587388-MAD and a survey of the affected property performed by Becher Hoppe dated April 16, 2013. We will provide you with a copy of the survey via mail.

1. Legal Description. The legal description contained the title commitment is incorrect. We will provide you with a copy of the correct legal per the survey. Provide me with commitment with Exhibit A amended to reflect such corrected legal description.
2. Amount. Provide me with a commitment showing that proposed insured will be the Ho-Chunk Nation in an amount equal to the purchase price (in accordance with the acreage provided in the survey).
3. Land Contract. Provide me with commitment revised to reflect the insured taking title pursuant to land contract.
4. Billboard. Provide for the written termination (in recordable form) of that certain Agreement for Advertising Sign Agreement dated August 21, 1991 in form acceptable to Purchaser in its sole discretion, and the demolition and removal of such sign (located on Parcel B). We will provide you with a proposed form of termination in form acceptable to Purchaser.
5. General Exceptions. Do all things reasonably necessary (e.g., execute affidavits and provide special assessments letter) to cause the title company to delete the general exceptions to the title commitment (items 1-6, 8, 9 of Schedule B-2), except to the extent requiring a survey (which is Purchaser's obligation).
6. Exception 11. Provide for the deletion of item 11 on B-2. It does not affect the property. Purchaser will provide you with survey showing that 11 does not affect the subject property.
7. Exception 12. Provide for the deletion of exception 12 from B-2.
8. Lease. Provide for the written assignment (in recordable form) of that certain Willowbrook Farm Lease dated January 1, 2013 in form acceptable to Purchaser in its sole discretion. We will provide you with a proposed form of assignment in form acceptable to Purchaser.

Buyer reserves the right to object to any further matters of survey and/or title that may arise on or after the date of this notice.

EXHIBIT 2

Parcel B Property Description

Lot Three (3) of Certified Survey Map recorded in Volume 13 of Certified Survey Maps, pages 268-270 1/2 as Document No. 1073578 located in the NE 1/4 of the SE 1/4 and part of the SE 1/4, SW 1/4 and NW 1/4 of the SE 1/4, being all a part of Section 31, Township 1 North, Range 13 East, City of Beloit, Rock County, Wisconsin.

Tax Parcel: 23131200

EXHIBIT 3

Excluded Billboard Property Description

Located in the NE ¼ of the NE ¼ of the SE ¼ of Section 31, Township 1 North, Range 13 East of the 4th Principal Meridian, Rock County, Wisconsin, further described as beginning at the east quarter corner of said Section 31, also being the northeast corner of Lot 3 of Certified Survey Map 1073578 as recorded at the Rock County Register of Deeds in Volume 13 on Pages 268 through 270; thence South 00° 15' 30" East along the East property line of said Lot 3, 250 feet; thence North 89° 02' 00" West, 175.00 feet; thence North 00° 15' 30" West, 250 feet to the North property line of said Lot 3 also being the East-West centerline of aforementioned Section 31; hence South 89° 02' 00" East along said line, 175.00 feet to the point of beginning.

Tax Parcel: Part of 23131200

EXHIBIT 4

Form of ROFO-Option Agreement

(begins on next page, with Exhibit B only; Exhibit A is Exhibit 3 to the Second Amendment; Exhibit C is Exhibit 5 to the Second Amendment)

RIGHT OF FIRST OFFER AND OPTION TO PURCHASE AGREEMENT

This Right of First Offer and Option to Purchase Agreement (“ROFO-Option Agreement”) is made effective as of _____, 20__ (“Effective Date”) by and between the City of Beloit, Wisconsin (“City”) and Ho-Chunk Nation (“Nation”). The City and the Nation are each sometimes referred to as a “Party,” or are together referred to as the “Parties.”

The Parties entered into that certain Land Contract Purchase Agreement dated March 1, 2013 (“LCPA”). The Parties amended the LCPA pursuant to that certain First Amendment to Land Contract Purchase Agreement dated March 28, 2013 (“First Amendment”) and that certain Second Amendment to Land Contract Purchase Agreement dated _____, 20__ (“Second Amendment”). The LCPA, as amended by the First Amendment and Second Amendment, is collectively referred to hereunder as the “LCPA.” Under the Second Amendment, the Parties agreed to enter into this ROFO-Option Agreement with regard to the real property owned by the City and described on the attached and incorporated Exhibit A (the “Excluded Property”). The City desires to grant to the Nation, and the Nation wishes to obtain from the City, an option to purchase and a right of first offer to purchase the Excluded Property pursuant to this Agreement.

In consideration of the LCPA and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Nation’s ROFO. During the Term (defined below), any third-party offer to purchase, option to purchase, right of first refusal, right of first offer, land contract, or similar offer to transfer fee ownership in the Excluded Property or any portion thereof (a “Bona Fide Offer”) shall be subject and subordinate to the Nation’s right to make a first offer to purchase the Excluded Property (“ROFO”). If the City receives a Bona Fide Offer, then it shall notify the Nation in writing (“BFO Notice”) within ten (10) business days of its receipt of a Bona Fide Offer and include a copy of the Bona Fide Offer. The Nation may exercise its ROFO by executing and delivering a copy of the purchase agreement attached and incorporated as Exhibit B (the “Agreed Purchase Agreement”) within fifteen (15) business days after its receipt of the BFO Notice. The City shall then have fifteen (15) business days to countersign the Agreed Purchase Agreement and deliver it to the Nation without material change. If the Nation fails to execute and deliver a copy of the Agreed Purchase Agreement to the City within fifteen (15) business days after its receipt of the BFO Notice, then the Nation’s ROFO and Option to Purchase (defined below) shall terminate effective on such date, and the City may proceed with such Bona Fide Offer.
2. Nation’s Option to Purchase. During the Term (defined below), the Nation shall have an option to purchase the Property (“Option to Purchase”). The Nation may exercise its Option to Purchase by executing and delivering the Agreed Purchase Agreement to the City. The City shall thereafter have fifteen (15) business days to countersign the Agreed Purchase Agreement and deliver to the Nation.
3. ROFO and Option Purchase Price. The purchase price for the Option to Purchase and ROFO shall be Twenty Thousand and No/100 Dollars (\$20,000.00) (the “ROFO-Option Purchase Price”). The ROFO-Option Purchase Price shall be paid by the Nation to the City on or before the Effective Date.
4. Term, Exclusivity and Extension. The term of the Nation’s ROFO and Option to Purchase shall be a five (5) year period beginning on the Effective Date (“Term”). During the Term, the City covenants and warrants that it shall not enter into any leases (having a term greater than one year), covenants, restrictions, options to purchase, purchase agreements or similar agreements, or create or allow to attach any liens, mortgages, or other encumbrances affecting the Excluded Property without first obtaining the prior written consent of the Nation.

