



**AGENDA  
BELOIT CITY COUNCIL  
100 State Street, Beloit WI 53511  
City Hall Forum – 7:00 p.m.  
Monday, June 15, 2015**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
  - a. Proclamation recognizing July as **Park and Recreation Month** (Ramsey)
4. PUBLIC HEARINGS
  - a. Resolution authorizing a **Conditional Use Permit** to allow a temporary outdoor seating area and temporary outdoor sales, possession, and consumption of alcohol in a C-2, Neighborhood Commercial District, for property located at 1180 Madison Road (Alibi Bar & Grill) (Christensen)  
Plan Commission recommendation for approval 6-0

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 June 1<sup>st</sup> and special meeting of June 4, 2015 (Stottler)
- b. Resolution approving an amendment to the **Class “B” Beer and Reserve “Class B” Liquor License** for BRBK, LLC, d/b/a Alibi Bar and Grill, located at 1180 Madison Road, Wendy K. Drake, Agent, for a Temporary Outdoor Premises Extension (Stottler)  
ABLCC recommendation for approval 6-0
- c. Resolution approving an amendment to the **Class “B” Beer and Reserve “Class B” Liquor License** for Lucy’s #7 Burger Bar, LLC, located at 430 East Grand Avenue, Suite 102, Emily Hopper, Agent, for an Outdoor Premises Extension (Stottler)  
ABLCC recommendation for approval 6-0
- d. Resolution approving **Change of Agent** for Wal-Mart Stores East, LP, d/b/a Wal-Mart Supercenter #2532, located at 2785 Milwaukee Road, from Michael A. Lane, Jr. to Leah R. Wampole (Stottler)  
ABLCC recommendation for approval 6-0
- e. Resolution approving **Change of Agent** for Rockford Pizza, LLC, d/b/a Pizza Hut, located at 2787 Prairie Avenue, from Juan Mendoza Ochoa to Elliott Stubbendick (Stottler)  
ABLCC recommendation for approval 6-0

- f. Resolution approving **Class “B” Beer and “Class B” Liquor License** renewal for Rockford Pizza, LLC, d/b/a Pizza Hut, located at 2787 Prairie Avenue, Elliott Stubbendick, Agent, for License Period July 1, 2015 -June 30, 2016 (Stottler)  
ABLCC recommendation for approval 6-0
- g. Application for a **Conditional Use Permit** to allow a boarding house in a C-1, Office District, for property located at 1105 East Grand Avenue (Christensen)  
Refer to Plan Commission
- h. Application for an amendment to an existing **Conditional Use Permit** to allow expanded Contractor Office & Storage Yard uses in a DH, Development Holding District, for property located at 2100 Newark Road (Christensen) Refer to Plan Commission

7. ORDINANCES - none

8. APPOINTMENTS

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

10. CITY MANAGER'S PRESENTATION- none

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Resolution approving **Collateral Assignment** of Ground Lease and Development Agreement for Olympian Hills Apartments (Christensen)

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: June 10, 2015  
Lorena Rae Stottler  
City Clerk  
City of Beloit  
[www.beloitwi.gov](http://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.
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**WHEREAS**, parks and recreation programs are an integral part of communities throughout this country, including here in Beloit, Wisconsin; and

**WHEREAS**, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

**WHEREAS**, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

**WHEREAS**, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

**WHEREAS**, parks and recreation areas are fundamental to the environmental well-being of our community; and

**WHEREAS**, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

**WHEREAS**, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

**WHEREAS**, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

**WHEREAS**, Beloit, Wisconsin recognizes the benefits derived from parks and recreation resources

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Beloit, Rock County, Wisconsin, hereby designates that July is recognized as Park and Recreation Month in the City of Beloit.

Adopted this 15th day of June, 2015.

City Council of the City of Beloit

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Charles M. Haynes, President

Attest:

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Lorena Rae Stottler, City Clerk

**RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT TO ALLOW A  
TEMPORARY OUTDOOR SEATING AREA AND TEMPORARY OUTDOOR SALES,  
POSSESSION, & CONSUMPTION OF ALCOHOL IN A C-2, NEIGHBORHOOD  
COMMERCIAL DISTRICT, FOR THE PROPERTY LOCATED AT 1180 MADISON ROAD**

**WHEREAS**, the application of Wendy Drake of The Alibi for a Conditional Use Permit to allow a temporary outdoor seating area and temporary outdoor sales, possession, & consumption of alcohol in a C-2, Neighborhood Commercial District, for the property located at 1180 Madison Road, having been considered by the City Council of the City of Beloit, Wisconsin at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication on file in the office of the City Clerk.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the City Council of the City of Beloit, Rock County, Wisconsin does hereby grant a Conditional Use Permit to allow a temporary outdoor seating area and temporary outdoor sales, possession, & consumption of alcohol in a C-2, Neighborhood Commercial District, for the property located at 1180 Madison Road in the City of Beloit, for the following described premises:

Commencing at the Southwest corner of Lot 14, thence Easterly 263 feet to the Southeast corner of Lot 20, thence Northerly 25 feet, thence Northwesterly 158.5 feet to at point, thence Southwesterly 119.73 feet, thence Southwesterly 18.15 feet, thence Southwesterly 18 feet, thence Westerly 40 feet, thence Southerly 36.5 feet to the point of beginning, all being a part of Block 2, of Laforge's Addition, situated in the City of Beloit, Rock County, Wisconsin. (a/k/a 1180 Madison Road, parcel number 1274-0436)

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

1. This Conditional Use Permit authorizes an outdoor seating area in the parking lot for a customer appreciation event held by The Alibi once per year in the month of July, indefinitely.
2. Prior to the establishment of this conditional use, the applicant must get the current license allowing the sale of alcohol on the patio amended by the City Clerk's Office to allow for the temporary sale of alcohol outside of the patio area.
3. Prior to the establishment of the conditional use, the applicant shall provide proof of the parking agreement with the owner of the surface lot adjacent to the property.
4. Music must not be played in the outdoor seating area after 10:00 PM.
5. The event can only be held once per year in the month of July between the hours of 7:00 AM and 11:00 PM.
6. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Planning and Building Services Director may approve minor changes administratively.

Adopted this 15<sup>th</sup> day of June, 2015.

**BELOIT CITY COUNCIL**

\_\_\_\_\_  
Charles M. Haynes, Council President

ATTEST:

\_\_\_\_\_  
Lorena Rae Stottler City Clerk



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Conditional Use Permit Application for property located at 1180 Madison Road

**Date:** June 15, 2015

**Presenter(s):** Julie Christensen

**Department:** Community Development

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### Overview/Background Information:

Wendy Drake, on behalf of The Alibi, has filed an application for a Conditional Use Permit to allow a temporary outdoor seating area and temporary outdoor sales, possession, & consumption of alcohol in a C-2, Neighborhood Commercial District, for the property located at 1180 Madison Road. The applicant is seeking a permit to allow The Alibi to hold a yearly, one-day customer appreciation outdoor party.

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### Key Issues:

- Approval of the Conditional Use Permit request would allow the applicant to host an annual customer appreciation celebration on one day in the month of July. Approval of the permit would be indefinite and future events would not require renewals.
  - The applicant has submitted a site plan showing the location of the proposed stage area for a live band and the location of the snow fence enclosure. The snow fence will enclose the entire parking lot in order to denote the event area and to ensure alcohol is not consumed outside of the property limits.
  - The event will feature a live band and will likely generate higher-than-average noise levels. The applicant must obey the noise ordinance in Section 15.10 of the Municipal Code and not generate unreasonable sound levels that will disturb residents in the vicinity.
  - The owners of The Alibi currently have permission to use the adjacent surface parking lot owned by Schultz Power equipment. The surface parking lot should provide adequate space for event patrons to park.
  - The Fire Department noted that the building's occupancy load cannot be exceeded and that all exits must be well-marked and clear of obstructions. The Police Department had not issues or concerns regarding the event.
  - Portable toilets will be used to provide extra restrooms for the event.
  - The applicant currently has a Conditional Use Permit and license that allows alcohol service, possession, and consumption on the small patio area. In order to serve alcohol outside during the event, the license needs to be amended to allow for the temporary sale of alcohol outside of the patio area.
  - The Plan Commission reviewed this item on June 3, 2015 and voted unanimously (6-0) to recommend approval of the Conditional Use Permit, subject to the conditions recommended by Planning Staff.
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### Conformance to Strategic Plan:

- Consideration of this request supports Strategic Goal #5.
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### 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
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### Action required/Recommendation:

- City Council consideration and action on the proposed Resolution.
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**Fiscal Note/Budget Impact:** N/A

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**Attachments:** Resolution and Staff Report to the Plan Commission

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# CITY OF BELOIT

## REPORT TO THE BELOIT CITY PLAN COMMISSION

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**Meeting Date:** June 3, 2015

**Agenda Item:** 5

**File Number:** CU-2015-03

**Applicant:** Wendy Drake

**Owner:** Dan and Wendy Drake

**Location:** 1180 Madison Road

**Existing Zoning:** C-2, Neighborhood Commercial District

**Existing Land Use:** Restaurant/Bar

**Parcel Size:** .4706 Acre

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### Request Overview/Background Information:

Wendy Drake, on behalf of The Alibi, has filed an application for a Conditional Use Permit to allow a temporary outdoor seating area and temporary outdoor sales, possession, & consumption of alcohol in a C-2, Neighborhood Commercial District, for the property located at 1180 Madison Road. The applicant is seeking a permit to allow The Alibi to hold a yearly, one-day customer appreciation party outside in the parking lot.

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### Key Issues:

- Approval of the Conditional Use Permit request would allow the applicant to host an annual customer appreciation celebration on one day in the month of July. Approval of the permit would be indefinite and future events would not require renewals.
- The applicant has submitted a site plan showing the location of the proposed stage area for a live band and the location of the snow fence enclosure.
  - The snow fence will enclose the entire parking lot in order to denote the event area and to ensure alcohol is not consumed outside of the property limits.
- The event will feature a live band and will likely generate higher-than-average noise levels. The applicant must obey the noise ordinance in Chapter 15.10 of the municipal code and not generate unreasonable sound levels that will disturb residents in the vicinity.
- The applicant needs to provide supplemental parking in lieu of the parking lot that will be used to hold the event.
  - The owners of The Alibi currently have permission to use the adjacent surface parking lot owned by Schultz Power Equipment for overflow parking. The surface parking lot should provide adequate space for event patrons to park.
- The Fire Department noted that the building's occupancy load cannot be exceeded and that all exits must be well-marked and clear of obstructions.
- Portable toilets will be used to provide extra restrooms for the event.
- The applicant currently has a Conditional Use Permit that allows alcohol service, possession, and consumption on the small patio area. In order to serve alcohol outside during the event, the Conditional Use Permit needs to be amended to allow for the temporary sale of alcohol outside of the patio area.
- The attached Public Notice was sent to eighteen (18) nearby property owners. No comments were received.
- **Findings of Fact**
  - *Whether the establishment, maintenance, or operation of the conditional use will be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;*
    - Subject to certain conditions of approval, the proposed annual one day event will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
  - *Whether the conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted;*
    - The conditional use will not injure the use and enjoyment of nearby properties. The Alibi is located on a busy commercial corridor and moderate noise from the event should not negatively affect any of the businesses in the area.
  - *Whether the conditional use will substantially diminish or impair property values within the neighborhood of the subject property;*
    - The conditional use will not diminish or impair property values in the neighborhood. Due to the event only occurring one day per year and the time and noise constraints to be placed on the event, property values will not be negatively affected.
  - *Whether the establishment of the conditional use will impede the normal and orderly development and improvement of the surrounding property;*
    - Not Applicable.
  - *Whether the exterior architectural design or site layout of the proposed conditional use is so dissimilar or otherwise incompatible with existing or proposed development in the immediate neighborhood that it will cause a depreciation in property values;*

- Not Applicable.
- *Whether adequate utilities, access roads, drainage or other necessary facilities will be available to serve the proposed use at the time of its occupancy or use;*
  - Adequate facilities and infrastructure are available to serve the conditional use.
- *Whether adequate measures will be taken to minimize traffic congestion; and*
  - Not Applicable.
- *Whether the conditional use will comply with all applicable regulations of the Zoning Ordinance.*
  - The conditional use will comply with all other applicable regulations of the Zoning Ordinance.

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**Consistency with Comprehensive Plan and Strategic Plan:**

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

Due to the one day per year nature of the event, the comprehensive plan was not used as a guide during the analysis.

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**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

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**Staff Recommendation:**

The Planning and Building Services Division recommends **approval** of a Conditional Use Permit to allow a temporary outdoor seating area and temporary outdoor sales, possession, & consumption of alcohol in a C-2, Neighborhood Commercial District, for the property located at 1180 Madison Road, based on the above Findings of Fact and subject to the following conditions:

1. This Conditional Use Permit authorizes an outdoor seating area in the parking lot for a customer appreciation event held by The Alibi once per year in the month of July, indefinitely.
2. Prior to the establishment of this conditional use, the applicant must get the current license allowing the sale of alcohol on the patio amended by the City Clerk's Office to allow for the temporary sale of alcohol outside of the patio area.
3. Prior to the establishment of the conditional use, the applicant shall provide proof of the parking agreement with the owner of the surface lot adjacent to the property.
4. Music must not be played in the outdoor seating area after 10:00 PM.
5. The event can only be held once per year in the month of July between the hours of 7:00 AM and 11:00 PM.
6. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Planning and Building Services Director may approve minor changes administratively.

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**Fiscal Note/Budget Impact:**

N/A

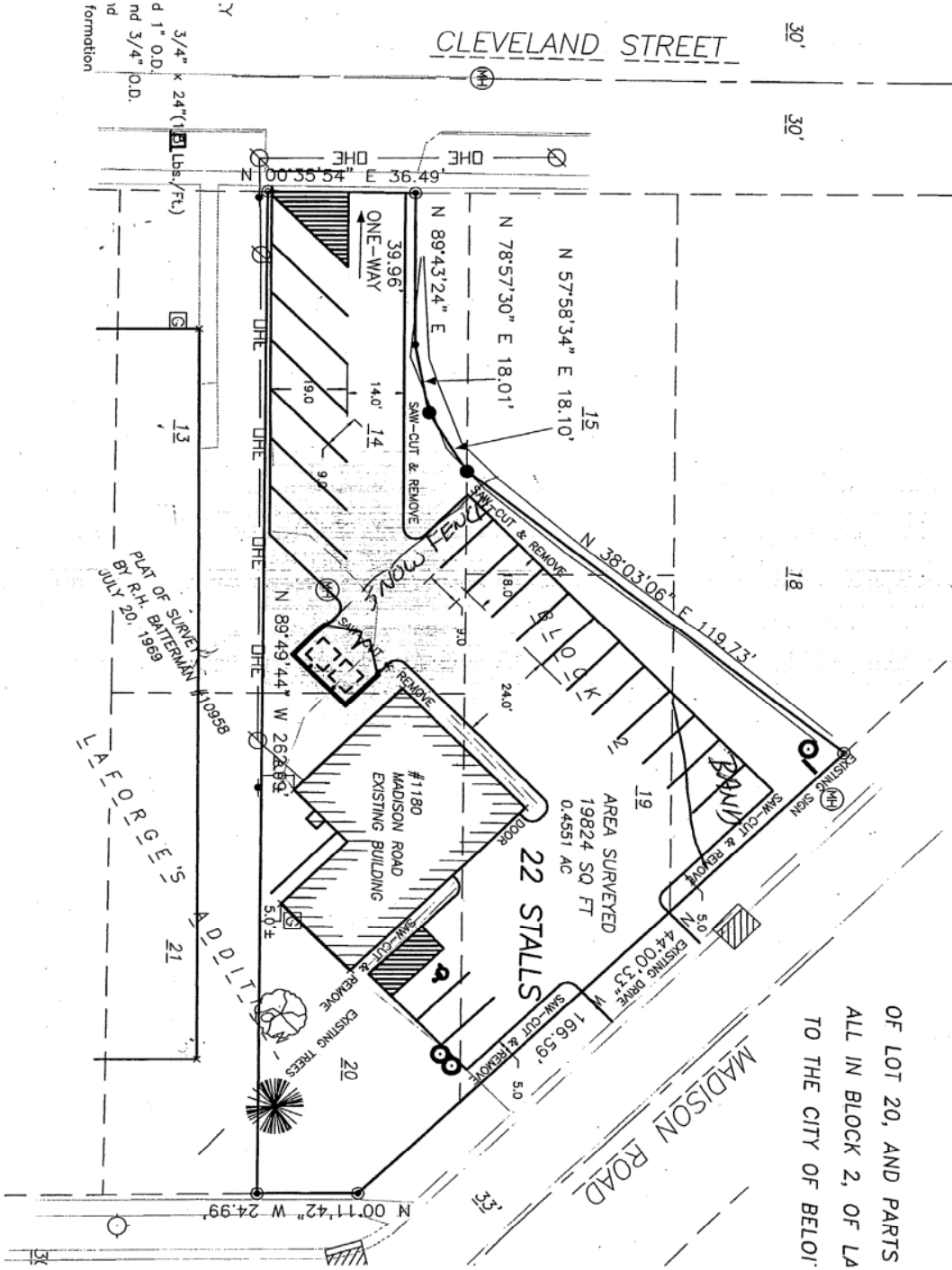
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**Attachments:**

Zoning and Location Map, Property Site Plan, Application, Public Notice, and Mailing List.







OF LOT 20, AND PARTS  
ALL IN BLOCK 2, OF LA  
TO THE CITY OF BELOI

**CITY of BELOIT**

**Planning and Building Services Division**

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

**Conditional Use Permit Application**

(Please Type or Print)

File Number: CU-2015-03

1. Address of subject property: 1180 Madison Rd. Beloit

2. Legal description: See attached

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

Property dimensions are: \_\_\_\_\_ feet by \_\_\_\_\_ feet = 19,824 square feet.

If more than two acres, give area in acres: \_\_\_\_\_ acres.

3. Tax Parcel Number(s): 12740436

4. Owner of record: Dan and Wendy Drake Phone: 608-558-5685

2115 S. Pow Wow Trail Beloit WI 53511  
(Address) (City) (State) (Zip)

5. Applicant's Name: Wendy K Drake

2115 S. Pow Wow Trail Beloit WI 53511  
(Address) (City) (State) (Zip)

608-365-6069 / 608-558-5685 / \_\_\_\_\_  
(Office Phone #) (Cell Phone #) (E-mail Address)

6. All existing use(s) on this property are: Bar and Grill

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

A Conditional Use Permit for: Sale of Beer, Alcohol and food for a planned  
yearly customer appreciation and anniversary part. in a(n) C-2 Zoning District.  
In July

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

Principal use: Bar & Grill

Secondary use: \_\_\_\_\_

Accessory use: Off Street Parking

9. Project timetable: Start date: One day event each July Completion date: \_\_\_\_\_

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

- ( ) Owner
- ( ) Leasehold, length of lease: \_\_\_\_\_
- Contractual, nature of contract: Land Contract
- ( ) Other, explain: \_\_\_\_\_

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

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

[Signature] | Dan Drake | 5/7/15  
(Signature of Owner) | (Print name) | (Date)

[Signature] | Wendy K. Drake | 5-7-15  
(Signature of Applicant, if different) | (Print name) | (Date)

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

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

To be completed by Planning Staff

Filing fee: \$275.00 Amount paid: 275.00 Meeting date: 6/3/2015

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

Application accepted by: AEM Date: 05/07/15



## **NOTICE TO THE PUBLIC**

May 15, 2015

To Whom It May Concern:

Wendy Drake, the operator of The Alibi, has filed an application for a Conditional Use Permit to allow a temporary outdoor seating area and temporary outdoor sales, possession, & consumption of alcohol in a C-2, Neighborhood Commercial District. The permit would allow The Alibi to hold an annual, one-day customer appreciation event in the parking lot in a C-2, Neighborhood Commercial District, for the property located at:

**1180 Madison Road.**

Outdoor alcohol sales are a conditional use in the C-2 District. The following public hearings will be held regarding this proposed Conditional Use Permit:

**City Plan Commission:** Wednesday, June 3, 2015, 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, June 15, 2015, 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 Alex Morganroth in the Planning Division at (608) 364-6708 or [morganrotha@beloitwi.gov](mailto:morganrotha@beloitwi.gov). Comments will be accepted via telephone, email, and U.S. Mail.***



SUSAN J COLE REVOCABLE TRUST DTD  
JUNE 30, 2011  
2510 MARIGOLD CT  
RACINE, WI 53402

BELOIT NEW LIFE CHURCH  
1146 GRANT ST  
BELOIT, WI 53511

CHAD E & SHELBY A MOFFITT  
1154 CLEVELAND ST  
BELOIT, WI 53511

DAN J & WENDY K DRAKE  
2115 POW WOW TRL  
BELOIT, WI 53511

ANTONIO PICCIONE  
1181 MADISON RD  
BELOIT, WI 535114161

GARY O & DIANE L SHOEMAKER  
14402 W STATE RD 81  
BRODHEAD, WI 53520

KERRY J & TRACEY R TORSINI  
1164 MADISON RD  
BELOIT, WI 53511

LEORA HOEPER  
1148 CLEVELAND ST  
BELOIT, WI 535114115

SANDRA MEADE  
2037 TOWNLINE AVE  
BELOIT, WI 53511

MICHAEL COOMER  
1200 CLEVELAND ST  
BELOIT, WI 53511

MARIA PICCIONE  
1201 MADISON RD  
BELOIT, WI 53511

CITY OF BELOIT  
100 STATE ST  
BELOIT, WI 53511

EVALEE CHURCHES REVOCABLE TRUST  
1140 CLEVELAND ST  
BELOIT, WI 535114115

PROFESSIONAL ANESTHESIA SERVICE  
LLC  
1165 MADISON RD  
BELOIT, WI 53511

JOSH REDIESKE  
1160 CLEVELAND ST  
BELOIT, WI 53511

THE OVERFLOWING CUP TOTAL LIFE  
CENTER INC  
P O BOX 1075  
BELOIT, WI 535121075

NEWARK MUTUAL FIRE INS CO  
1205 MADISON RD  
BELOIT, WI 535114132

**Beloit New Life Church**  
1146 Grant St., Beloit, WI 53511 (608) 365-2652

June 2, 2015

Dear Alex Morganroth,

This letter is in response to the notice that we received regarding the application by The Alibi, for a conditional Use Permit to hold a one-day customer appreciation event, which would include outdoor sales, possession, and consumption of alcohol. As a next door neighbor to this business, we would like to express that we are opposed to this permit and would prefer that it would not be granted to The Alibi.

Thank you for the opportunity to convey our view in this matter.

Sincerely,

The Leadership of Beloit New Life Church

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**Morganroth, Alex**

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**From:** Neal Huber <nealandkath@yahoo.com>  
**Sent:** Wednesday, June 3, 2015 11:49 AM  
**To:** Morganroth, Alex  
**Subject:** 1180 Madison road hearing

My wife and I cannot say in the strongest words how opposed we are to any more outdoor activity at the Alibi bar. We have suffered for years with the loud outdoor bands and DJ's creating loud music until after 1AM on weekends. We have to keep our windows closed on summer weekend evenings to try to dull the sound, yet the walls still resonate the bass and keep us awake until closing time. We have repeatedly called the police about the noise, yet it never seems to help, and they have never been cited for noise violations after 10PM. After the opening of what was to be a restaurant that was to serve wine, they went on to become a full bar, then they somehow pulled off permission for outdoor seating and music, which was the start of more trouble (previously the noise in parking lot, firecrackers, revving of motorcycles, and burn outs from parking area). When they constructed the second open air outdoor seating next to sidewalk where school age children walk by to see people smoking and drinking and public drunks we knew things would get worse, and they did. After seeing several confrontations between drunks and children we again called police, but low and behold no response, guess it was not an important issue for our police, they say it is zoning office problem. The next time we have noise problems we will contact 911 and request county sheriff response and we will prefer charges against bar. Why has a bar been allowed to operate with 10 feet of a school (college), church and probation center, is this not a violation???? NO, No, No more outside noise, it harms the neighborhood and property values. Neal & Kathy Nuber, 1220 Cleveland st



**PROCEEDINGS OF THE BELOIT CITY COUNCIL**  
**100 State Street, Beloit WI 53511**  
**City Hall Forum – 7:00 p.m.**  
**Monday, June 1, 2015**

Presiding: Charles Haynes  
Present: Sheila De Forest, Regina Hendrix, Ana Kelly, Chuck Kincaid, Marilyn Sloniker  
Absent: David Luebke (arrived at 7:19 p.m.)

1. The meeting was called to order at 7:00 p.m. in the Forum at Beloit City Hall by President Haynes.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
  - a. President Haynes introduced the new **City Manager** Lori S. Curtis Luther. He said that this is Manager Luther's first meeting and day of work, and said that he felt that she is one of the most qualified people he has ever met. Manager Luther said that it was a pleasure to be here and her family will be relocating soon. She added that she felt this is the perfect choice and excellent fit for her professionally and for her family. Manager Luther said that following in the footsteps of City Manager Emeritus Larry Arft is a big challenge, but felt that with the council's guidance and help from staff, the City will continue the positive momentum that Beloit has enjoyed well into the future.
  - b. President Haynes introduced the new **City Clerk** Lori Stottler. He said that Ms. Stottler is the former County Clerk and comes with amazing credentials and qualifications. Ms. Stottler said that she too was positive that she had made the right choice and was honored to have been selected for the position and is looking forward to learning everything from her very capable staff.
  - c. Presentation of Receipt of **Rock River Trail Coalition Award** was given by Manager Emeritus Arft. He welcomed Manager Luther said that the City was presented the 2015 Protector Award from the Coalition. He said that the city has been an Eco municipality since 2007 and has done a wide range of projects. He said that there were three major policy initiatives that were recognized by the Coalition that included the City's Greenbelt work along the Rock River and Turtle Creek, the shoreline stabilization project, and the Winter Storm Program.
4. PUBLIC HEARINGS – none
5. CITIZEN PARTICIPATION
  - Bill Dorr, 836 Church Street, welcomed the new City Manager and addressed the council regarding inner city initiatives and concerns with parking at Park Avenue Apartments and requested a committee with a Council person and city staff to draft an ordinance similar to Waukesha Wisconsin to permit parking from 3:00 – 5:00 a.m. for the whole Beloit or specific neighborhoods.
  - Christopher Hoover, 2536 S. Belmont Drive, spoke on support of raising the minimum wage to \$9.00 an hour and listed reasons for the change. He was addressing the Council this evening as a Turner High School student for his political science class.
6. CONSENT AGENDA

Councilors De Forest and Kincaid made a motion to adopt the Consent Agenda items 6.a. through 6.e. Motion carried. The Consent Agenda is accepted, approved, adopted or referred and acted upon as required by state and local code by a vote of 6-0.

  - a. The minutes of the special and regular meetings of May 18, 2015 were approved.

- b. Resolution approving **Change of Agent** for Beloit Enterprises, Inc. d/b/a Madison Road BP, located at 1343 Madison Road, from Gary O. Shoemaker to Pyarali Punjwani was adopted. File 8688
- c. Resolution approving **Renewal of Alcohol Beverage Licenses** for License Period July 1, 2015- June 30, 2016 was adopted. File 8688
- d. Resolution approving the Renewal of an **Annual Mobile Home Park License** for the property located at 2601 Colley Road was adopted. File 8124
- e. Application for a **Conditional Use Permit** to allow a temporary outdoor seating area and temporary outdoor sales, possession, and consumption of alcohol in a C-2, Neighborhood Commercial District, for property located at 1180 Madison Road (Alibi Bar & Grill) was referred to Plan Commission. File 8222

7. ORDINANCES– none

8. APPOINTMENTS– none

#### 9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor Hendrix said that she attended the Rock County Christian School graduation and will be attending the Beloit Memorial High School graduation. She announced the Summer Gospel Jam event on June 20<sup>th</sup> and invited all to attend.
- Councilor Luebke welcomed Manager Luther and thanked Manager Emeritus Arft for more than a decade of service to Beloit.
- Councilor Kelly said she was excited about being in the Memorial Day Parade with the other Councilors and said she was excited about her son graduating this year.
- Councilor Sloniker said that she attended the Golf Committee meeting, the EMS open house, and the closing of Morgan School event. She said that Fran Fruzen was honored to have a school named after him and noted his accomplishments in education. She said she appreciated her time to serve with Manager Emeritus Arft and welcomed Manager Luther.
- Councilor De Forest said that she attended the EMS open house and said one highlight was speaking with one of the three doctors that staff MD1 which is a wonderful resource for city residents. She attended the State of Rock County Health presentation a collaboration of all Rock County Hospitals along with the Health Department and UW-Extension to study issues that impact health and develop strategic plans for Rock County. She attended Blackhawk Technical College GED and Community Action PATH program graduations. She said that she is absolutely thrilled with Manager Luther for choosing Beloit and was happy that she and her family are invested in the community. She thanked Manager Emeritus Arft for his dedication and service to the city and its residents and also recently retired Mike Ciaramita for his service to the City. She said that she is thrilled to have Lori Stottler as the new City Clerk and recognized her knowledge, professionalism and personal commitment.
- Councilor Kincaid wished Manager Emeritus Arft the best, commended City Clerk Lori Stottler on her past endeavors with the county, and encouraged everyone to attend the Memorial Day Parade in the future.
- Councilor Haynes said that 140 members of the Community came to the retirement dinner for Manager Emeritus Arft to wish him well. He said that Manager Emeritus Arft taught him almost everything he knows of Public Administration and Government and that he will miss him. He thanked Manager Luther for coming to Beloit and is convinced that she is the right person for this job.

#### 10. CITY MANAGER'S PRESENTATION

- a. Library Director Nick Dimassis thanked Manager Emeritus Arft and his wife Karen Arft for their support of the Library. He introduced Tina Kakuske, Head of Adult Services, who gave a PowerPoint presentation and reviewed the **Library Reading Summer Program** activities. She said that the summer library program will begin June 13 and will address three different but related themes for youth, teens and adults all having to do with Hero's. Councilor De Forest said that the presentation was very informative and she was very excited, especially for teens to "read down library fines", and asked how the Library promoted the programs. Ms. Kakuske said that youth flyers were distributed to elementary schools, and teen flyers were distributed during a

presentation at the high school. Councilor DeForest asked that a link to the Library be placed on their website: <https://beloitlibrary.org/>

11. REPORTS FROM BOARDS AND CITY OFFICERS– none

12. Councilors Hendrix and Sloniker made a motion to adjourn the meeting at 6:53pm. Motion carried.

---

Jelene J. Ahrens, WCMC, Deputy City Clerk

[www.beloitwi.gov](http://www.beloitwi.gov)

Date approved by Council:



**PROCEEDINGS OF THE BELOIT CITY COUNCIL  
Special Meeting  
100 State Street, Beloit, WI 53511  
Thursday, June 4, 2015**

Presiding: Charles M. Haynes  
Present: Sheila De Forest, Regina D. Hendrix, Ana Kelly, David Luebke and Marilyn Sloniker  
Absent: Chuck Kincaid

1. President Haynes called the meeting to order at 6:10 p.m. in the 4<sup>th</sup> Floor City Manager's Conference Room at City Hall.
2. Councilor's Luebke and Sloniker made a motion to adjourn into closed session pursuant to **Wis. Stat. 19.85(1)(c)** to consider the employment, promotion, compensation, or performance evaluation data of a public employee over which the governmental body has jurisdiction or exercises responsibility. Motion carried 6-0. The Council proceeded into closed session at 6:11 p.m. (Councilor Sloniker left the meeting at 7:50 p.m.)
3. Councilor's Luebke and Hendrix made a motion to adjourn the closed session. Motion carried 5-0. Meeting adjourned at 8:10 p.m.

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Lorena Rae Stottler, City Clerk

[www.beloitwi.gov](http://www.beloitwi.gov)

Date Approved by Council:

**RESOLUTION**  
**APPROVING AN AMENDMENT TO THE CLASS “B” BEER AND RESERVE “CLASS B” LIQUOR LICENSE FOR BRBK, LLC, D/B/A ALIBI BAR AND GRILL, FOR A TEMPORARY OUTDOOR PREMISE EXTENSION**

**WHEREAS**, an application has been received to amend the licensed premise description for BRBK, LLC, D/B/A Alibi Bar and Grill, 1180 Madison Road; and

**WHEREAS**, the Alcohol Beverage License Control Committee recommended approval of a temporary outdoor premise extension to hold a yearly, one-day customer appreciation outdoor party; and

**WHEREAS**, the City Council has adopted a resolution approving a Conditional Use Permit to allow temporary outdoor seating and the outdoor sales, possession, and consumption of alcohol in a C-2, Neighborhood Commercial District, for this property with appropriate conditions, and the Permit becomes effective once all conditions have been met.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Beloit that the amendment to the licensed premise description is hereby approved and the applicant is authorized to amend the alcohol application currently on file in the City Clerk’s Office to include the temporary area of the outdoor premise extension one day, per year in the month of July, per the Conditional Use Permit.

Dated this 15<sup>th</sup> day of June 2015

\_\_\_\_\_  
Charles M. Haynes, City Council President

Attest:

\_\_\_\_\_  
Lorena Rae Stottler, City Clerk





# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

---

**Topic:** Resolution approving an amendment to the Class “B” Beer and Reserve “Class B” Liquor License for BRBK, LLC, d/b/a Alibi Bar and Grill, located at 1180 Madison Road, Wendy K. Drake, Agent, for a Temporary Outdoor Premises Extension

**Date:** June 15, 2015

**Presenter(s):** Lori Stottler

**Department:** City Clerk

---

### Overview/Background Information:

BRBK, LLC, d/b/a Alibi Bar and Grill, located at 1180 Madison Road, Wendy K. Drake, Agent, has applied for an amendment to a “Class B” fermented Malt Beverage and Intoxicating Liquor License to amend the license to add a temporary outdoor premise extension to hold a yearly, one-day customer appreciation outdoor party.

---

### Key Issues (maximum of 5):

1. The applicant applied for a Conditional Use Permit to allow a temporary outdoor seating area and temporary outdoor sales, possession, and consumption of alcohol in a C-2, Neighborhood Commercial District with the Division of Planning and Building Services Department. The Conditional Use Permit was referred to the June 3, 2015 Plan Commission meeting and will return to the City Council meeting for approval on the June 15, 2015.
2. The ABLCC reviewed this item on June 9, 2015 and voted unanimously (6-0) to recommend approval of the License to serve alcohol in the temporary outdoor seating area.

---

### Conformance to Strategic Plan:

Consideration of this request supports Strategic Goals #3 and #4

---

### Sustainability:

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

---

### Action required/Recommendation:

City Council consideration and action on the amendment license application.