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

6. Memorandum. The Parties shall, on the Effective Date, execute and deliver for recordation with the land records a memorandum of this ROFO-Option Agreement in substantially the form attached and incorporated as Exhibit C.

7. Notices. Any notice required or permitted to be given under this ROFO-Option Agreement shall be in writing and shall be deemed to have been given (i) on the same date as the date on which such notice is delivered personally or such personal delivery is refused, (ii) on the date that is two (2) business days after the date on which such notice is deposited in the United States mail by registered or certified mail, postage prepaid, return receipt requested, (iii) on the date that is one (1) business day after the date on which such notice is sent by overnight courier services (such as Federal Express or any other similar courier service) or via transmittal by e-mail or facsimile, and, in each case, at the address for such Party described in the LCPA or to such other address as either Party may from time to time specify in a written notice to the other in accordance with the terms hereof.

EXHIBIT B

AGREED PURCHASE AGREEMENT

[see next page]

AGREED PURCHASE AGREEMENT

THIS AGREED PURCHASE AGREEMENT (“Agreement”) is made and entered into as of _____, 20__ (“Exercise Date”) by and between Ho-Chunk Nation (“Buyer”) and the City of Beloit, Wisconsin (“Seller”). Buyer and Seller individually are each sometimes referred to as a “Party”, or together as the “Parties.”

Seller is the owner of the one (1) acre parcel of real property described on the attached and incorporated **Exhibit 1** (“Property”). Buyer and Seller are parties to that certain Right of First Offer and Option to Purchase Agreement dated _____, 20__ (“Option”). This Agreement is being entered into by the Parties pursuant to Buyer’s exercise, under the Option, of its ROFO or Option to Purchase.

In consideration of the background above and of the mutual promises contained below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Defined Terms. Any capitalized term not defined herein shall have the meaning given such term in the Option.

2. Purchase.

2.1 Purchase and Sale. Seller agrees to sell, transfer, convey, and assign to Buyer, and Buyer agrees to purchase from Seller, on the terms hereinafter stated, all of Seller’s right, title, and interest in and to the Property.

2.2 Purchase Price under ROFO. If Buyer has exercised its rights under the ROFO, then the “Purchase Price” for the Property shall be the lower of (i) the price given in the Bona Fide Offer, and (ii) Forty-five Thousand and 00/100 Dollars (\$45,000.00) dollars per acre.

2.3 Purchase Price Under Option to Purchase. If Buyer has exercised its rights under its Option to Purchase, then the Purchase Price for the Property shall be Forty-five Thousand and No/100 Dollars (\$45,000.00) per acre.

2.4 Payment of Purchase Price. Buyer shall pay the Purchase Price to Seller at Closing by wire transfer immediately available, good federal funds, subject to the adjustments and prorations set forth in this Agreement.

3. Closing. The closing of the purchase hereunder (“Closing”) shall take place at the offices of the Title Company on a date within thirty (30) days after Buyer delivers its Continuation Notice (defined below), at a specific date and time in such period as agreed to in writing by the Parties.

4. Buyer’s Contingencies.

4.1 Inspection Period. The “Inspection Period” hereunder means the period commencing on the Effective Date and ending at 5:00 p.m. Central (USA) on the date occurring thirty (30) days thereafter.

4.2 Inspection Contingency.

4.2.1 Documents. Within five (5) Business Days after the Effective Date, Seller shall provide Buyer with copies of all of the following documents (“Documents”): executed copies of any leases currently in effect with respect to the Property or any portion thereof, including all amendments thereto (or a

written statement that no such leases are in effect). “Currently in effect” in this section means effective or enforceable against or by Seller on or after the Effective Date.

4.2.2 Buyer’s Right to Inspect. Buyer’s obligation to purchase the Property is contingent upon Buyer’s satisfaction in its sole discretion with the results of Buyer’s Inspection (defined below) (the “Inspection Contingency”). “Buyer’s Inspection” means Buyer’s right, but not obligation, to review the Documents and to enter onto the Property to conduct all reasonable tests, surveys, assessments, inspections, studies and other investigations concerning the Property that Buyer requires, in Buyer’s sole and absolute discretion. Buyer’s Inspection shall be carried out at Buyer’s sole cost and expense. Buyer shall give the Seller at least twenty-four (24) hours advance notice of the dates and times of its inspections of the Property. Seller or its representative and Buyer, its representatives, agents, and independent contractors shall have the right to be present during Buyer’s Inspection. Buyer shall not make any improvements or alterations to the Property. Buyer shall promptly repair any physical damage to the Property caused by the Buyer’s Inspection and shall promptly remove or bond or insure over any mechanic’s liens arising from the work performed to complete the Buyer’s Inspection. Notwithstanding anything herein to the contrary, (i) Buyer’s Inspection may include such customary, non-intrusive tests as are commonly conducted pursuant to a Phase 1 environmental evaluation, and (ii) Buyer’s Inspection shall not include any soil borings, water or material sampling or other investigations customarily conducted pursuant to a Phase 2 environmental evaluation without the prior written consent of Seller, which consent may be conditioned, withheld or granted at the sole discretion of Seller. Buyer shall indemnify, defend and hold Seller harmless from any and all liens, costs, damages, suits, injuries to person or property, and reasonable legal fees to the extent arising out of Buyer’s or its agents’ negligence, acts or omissions with respect to or in any way related to Buyer’s Inspection, which indemnification shall survive the termination or expiration of this Agreement.

4.2.3 Termination. At any time on or prior to the expiration of the Inspection Period, Buyer may give written notice to Seller that it has (i) waived Buyer’s Inspection Contingency (the “Continuation Notice”), or (ii) terminated this Agreement (the “Termination Notice”) if Buyer, in its sole and absolute discretion, is dissatisfied with the Property based on Buyer’s Inspection, review of the Documents, or for any other reason or no reason whatsoever. However, if Buyer fails to timely deliver the Continuation Notice or Termination Notice to Seller, then Buyer shall be deemed to have terminated this Agreement pursuant to subsection (ii).