---

### Fiscal Note/Budget Impact: N/A

---

### Attachments:

Resolution, Report, Application, and Map



City of  
**BELOIT**, Wisconsin

City Clerk  
100 State Street, Beloit, WI 53511  
Ph: 608-364-6680; Fax: 608-364-6649

**APPLICATION FOR AMENDMENT OF "CLASS B" FERMENTED MALT  
BEVERAGE & INTOXICATING LIQUOR LICENSE  
OUTSIDE PREMISES EXTENSION**

Name of Licensed Premises: The Alibi Bar & Grill

Address: 1180 Madison Rd

Applicant's Name: Dan & Wendy Drake

Phone Numbers – business and personal: 608-365-6069 – 608-558-5685 (Wendy)  
608-558-6437 (Dan)

Purpose for requesting the outside extension:  
Annual customer appreciation / anniversary party

Detailed description of outside extension – include detailed drawing with dimensions:  
See attached

Signature of Applicant: Wendy H. Drake Dan J. Drake

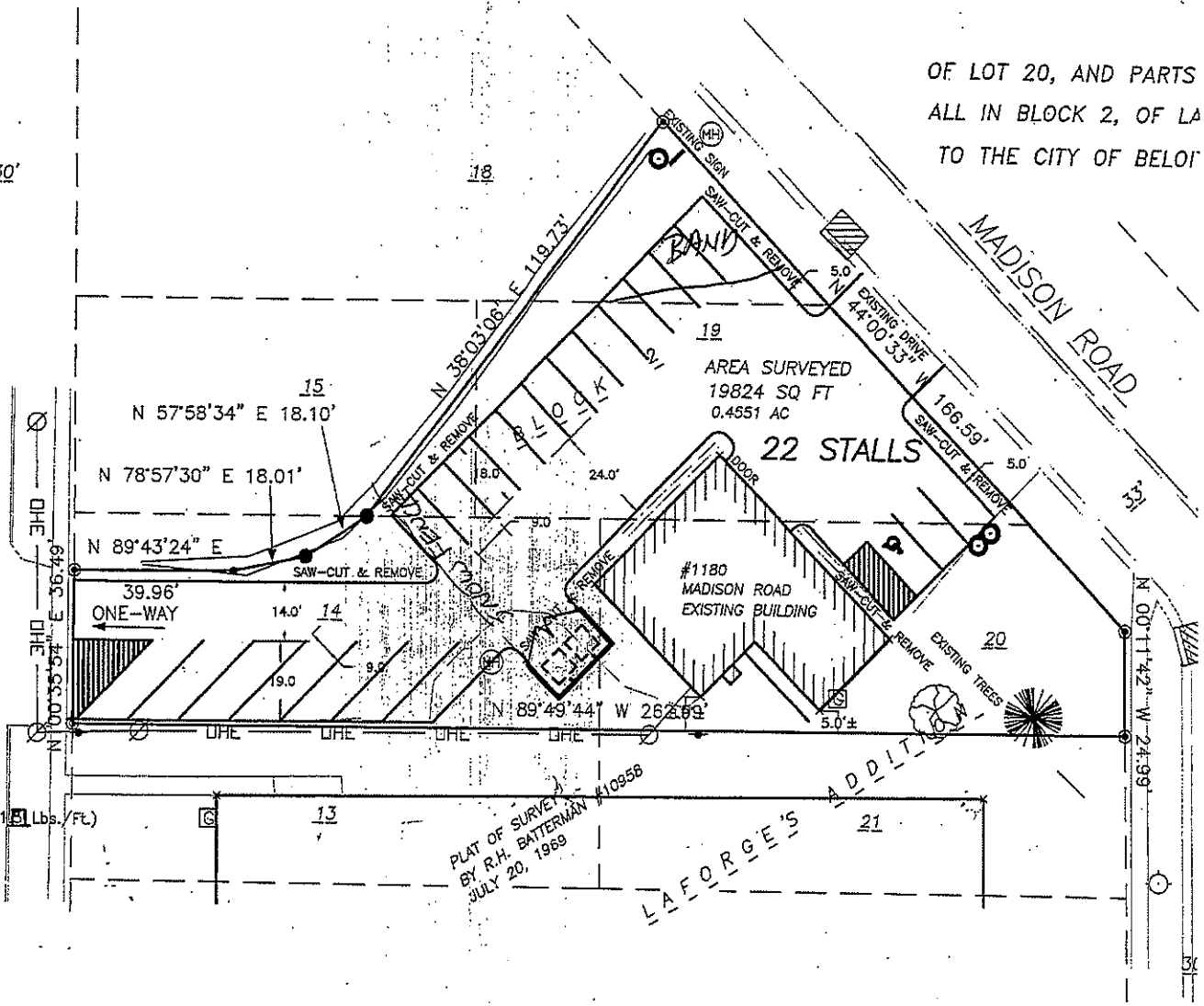
Date of Application: 5-27-15

1. ABLCC meeting date: 6-9-15 Note: Applicant must be present.
2. City Council Agenda item for approval. Date: 6-15-15  
(Applicant is encouraged to be present).
3. Applicant amends application at City Clerk's Office after Council approval.  
Date of amendment: \_\_\_\_\_

30' 30'

CLEVELAND STREET

OF LOT 20, AND PARTS  
ALL IN BLOCK 2, OF LA  
TO THE CITY OF BELO



3/4" x 24" (15 Lbs./FT.)  
 d 1" O.D.  
 and 3/4" O.D.  
 id  
 formation

**RESOLUTION**  
**APPROVING AN AMENDMENT TO THE CLASS “B” BEER AND RESERVE “CLASS B” LIQUOR LICENSE FOR LUCY’S #7 BURGER BAR, LLC, D/B/A LUCY’S BURGER BAR #7 FOR AN OUTDOOR PREMISE EXTENSION**

**WHEREAS**, an application has been received to amend the licensed premise description for Lucy’s #7 Burger Bar, LLC, d/b/a Lucy’s #7 Burger Bar, located at 430 East Grand Avenue, Suite 102; and

**WHEREAS**, the Alcohol Beverage License Control Committee recommended approval of the amendment for the purpose of adding an outdoor seating area to the licensed premise description; and

**WHEREAS**, the Division of Planning & Building Services has approved a Sidewalk Café License to allow an outdoor seating and outdoor sales in a Business Improvement District, for this property with appropriate conditions.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Beloit that the amendment to the licensed premise description is hereby approved and the applicant is authorized to amend the alcohol application currently on file in the City Clerk’s Office to include the outdoor premise extension.

Dated this 15<sup>th</sup> day of June 2015

\_\_\_\_\_  
Charles M. Haynes, City Council President

Attest:

\_\_\_\_\_  
Lorena Rae Stottler, City Clerk



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

---

**Topic:** Resolution approving an amendment to the Class "B" Beer and Reserve "Class B" Liquor License for Lucy's Burger Bar #7, d/b/a Lucy's Burger Bar #7, Emily Hopper, Agent for an Outdoor Premises Extension

**Date:** June 15, 2015

**Presenter(s):** Lori Stottler

**Department:** City Clerk

---

### Overview/Background Information:

Lucy's #7 Burger Bar, LLC, d/b/a Lucy's Burger Bar #7, located at 430 East Grand Avenue, Suite #102, has applied for an amendment to a "Class B" fermented Malt Beverage and Intoxicating Liquor License to amend the license to add an outdoor seating area to the licensed premise description.

---

### Key Issues (maximum of 5):

1. The applicant applied for and was approved for a Sidewalk Café License from the Division of Planning and Building Services to allow outdoor seating and outdoor sales in a Business Improvement District.
2. The ABLCC reviewed this item on June 9, 2015 and voted unanimously (6-0) to recommend approval of the amendment to the License to serve alcohol in the outdoor seating area.

---

### Conformance to Strategic Plan:

Consideration of this request supports Strategic Goals #3 and #4

---

### Sustainability:

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

---

### Action required/Recommendation:

City Council consideration and action on the amendment license application.

---

### Fiscal Note/Budget Impact: N/A

---

### Attachments:

Resolution, Report, Application, Map and Letter from Division of Planning and Building Services



City of  
**BELOIT**, Wisconsin

City Clerk  
100 State Street, Beloit, WI 53511  
Ph: 608-364-6680; Fax: 608-364-6649

**APPLICATION FOR AMENDMENT OF "CLASS B" FERMENTED MALT  
BEVERAGE & INTOXICATING LIQUOR LICENSE  
OUTSIDE PREMISES EXTENSION**

Name of Licensed Premises: Lucy's #7 Burger Bar

Address: 430 East Grand Ave, Suite 102, Beloit, WI 53511

Applicant's Name: Lucy's #7 Burger Bar, LLC

Phone Numbers - business and personal: 608-346-1507

Purpose for requesting the outside extension:  
Outside Seating

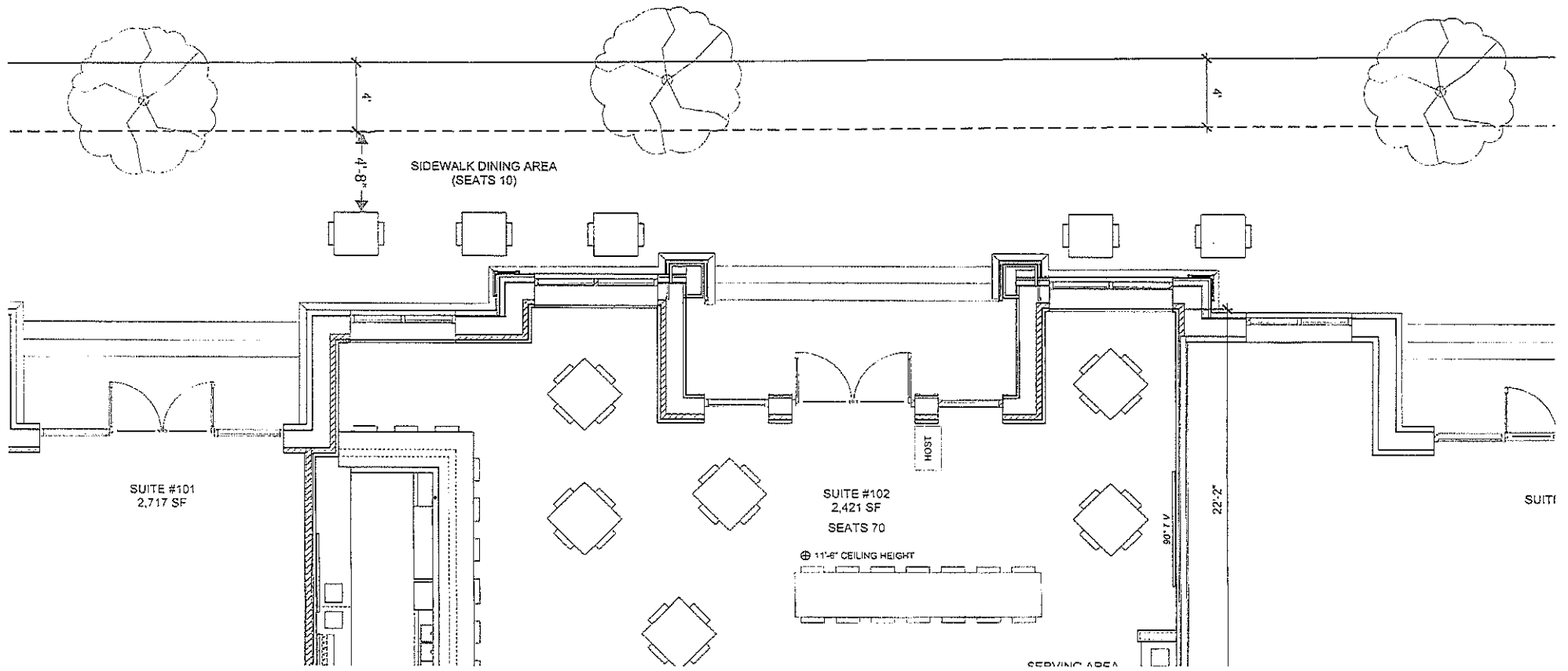
Detailed description of outside extension - include detailed drawing with dimensions:  
See Attached

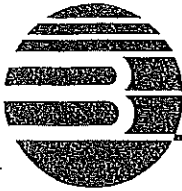
Signature of Applicant: 

Date of Application: June 2, 2015

1. ABLCC meeting date: June 9, 2015 Note: Applicant must be present.
2. City Council Agenda Item for approval. Date: \_\_\_\_\_  
(Applicant is encouraged to be present).
3. Applicant amends application at City Clerk's Office after Council approval.  
Date of amendment: \_\_\_\_\_

# EAST GRAND AVENUE





City of  
**BELOIT, Wisconsin**  
Division of Planning and Building Services

CITY HALL • 100 STATE STREET • BELOIT, WI 53511

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

[www.beloitwi.gov](http://www.beloitwi.gov)

Equal Opportunity Employer

May 26, 2015

Michael Braatz  
Lucy's #7 Burger Bar  
525 Third Street, Suite 300  
Beloit, WI 53511

**Re: 2015-2016 Sidewalk Café License Approval**

Dear Mr. Braatz:

Planning & Building Services Division staff has reviewed your application for a Sidewalk Café License for Lucy's #7 Burger Bar located at 430 East Grand Avenue, Suite 102 in the City of Beloit. Your application was reviewed in consultation with the City Attorney, City Clerk, and BID Board of Directors. Your application has been approved, and the City Clerk's Office will be issuing your license.

Please be aware of the following requirements for your Sidewalk Café License:

- This sidewalk café may consist of up to 5 tables and 10 chairs.
- All sidewalk café furniture, furnishings, and equipment shall be removed from the public sidewalk between the hours of 1:00 am and 5:00 am daily.
- There shall be at least four feet of unobstructed sidewalk for pedestrian right-of-way through the sidewalk café at all times. There shall be at least two feet of unobstructed sidewalk along the curb.
- Food and beverage shall only be served in the sidewalk café between the hours of 6:00 am and 12:00 midnight.
- Lucy's #7 Burger Bar's retail alcohol beverage license must include the sidewalk cafe in the description of the licensed premises in order to serve alcohol in the outdoor seating area.

This Sidewalk Café License will expire on June 30, 2016. Before that time, you will need to complete and submit a new application for a Sidewalk Café License. In addition, if you plan to change the existing site plan or outdoor furnishings at any time in the future, a revised site plan and photographs must be submitted along with the renewal application. This office will send you a license renewal reminder in early June 2016. If you have any questions or require additional information, please contact me at (608) 364-6708.

Sincerely,

Alex Morganroth  
Planner

c: Shauna El-Amin, Downtown Beloit Association (Via Email)  
City Clerk's Office (Via Email)  
File, Sidewalk Café Licenses  
File, Property



**RESOLUTION APPROVING CHANGE OF AGENT  
ALCOHOL BEVERAGE LICENSE**

**WHEREAS**, the Agent of record for Wal-Mart Stores East, LP, d/b/a Wal-Mart Supercenter #2532, located at 2785 Milwaukee Road, is Michael A. Lane, Jr.; and

**WHEREAS**, Wal-Mart Stores East, LP, d/b/a Wal-Mart Supercenter #2532, has requested and the Alcohol Beverage License Control Committee has recommended that the Agent be changed to Leah R. Wampole.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Beloit that the Agent for the alcohol beverage license for Wal-Mart Stores East, LP, Wal-Mart Supercenter #2532, located at 2785 Milwaukee Road, is hereby changed to Leah R. Wampole.

Dated this 15th day of June 2015.

**BELOIT CITY COUNCIL**

\_\_\_\_\_  
Charles M. Haynes, City Council President

Attest:

\_\_\_\_\_  
Lorena Rae Stottler, City Clerk



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

---

**Topic:** Resolution approving Change of Agent for Alcohol Beverage License for Wal-Mart Supercenter #2532, located at 2785 Milwaukee Road from Michael A. Lane, Jr to Leah R. Wampole.

**Date:** June 15, 2015

**Presenter(s):** Lori Stottler

**Department:** City Clerk

---

### **Overview/Background Information:**

Wal-Mart Stores East, LP, d/b/a Wal-Mart Supercenter #2532, located at 2785 Milwaukee Road has requested that the Change of Agent be changed to Leah R. Wampole.

---

### **Key Issues (maximum of 5):**

1. Wal-Mart Stores East, LP, d/b/a Wal-Mart Supercenter has appointed Leah R. Wampole as Agent, Ms. Wampole is a resident of Wisconsin, and otherwise meets the qualifications for the appointment as required by state law.
2. The ABLCC reviewed this item on June 9, 2015 and voted unanimously (6-0) to recommend approval of the Change of Agent.

---

**Conformance to Strategic Plan:** N/A

---

### **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 approval of the Change of Agent.

---

**Fiscal Note/Budget Impact:** N/A

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### **Attachments:**

Resolution, Report, Schedule of Appointment and Auxiliary Questionnaire

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer(s)/members/managers of WAL-MART STORES EAST, LP  
(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 WAL-MART SUPERCENTER #2532  
(trade name)

located at 2785 MILWAUKEE ROAD, BELOIT, WI 53511

appoints LEAH R. WAMPOLE  
(name of appointed agent)  
420 E. WOODLAND DRIVE, BELOIT, WI 53511  
(home address of appointed agent)

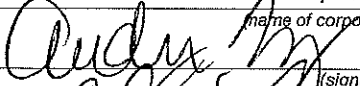
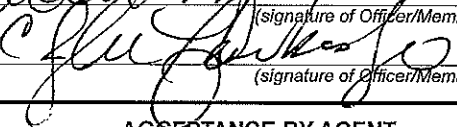
to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 30 YEARS

Place of residence last year 420 E. WOODLAND DRIVE, BELOIT, WI 53511

For: WAL-MART STORES EAST, LP  
(name of corporation/organization/limited liability company)  
By:   
(signature of Officer/Member/Manager)  
And:   
(signature of Officer/Member/Manager)

**ACCEPTANCE BY AGENT**

I, LEAH R. WAMPOLE, hereby accept this appointment as agent for the  
(print/type agent's name)

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

see next page (signature of agent) \_\_\_\_\_ (date) \_\_\_\_\_ Agent's age \_\_\_\_\_  
420 E. WOODLAND DRIVE, BELOIT, WI 53511 (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)

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer(s)/members/managers of WAL-MART STORES EAST, LP  
(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 WAL-MART SUPERCENTER #2532  
(trade name)

located at 2785 MILWAUKEE ROAD, BELOIT, WI 53511

appoints LEAH R. WAMPOLE  
(name of appointed agent)  
420 E. WOODLAND DRIVE, BELOIT, WI 53511  
(home address of appointed agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 30 YEARS

Place of residence last year 420 E. WOODLAND DRIVE, BELOIT, WI 53511

For: WAL-MART STORES EAST, LP  
(name of corporation/organization/limited liability company)

By: \_\_\_\_\_  
(signature of Officer/Member/Manager)

And: \_\_\_\_\_  
(signature of Officer/Member/Manager)

**ACCEPTANCE BY AGENT**

I, LEAH R. WAMPOLE, hereby accept this appointment as agent for the  
(print/type agent's name)

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

Leah Wampole 5-27-15 Agent's age \_\_\_\_\_  
(signature of agent) (date)  
420 E. WOODLAND DRIVE, BELOIT, WI 53511 Date of birth \_\_\_\_\_  
(home address of agent)

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

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

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

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)	(middle name)	
WAMPOLE		LEAH	REGINE	
Home Address (street/route)		Post Office	City	State
420 E. WOODLAND DRIVE			BELOIT	WI
Home Phone Number		Age	Date of Birth	Zip Code
(262) 492-3018				53511
Home Phone Number		Age	Date of Birth	Place of Birth
(262) 492-3018				

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- AGENT** of **WAL-MART STORES EAST, LP**

(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? 30 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.)  
Stat. 346.63(1)(b) Operating w/PAC .10+; Rock County WI; Case No. 2010TR010857; 6/28/10; Forfeiture U and fine paid; dismissed 7/29/10
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
If yes, identify. \_\_\_\_\_  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.