4.3 Title and Survey Contingency.

4.3.1 Title Commitment. Within seven (7) Business Days after the Effective Date, Seller shall deliver to Buyer the Title Company’s written commitment to issue an owner’s policy of title insurance (“Title Commitment”) with respect to the Property, with an effective date no earlier than thirty (30) days before the Effective Date, together with legible copies of the Property vesting deed and all exception documents listed in the Title Commitment (“Title Documents”), sufficient for the Title Company to issue an ALTA Owner’s Title Insurance Policy (“Title Policy”) to Buyer in the amount of the Purchase Price. Seller shall be responsible for the costs of the Title Commitment and Title Policy issued, and all amendments and updates thereto. The Title Commitment shall include the commitment of the Title Company to issue a gap endorsement. At the Closing, Seller shall each deliver to Buyer a Title Policy or a signed pro forma Title Policy showing Buyer as named insured, with a gap endorsement, all general exceptions deleted (subject to Buyer’s obligation to provide an acceptable Survey) and being otherwise in accordance with this Agreement. Buyer shall have the right to obtain, at its cost, additional title endorsements (beyond the gap endorsement).

4.3.2 Survey. Buyer shall have the right to obtain, at its cost, a land title survey of the Property prepared by a registered land surveyor in accordance with the most recently effective minimum standard detail requirements of the American Land Title Association and American Congress on Surveying and Mapping (“Survey”) and Buyer’s Table A Survey requirements.

4.3.3 Title and Survey Review Period. Buyer shall have until the end of the Inspection Period to deliver to Seller written notice of its objections to the condition of the Property revealed by the Survey, Title Commitment and the Title Documents (“Title Objection Notice”). Any defects expressly identified in the Survey or contained in a document listed in Schedule B-2 as an exception to the coverage of the Title Commitment that are not included in the Title Objection Notice shall be deemed waived and accepted by Buyer. However, any additional title exceptions, requirements or material amendments thereafter made to the Title Commitment reviewed by Buyer in preparing the Title Objection Notice (“Additional Exceptions”) shall be subject to Buyer’s review and approval up to the Closing. If, within seven (7) days following delivery of the Title Objection Notice, Seller is unable or unwilling to cure to Buyer’s satisfaction any objection in the Title Objection Notice, or if Buyer is unable to cure any Additional Exceptions not expressly accepted in writing by Buyer before Closing to Buyer’s reasonable satisfaction, then Buyer shall have the option either to: (i) terminate this Agreement by written notice to Seller in which case the Earnest Money shall be immediately refunded in full to Buyer; or (ii) deliver written notice to Seller waiving such objections.

5. Prorations. The following items shall be prorated and adjusted between the Parties with Buyer responsible for such of the following costs arising on and after the Closing Date and Seller responsible for such of the following costs arising prior to the Closing Date:

5.1 Real Property Taxes. Real property taxes for the Property shall be prorated at Closing shall be based on the actual tax bill for the year of Closing or, if unavailable, upon the most recently available assessed value of the Property and applicable mill rate.

5.2 Special and Association Assessments. Seller shall pay all Special Assessments (defined below) for work actually commenced, completed, or levied before the Closing date. Buyer shall pay all Special Assessments (defined below) for work actually commenced, completed, and levied on or after the Closing date. Seller and Buyer agree that the term “Special Assessments” shall include, without limitation, special assessments imposed by any municipality or owner’s association, deferred assessments, impact fees, sewer district or sanitary district area interceptor benefit charges, treatment collection plant fees or hearing fees to be admitted to a sewage or sanitary district, drainage district assessments, storm water management fees, street, sewer, water, sidewalk, street lighting and street tree assessments and park fees.

6. Closing Costs.

6.1 Buyer’s Costs. Buyer shall pay the following expenses incurred in connection with the transactions described herein: (i) the fee for the recording of the Deed, (ii) one-half of all of all customary closing administration fees charged by the Title Company, (iii) the costs of the Survey, (iv) Buyer’s legal fees and expenses, and (v) the premiums for all endorsements to the Title Policy requested by Buyer beyond the gap endorsement.

6.2 Seller’s Costs. Seller shall pay the following closing costs and expenses incurred in connection with the transactions described herein: (i) the costs of the Title Commitment and Title Policy and Endorsements, (ii) the cost of releasing any liens affecting the Property and for curing any other objectionable matters affecting title to the Property pursuant to the terms of this Agreement, (iii) Seller’s legal fees and expenses, (iv) one-half of all of all customary closing administration fees charged by the Title Company, (v) the Broker’s commission, and (vi) all real estate transfer taxes.

7. Seller’s Closing Deliveries.

7.1 Warranty Deed. Seller shall execute and deliver to Buyer a Warranty Deed conveying the Property to Buyer free and clear of all liens and encumbrances, except those waived by Buyer in accordance with this Agreement (“Deed”).

7.2 Wisconsin Transfer Tax Return. If a Wisconsin transfer tax return is required to be completed and filed, execute and deliver to Buyer a copy of the Wisconsin Transfer Tax Return receipt indicating payment in full by Seller of all amounts of transfer tax due hereunder.

7.3 Closing Statement. Execute and deliver to Buyer a closing statement setting forth the Purchase Price, all adjustments thereto and all amounts paid at the Closing (“Closing Statement”).

7.4 Certificate of Non-Foreign Status. Execute and deliver to Buyer a certificate of non-foreign status meeting the requirements of Section 1445 of the Internal Revenue Code.

7.5 Delivery of Possession. Deliver possession of the Property to Buyer.

7.6 Corporate and Agency Evidence. Deliver such documents evidencing the authority of Seller as may be reasonably required by the Title Company.

7.7 Miscellaneous. Deliver such additional documents as shall be reasonably required to consummate the Closing.

8. Buyer’s Closing Deliveries.

8.1 Delivery of Purchase Price. Deliver to Seller the Purchase Price by wire transfer of good, federal funds.

8.2 Closing Statement. Execute and deliver to Seller a counterpart of the Closing Statement.

8.3 Miscellaneous. Deliver such additional documents as shall be reasonably required to consummate the Closing.

9. Conditions to Closing. Satisfaction on or prior to the Closing Date of each of the following (the “Conditions to Closing”) shall be a condition precedent to the obligations of Buyer to purchase the Property and to pay the Purchase Price therefor:

9.1 All of the representations and warranties of Seller contained herein shall be true and correct in all material respects on and as of the Closing as though republished and remade on and as of that date;

9.2 The Property shall be delivered to Buyer at Closing in substantially the same condition as existed as of the Effective Date, ordinary wear and tear excepted and except for modifications made by Buyer or permitted in writing by Buyer.

10. General Provisions.

10.1 Modifications. This Agreement may be amended or modified only by a written instrument duly executed by both of the Parties.

10.2 Severability of Provisions. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

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

10.4 Headings, Interpretation. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. The terminology used herein shall be deemed to refer to the masculine, feminine, neuter, singular, and plural as such terminology may require.

10.5 Brokerage Commission. Buyer represents and warrants that it has dealt with no broker, agent or other person in connection with this Agreement. Seller represents and warrants that it has dealt with no broker, agent or other person in connection with this Agreement. Seller and Buyer agree to indemnify and hold harmless the other from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with the indemnifying Party with respect to this Agreement.

10.6 Calculation of Time Periods. If the final day of any period in this Agreement falls on a Saturday, Sunday or legal holiday under federal law, then the period shall be extended to end on the next day that is not a Saturday, Sunday or legal holiday (a "Business Day"). The final day of any such period shall end at 5 p.m. Central (USA).

[Signatures are on next page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Exercise Date.

SELLER
CITY OF BELOIT

BUYER
HO-CHUNK NATION

By: _____
_____, City Manager

By: _____
_____, Vice President

Attest:

Attest:

By: _____
_____, City Clerk

By: _____
Name: _____, Tribal Secretary

Approved as to Form:

By: _____
_____, City Attorney

EXHIBIT 5

Form of Memorandum of ROFO-Option Agreement

(begins on next page, without exhibits)

<p>This instrument was drafted by and should be returned to:</p> <p><i>Brian D. Anderson, Esq.</i> <i>Whyte Hirschboeck Dudek S.C.</i> <i>33 E. Main Street, Suite 300</i> <i>P.O. Box 1379</i> <i>Madison, WI 53701-1379</i></p>	<p>MEMORANDUM OF RIGHT OF FIRST OFFER AND OPTION TO PURCHASE</p>	<p>Tax Key No.: 23131200 (part)</p>
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THIS MEMORANDUM OF RIGHT OF FIRST OFFER AND OPTION TO PURCHASE (“Memorandum”) is effective _____, 20___, by and between **THE CITY OF БЕLOIT** (“City”), and **HO-CHUNK NATION** (“Nation”).

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Nation entered into a Right of First Offer and Option to Purchase Agreement dated _____, 20___ (the “ROFO-Option Agreement”), with respect to certain real property owned by the City and described on the attached and incorporated **Exhibit 1** (the “Property”).

1. Capitalized Terms. Capitalized terms not defined herein shall have the meanings ascribed to them in the ROFO-Option Agreement.
2. Term. The term of the ROFO-Option Agreement is five (5) years beginning on _____, 20___.
3. Right of First Refusal. Subject to the terms and conditions set forth in the ROFO-Option Agreement, the City has granted to Nation a right of first offer to purchase the Property (“ROFO”).
4. Option to Purchase. Subject to the terms and conditions set forth in the ROFO-Option Agreement, the City has granted to Nation an option to purchase the Property (“Option to Purchase”).
5. Running With Land. The ROFO and Option to Purchase shall burden the Property and shall run with the land during the Term. The ROFO and the Option to Purchase shall inure to the benefit and burden of and be binding upon the Nation and the City, and to their respective successors and assigns.
6. Terms of ROFO. The rights and obligations of City and Nation shall be construed solely by reference to the provisions of the ROFO-Option Agreement.
7. Counterparts. This Memorandum may be signed in counterparts, which together shall comprise a single agreement.

[signatures and acknowledgments follow]

EXHIBIT 6

Property Description

PARCEL A:

Lot Two (2) Certified Survey Map recorded in Volume 13 of Certified Survey Maps, Page 341-344, as Document No. 1077681 formerly part of Lot One of Certified Survey Maps of Rock County No. 974261 as recorded in Volume 11, pages 272, 273 and 274 of Certified Survey Maps of Rock County, Wisconsin being a part of the West 1/2 of the NW 1/4 of Section 32, and part of the East 1/2 of the NE 1/4 of Section 31, Township 1 North, Range 13 East, City of Beloit, Rock County, Wisconsin.

Parcel No. 23120500

PARCEL B:

Lot Three (3) of Certified Survey Map recorded in Volume 13 of Certified Survey Maps, pages 268-270 1/2 as Document No. 1073578 located in the NE 1/4 of the SE 1/4 and part of the SE 1/4, SW 1/4 and NW 1/4 of the SE 1/4, being all a part of Section 31, Township 1 North, Range 13 East, City of Beloit, Rock County, Wisconsin;

LESS AND EXCEPT that property located in the NE 1/4 of the NE 1/4 of the SE 1/4 of Section 31, Township 1 North, Range 13 East of the 4th Principal Meridian, Rock County, Wisconsin, further described as beginning at the east quarter corner of said Section 31, also being the northeast corner of Lot 3 of Certified Survey Map 1073578 as recorded at the Rock County Register of Deeds in Volume 13 on Pages 268 through 270; thence South 00° 15' 30" East along the East property line of said Lot 3, 250 feet; thence North 89° 02' 00" West, 175.00 feet; thence North 00° 15' 30" West, 250 feet to the North property line of said Lot 3 also being the East-West centerline of aforementioned Section 31; hence South 89° 02' 00" East along said line, 175.00 feet to the point of beginning.

Tax Parcel: Part of 23131200

PARCEL C:

Part of the Northeast 1/4 of the Northwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 32, Township 1 North, Range 13 East, City of Beloit, Rock County, Wisconsin.

Commencing at the East 1/4 corner of said Section 32; Thence North 89°18'34" West along the South line of said Northwest 1/4, 4520.61 feet to the Westerly right-of-way line of Interstate Highway 90; Thence North 37°33'11" East along said Westerly right-of-way line, 1265.42 feet to the West line of a parcel of land described in Document No. 1271964, 363.88 feet to the South right-of-way line of West Colley Road as monumented; Thence North 88°20'32" East along said South right-of-way line, 296.80 feet to said Westerly right-of-way line of Interstate highway 90; Thence South 37°33'11" West along said Westerly right-of-way of Interstate Highway 90, 469.62 feet to the point of beginning.