Employer's Name	Employer's Address	Employed From	To
WALMART #2532	2785 Milwaukee Road, Beloit, WI	12/2012	PRESENT
WALMART #1305	JANESVILLE	2007	12/2012

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 27 day of May, 2010

  
(Notary Public)

  
(Signature of Named Individual)

My commission expires 8-21-17



Printed on Recycled Paper

**RESOLUTION APPROVING CHANGE OF AGENT  
ALCOHOL BEVERAGE LICENSE**

**WHEREAS**, the Agent of record for Rockford Pizza, LLC, d/b/a Pizza Hut, located at 2787 Prairie Avenue, is Juan Mendoza Ochoa; and

**WHEREAS**, Rockford Pizza, LLC, d/b/a Pizza Hut, has requested and the Alcohol Beverage License Control Committee has recommended that the Agent be changed to Elliott Stubbendick.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Beloit that the Agent for the alcohol beverage license for Rockford Pizza, LLC, d/b/a Pizza Hut, located at 2787 Prairie Avenue, is hereby changed to Elliott Stubbendick.

Dated this 15th day of June 2015.

**BELOIT CITY COUNCIL**

\_\_\_\_\_  
Charles M. Haynes, City Council President

Attest:

\_\_\_\_\_  
Lorena Rae Stottler, City Clerk



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

---

**Topic:** Resolution approving Change of Agent for Alcohol Beverage License and Renewal of Class “B” Beer and “Class B” Liquor License for Rockford Pizza, LLC, d/b/a Pizza Hut, located at 2787 Prairie Avenue

**Date:** June 15, 2015

**Presenter(s):** Lori Stottler

**Department:** City Clerk

---

### Overview/Background Information:

Last month, Rockford Pizza, LLC, d/b/a Pizza Hut, located at 2787 Prairie Avenue had requested that William C. Allen be appointed the new agent. At the Alcohol Beverage License Control Committee meeting (ABLCC) on May 12, 2015 it was determined that Mr. Allen did not meet the qualifications to be appointed agent in that he was not a resident of the State of Wisconsin for 90 days prior to the date of application. Due to the failure to appoint a qualified agent, Pizza Hut was prohibited from selling alcohol until a qualified agent could be appointed. Further, because of the lack of a qualified agent, the annual renewal of the license was removed from the May 12, 2015 ABLCC agenda.

Pizza Hut has now requested the appointment of Elliot Stubbendick as agent for the company. Mr. Stubbendick meets the qualifications of an agent. Further, now with a qualified agent, the annual renewal of the Class “B” Beer and “Class B” Liquor license application can proceed.

---

### Key Issues (maximum of 5):

1. Rockford Pizza, LLC, d/b/a Pizza Hut has appointed Elliott Stubbendick as Agent. Mr. Stubbendick is a resident of Wisconsin, and otherwise meets the qualifications for the appointment as required by state law
2. The ABLCC reviewed this item on June 9, 2015 and voted unanimously (6-0) to recommend the Change of Agent and renewal of the Class “B” Beer and “Class B” Liquor License.

---

**Conformance to Strategic Plan:** N/A

---

### 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 approval of the Change of Agent and renewal of the Class “B” Beer and “Class B” Liquor License

---

**Fiscal Note/Budget Impact:** N/A

---

### Attachments:

Resolutions, Report, Schedule of Appointment and Auxiliary Questionnaire

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Stubbendiek		Elliott		Martin	
Home Address (street/route)		Post Office	City	State	Zip Code
612 N Garfield Ave		Janesville	Janesville	WI	53545
Home Phone Number		Age	Date of Birth	Place of Birth	
608 371-7358					

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

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Agent** \_\_\_\_\_ of **Rockford Pizza, LLC**  
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

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

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

Employer's Name	Employer's Address	Employed From	To
Pizza Hut of Southern WI	434 S. Yellowstone Dr., Suite 101		
Employer's Name	Employer's Address	Employed From	To

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

Subscribed and sworn to before me

this 29 day of May, 20 15

[Signature]  
(Clerk/Notary Public)

[Signature]  
(Signature of Named Individual)

My commission expires 8-21-17





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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer(s)/members/managers of Rockford Pizza, 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 Pizza Hut  
(trade name)

located at 2787 Prairie Avenue / Beloit, WI 53511

appoints Elliott Stubbendick  
(name of appointed agent)  
612 N Garfield Ave Janesville, WI 53545  
(home address of appointed agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 3 years

Place of residence last year Janesville, WI

For: Rockford Pizza, LLC  
(name of corporation/organization/limited liability company)

By: Rick D. Walker  
(signature of Officer/Member/Manager)

And: Mark A. [Signature]  
(signature of Officer/Member/Manager)

**ACCEPTANCE BY AGENT**

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

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

[Signature] 5-28-15 Agent's age \_\_\_\_\_  
(signature of agent) (date)

612 N Garfield Ave Janesville, WI 53545 Date of birth \_\_\_\_\_  
(home address of agent)

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

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

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

**RESOLUTION APPROVING A CLASS "B" BEER  
AND "CLASS B" LIQUOR LICENSE RENEWAL FOR  
ROCKFORD PIZZA, LLC, D/B/A PIZZA HUT**

**WHEREAS**, an renewal application has been received for a Class "B" Beer and "Class B" Liquor License from Rockford Pizza, LLC, d/b/a Pizza Hut, Elliott Stubbendick, located at 2787 Prairie Avenue; and

**WHEREAS**, the Alcohol Beverage License Control Committee recommended approval of this Class "B" Beer and "Class B" Liquor License for the 2015-2016 license year.

**NOW, THEREFORE, BE IT RESOLVED** that the renewal Class "B" Beer and "Class B" Liquor License for July 1, 2015 – Jun 30, 2016, for Rockford Pizza, LLC, d/b/a Pizza Hut, located at 2787 Prairie Avenue is hereby approved.

Dated this 15th day of June 2015.

\_\_\_\_\_  
Charles M. Haynes, City Council President

ATTEST:

\_\_\_\_\_  
Lorena Rae Stottler, City Clerk

# RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/2015 ending: 06/30/2016  
(MM DD YYYY) (MM DD YYYY)

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

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

CHECK ONE  Individual  Partnership  Limited Liability Company  
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:  
 Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Rockford Pizza, LLC  
 Address of Corporation/Limited Liability Company (if different from licensed premises) 434 S. Yellowstone Drive, Madison, WI  
 All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Richard J. Divelbiss</u>	<u>434 S. Yellowstone Drive</u>	<u>Madison, WI 53719</u>
Vice President/Member	<u>Gayla L. Divelbiss</u>	<u>434 S. Yellowstone Drive</u>	<u>Madison, WI 53719</u>
Secretary/Member	<u>Gayla L. Divelbiss</u>	<u>434 S. Yellowstone Drive</u>	<u>Madison, WI 53719</u>
Treasurer/Member	<u>Gayla L. Divelbiss</u>	<u>434 S. Yellowstone Drive</u>	<u>Madison, WI 53719</u>
Agent	<u>William C. Allen</u> <u>Elliot Stubberdick</u>	<u>306 River Lane</u>	<u>Loves Park, IL 61111</u>
Directors/Managers	<u>Richard J. Divelbiss</u>	<u>612 N Garfield</u>	<u>Janesville, WI 53545</u>

C. 1. Trade Name Pizza Hut Business Phone Number 608-365-5777  
 2. Address of Premises 2787 Prairie Avenue Post Office & Zip Code Beloit, WI 53511

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers?  Yes  No
4. 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.) not changed (dining areas, kitchen, storage)
5. Legal description (omit if street address is given above): See street address given above
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side  Yes  No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side  Yes  No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. new agent  Yes  No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain.  Yes  No
9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? [phone (608) 266-2776]  Yes  No
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement?  Yes  No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor?  Yes  No

Applicant's Wisconsin Seller's Permit Number: <u>456-0002328142-03</u>	
Federal Employer Identification Number (FEIN): <u>20-1516003</u>	
<b>LICENSE REQUESTED</b>	
<b>TYPE</b>	<b>FEE</b>
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Wholesale beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>25 Pd 4-16-15</u>
<b>TOTAL FEE</b>	\$

**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.)

**SUBSCRIBED AND SWORN TO BEFORE ME**  
 this 13th day of April, 20 15  
Nancy K. Borelli  
(Clerk/Notary Public)  
 My commission expires 5/12/2017

Richard J. Divelbiss  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)  
Elliot Stubberdick  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)  
 \_\_\_\_\_  
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

Date received and filed with municipal clerk <u>4-16-15</u>	Date reported to council/board <u>5-4-15</u>	Date license granted <u>6-1-15</u>
License number issued <u>21A</u>	Date license issued	Signature of Clerk / Deputy Clerk



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

---

**Topic:** Conditional Use Permit Application for property located at 1105 East Grand Avenue Madison Road – Council Referral to the Plan Commission

**Date:** June 15, 2015

**Presenter(s):** Julie Christensen

**Department:** Community Development

---

### **Overview/Background Information:**

Matt Finnegan, on behalf of FPS Rental Inc., has filed an application for a Conditional Use Permit to allow a boarding house in a C-1, Office District, for the property located at 1105 East Grand Avenue. The applicant is seeking a permit to establish and operate a boarding house consisting of four sleeping rooms as well as one efficiency apartment to oversee the property.

---

### **Key Issues:**

- The applicant has proposed the opening of a boarding house with four sleeping rooms and one efficiency apartment that will serve as an overseer of the property.
  - The tenants will have access to a common area with one bathroom, a dining room, and a kitchenette with sink. Laundry facilities will also be available on-site.
  - A Location & Zoning Map and the application are attached.
- 

### **Conformance to Strategic Plan:**

- 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:**

- Referral to the Plan Commission for the June 17, 2015 meeting.
  - This item will most likely return to the City Council for a public hearing and possible action on July 6, 2015.
- 

**Fiscal Note/Budget Impact:** N/A

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**Attachments:** Zoning and Location Map, Application

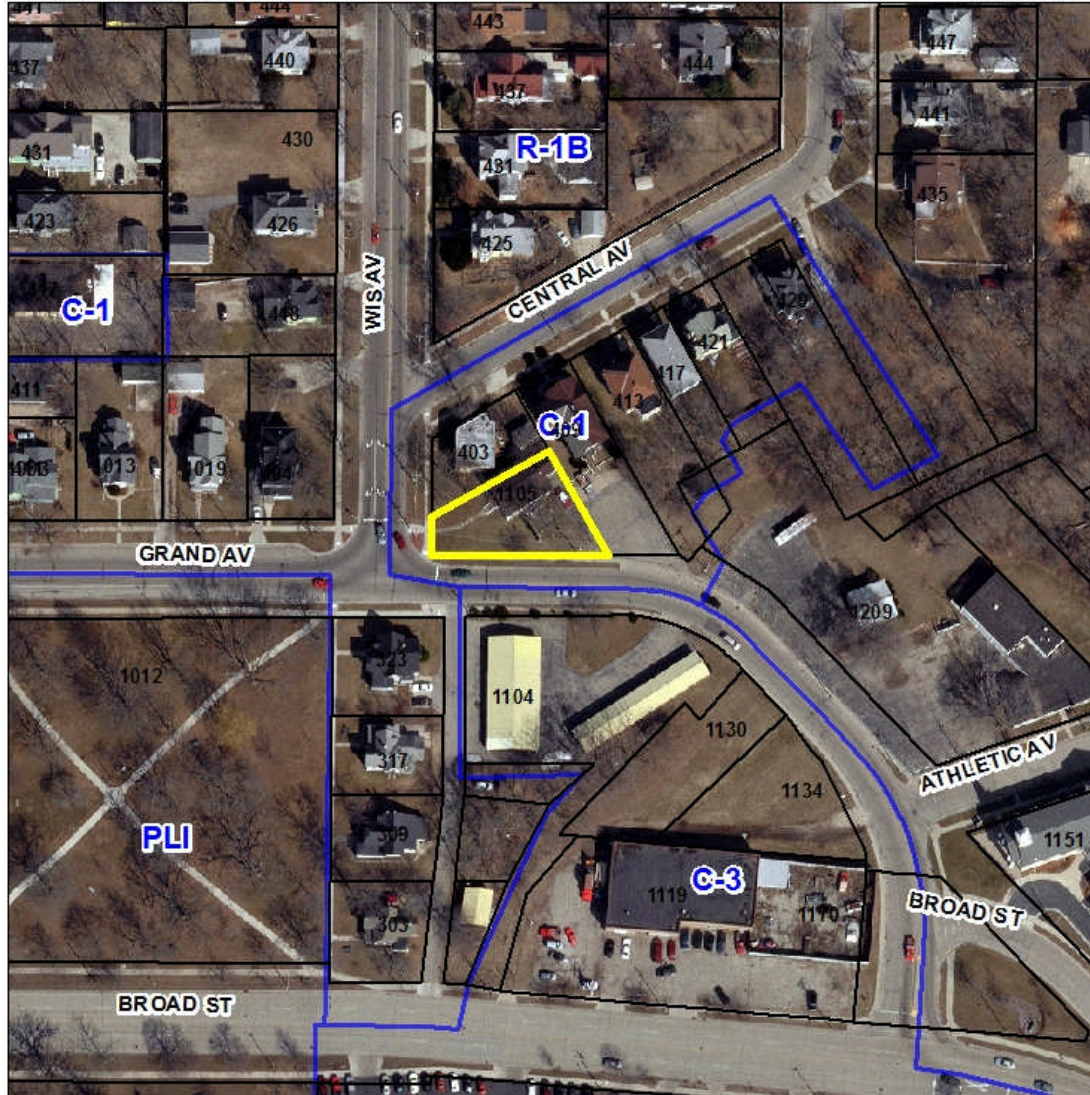
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


# Location & Zoning Map

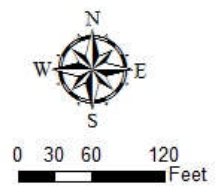
1105 East Grand Avenue

CU-2015-04



**Legend**

-  COB Parcels
-  Zoning District
-  1105 E Grand Ave



## PLANNING AND BUILDING SERVICES DIVISION

Map prepared by: Alex Morganroth  
 Date: May 28, 2015  
 For: City of Beloit,  
 Planning & Building Services  
 Date of Aerial Photography: April 2011

# CITY of BELOIT

## Planning and Building Services Division

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

### Conditional Use Permit Application

(Please Type or Print)

File Number: CU-2015-04

1. Address of subject property: 1105 East Grand

2. Legal description: SEE ATTACHED

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

Property dimensions are: 100 feet by 80 feet = 8000 square feet.

If more than two acres, give area in acres: \_\_\_\_\_ acres.

3. Tax Parcel Number(s): 200-13660240

4. Owner of record: FPS Rental Inc. Phone: 608-751-2915

(Rel. Box 41) 318 W. Grand Beloit WI 53511  
(Address) (City) (State) (Zip)

5. Applicant's Name: Matthew L. Finnegan

318 W. Grand Ave Beloit WI 53511  
(Address) (City) (State) (Zip)

608-312-2345 1 608-751-2915 HomeStayFinancialFrazzomag@mail.com  
(Office Phone #) (Cell Phone #) (E-mail Address)

6. All existing use(s) on this property are: LAST TIME IT WAS USED AS RESIDENTIAL. NOW VACANT FOR AT LEAST 3 YEARS.

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

A Conditional Use Permit for: Sleeping Room Occupancy  
in a(n) C-1 Zoning District.

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

Principal use: Efficiency Residential Apartment to consist of four sleeping rooms with common bathroom, common dining room and living room. Kitchenette with sink  
~~Secondary use:~~ Microwave and toaster oven. Laundry in SAME AREA

Accessory use: \_\_\_\_\_

9. **Project timetable:** Start date: 6/1/15 Completion date: 10/1/15

10. I/We) represent that I/we have a vested interest in this property in the following manner:
- Owner
  - Leasehold, length of lease: \_\_\_\_\_
  - Contractual, nature of contract: \_\_\_\_\_
  - Other, explain: \_\_\_\_\_

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

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

*Matt* / Matthew L. Finnegan / 5/18/15  
(Signature of Owner) (Print name) (Date)  
 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Signature of Applicant, if different) (Print name) (Date)

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

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

**To be completed by Planning Staff**

Filing fee: **\$275.00** Amount paid: \$275.<sup>00</sup> Meeting date: June 17, 2015

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

Application accepted by: *Don Jarrington* Date: 5/19/15



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

---

**Topic:** Application for an Amended Conditional Use Permit for the property located at 2100 Newark Road – Council Referral to the Plan Commission

**Date:** June 15, 2015

**Presenter(s):** Julie Christensen

**Department:** Community Development

---

### Overview/Background Information:

Steven Franks of 3 Franks Services LLC has filed an application to amend an existing Conditional Use Permit (CUP) to allow expanded Contractor Office & Storage Yard uses in the DH, Development Holding District, for the property located at 2100 Newark Road.