Parcel No. 23271100

EXHIBIT 7

Amortization Schedule

Principal Amount	Interest	Number of Payments
\$1,599,255.50	4%	240

Payment Number	Payment	Interest	Principal	Balance
1	\$9,691.17	\$5,330.85	\$4,360.32	\$1,594,895.18
2	\$9,691.18	\$5,316.32	\$4,374.86	\$1,590,520.32
3	\$9,691.17	\$5,301.73	\$4,389.44	\$1,586,130.88
4	\$9,691.17	\$5,287.10	\$4,404.07	\$1,581,726.81
5	\$9,691.17	\$5,272.42	\$4,418.75	\$1,577,308.06
6	\$9,691.17	\$5,257.69	\$4,433.48	\$1,572,874.58
7	\$9,691.18	\$5,242.92	\$4,448.26	\$1,568,426.32
8	\$9,691.18	\$5,228.09	\$4,463.09	\$1,563,963.24
9	\$9,691.17	\$5,213.21	\$4,477.96	\$1,559,485.27
10	\$9,691.17	\$5,198.28	\$4,492.89	\$1,554,992.38
11	\$9,691.18	\$5,183.31	\$4,507.87	\$1,550,484.52
12	\$9,691.17	\$5,168.28	\$4,522.89	\$1,545,961.63
13	\$9,691.18	\$5,153.21	\$4,537.97	\$1,541,423.66
14	\$9,691.17	\$5,138.08	\$4,553.09	\$1,536,870.56
15	\$9,691.17	\$5,122.90	\$4,568.27	\$1,532,302.29
16	\$9,691.17	\$5,107.67	\$4,583.50	\$1,527,718.79
17	\$9,691.18	\$5,092.40	\$4,598.78	\$1,523,120.01
18	\$9,691.18	\$5,077.07	\$4,614.11	\$1,518,505.91
19	\$9,691.18	\$5,061.69	\$4,629.49	\$1,513,876.42
20	\$9,691.17	\$5,046.25	\$4,644.92	\$1,509,231.50
21	\$9,691.17	\$5,030.77	\$4,660.40	\$1,504,571.10
22	\$9,691.18	\$5,015.24	\$4,675.94	\$1,499,895.16
23	\$9,691.17	\$4,999.65	\$4,691.52	\$1,495,203.64
24	\$9,691.17	\$4,984.01	\$4,707.16	\$1,490,496.48
25	\$9,691.17	\$4,968.32	\$4,722.85	\$1,485,773.62
26	\$9,691.17	\$4,952.58	\$4,738.59	\$1,481,035.03
27	\$9,691.17	\$4,936.78	\$4,754.39	\$1,476,280.64
28	\$9,691.18	\$4,920.94	\$4,770.24	\$1,471,510.40
29	\$9,691.17	\$4,905.03	\$4,786.14	\$1,466,724.26

Payment Number	Payment	Interest	Principal	Balance
30	\$9,691.17	\$4,889.08	\$4,802.09	\$1,461,922.17
31	\$9,691.17	\$4,873.07	\$4,818.10	\$1,457,104.07
32	\$9,691.17	\$4,857.01	\$4,834.16	\$1,452,269.91
33	\$9,691.17	\$4,840.90	\$4,850.27	\$1,447,419.63
34	\$9,691.17	\$4,824.73	\$4,866.44	\$1,442,553.19
35	\$9,691.17	\$4,808.51	\$4,882.66	\$1,437,670.53
36	\$9,691.18	\$4,792.24	\$4,898.94	\$1,432,771.59
37	\$9,691.18	\$4,775.91	\$4,915.27	\$1,427,856.32
38	\$9,691.17	\$4,759.52	\$4,931.65	\$1,422,924.67
39	\$9,691.17	\$4,743.08	\$4,948.09	\$1,417,976.58
40	\$9,691.18	\$4,726.59	\$4,964.59	\$1,413,011.99
41	\$9,691.17	\$4,710.04	\$4,981.13	\$1,408,030.86
42	\$9,691.18	\$4,693.44	\$4,997.74	\$1,403,033.12
43	\$9,691.18	\$4,676.78	\$5,014.40	\$1,398,018.72
44	\$9,691.17	\$4,660.06	\$5,031.11	\$1,392,987.61
45	\$9,691.17	\$4,643.29	\$5,047.88	\$1,387,939.73
46	\$9,691.18	\$4,626.47	\$5,064.71	\$1,382,875.02
47	\$9,691.17	\$4,609.58	\$5,081.59	\$1,377,793.43
48	\$9,691.17	\$4,592.64	\$5,098.53	\$1,372,694.90
49	\$9,691.17	\$4,575.65	\$5,115.52	\$1,367,579.38
50	\$9,691.18	\$4,558.60	\$5,132.58	\$1,362,446.80
51	\$9,691.17	\$4,541.49	\$5,149.68	\$1,357,297.12
52	\$9,691.17	\$4,524.32	\$5,166.85	\$1,352,130.27
53	\$9,691.17	\$4,507.10	\$5,184.07	\$1,346,946.20
54	\$9,691.17	\$4,489.82	\$5,201.35	\$1,341,744.84
55	\$9,691.17	\$4,472.48	\$5,218.69	\$1,336,526.15
56	\$9,691.18	\$4,455.09	\$5,236.09	\$1,331,290.07
57	\$9,691.17	\$4,437.63	\$5,253.54	\$1,326,036.53
58	\$9,691.17	\$4,420.12	\$5,271.05	\$1,320,765.47
59	\$9,691.17	\$4,402.55	\$5,288.62	\$1,315,476.85
60	\$9,691.17	\$4,384.92	\$5,306.25	\$1,310,170.60
61	\$9,691.18	\$4,367.24	\$5,323.94	\$1,304,846.66
62	\$9,691.17	\$4,349.49	\$5,341.68	\$1,299,504.98
63	\$9,691.17	\$4,331.68	\$5,359.49	\$1,294,145.49
64	\$9,691.18	\$4,313.82	\$5,377.36	\$1,288,768.13
65	\$9,691.17	\$4,295.89	\$5,395.28	\$1,283,372.85
66	\$9,691.17	\$4,277.91	\$5,413.26	\$1,277,959.59