---

### Key Issues (maximum of 5):

- The applicant is currently operating his asphalt paving business at this location in accordance with a 2014 CUP.
- The applicant has proposed the construction of a 3,000 square-foot office & storage addition to an existing storage/shop building, along with temporary use of a converted recreational vehicle that will be used as office space during the construction process.
- The proposed project is considered a major change in the use of the property, and requires Plan Commission and City Council approval of an amended CUP.
- A site sketch and application are attached to this report.

---

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

- Consideration of this request supports Strategic Goal #5.

---

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

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

---

### Action required/Recommendation:

- Referral to the Plan Commission for the June 17, 2015 meeting
- This item will most likely return to the City Council for a public hearing and possible action on July 6, 2015

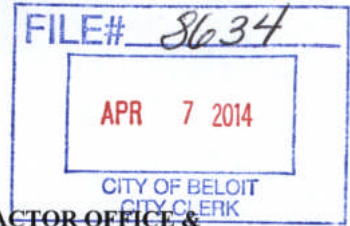
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**Fiscal Note/Budget Impact:** N/A

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**Attachments:** 2014 CUP, Site Sketch, and Application





**RESOLUTION  
AUTHORIZING A CONDITIONAL USE PERMIT TO ALLOW CONTRACTOR OFFICE &  
STORAGE YARD IN A DH, DEVELOPMENT HOLDING DISTRICT,  
FOR THE PROPERTY LOCATED AT 2100 NEWARK ROAD**

**WHEREAS**, the application of 3 Franks Services, LLC for a Conditional Use Permit to allow contractor office & storage yard in a DH, Development Holding District, for the property located at 2100 Newark Road, having been considered by the City Council of the City of Beloit, Wisconsin at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication on file in the office of the City Clerk.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the City Council of the City of Beloit, Rock County, Wisconsin does hereby grant a Conditional Use Permit to contractor office & storage yard repair in a DH, Development Holding District, for the property located at 2100 Newark Road in the City of Beloit, for the following described premises:


Lot 1 of Certified Survey Map Volume 9, Pages 230 & 231 and Lot 1 of Certified Survey Map Volume 12, Pages 32 & 33, all situated in the City of Beloit, County of Rock, State of Wisconsin (a/k/a 2100 Newark Road). Said parcel contains 11.25 acres, more or less.

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


1. This Conditional Use Permit authorizes the use of a contractor's office and storage yard.
2. The applicant shall create a parking area that is set back further than the rental/office building that has a minimum of six (6) parking stalls. The applicant shall stripe the lot in accordance with Section 8-113 of the Zoning Ordinance by June 1, 2014.
3. The applicant shall pave the existing driveway by June 1, 2014.
4. The applicant shall maintain the existing trees on site. Any proposed changes must be approved by Planning Staff with the submittal of a Landscaping Plan.
5. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Director of Planning & Building Services may approve minor changes administratively.

Adopted this 7th day of April 2014.

**BELOIT CITY COUNCIL**

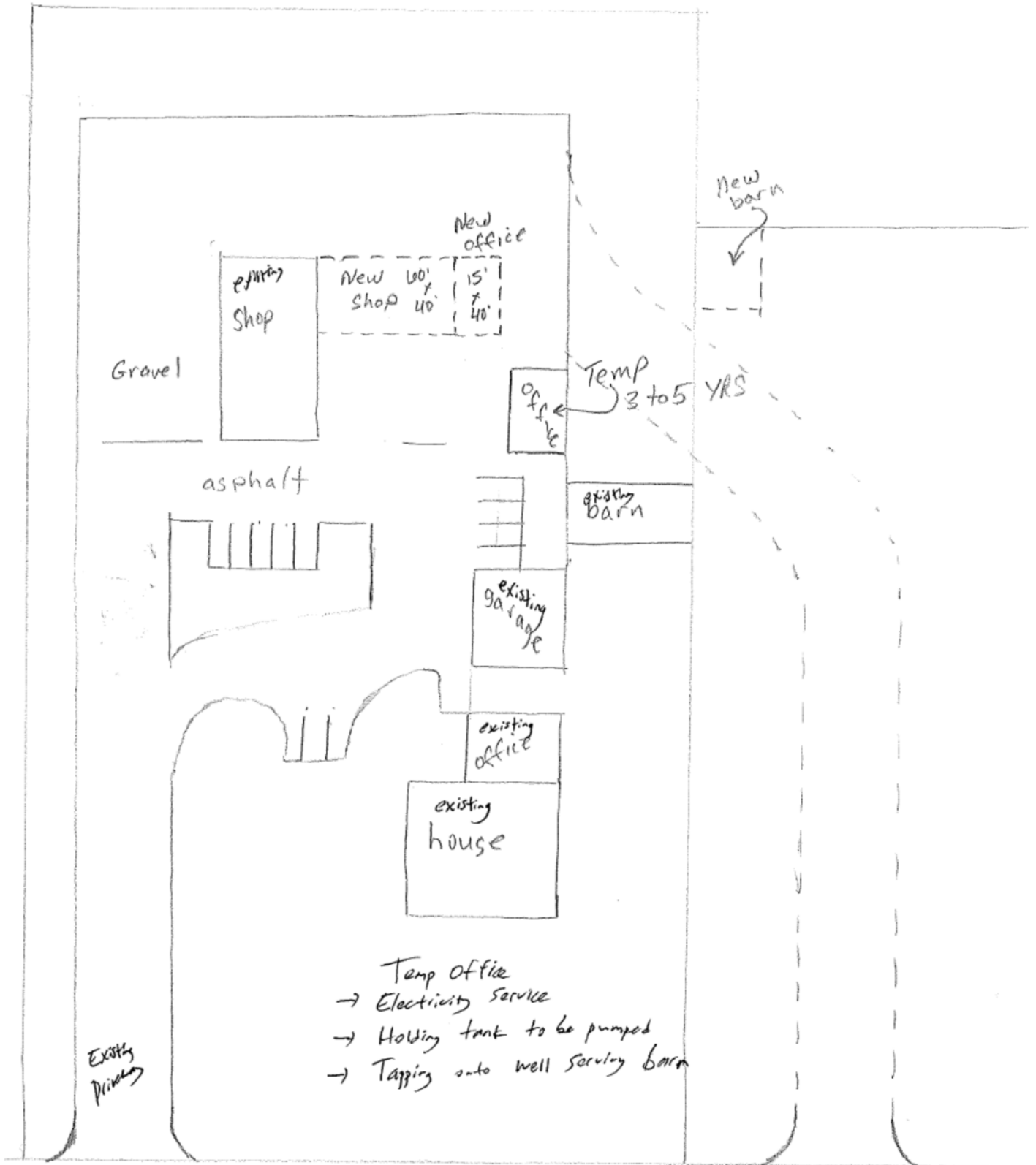
  
\_\_\_\_\_  
Charles M. Haynes, Council President

ATTEST:

  
\_\_\_\_\_  
Rebecca Houseman LeMire, City Clerk

Steve Franks

3 Franks Services LLC.



2100 Beloit Newark Rd

# CITY of BELOIT

## Planning and Building Services Division

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

### Conditional Use Permit Application

(Please Type or Print)

File Number: CU-2015-05

1. Address of subject property: 2100 Beloit Newark Rd

2. Legal description: \_\_\_\_\_

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

Property dimensions are: \_\_\_\_\_ feet by \_\_\_\_\_ feet = \_\_\_\_\_ square feet.

If more than two acres, give area in acres: \_\_\_\_\_ acres.

3. Tax Parcel Number(s): 12280100

4. Owner of record: 3 Franks Services LLC Phone: 608-365-4608

2100 Beloit Newark Rd Beloit WI 53511  
(Address) (City) (State) (Zip)

5. Applicant's Name: Steven Franks

1000 S Paddock Rd Beloit WI 53511  
(Address) (City) (State) (Zip)

608-365-4608 | 608-295-3490 | asphalt501@yahoo.com  
(Office Phone #) (Cell Phone #) (E-mail Address)

6. All existing use(s) on this property are: 1 single family home -  
business offices, shop & storage facility

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

A Conditional Use Permit for: Amended CUP for contractor office & storage  
\_\_\_\_\_ in a(n) DH Zoning District.

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

Principal use: Business Shop, office space, & Storage  
facility

Secondary use: Horses

Accessory use: \_\_\_\_\_

9. Project timetable: Start date: 6-30-15 asap Completion date: ?

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

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

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

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

Steven D Franks / Steven D Franks / 5/22/2015  
(Signature of Owner) (Print name) (Date)

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

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

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

To be completed by Planning Staff		
Filing fee: <b>\$275.00</b>	Amount paid: <u>\$275.00</u> <sup>61c DP</sup>	Meeting date: <u>June 17, 2015</u>
No. of notices: _____ x mailing cost (\$0.50) = cost of mailing notices: \$ _____		
Application accepted by: <u>Drew Pennington</u>		Date: <u>5/22/15</u>

June 15, 2015

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

The undersigned Charles Haynes, duly elected President of the Beloit City Council, subject to confirmation by the Beloit City Council, does hereby appoint the following citizen members to the vacancies and terms indicated below, said appointments being pursuant to nominations made and approved by the Appointment Review Committee at the regular meeting held June 8, 2015:

---

Charles Haynes, President  
Beloit City Council

**Appointments**

**Alcohol Beverage License Control Committee**

**Dr. Dennis Baskin**, 1768 Gateway Blvd., #614 (replacing Tina Goecks) as the School District Representative for the 2015-2016 School Year  
Incumbent **Malissa M. Cronin** for a term ending June 30, 2018

**Equal Opportunities Commission**

**Grace Lee**, 2063 Regal Oaks Ct. (replacing Ricardo A. Valdez) to a term ending June 30, 2016

**Municipal Golf Committee**

**Harry Wiersgalla**, 2500 E. Ridge Road (replacing Ida Lenz) to a term ending December 31, 2017

**Municipal Library Board**

**Diane Lichtenstein**, 1638 Emerson St. (replacing Doreen Dalman) to a term ending June 30, 2018  
Incumbent **David Sowl** to a term ending June 30, 2018

**PLEASE ANNOUNCE THE FOLLOWING VACANCIES**

Alcohol Beverage License Control Committee (2 vacancies for resident)  
Appointment Review Committee (1 vacancy for resident)  
Board of Appeals (2 vacancies for [Alternate] residents)  
Board of Ethics (1 vacancy for former City Councilor, 3 vacancies for residents)  
Board of Review (1 vacancy for resident; 2 vacancies [Alternate] for residents)  
Community Development Authority (1 vacancy for resident)  
Equal Opportunities Commission (1 vacancy for resident)  
Municipal Golf Committee (1 vacancy for Women's Club Rep.)  
Park, Recreation & Conservation Advisory Commission (1 vacancy for Youth Representative)  
Traffic Review Committee (2 vacancies for residents)

**RESOLUTION APPROVING COLLATERAL ASSIGNMENT OF  
GROUND LEASE AND DEVELOPMENT AGREEMENT  
FOR OLYMPIAN HILLS APARTMENTS**

**WHEREAS**, the City of Beloit is the owner of the property commonly known as 431 and 405 Olympian Boulevard; and

**WHEREAS**, the City and Beloit Mature Housing, LLC are parties to a Development Agreement and a Ground Lease for the subject property; and

**WHEREAS**, Beloit Mature Housing LLC, is seeking to obtain a loan to re-finance and provide additional funding for rehabilitation of the development; and

**WHEREAS**, as the Lessor of the subject property, the City is required to consent to a collateral assignment in order for Beloit Mature Housing LLC to secure financing; and

**WHEREAS**, the City is agreeable to said assignment to encourage the further development of the subject property;

**NOW, THEREFORE, BE IT RESOLVED** that the City Manager of the City of Beloit be, and is hereby, authorized to execute the Collateral Assignment of Ground Lease and Development Agreement any document necessary to carry out the terms of the Agreement on behalf of the City of Beloit.

Adopted this 15<sup>th</sup> day of June, 2015.

**City Council of the City of Beloit**

\_\_\_\_\_  
**Charles M. Haynes, President**

**Attest:**

\_\_\_\_\_  
**Lorena Rae Stottler, City Clerk**

tdh\res\Olympian Hills Collateral Assignment = res = 20150605



# CITY OF БЕЛОIT



## REPORTS AND PRESENTATIONS TO CITY COUNCIL

---

**Topic:** Resolution Approving Collateral Assignment of Ground Lease and Development Agreement for Olympian Hills Apartments

**Date:** June 15, 2015

**Presenter:** Julie Christensen

**Department:** Community Development

---

### Overview/Background Information:

In 1997, the City entered into a Development Agreement with Beloit Mature Adult Housing, LLC to redevelop the Beloit Community Services Center, the former Beloit Hospital site. Later in 1997, this development agreement was amended to include Community Action, Inc. as the sole member of the LLC, remove the market-rate component from the development, make a slight change in financing, provide a land lease for 99 years for \$1/year, and provide an environmental indemnification provision. A ground lease was also executed later in 1997, and CSM was recorded which divided the property into two parcels: 405 and 431 Olympian Boulevard.

---

### Key Issues (maximum of 5):

1. Tax credits were awarded for the redevelopment of 431 Olympian Boulevard into a 47-unit apartment complex for persons 55 years and older. After 15 years, it is possible for the developer of the tax credit project to buy-out the investment partner, dissolve the for-profit LLC, and take full ownership of the property. The Beloit Mature Adult Housing, LLC, is opting to buy-out the investment partner. The only remaining member of the LLC will be Community Action.
  2. As part of this buy-out, the LLC is obtaining a mortgage loan from Wisconsin Housing and Economic Development Authority (WHEDA). This loan will be used to re-finance the project and provide additional funding for rehabilitation of the building. WHEDA is requiring the Collateral Assignment of the Ground Lease and Development Agreement.
  3. The City has had no issues with the current management of the apartment complex and is supportive of its continued ownership of this property and its efforts to upgrade the building.
  4. The Collateral Assignment that is being requested of the City does not inhibit the City in any material respect. The Ground Lease and Development Agreement would remain in effect.
- 

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

Approval of this project would conform with Goal #5's stated purpose of applying sound, sustainable practices to promote a high quality community through historic preservation, community revitalization and new development.

---

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

- **Reduce dependence upon fossil fuels** 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** This assignment would help meet the needs of Beloit Mature Adult Housing, LLC, while at the same time would have no negative impact on the City of Beloit.

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

---

### Action required/Recommendation:

Recommendation to Council to approve resolution authorizing collateral assignment of Ground Lease and Development Agreement.

---

### Fiscal Note/Budget Impact:

There is no fiscal impact to the City of Beloit. There is a minimum guaranteed payment and \$1 lease payment which will continue even if the collateral assignment is approved.

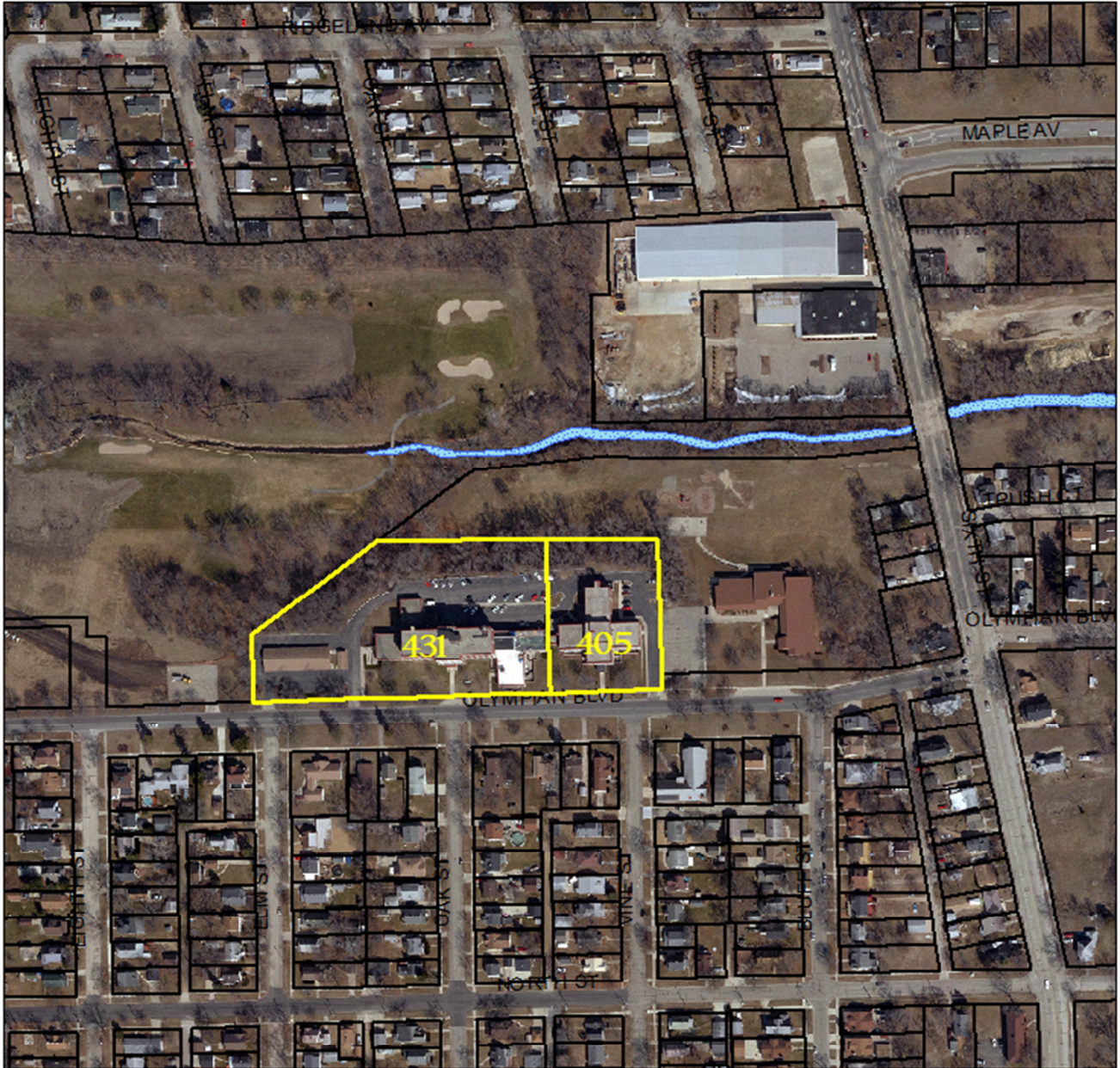
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### Attachments:

Location Map; Collateral Assignment of Ground Lease and Development Agreement

# Location Map

405 and 431 Olympian Boulevard



**Legend**

 COB Parcels

Map prepared by: Julie Christensen  
Date: June 2015  
For: Community Development Dept.  
Date of Aerial Photography: March 2011

**COMMUNITY DEVELOPMENT DEPARTMENT**



Document Number

COLLATERAL  
ASSIGNMENT OF  
GROUND LEASE AND  
DEVELOPMENT AGREEMENT

Name and Return Address:

Legal Division  
Wisconsin Housing and Economic  
Development Authority  
Post Office Box 1728  
Madison, Wisconsin 53701-1728

See Exhibit A attached

Parcel Identification Number

Drafted by:  
Wisconsin Housing and Economic Development Authority  
201 West Washington Avenue, Suite 700  
P.O. Box 1728  
Madison, Wisconsin 53701-1728

## COLLATERAL ASSIGNMENT OF GROUND LEASE AND DEVELOPMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT OF GROUND LEASE AND DEVELOPMENT AGREEMENT (the "**Assignment**") is made effective as of \_\_\_\_\_, 2015, by and between **BELOIT MATURE ADULT HOUSING, L.L.C.**, a Wisconsin limited liability company, whose principal office is located at 20 Eclipse Center, Beloit, Wisconsin 53511 ("**Borrower**"), **WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY**, a Wisconsin public body corporate and politic, whose principal office is located at 201 West Washington Avenue, Suite 700, Madison, Wisconsin 53703 ("**Lender**"), and the **CITY OF BELOIT**, a municipal corporation of the State of Wisconsin, whose principal address is 100 State Street, Beloit, Rock County, Wisconsin 53511 (the "**City**") (collectively referred to as "**Parties**") (individually as "**Party**").

### RECITALS

**WHEREAS**, the City is the owner of certain land located in the City of Beloit, Rock County, Wisconsin, as more particularly described on Exhibit A attached to this Assignment (the "**Land**");

**WHEREAS**, the City and Borrower have entered into a Ground Lease, dated December 12, 1997, and recorded in the office of the Register of Deeds for Rock County, Wisconsin (the "**Registrar**"), on December 17, 1997, as Document No. 1353090, pursuant to which Borrower leases the Land from the City (the "**Lease**");

**WHEREAS**, the City and Borrower have entered into a C.C. Amended Development Agreement, dated August 4, 1997, by and between Borrower and the City for development of the Land, and recorded with the Registrar on December 17, 1997, as Document No. 1353089 (the "**Development Agreement**").

**WHEREAS**, Borrower is the owner of a leasehold interest in in the Land created by the Lease, and the improvements on the Land that make up the 47-unit elderly rental housing development known as Olympian Hills Apartments (the leasehold interest and the improvements collectively, the "**Development**");

**WHEREAS**, Lender is making a mortgage loan to Borrower in the original aggregate principal amount of \$865,800.00 (the "**Loan**"), which Loan will be used to re-finance and provide additional funding for rehabilitation of the Development, which is secured by, among other things, a Multifamily Mortgage, Assignment of Rents and Security Agreement, of even date herewith (the "**Mortgage**"); and

**WHEREAS**, in order to make such Loan, Lender is requiring that Borrower enters into this Assignment, and that the City consents to this Assignment as a condition of obtaining the Loan.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

### AGREEMENT

1. **Recitals.** The foregoing recitals are adopted by the Parties, incorporated herein by reference and made a part of this Assignment.

2. **Assignment.** As a condition of obtaining the Loan, Borrower hereby assigns, grants, and conveys to Lender all of its rights, title, and interest under the Lease and Development Agreement for collateral purposes. The Parties agree that such assignment is being done solely for the purpose of securing all payments and obligations of Borrower in relation to all loans from Lender to Borrower for rehabilitation or other purposes in relation to the Development, and all associated loan obligations of Borrower. Lender will not exercise its rights under this Assignment unless Borrower is in default under the terms and conditions of any note, line of credit, loan document, this Assignment, or any other obligation secured by this Assignment.

3. **Payment and Performance.** Borrower agrees to pay to Lender all amounts owed to Lender that are secured by this Assignment in a timely manner, and Borrower agrees to strictly perform: (1) all of Borrower's obligations under this Assignment; (2) all of Borrower's obligations under the Lease; (3) all of Borrower's obligations under any associated or related loan documents as issued by Lender in relation to the Development (the "**Loan Documents**"); and (4) all obligations of Borrower under the Development Agreement. The Lease, the Loan Documents and the Development Agreement are collectively referred to herein as the "**Agreements**". So long as Borrower is not in default under the terms of this Assignment and not in default under the terms of the Agreements, Borrower shall remain in sole possession and control of the Mortgaged Property (as such term is defined in the Mortgage) and be considered to be the lessee under the Lease.

4. **Notice and Cure Rights.** The City shall deliver to Lender a true and correct copy of each notice, demand, complaint or request sent by the City to Borrower under or with respect to the Lease and/or the Development Agreement. The City shall provide such copies to Lender at the same time the City provides the originals to Borrower. In the event Borrower is in default under any of the terms of the Lease or the Development Agreement, or in the event any such default is about to take place, Borrower and the City shall immediately notify Lender in writing of such default or imminent default. Lender may (but shall not be obligated to do so) make any payment, perform any obligation and take any other action that Borrower would have the right to pay, perform or take under the Lease or Development Agreement which Lender deems necessary or desirable to cure such default, and Lender and its authorized agents shall have the right at any time or from time to time to enter the Mortgaged Property, or any part thereof, to such extent and as often as Lender, in its discretion, deems necessary or desirable or to cure such default, subject to the rights of the tenants and occupants of the Mortgaged Property. The City shall accept or reject any such cure made by Lender on the same basis as if such cure were made by Borrower. Lender may exercise its rights to cure such default immediately after receipt of notice of a default by Borrower and without regard to any grace period provided to Borrower in the Lease or Development Agreement to cure the default. Notwithstanding anything to the contrary in the Lease or the Development Agreement, the City shall provide Lender with the greater of (i) any cure period provided under the Lease or Development Agreement, as applicable, or (ii) 120 days, to cure any default of Borrower under the Lease or the Development Agreement; provided, however, that if the default is of a nature that it cannot be cured within any such cure period, then Lender shall have such additional time as is reasonably necessary to cure the default provided Lender commences to cure the default within such initial cure period and is reasonably and diligently prosecuting such cure to completion.

5. **Warranties and Representations by Borrower.** Borrower hereby represents and warrants that as of the date of signing this Assignment, the following:

- a. **Ownership.** Borrower is entitled to all rights and title under the Lease and has not entered into any other loan obligation in relation to the Mortgaged Property.
- b. **Right to Assign.** Borrower has full right and approval from the City to assign the Lease for collateral purposes.
- c. **No Prior Assignment.** Borrower has not conveyed or previously assigned any right under the Lease prior to entering into this Assignment.
- d. **No Further Transfer.** Borrower will not sell, assign, encumber, or otherwise dispose of any of Borrower's rights in the Lease other than those issued in this Assignment.

6. **Warranties and Representations By Borrower and City.** Borrower and the City individually hereby represent and warrant that as of the date of signing this Assignment (a) the Lease and Development Agreement are in full force and effect in accordance with their terms and (b) there is no existing default by Borrower or the City under the Lease or Development Agreement and no event has

occurred which, with the passage of time or giving of notice, or both, would constitute a default by Borrower or the City under the Lease or Development Agreement. Borrower and the City individually further represent that attached hereto as Exhibit B and Exhibit C, respectively, are true, correct and complete copies of the Lease and the Development Agreement and any and all amendments thereto.

7. **Lender's Right to Step Into the Lease.** Lender shall have the right, but not the obligation, at any time upon a default by Borrower under this Assignment or any of the Agreements to exercise its rights under this Assignment to become the lessee under the Lease and to enter upon and take possession of the Mortgaged Property and perform all of Borrower's duties under the Lease and/or Development Agreement with the City with respect to the Mortgaged Property. In the event Lender exercises its right to become the lessee under the Lease, Lender shall have the right to cure any default by Borrower in accordance with the terms of paragraph 4 above. To the extent that Lender steps into the Lease in place of Borrower, Lender specifically assumes all obligations and liabilities of Borrower pursuant to the Lease and the Development Agreement with respect to the Mortgaged Property.

Prior to stepping into the Lease, Lender shall notify the City in writing of its intent to take such action. Lender's notification to the City shall identify the specific default(s) of Borrower. Borrower agrees that the City shall be able to reasonably rely upon the information in Lender's notice and to take all reasonable actions in reliance upon such notice. Borrower releases, and specifically waives, all claims for damages under any theory against the City based upon the City's reasonable reliance upon Lender's notice.

8. **Modification of Lease and Development Agreement.** The City and Borrower agree that they shall not modify, amend, or terminate the Lease or the Development Agreement without the prior written consent of Lender.

9. **Lender's Right to Confirm with the City.** Lender shall have the right at any time, even though no default may have occurred under this Assignment or any of the Agreements, to confirm with the City that no default has occurred in relation to Borrower's performance under the Lease or the Development Agreement.

10. **Consent by City.** The City hereby consents to this Assignment so long as Lender does not exercise its rights to assume the obligations of Borrower under the Lease or the Development Agreement until such time as there is an actual default by Borrower under this Assignment or the Agreements.

11. **Legal Expenses.** If any legal action or other proceeding between Lender and Borrower is brought for the enforcement of this Assignment, or because of an alleged or actual dispute, breach, default or misrepresentation between Lender and Borrower in connection with any provision of this Assignment, and Lender shall be successful in the enforcement of this Assignment, Lender shall be entitled to recover from Borrower reasonable attorneys' fees and other costs incurred in such action or proceeding in addition to any other relief to which it may be entitled.

12. **No Waiver.** The failure of Lender to insist upon any one or more instances of strict performance of any of the terms of this Assignment or to institute any action, including the rights and privileges granted to it shall not be construed as a waiver of such terms.

13. **Binding Effect.** This Assignment binds and inures to the benefit of the Parties and their respective successors and permitted assigns, as the case may be. The City and Borrower acknowledge that Lender may assign all of its right, title and interest in and to this Assignment to a third party including, without limitation, any third party that desires to acquire Borrower's interest in the Mortgaged Property at a foreclosure sale, and that such third party shall have all of the rights of Lender hereunder including, without limitation, the right to become the lessee under the Lease.

14. **Termination.** This Assignment shall terminate upon Borrower's repayment in full of all amounts due and owing to Lender under the Loan Documents.

15. **Governing Law, Consent to Jurisdiction and Venue.**

- (a) This Assignment shall be governed by the laws of the State of Wisconsin, ("**Wisconsin**"), without giving effect to conflicts of laws principles.
- (b) Borrower agrees that any controversy arising under or in relation to this Assignment shall be litigated exclusively in Wisconsin. The state and federal courts and authorities with jurisdiction in Wisconsin shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Assignment. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

16. **Waiver.** THE PARTIES EACH (A) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS ASSIGNMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL (OR THE OPPURTUNITY TO CONSULT LEGAL COUNSEL, WHICH SUCH PARTY HAS WAIVED).

17. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

***[SIGNATURE PAGES FOLLOW.]***

**IN WITNESS HEREOF**, the parties have hereunto set their hands the day and year first above written.

BORROWER:

Beloit Mature Adult Housing, L.L.C.,  
a Wisconsin limited liability company

By: Community Action, Inc. of Rock and Walworth Counties,  
a Minnesota non-stock corporation  
Manager

By: \_\_\_\_\_  
Cecilia Dever  
Executive Director

LENDER:

Wisconsin Housing and Economic  
Development Authority

By: \_\_\_\_\_  
Mickey N. Conrad  
General Counsel

CITY:

City of Beloit,  
a municipal corporation of the State of Wisconsin

By: \_\_\_\_\_  
Lori S. Curtis Luther  
City Manager

Attest: \_\_\_\_\_  
Lorena Rae Stottler  
City Clerk

***[ACKNOWLEDGEMENT PAGES FOLLOW.]***

STATE OF WISCONSIN        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by Cecilia Dever, Executive Director of Community Action, Inc. of Rock and Walworth Counties, Manager of Beloit Mature Adult Housing, L.L.C.

\_\_\_\_\_  
\*  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_.  
*\*print name*

STATE OF WISCONSIN        )  
  ) SS  
COUNTY OF DANE            )

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by Mickey N. Conrad, General Counsel of the Wisconsin Housing and Economic Development Authority.

\_\_\_\_\_  
Kathleen A. Kober  
Notary Public, State of Wisconsin  
My Commission expires: May 8, 2016

STATE OF WISCONSIN        )  
  ) SS  
COUNTY OF ROCK            )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2015, the above-named Lori S. Curtis Luther, City Manager and Lorena Rae Stottler, City Clerk, to me known to be such City Manager and Clerk of the City of Beloit, and to me known to be the persons who executed the foregoing agreement as such officers of said entity, by its authority.

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

## EXHIBIT A

### **Legal Description**

Lot 1 Certified Survey Map dated November 6, 1997 and recorded November 20, 1997 in Volume 20, Pages 384 and 385 of Certified Survey Maps for Rock County, Wisconsin, as Document #1350022, being part of Lot 2 of Certified Survey Map #1180347 as recorded in Volume 16, Pages 119, 120 and 121, of Certified Survey Maps, being part of the NE 1/4 of the SW 1/4 of Section 26, T.1N., R.12E. of the 4th P.M., City of Beloit, Rock County, Wisconsin. ALSO, the North 28 feet of Olympian Boulevard right of way, now vacated, and being adjacent thereto. Together with a 30 foot easement for ingress and egress over Lot 2, of said Certified Survey Map recorded November 20, 1997, in Volume 20, Pages 384 and 385, as Document #1350022.

Tax Parcel Number: 12660650



**EXHIBIT B**

**Lease**

Ground Lease

1353090

RECORDED

15

\*97 DEC 17 PM 12 55

K. RANDAL LEYES  
REGISTER OF DEEDS  
ROCK CO WI 53545

Name and Return Address

Beloit Mature Adult Housing LLC  
c/o Community Action  
2300 Kellogg Ave 102  
Janesville, WI 53546

38.00

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96



8. **Title and Surrender.** Lessor shall, at all times, be the sole and exclusive owner of the Leased Premises. Lessee shall, at all times, be the sole and exclusive owner of the Buildings, other personal property, fixtures and other improvements on the Leased Premises. At the expiration of the Lease Term, Lessee shall peaceably and quietly yield possession of the Leased Premises to Lessor, together with all Buildings thereon in good condition, ordinary wear and tear excepted. At the expiration of the Lease Term, Lessee and Lessor shall execute any and all documents necessary to effectuate such reconveyance. Any such reconveyance documents shall be subject to leases affecting the Leased Premises.

9. **Option to Purchase.** Notwithstanding the foregoing, Lessor grants to Lessee during the Lease Term the option to purchase the Leased Premises. The exercise price of this option shall be One Dollar (\$1.00), payable in cash at closing. Lessee may exercise this option at any time during the Lease Term by delivering written notice to the Lessor, and receipt of such notice shall create a binding contract between the parties for the purchase and sale of the Leased Premises upon the terms set forth herein. Any such sale of the Leased Premises shall be closed within thirty (30) days of the giving of the notice, and shall be conveyed by Warranty Deed, free and clear of all liens and encumbrances, excepting municipal and zoning ordinances, recorded easements for public utilities serving the Leased Premises, recorded building and use restrictions and covenants, general taxes levied in the year of closing, or any other liens or encumbrances caused by Lessee.

10. **Taxes, Assessments and Charges.** Subject to the terms and conditions set forth in the Agreement, including but not limited to §6.02(b), Lessee shall pay all taxes, special assessments, other assessments, water and sewer charges and all other charges and costs levied or assessed on the Leased Premises. Real estate taxes shall be calculated as set forth in §6.02(b) of the Agreement. All of the foregoing shall be paid by Lessee as and when due during the Lease Term; provided, however, that if the same may be paid in installments, Lessee may elect to pay the same in installments. Lessee shall also have the right to contest in good faith the amount or validity of any of the above (with the exception of the Minimum Guaranteed Payment, set forth in §6.02(b) of the Agreement) by appropriate proceedings.

11. **Subordination.** As set forth in §§5.02 and 6.03 of the Agreement, Lessor must approve any subordination of its interest under the Lease to any of Lessee's creditors' interests, which approval shall not be unreasonably withheld. Lessee is not prohibited from assigning its interest in the Leased Premises as collateral for a loan to Lessee.

12. **Indemnifications of Lessor and Lessee.** Lessee shall indemnify and hold harmless Lessor from and against (i) all claims arising from Lessee's use of the Leased Premises and the Buildings during the Lease Term, (ii) any activity, work or things done, permitted or suffered by Lessee in or about the Leased Premises and

the Buildings during the Lease Term, or (iv) any intentional tort or negligence of the Lessee, or Lessee's agents, contractors, or employees during the Lease Term, including all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action brought thereon. In case any action be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel satisfactory to Lessor.

Lessor shall indemnify and hold harmless Lessee from and against (i) all claims arising from Lessor's use, if any, of the Leased Premises and the Buildings prior to or during the Lease Term, (ii) any activity, work or things done, permitted or suffered in or about the Leased Premises or the Buildings prior to the Lease Term, or (iii) any intentional tort or negligence of the Lessor, or Lessor's agents, contractors, or employees during the Lease Term, including all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action brought thereon. In case any action be brought against Lessee by reason of any such claim, Lessor upon notice from Lessee shall defend the same at Lessor's expense by counsel satisfactory to Lessee.

The indemnification provisions set forth in the RVCP Agreement and in the Agreement are incorporated herein in their entirety as if fully set forth.