Payment Number	Payment	Interest	Principal	Balance
67	\$9,691.18	\$4,259.87	\$5,431.31	\$1,272,528.28
68	\$9,691.17	\$4,241.76	\$5,449.41	\$1,267,078.87
69	\$9,691.18	\$4,223.60	\$5,467.58	\$1,261,611.29
70	\$9,691.17	\$4,205.37	\$5,485.80	\$1,256,125.49
71	\$9,691.17	\$4,187.08	\$5,504.09	\$1,250,621.40
72	\$9,691.18	\$4,168.74	\$5,522.44	\$1,245,098.96
73	\$9,691.17	\$4,150.33	\$5,540.84	\$1,239,558.12
74	\$9,691.17	\$4,131.86	\$5,559.31	\$1,233,998.80
75	\$9,691.17	\$4,113.33	\$5,577.84	\$1,228,420.96
76	\$9,691.18	\$4,094.74	\$5,596.44	\$1,222,824.52
77	\$9,691.17	\$4,076.08	\$5,615.09	\$1,217,209.43
78	\$9,691.17	\$4,057.36	\$5,633.81	\$1,211,575.62
79	\$9,691.18	\$4,038.59	\$5,652.59	\$1,205,923.03
80	\$9,691.17	\$4,019.74	\$5,671.43	\$1,200,251.60
81	\$9,691.18	\$4,000.84	\$5,690.34	\$1,194,561.27
82	\$9,691.17	\$3,981.87	\$5,709.30	\$1,188,851.97
83	\$9,691.17	\$3,962.84	\$5,728.33	\$1,183,123.63
84	\$9,691.18	\$3,943.75	\$5,747.43	\$1,177,376.20
85	\$9,691.18	\$3,924.59	\$5,766.59	\$1,171,609.62
86	\$9,691.18	\$3,905.37	\$5,785.81	\$1,165,823.81
87	\$9,691.17	\$3,886.08	\$5,805.09	\$1,160,018.71
88	\$9,691.17	\$3,866.73	\$5,824.44	\$1,154,194.27
89	\$9,691.17	\$3,847.31	\$5,843.86	\$1,148,350.41
90	\$9,691.17	\$3,827.83	\$5,863.34	\$1,142,487.07
91	\$9,691.17	\$3,808.29	\$5,882.88	\$1,136,604.19
92	\$9,691.17	\$3,788.68	\$5,902.49	\$1,130,701.69
93	\$9,691.18	\$3,769.01	\$5,922.17	\$1,124,779.53
94	\$9,691.18	\$3,749.27	\$5,941.91	\$1,118,837.62
95	\$9,691.18	\$3,729.46	\$5,961.72	\$1,112,875.90
96	\$9,691.18	\$3,709.59	\$5,981.59	\$1,106,894.32
97	\$9,691.18	\$3,689.65	\$6,001.53	\$1,100,892.79
98	\$9,691.17	\$3,669.64	\$6,021.53	\$1,094,871.26
99	\$9,691.17	\$3,649.57	\$6,041.60	\$1,088,829.66
100	\$9,691.17	\$3,629.43	\$6,061.74	\$1,082,767.91
101	\$9,691.18	\$3,609.23	\$6,081.95	\$1,076,685.97
102	\$9,691.17	\$3,588.95	\$6,102.22	\$1,070,583.75
103	\$9,691.17	\$3,568.61	\$6,122.56	\$1,064,461.18

Payment Number	Payment	Interest	Principal	Balance
104	\$9,691.17	\$3,548.20	\$6,142.97	\$1,058,318.21
105	\$9,691.18	\$3,527.73	\$6,163.45	\$1,052,154.77
106	\$9,691.17	\$3,507.18	\$6,183.99	\$1,045,970.78
107	\$9,691.17	\$3,486.57	\$6,204.60	\$1,039,766.17
108	\$9,691.18	\$3,465.89	\$6,225.29	\$1,033,540.89
109	\$9,691.18	\$3,445.14	\$6,246.04	\$1,027,294.85
110	\$9,691.18	\$3,424.32	\$6,266.86	\$1,021,027.99
111	\$9,691.18	\$3,403.43	\$6,287.75	\$1,014,740.24
112	\$9,691.18	\$3,382.47	\$6,308.71	\$1,008,431.54
113	\$9,691.18	\$3,361.44	\$6,329.74	\$1,002,101.80
114	\$9,691.17	\$3,340.34	\$6,350.83	\$995,750.97
115	\$9,691.17	\$3,319.17	\$6,372.00	\$989,378.96
116	\$9,691.17	\$3,297.93	\$6,393.24	\$982,985.72
117	\$9,691.17	\$3,276.62	\$6,414.55	\$976,571.17
118	\$9,691.18	\$3,255.24	\$6,435.94	\$970,135.23
119	\$9,691.17	\$3,233.78	\$6,457.39	\$963,677.84
120	\$9,691.17	\$3,212.26	\$6,478.91	\$957,198.93
121	\$9,691.17	\$3,190.66	\$6,500.51	\$950,698.41
122	\$9,691.17	\$3,168.99	\$6,522.18	\$944,176.24
123	\$9,691.17	\$3,147.25	\$6,543.92	\$937,632.32
124	\$9,691.17	\$3,125.44	\$6,565.73	\$931,066.58
125	\$9,691.18	\$3,103.56	\$6,587.62	\$924,478.96
126	\$9,691.18	\$3,081.60	\$6,609.58	\$917,869.39
127	\$9,691.17	\$3,059.56	\$6,631.61	\$911,237.78
128	\$9,691.17	\$3,037.46	\$6,653.71	\$904,584.06
129	\$9,691.17	\$3,015.28	\$6,675.89	\$897,908.17
130	\$9,691.18	\$2,993.03	\$6,698.15	\$891,210.02
131	\$9,691.17	\$2,970.70	\$6,720.47	\$884,489.55
132	\$9,691.18	\$2,948.30	\$6,742.88	\$877,746.68
133	\$9,691.17	\$2,925.82	\$6,765.35	\$870,981.32
134	\$9,691.17	\$2,903.27	\$6,787.90	\$864,193.42
135	\$9,691.17	\$2,880.64	\$6,810.53	\$857,382.89
136	\$9,691.17	\$2,857.94	\$6,833.23	\$850,549.66
137	\$9,691.18	\$2,835.17	\$6,856.01	\$843,693.65
138	\$9,691.17	\$2,812.31	\$6,878.86	\$836,814.79
139	\$9,691.17	\$2,789.38	\$6,901.79	\$829,913.00
140	\$9,691.18	\$2,766.38	\$6,924.80	\$822,988.20