**13. Liability Insurance.** At all times during the Lease Term, Lessee shall procure and maintain, at Lessee's cost and expense, comprehensive general public liability insurance insuring the Leased Premises and the Buildings in respect to bodily injury, death and property damage with aggregate limits of at least \$1,000,000. Said coverage shall cover any claims, demands or causes of action of any person arising out of accidents occurring on or about the Leased Premises and the Buildings during the Lease Term or arising out of Lessee's use thereof. Lessor shall be an additional insured under such policy, with a loss payable clause in favor of Lessee.

Lessee shall keep and maintain, or cause its agents, contractors and subcontractors to keep and maintain, statutory worker's compensation insurance and other forms of insurance as may from time to time be required by law or may be otherwise necessary to protect the Leased Premises and the Buildings from claims of any person who may at any time work thereon, whether as an agent or employee of Lessee or otherwise.

**14. Fire and Other Insurance.** Lessee agrees to maintain in force, at Lessee's sole cost and expense, insurance on the Buildings and personal property on the Leased Premises against fire and other hazards with aggregate limits of at least \$1,000,000, as well as builders risk coverage appropriate to the Buildings and contents during construction. Said insurance coverage shall contain an extended coverage endorsement and shall cover the interests of Lessor, Lessee and any mortgagees as their respective interests may appear. Said coverage shall be maintained with

responsible insurance companies authorized to do business in the State of Wisconsin.

Lessor and Lessee waive any right of subrogation that their insurers might otherwise have as against them or either of them arising out of transactions or occurrences which are the subject of payment of insurance proceeds by said insurers as a result of casualties or losses insured pursuant to this Lease to the extent that such subrogation rights are permitted to be waived by said policies and, to the extent permitted, said policies shall recognize this waiver of subrogation.

Lessee shall provide Lessor with certificates of insurance demonstrating the coverage required under Paragraphs 13 and 14 herein.

15. **Destruction of Premises.** If any Buildings on the Leased Premises are either partially or wholly destroyed by fire or other casualty during the Lease Term, Lessee may, in Lessee's discretion, repair, rebuild or restore the same in such manner and to such extent as Lessee may deem necessary or appropriate for Lessee's use of the Leased Premises. In the event Lessee elects not to repair, rebuild or restore any Buildings damaged by fire or other casualty or cause, Lessee agrees to clear the Leased Premises of any debris, including the damaged or destroyed buildings.

Lessee covenants and agrees that no loss or damage by fire or other cause to any Buildings on the Leased Premises shall operate to terminate this Lease or to relieve or discharge Lessee from any obligation or covenant of Lessee under this Lease.

16. **Repairs and Maintenance.** At all times during the Lease Term Lessee agrees, at Lessee's expense, to keep the Leased Premises in a safe, neat, clean and sanitary condition, and to keep the Buildings on the Leased Premises in good and tenantable repair and condition. It is agreed that Lessee, at Lessee's expense, shall bear the cost of all repairs and maintenance attributable to the Leased Premises during the Lease Term. Lessee further agrees that Lessee will not suffer any waste to be committed on the Leased Premises, ordinary wear and tear excepted.

17. **Quiet Enjoyment and Warranty.** Lessor covenants and agrees with Lessee that, so long as Lessee is in compliance with the terms of this Lease, Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises. Lessor also covenants and warrants that Lessor is the owner in fee simple of the Leased Premises, that the Leased Premises are owned free and clear of all liens and encumbrances and that Lessor has good right to lease the Leased Premises to Lessee as provided herein.

18. **Condemnation.** If all or a portion of the Leased Premises shall be condemned or taken by eminent domain by any authority during the Lease Term, the Lease shall remain in full force and effect as to any portion of the Leased Premises not so taken. In

the event of a taking, condemnation awards and other payments shall be divided equally between Lessor and Lessee.

19. **Default By Lessee.** In the event Lessee materially fails to perform any provision under this Lease, such occurrence shall constitute a default by Lessee. In the event of a default by Lessee, Lessor must give written notice of default to Lessee and any mortgagee of the Leased Premises, and Lessee shall have sixty (60) days from the date of Lessee's receipt of said notice to cure any default. If Lessee has proceeded with due diligence to cure any default, said sixty (60)-day period shall be extended as long as Lessee continues to proceed with due diligence to cure said default and so long as same does not unreasonably interfere with Lessor's right, title and interest in the Leased Premises. If Lessee fails to cure a default as provided herein, Lessor may terminate this Lease.

20. **Mortgagee's Right to Perform.** Lessor agrees that the holder of any mortgage shall have the right to cure defaults or perform on behalf of Lessee in the same manner as Lessee would have as provided herein. Lessor agrees not to exercise its right to terminate this Lease if the mortgagee proceeds promptly to cure said defaults and, thereafter, if said mortgagee makes a written commitment to abide by the covenants of Lessee. In the event said mortgagee becomes the owner of Lessee's leasehold estate by foreclosure, assignment in lieu of foreclosure or other transfer or conveyance, said mortgagee may assign this Lease and the rights of Lessee hereunder to a duly qualified tenant.

21. **Assignment.**

(a) **Assignment.** Subject to §6.03 of the Agreement, Lessee may assign this Lease and sublet the Leased Premises. Notwithstanding any term or condition contained herein or in the Agreement, including but not limited to §§1.01 and 6.03 of the Agreement, in the event Lessee does not demolish the Building located on Lot 2 of the Certified Survey Map shown at Exhibit A, Lessee may freely assign this Lease and sublet the Leased Premises as to such Building or as to any other structures on the Leased Premises.

(b) **Estoppel Certificates.** Both the Lessor and Lessee shall give a written statement indicating that the Lease is in good standing and, if it is not, the particulars thereof. Failure within a twenty-day period after request to give a written reply shall constitute a representation which any person may rely upon as being true and correct that the Lease is in good standing.

22. **Lessor's Access.** Lessor and Lessor's agents shall have the right to enter the Leased Premises, at reasonable times and upon reasonable notice, to inspect same or for the purpose of performing Lessee's covenants as provided herein.

23. **Costs, Fees and Expenses.** The non-prevailing party agrees to pay and discharge all reasonable costs, attorney's fees

and expenses that shall be incurred or paid by the prevailing party to enforce the covenants and agreements of this Lease.

24. **Entire Agreement.** Subject to agreements referenced herein, this Lease sets forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the lease of the Leased Premises during the Lease Term. No subsequent amendment to or of this Lease shall be binding upon Lessor or Lessee unless the same is in writing and signed by both parties.

25. **Partial Invalidity.** The terms and provisions of this Lease shall be deemed separable, and if any term or provision or the application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Lease shall not be affected and each remaining term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

26. **Recording.** Neither Lessor nor Lessee shall record this Lease without the written consent of the other party. However, upon request by either party, the parties shall join in the execution of a Memorandum of Lease for recording purposes.

27. **Arbitration.** In case of any dispute under this Lease, the same shall be submitted to arbitration by written notice from either party to the other and shall be determined by the arbitrators selected by and under the then prevailing rules and regulations of the American Arbitration Association (or its successor). In the event the parties select arbitrators pursuant to this provision, each party shall designate an arbitrator, and the two arbitrators so selected shall select a third arbitrator. A majority decision of the three arbitrators so selected shall be conclusive and binding upon the parties. The manner and method of arbitration and selection of arbitrators shall be decided upon within ten (10) days of any such dispute, and the decision of the arbitrators shall be made as soon as possible, but no later than sixty (60) days from the date on which the arbitrators are selected.

28. **Notices.** All notices or other communications under this Lease shall be deemed given when delivered as indicated in the Agreement. Any party may, by written notice to the other party, designate a change of address for the purposes aforesaid.

29. **Remedies Cumulative.** Except as expressly provided otherwise in this Lease, the rights and remedies granted hereunder are cumulative and are in addition to any such rights and remedies given by statute, rule of law, equity or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use of another.

30. **Benefit.** This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns.



31. **Terms, Conditions, Representations and Warranties.** All terms, conditions, representations and warranties made by the parties in this Lease, and in the Agreement and the RVCP Agreement shall survive the execution of this Lease, and shall survive closing on the Buildings.

**IN WITNESS WHEREOF**, the parties have executed this Lease to become effective as of the day and year first written above.

**LESSOR:**

**CITY OF БЕЛОIT:**

BY: Jane Wood

NAME: Jane Wood

TITLE: City Manager

DATE: December 11, 1997

Attest:

By: Carol S. Alexander  
Carol S. Alexander, City Clerk

Approved as to Form:

By: Richard V. Holm  
Richard V. Holm, City Attorney

**LESSEE:**

**BELOIT MATURE ADULT HOUSING, L.L.C.**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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31. **Terms, Conditions, Representations and Warranties.** All terms, conditions, representations and warranties made by the parties in this Lease, and in the Agreement and the RVCP Agreement shall survive the execution of this Lease, and shall survive closing on the Buildings.

**IN WITNESS WHEREOF**, the parties have executed this Lease to become effective as of the day and year first written above.

**LESSOR:**

**CITY OF БЕЛОIT:**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**LESSEE:**

**BELOIT MATURE ADULT HOUSING, L.L.C.**

BY: Arnell Jorgensen

NAME: Arnell Jorgensen

TITLE: Executive Director

DATE: 12-11-97

r:\wp\jwg\04835d45.141

Sarah E. Gaul

Sarah E. Gaul

Chairperson, Board of Directors

12-11-97

**EXHIBIT A**

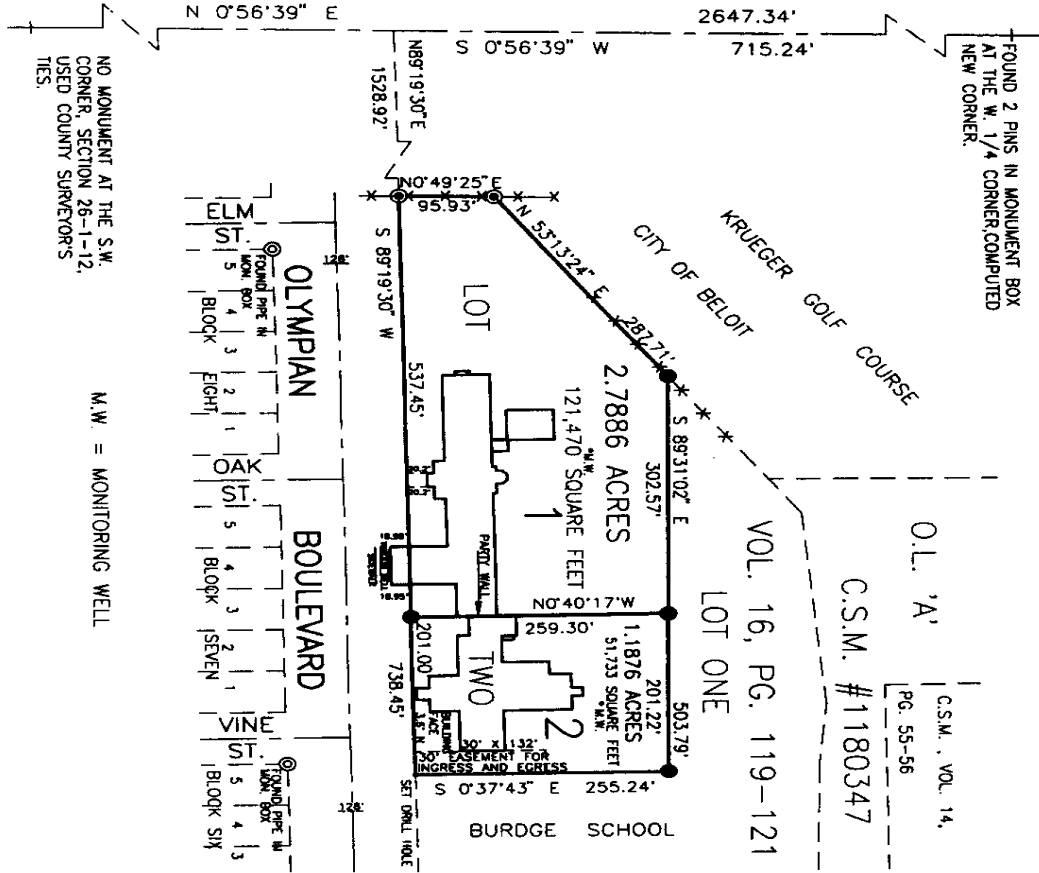
Legal Description of Leased Premises

Lots 1 and 2 of Certified Survey Map dated November 6, 1997 and recorded November 20, 1997 in Volume 20, Pages 384 and 385 of Certified Survey Maps for Rock County, Wisconsin, as Document #1350022, being part of Lot 2 of Certified Survey Map No. 1180347, as recorded in Volume 16, Pages 119 through 121 of Certified Survey Maps, being part of the NE 1/4 of the SW 1/4 of Section 26, T1N, R12E of the 4th PM, City of Beloit, Rock County, Wisconsin.

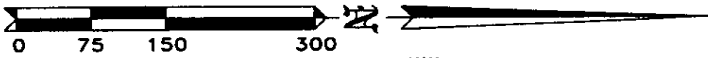
(COPY ATTACHED)

# CERTIFIED SURVEY MAP OF

LOT 2 OF CERTIFIED SURVEY MAP NO. 1180347 AS RECORDED IN VOLUME 16, PAGES 119, 120 AND 121 OF CERTIFIED SURVEY MAPS, BEING PART OF THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 26, T. 1 N., R. 12 E. OF THE 4TH P.M., CITY OF БЕЛОИТ, ROCK COUNTY, WISCONSIN



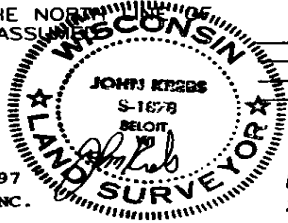
SCALE: 1" = 150'



BEARINGS BASED ON THE NORTH LINE OF OLYMPIAN BOULEVARD, ASSUMING S 89°19'30" W.

BOOK 390 PAGE 46

ORDER NO. 24489  
 DATE: NOVEMBER 6, 1997  
 FOR: NEW MARKETS, INC.  
 SHEET 1 OF 2

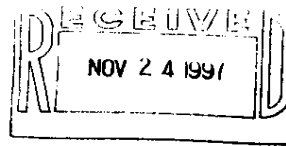


### MONUMENT KEY

- Iron Pins Set 3/4" x 24" (1.5 Lbs./Ft.)
- Iron Pipes Found -X-X- Fences
- Iron Pipes Set
- Reference Points or P.K. Nails
- Conc. Mon. Found
- C. I. Mon. Found
- Iron Pins Found

**R.H. BATTERMAN & CO. INC.**  
 LAND SURVEYORS - ENGINEERS - PLANNERS  
 2857 BARTELLS DR, БЕЛОИТ, WISCONSIN 53511  
 (608) 365-4464 FAX (608) 365-1850

384



# CERTIFIED SURVEY MAP OF

LOT 2 OF CERTIFIED SURVEY MAP NO. 1180347 AS RECORDED IN VOLUME 16, PAGES 119, 120 AND 121 OF CERTIFIED SURVEY MAPS, BEING PART OF THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 26, T. 1 N., R. 12 E. OF THE 4TH P.M., CITY OF BELOIT, ROCK COUNTY, WISCONSIN

### SURVEYOR'S CERTIFICATE OF COMPLIANCE WITH STATUTE

State of Wisconsin ) I, John Krebs, a Registered Land Surveyor, do hereby  
County of Rock ) certify that I have surveyed and mapped Lot 2 of  
Certified Survey Map No. 1180347 as Recorded in  
Volume 16, Pages 119, 120 and 121 of Certified Survey Maps, Being Part of the  
N.E. 1/4 of the S.W. 1/4 of Section 26, T. 1 N., R. 12 E. of the 4th P.M., City  
of Beloit, Rock County, Wisconsin.

DESCRIBED AS FOLLOWS: Commencing at the West 1/4 corner of Section 26, aforesaid; thence South 0°56'39" West along the West line of the S.W. 1/4 a distance of 715.24 feet; thence North 89°19'30" East 1528.92 feet to the place of beginning of the lands herein described; thence North 0°49'25" East 95.93 feet; thence North 53°13'24" East 287.71 feet; thence South 89°31'02" East 503.79 feet; thence South 0°37'43" East 255.24 feet to the North line of Olympian Boulevard; thence South 89°19'30" West along said North line 738.45 feet to the place of beginning. Containing 3.9762 acres.

That I have made such survey and map by the direction of the Owner of said land, and that I have complied fully with the provisions of Section 236.34 of the Wisconsin Statutes in surveying and mapping the same.

Given under my hand and seal, this 6th day of November, 1997 at Beloit, Wisconsin.

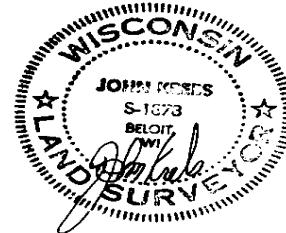
Approved by the City Council of the City of Beloit, this 20th day of October, 1997.

By: Carol S. Alexander  
Carol S. Alexander, Clerk

Approved by the Planning Commission of the City of Beloit, this 3rd day of OCTOBER, 1997.

By: Joseph Heck  
Joseph Heck, Director

THERE ARE NO OBJECTIONS TO THIS PLAT WITH RESPECT TO SECTION 236.12(2) (B) OF THE WISCONSIN STATUTES.  
CERTIFIED THIS 20<sup>th</sup> DAY OF NOV 1997  
Steve DeTran SECRETARY  
ROC. CO. NTY PLANNING & DEVELOPMENT COMMITTEE



DOCUMENT NO. 1350022 RECEIVED FOR RECORD THIS 20TH DAY OF NOVEMBER A.D. 1997 AT 9:23 O'CLOCK A.M. AND RECORDED IN VOLUME 20, PAGES 384 AND 385 OF CERTIFIED SURVEY MAPS OF ROCK COUNTY, WISCONSIN.

/s/ K. RANDAL LEYES REGISTER OF DEEDS

ORDER NO. 24489  
DATE: NOVEMBER 6, 1997  
FOR: NEW MARKETS, INC.  
SHEET 2 OF 2

**R. H. BATTERMAN & CO., INC.**  
Land Surveyors · Engineers · Planners  
2857 Bartells Drive  
Beloit, Wisconsin 53511

385

**EXHIBIT B**

Warranty Deed

STATE BAR OF WISCONSIN FORM 2 - 1982  
WARRANTY DEED

DOCUMENT NO.

The City of Beloit, a Wisconsin municipal corporation.  
Grantor.

conveys and warrants to Beloit Mature Adult Housing, L.L.C.,  
a Wisconsin limited liability company.  
Grantee.

for One Dollar (\$1.00) and other valuable consideration,  
the buildings and other structures now located on

the following described real estate in Rock County,  
State of Wisconsin:

See Exhibit A attached hereto for legal description.

THIS SPACE RESERVED FOR RECORDING DATA  
NAME AND RETURN ADDRESS  
Beloit Mature Adult Housing, LLC  
c/o Community Action of Rock and  
Walworth Counties  
2300 Kellogg Avenue  
Janesville, WI 53546

1266-0650 and 1255-0651  
PARCEL IDENTIFICATION NUMBER

This deed is being conveyed pursuant to and in accordance with the terms and conditions of an "Amended Development Agreement" between the parties dated August 4, 1997. Grantee takes title to the buildings and structures subject to the rights of Rock Valley Correctional Programs, Inc. (RVCP), tenant, under a "Leasehold Continuation and Indemnity Agreement" dated October 1, 1997 and executed by grantor, grantee and RVCP. Grantee, by acceptance of this deed, agrees that during the 30-year period immediately following the execution of this deed, Grantee will use the building or buildings solely for the purpose of housing persons 55 years of age or older or for such other uses permitted by section 1.01 of the "Amended Development Agreement."

This is not homestead property.  
(is) (is not)

Exception to warranties: Municipal and zoning ordinances, recorded easements for public utilities serving the property, recorded building and use restrictions and covenants.

Dated this 20th day of November, A.D. 1997.

City of Beloit:  
By: Jane Wood (SEAL)  
Jane Wood, City Manager  
Attest: Carol S. Alexander (SEAL)  
Carol S. Alexander, City Clerk

AUTHENTICATION

Signature(s) \_\_\_\_\_  
authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY  
Richard V. Holm, City Attorney  
Beloit, Wisconsin  
(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

State of Wisconsin, } ss.  
Rock County,  
Personally came before me this 20th day of  
November, 1997, the above named  
Jane Wood and Carol S. Alexander

to me known to be the person s who executed the foregoing instrument and acknowledge the same.  
Richard V. Holm  
Notary Public, Rock County, Wis.  
My commission is permanent. ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~  
XXX XXX

## **EXHIBIT A**

**Grantor:** City of Beloit, a Wisconsin municipal corporation

**Grantee:** Beloit Mature Adult Housing, L.L.C.,  
a Wisconsin limited liability company

**Parcel Numbers:** 1266-0650 and 1255-0651

**Property Address:** 431 Olympian Boulevard  
Beloit, Wisconsin

**Legal Description:** Lots 1 and 2 Certified Survey Map dated November 6, 1997 and recorded November 20, 1997 in Volume 20, Pages 384 and 385 of Certified Survey Maps for Rock County, Wisconsin, as Document #1350022, being part of Lot 2 of Certified Survey Map #1180347 as recorded in Volume 16, Pages 119, 120 and 121 of Certified Survey Maps, being part of the NE1/4 of the SW1/4 of Section 26, T.1N., R.12E. of the 4th P.M., City of Beloit, Rock County, Wisconsin.



**Exhibit C**

**Development Agreement**

C.C. Amended Development Agreement

1353089

Document Number

Document Title

RECORDED

nc  
280  
31

'97 DEC 17 PM 12 55

K. RANDAL LEYES  
REGISTER OF DEEDS  
ROCK CO WI 53545

Recording Area

Name and Return Address


Richard Holm  
City of Beloit  
100 State St.  
Beloit, WI 53511 70.00

101

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

I, Carol S. Alexander, City Clerk of the City of Beloit, Rock County, Wisconsin, do hereby certify that the attached is a true copy of a Resolution adopted by the City Council of the City of Beloit, Wisconsin at the regular meeting of August 4, 1997.

  
Carol S. Alexander  
Carol S. Alexander  
City Clerk

Dated at Beloit, Wisconsin  
this 29th day of September, 1997

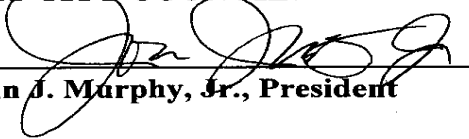
FILE #	5460
AUG 21 1997	
8-4-97	
CITY OF БЕЛОIT CLERK	

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF БЕЛОIT, WISCONSIN AND БЕЛОIT ADULT HOUSING, L.L.C.**

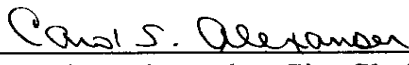
IT IS HEREBY RESOLVED, that the City Manager of the City of Beloit be, and he is hereby, authorized to enter into the Amended Development Agreement attached hereto and incorporated herein by reference.

Adopted at Beloit, Wisconsin, this 4th day of August, 1997.

**BELOIT CITY COUNCIL:**

By:   
**John J. Murphy, Jr., President**

ATTEST:

  
Carol S. Alexander, City Clerk

**AMENDED DEVELOPMENT AGREEMENT**

This Agreement is entered into by and between the City of Beloit, a Wisconsin municipal corporation ("City") and Beloit Mature Adult Housing, L.L.C., a Wisconsin limited liability company ("**Developer**").

**ARTICLE I**  
**INTRODUCTION**

**Section 1.01 Purpose of Agreement.** The parties have agreed to develop a plan whereby **Developer** will renovate some of the buildings in the Development Area (defined below) to provide at least forty (40) dwelling units (at least 36 of which shall be for older persons of moderate income pursuant to § 42 of the Internal Revenue Code), and, possibly, to renovate the remaining buildings in the Development Area for the following uses: housing for the elderly, services for the elderly (including medical services), storage, uses related to Birdge Elementary School. Any additional uses of the remaining buildings in the Development Area must be approved by the City, which approval shall not be unreasonably withheld. **Developer** may, at its option and at its sole expense, renovate the remainder of the buildings in the Development Area or demolish the same. The purpose of this Agreement is to memorialize the understandings and undertakings of the parties and to provide a framework within which the Development may proceed.

**Section 1.02 Definitions.** As used in this Agreement, the following terms shall have the meanings:

"**Closing**" -- The closing of various transactions described herein at the time and place described in Section 4.01.

"**Development**" -- Renovation of the buildings in the Development Area to provide at least forty (40) dwelling units for older persons of moderate income.

"**Development Costs**" -- The estimated costs enumerated in the **Developer's** budget set forth in Exhibit B.

"**Development Area**" -- Lot 2 of CSM 1180347 shown on Exhibit A and the buildings located thereon, also known as tax parcel #1266-0650.

16-119 P+SW 1/4 NE 1/4 ? P  
SE 1/4 NW 1/4 ? P+NE 1/4 SW 1/4 ? P+ NW 1/4 SE 1/4 Sec 26-1-12  
P+ SW 1/4 NW 1/4 Dow's 1/2 P  
D82

"Older Person" -- A person 55 years of age, or older.

"Public Improvements" -- The City's obligations set forth in Section 2.02 below, including the environmental assessment, investigation and remediation of the Development Area and payment of relocation expenses, if any.

## **ARTICLE II** **DESCRIPTION OF DEVELOPMENT**

**Section 2.01 The Development.** The Development involves acquisition of buildings and leasing of land in the Development Area by **Developer** and renovation of some of the buildings in the Development Area by **Developer** to provide at least forty (40) dwelling units.

**Section 2.02 Public Undertakings and Improvements.** The public improvements and the other work to be undertaken by the **City** are:

- (a) Environmental assessment, investigation and remediation of the Development Area, including the buildings located thereon;
- (b) Provision of evidence of title by an owner's policy of title insurance in the amount of \$250,000 on a current ALTA form issued by an insurance company licensed to write title insurance in Wisconsin.
- (c) Upon **Developer's** request, and at the **City's** option, provide exterior landscaping, site preparation, renovation or utility construction.
- (d) Relocation costs, if any.

Under no circumstances shall the cost of the public improvements and public undertakings exceed \$250,000.

## **ARTICLE III** **PRECLOSING UNDERTAKINGS**

**Section 3.01 Purpose.** The parties acknowledge that the Development will require substantial financial resources. While each party is willing and prepared to perform its obligations hereunder, the parties recognize that each must begin its performance under this Agreement and continue it up to the

point of Closing without absolute assurance that the others will be able to raise and commit all the funds necessary for Closing.

**Section 3.02 Developer's Preclosing Undertakings.** Prior to Closing, **Developer** shall:

- (a) Obtain construction and/or permanent financing of not less than \$2,000,000 at an annual interest rate not to exceed nine percent (9%) and to be amortized over not less than 240 months with financing fees not to exceed one point.
- (b) Prepare architectural drawings, plans and specifications for the Development which are acceptable to the **City's** Community Development Department, which acceptance shall not be unreasonably withheld.
- (c) Obtain any conditional use permit or zoning approval required for the Development.
- (d) Obtain any other public approvals required for the planned development.
- (e) Provide the **City** with proof that the Development has been certified by the State of Wisconsin in accordance with Section 106.04(5m), Wis. Stats.
- (f) Complete a structural analysis of the buildings, satisfactory to **Developer**.
- (g) Complete cost projections for the planned renovation of the buildings, satisfactory to the **City** and **Developer**.
- (h) Obtain federal tax credits through the Wisconsin Housing and Economic Development Authority for development of at least thirty-six (36) dwelling units.
- (i) Cooperate with the **City** so as to facilitate the **City's** performance under Section 3.03.

**Developer's** obligation to proceed with the Development is contingent upon **Developer's** successful completion of the tasks listed above and the **City's** satisfactory completion of the tasks listed in Section 3.03.

**Section 3.03 Preclosing Undertakings of the City.** Prior to Closing, the **City** agrees that it shall:

- (a) Conduct a Phase I and Phase II Environmental Assessment of the Development Area and provide copies of those reports to **Developer**. **Developer** acknowledges that **City** has fulfilled this obligation.
- (b) Conduct an environmental investigation of the Development Area, as such investigation may be required by the Phase II Environmental Assessment, and provide copies of the investigation reports to **Developer**;
- (c) Conduct environmental remediation in the Development Area to the extent that such remediation is required, as set forth herein.
- (d) Provide **Developer** with satisfactory evidence of title.
- (e) Cooperate with **Developer** to facilitate **Developer's** performance under Section 3.02.

The **City's** obligation to proceed with the Development is contingent upon **Developer's** successful completion of their obligations under Sections 3.02 and 4.05 and the limitations of Sections 3.03(b) and (c), 3.04 and 4.06.

**Section 3.04 City Performance Subject to Required Government Approvals.** **Developer** acknowledges that various of the specific undertakings of the **City** require approvals from the City Council and/or other governmental bodies, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. The **City's** obligations are conditioned upon the obtaining of all such approvals in the manner required by law. The **City** cannot assure that all such approvals will be obtained. However, the **City** agrees to use its best, good faith efforts to obtain such approvals on or before the dates specified in this Agreement.

**ARTICLE IV**  
**CLOSING, CLOSING CONDITIONS,**  
**AND FINANCING COMMITMENTS**

**Section 4.01 Place and Time of Closing.** The Closing shall be held in Beloit, Wisconsin, no later than 10:00 a.m., local time, on January 15, 1998, or such date as the parties may select by mutual agreement.



**Section 4.02 Closing Conditions.** Either party may terminate this Agreement and shall have no obligation to continue to perform its obligations hereunder if the other party fails to complete its preclosing undertakings as set forth in Sections 3.02 and 3.03 on or before December 31, 1997.

**Section 4.03 Waiver of Closing Conditions.** The parties may waive any preclosing undertaking as a Closing condition by mutual written consent.

**Section 4.04 Closing.** If it is agreed by the parties that all preclosing undertakings have been satisfied, the City will perform its obligations under Article V and **Developer** will perform its obligations under Article VI and both parties will proceed to fully implement this Agreement.

**Section 4.05 Developer's Financing Commitments.** At Closing, **Developer** shall provide the City evidence of construction financing in the amount set forth in Section 3.02(a) above. It is anticipated that construction financing will be provided through a bank licensed to do business in the State of Wisconsin or such other institution acceptable to the City and will be evidenced by a written construction financing commitment payable to **Developer** (the "Construction Financing Commitment"). The Construction Financing Commitment must be acceptable to the City. **Developer** shall also provide the City with evidence that **Developer** has funds on hand to cover the construction costs that are not being financed.

**Section 4.06 City's Financing Commitments.** The City represents that it has \$250,000 on hand to pay the costs of the Public Improvements. The City has expended approximately \$30,000 for environmental assessment and investigation and for removal of underground storage tanks, which amount is included in the \$250,000 sum specified above. At this time, the parties are not aware of any additional environmental remediation costs associated with the Development Area. The parties agree that the City had an option to terminate this Agreement on or before March 31, 1997 in the event that the environmental remediation costs were estimated to exceed \$250,000, which option the City chose not to exercise.

**Section 4.07 Maintenance of Property Prior to Closing.** The City shall maintain the Development Area until the earlier of Closing or occupancy by **Developer** in materially the same

condition as of the date of the execution of this Agreement. In addition, the City shall keep the Development Area insured against loss or damage under the City's current general liability and casualty policy. If, prior to Closing or occupancy, the Development Area is damaged in an amount of \$5,000 or more in excess of insurance coverage, the City shall promptly notify Developer in writing and this Agreement may be cancelled at the option of Developer. Should Developer elect to carry out this Agreement despite such damage, Developer shall be entitled to insurance proceeds relating to the damage to the Development Area and shall be responsible for payment of any repair cost in excess of insurance coverage.

**Section 4.08 Representations by City to Developer.** With exception of the conditions cited in the environmental reports provided by the City to Developer, the City hereby represents and warrants to Developer that the City has no notice or knowledge of any of the following:

- (a) Planned or commenced public improvements which may result in special assessments or otherwise materially affect the Development Area.
- (b) A government agency or court order requiring the care, alteration or correction of any existing condition, except that the City does not warrant that any of the buildings in the Development Area comply with the requirements of the Americans With Disabilities Act.
- (c) Construction or remodeling on the property for which required state or local approvals were not obtained.
- (d) Designation of the buildings in the Development Area as a historic landmark.
- (e) Other conditions or occurrences which would significantly reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

**ARTICLE V**  
**CONVEYANCE OF DEVELOPMENT AREA AND**  
**CONSTRUCTION OF PUBLIC IMPROVEMENTS**

**Section 5.01 Conveyance of Development Area.** At Closing, the City will convey, by Warranty Deed, the buildings and fixtures in the Development Area to Developer for One Dollar (\$1.00).

**Developer** shall acquire the property in "as is" condition. The Warranty Deed shall contain a restriction that the Development Area be used only for the purpose of housing persons 55 years of age or older during the 30-year period immediately following the execution of the Warranty Deed, and for the other uses set forth in §1.01 above. Occupancy of the Development Area shall be given to **Developer** at Closing, subject to the rights, if any, of Rock Valley Correctional Programs, Inc., a tenant currently in possession of a portion of the premises. A copy of the lease between the **City** and Rock Valley Correctional Programs, Inc. is attached hereto and marked Exhibit C. The **City** shall not be required to terminate the tenant's lease prior to its expiration on September 30, 1997. The **City** agrees not to renew the tenant's lease beyond September 30, 1997.

**Section 5.02 Land Lease.** It is acknowledged by the **Developer** and the **City** that low levels of soil contamination and ground-water contamination, apparently resulting from underground storage tanks and foundry-type fill within the soils of the Development Area, have been identified in a Phase II Site Investigation dated March 7, 1997. A copy of the investigation report has been provided by the **City** to the **Developer**. The **City** and the **Developer** agree that, at Closing, the **City** shall convey to the **Developer** the buildings and improvements located on the Development Area by Warranty Deed, subject to no liens or encumbrances other than as set forth herein, and shall convey the land that is part of the Development Area (including any portion of the land on which the buildings sit which may lie in the Olympian Blvd right-of-way, but not including that portion of the right-of-way located directly in front of the westernmost parking lot of the Development Area, which will be utilized by the **City** for parking) to the **Developer** by land lease ("Lease"). Such land division will be effected via a Certified Survey Map, the costs of which will be paid by **Developer**. **City** warrants the **Developer** will not be required to move any buildings which are in or encroach upon **City's** Olympian Boulevard right of way. In the event that it is found that the buildings in the Development Area lie in or encroach upon such right of way, the **City** will take such action as is required to vacate the right of way under said building, and **City** will indemnify **Developer** from and against any liability due to such encroachment.

The term of the Lease shall be 99 years. Rent shall be one dollar (\$1.00) per year during the term of the Lease. **Developer** will pay all taxes and assessments on the Development Area when due, will maintain insurance on the Development Area, will indemnify the **City** for injuries or accidents upon the Lease property caused by the negligence of **Developer** or its tenants, and will pay for maintenance of the Lease property. **City** will remediate the environmental contamination on the Lease property, and indemnify **Developer** and its tenants for all such remediation costs. It is understood and agreed that any future remediation that may be required of contamination on or about the Development Area, during the term of the Lease, shall be the responsibility of the **City**, except that the **Developer** shall be responsible for remediation of any contamination caused as a result of the occupancy of the Development Area by the **Developer** or its tenants. The parties agree to record a Memorandum of Lease showing the **Developer's** interest in the Lease property. The **City** must approve any subordination of its interest under the Lease to any creditor's interest, which approval shall not be unreasonably withheld.

**ARTICLE VI**  
**DEVELOPMENT CONSTRUCTION**

**Section 6.01 Agreement to Construct Development.** Immediately following Closing, **