Payment Number	Payment	Interest	Principal	Balance
141	\$9,691.17	\$2,743.29	\$6,947.88	\$816,040.32
142	\$9,691.17	\$2,720.13	\$6,971.04	\$809,069.28
143	\$9,691.18	\$2,696.90	\$6,994.28	\$802,075.01
144	\$9,691.17	\$2,673.58	\$7,017.59	\$795,057.42
145	\$9,691.17	\$2,650.19	\$7,040.98	\$788,016.44
146	\$9,691.17	\$2,626.72	\$7,064.45	\$780,951.98
147	\$9,691.17	\$2,603.17	\$7,088.00	\$773,863.98
148	\$9,691.18	\$2,579.55	\$7,111.63	\$766,752.36
149	\$9,691.17	\$2,555.84	\$7,135.33	\$759,617.02
150	\$9,691.18	\$2,532.06	\$7,159.12	\$752,457.91
151	\$9,691.17	\$2,508.19	\$7,182.98	\$745,274.93
152	\$9,691.17	\$2,484.25	\$7,206.92	\$738,068.00
153	\$9,691.18	\$2,460.23	\$7,230.95	\$730,837.05
154	\$9,691.17	\$2,436.12	\$7,255.05	\$723,582.00
155	\$9,691.17	\$2,411.94	\$7,279.23	\$716,302.77
156	\$9,691.18	\$2,387.68	\$7,303.50	\$708,999.27
157	\$9,691.17	\$2,363.33	\$7,327.84	\$701,671.43
158	\$9,691.17	\$2,338.90	\$7,352.27	\$694,319.16
159	\$9,691.18	\$2,314.40	\$7,376.78	\$686,942.38
160	\$9,691.18	\$2,289.81	\$7,401.37	\$679,541.02
161	\$9,691.18	\$2,265.14	\$7,426.04	\$672,114.98
162	\$9,691.17	\$2,240.38	\$7,450.79	\$664,664.19
163	\$9,691.18	\$2,215.55	\$7,475.63	\$657,188.56
164	\$9,691.18	\$2,190.63	\$7,500.55	\$649,688.02
165	\$9,691.18	\$2,165.63	\$7,525.55	\$642,162.47
166	\$9,691.17	\$2,140.54	\$7,550.63	\$634,611.84
167	\$9,691.17	\$2,115.37	\$7,575.80	\$627,036.04
168	\$9,691.17	\$2,090.12	\$7,601.05	\$619,434.99
169	\$9,691.17	\$2,064.78	\$7,626.39	\$611,808.59
170	\$9,691.17	\$2,039.36	\$7,651.81	\$604,156.78
171	\$9,691.18	\$2,013.86	\$7,677.32	\$596,479.47
172	\$9,691.17	\$1,988.26	\$7,702.91	\$588,776.56
173	\$9,691.18	\$1,962.59	\$7,728.59	\$581,047.97
174	\$9,691.18	\$1,936.83	\$7,754.35	\$573,293.62
175	\$9,691.17	\$1,910.98	\$7,780.19	\$565,513.43
176	\$9,691.17	\$1,885.04	\$7,806.13	\$557,707.30
177	\$9,691.17	\$1,859.02	\$7,832.15	\$549,875.15

Payment Number	Payment	Interest	Principal	Balance
178	\$9,691.18	\$1,832.92	\$7,858.26	\$542,016.89
179	\$9,691.17	\$1,806.72	\$7,884.45	\$534,132.44
180	\$9,691.17	\$1,780.44	\$7,910.73	\$526,221.71
181	\$9,691.17	\$1,754.07	\$7,937.10	\$518,284.61
182	\$9,691.18	\$1,727.62	\$7,963.56	\$510,321.05
183	\$9,691.17	\$1,701.07	\$7,990.10	\$502,330.95
184	\$9,691.18	\$1,674.44	\$8,016.74	\$494,314.21
185	\$9,691.17	\$1,647.71	\$8,043.46	\$486,270.75
186	\$9,691.17	\$1,620.90	\$8,070.27	\$478,200.48
187	\$9,691.17	\$1,594.00	\$8,097.17	\$470,103.31
188	\$9,691.17	\$1,567.01	\$8,124.16	\$461,979.14
189	\$9,691.17	\$1,539.93	\$8,151.24	\$453,827.90
190	\$9,691.17	\$1,512.76	\$8,178.41	\$445,649.49
191	\$9,691.18	\$1,485.50	\$8,205.68	\$437,443.81
192	\$9,691.18	\$1,458.15	\$8,233.03	\$429,210.78
193	\$9,691.17	\$1,430.70	\$8,260.47	\$420,950.31
194	\$9,691.18	\$1,403.17	\$8,288.01	\$412,662.31
195	\$9,691.17	\$1,375.54	\$8,315.63	\$404,346.67
196	\$9,691.17	\$1,347.82	\$8,343.35	\$396,003.32
197	\$9,691.17	\$1,320.01	\$8,371.16	\$387,632.16
198	\$9,691.18	\$1,292.11	\$8,399.07	\$379,233.09
199	\$9,691.17	\$1,264.11	\$8,427.06	\$370,806.03
200	\$9,691.17	\$1,236.02	\$8,455.15	\$362,350.88
201	\$9,691.18	\$1,207.84	\$8,483.34	\$353,867.54
202	\$9,691.18	\$1,179.56	\$8,511.62	\$345,355.92
203	\$9,691.18	\$1,151.19	\$8,539.99	\$336,815.94
204	\$9,691.17	\$1,122.72	\$8,568.45	\$328,247.48
205	\$9,691.18	\$1,094.16	\$8,597.02	\$319,650.47
206	\$9,691.17	\$1,065.50	\$8,625.67	\$311,024.79
207	\$9,691.17	\$1,036.75	\$8,654.42	\$302,370.37
208	\$9,691.17	\$1,007.90	\$8,683.27	\$293,687.10
209	\$9,691.18	\$978.96	\$8,712.22	\$284,974.88
210	\$9,691.18	\$949.92	\$8,741.26	\$276,233.62
211	\$9,691.18	\$920.78	\$8,770.40	\$267,463.23
212	\$9,691.17	\$891.54	\$8,799.63	\$258,663.60
213	\$9,691.17	\$862.21	\$8,828.96	\$249,834.64
214	\$9,691.17	\$832.78	\$8,858.39	\$240,976.25

Payment Number	Payment	Interest	Principal	Balance
215	\$9,691.17	\$803.25	\$8,887.92	\$232,088.33
216	\$9,691.18	\$773.63	\$8,917.55	\$223,170.78
217	\$9,691.17	\$743.90	\$8,947.27	\$214,223.51
218	\$9,691.18	\$714.08	\$8,977.10	\$205,246.41
219	\$9,691.17	\$684.15	\$9,007.02	\$196,239.39
220	\$9,691.17	\$654.13	\$9,037.04	\$187,202.35
221	\$9,691.18	\$624.01	\$9,067.17	\$178,135.19
222	\$9,691.17	\$593.78	\$9,097.39	\$169,037.80
223	\$9,691.17	\$563.46	\$9,127.71	\$159,910.08
224	\$9,691.17	\$533.03	\$9,158.14	\$150,751.94
225	\$9,691.18	\$502.51	\$9,188.67	\$141,563.27
226	\$9,691.18	\$471.88	\$9,219.30	\$132,343.98
227	\$9,691.18	\$441.15	\$9,250.03	\$123,093.95
228	\$9,691.17	\$410.31	\$9,280.86	\$113,813.09
229	\$9,691.18	\$379.38	\$9,311.80	\$104,501.29
230	\$9,691.18	\$348.34	\$9,342.84	\$95,158.46
231	\$9,691.17	\$317.19	\$9,373.98	\$85,784.48
232	\$9,691.18	\$285.95	\$9,405.23	\$76,379.25
233	\$9,691.18	\$254.60	\$9,436.58	\$66,942.68
234	\$9,691.17	\$223.14	\$9,468.03	\$57,474.65
235	\$9,691.17	\$191.58	\$9,499.59	\$47,975.05
236	\$9,691.18	\$159.92	\$9,531.26	\$38,443.80
237	\$9,691.18	\$128.15	\$9,563.03	\$28,880.77
238	\$9,691.17	\$96.27	\$9,594.90	\$19,285.86
239	\$9,691.18	\$64.29	\$9,626.89	\$9,658.98
240	\$9,691.18	\$32.20	\$9,658.98	\$0.00

EXHIBIT 8

Land Contract Form

(begins on next page, without exhibits)

State Bar of Wisconsin Form 11-2003
LAND CONTRACT
(TO BE USED FOR NON-CONSUMER ACT TRANSACTIONS)

Document Number

Document Name

This Land Contract ("**Contract**") is entered into by and between the City of Beloit, Wisconsin
(the "**Vendor**"), and the Ho-Chunk Nation (the "**Purchaser**").

Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this Contract by Purchaser, the following real estate, located in Rock County, Wisconsin together with the rents, profits, fixtures and all other appurtenant interests (the "**Property**"):

The Property is described on the attached and incorporated "Exhibit 1."

Recording Area

Name and Return Address

Brian D. Anderson
Whyte Hirschboeck Dudek, S.C.
PO BOX 1379
Madison, WI 53701-1379

23120500, 23131200 (part), 23271100
Parcel Identification Numbers (PIN)

This **IS NOT** homestead property.
(is) (is not)

This **IS** a purchase money mortgage.
(is) (is not)

Purchaser agrees to purchase the Property and to pay to Vendor as provided in that certain Land Contract Purchase Agreement between the Parties.

the sum of \$ _____ in the following manner:

- (a) \$ _____ at the execution of this Contract; and
- (b) the balance of \$ _____, together with interest from the date hereof on the balance outstanding from time to time at the rate of _____ % per annum until paid in full as follows:

~~provided the entire outstanding balance shall be paid in full on or before _____ ("Maturity Date").~~ Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Any amount may be prepaid without premium or fee upon principal at any time.
- B. ~~Any amount may be prepaid without premium or fee upon principal at any time after _____.~~
- C. ~~There may be no prepayment of principal without written permission of Vendor.~~

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- B. ~~In the event of any prepayment, this Contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.~~

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of this Contract and thereafter, and deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Vendor deems the restoration or repair to be economically feasible.

- ~~Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].~~

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenable condition and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances except those permitted in writing by Purchaser and those listed in the attached and incorporated **Exhibit 2**.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- X A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.
- B. ~~Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser: See attached and incorporated Addendum.~~
- C. ~~No title evidence was provided prior to execution of this Contract.~~

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Purchaser agrees to pay the cost of the title commitment and title policy with respect to the closing of Vendor's execution and delivery of the Warranty Deed hereunder concurrent with Purchaser's payment in full of all principal and interest then owing hereunder (the "**Legal Title Closing**").
- B. ~~Vendor agrees to pay the cost of future title evidence.~~

Purchaser shall be entitled to take possession of the Property on the date of this Contract.

Time is of the essence as to all provisions hereunder.

Purchaser agrees that in the event of a default in the payment of principal or interest which continues for a period of 30 days following the due date or a default in performance of any other obligation of Purchaser which continues for a period of 60 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), the entire outstanding balance under this contract shall become immediately due and payable at Vendor's option and without notice (which Purchaser hereby waives), and Vendor may singly, alternatively or in combination: (i) terminate this Contract and either recover the Property through strict foreclosure or have the Property sold by foreclosure sale without deficiency; in either event, with a period of redemption, in the court's discretion, to be conditioned on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property); (ii) ~~sue for specific performance of this Contract;~~ (iii) ~~sue for the unpaid purchase price or any portion thereof;~~ (iv) declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; (v) ~~have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits;~~ or (vi) ~~pursue any other remedy available in law or equity.~~ An election of any of the foregoing remedies shall only be binding on Vendor if and when pursued in litigation. All costs and expenses including reasonable attorney's fees of Vendor incurred to pursue any remedy hereunder to the extent not prohibited by law and expenses of title evidence shall be paid by Purchaser and included in any judgment. The parties agree that Vendor shall have the options set forth in this paragraph available to exercise in Vendor's sole discretion.

Following any default in payment, interest shall accrue at the rate of 5 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

Purchaser may not transfer, sell or convey any legal or equitable interest in the Property, including but not limited to a lease for a term greater than one year, without the prior written consent of Vendor unless the outstanding balance payable under this Contract is paid in full. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full at Vendor's option without notice.

~~Vendor may mortgage the Property, including the continuation of any mortgage in force on the date of this Contract, provided Vendor shall make timely payment of all amounts due under any mortgage, and the total due under such mortgages shall not at any time exceed the then remaining principal balance under this Contract. If Vendor defaults under such mortgages and Purchaser is not in default hereunder, Purchaser may make payments directly to Vendor's mortgagee and such payments will be credited as payments hereunder.~~

All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of Vendor and Purchaser.

Vendor and Purchaser hereby enter into this Contract as of _____, 20__ (“Effective Date”).

CITY OF BELOIT

By: _____
Larry N. Arft, City Manager

Attest:

By: _____
Rebecca Houseman LeMire, City Clerk

Approved as to Form:

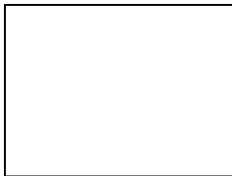
By: _____
Elizabeth A. Krueger, City Attorney

ACKNOWLEDGMENT – City of Beloit

STATE OF WISCONSIN)
) ss.
COUNTY OF ROCK)

On _____, 20__, before me personally appeared Larry N. Arft, City Manager, Rebecca Houseman LeMire, City Clerk, and Elizabeth A. Krueger, City Attorney of the City of Beloit, a Wisconsin municipal corporation, who are personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as the free and voluntary act of such party for the uses and purposes mentioned in the instrument in their duly authorized capacities.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



(Print or type name of Notary) _____
Notary Public, State of Wisconsin

My commission (is permanent) (expires: _____)

Above space for Notary Seal

EXHIBIT 9

Triangle Property Description

All that part of the southwest Quarter (SW ¼) of Section Thirty-two (32), Town One (1) North, Range Thirteen (13) East, lying West of Interstate Highway Ninety (I-90), being a somewhat triangular shaped piece of land containing Fifteen (15) acres more or less, lying in the Town of Turtle, Rock County, Wisconsin.

Parcel No. 6-19-359.2

ID No. 038-00127905

Proposed Casino Area Properties

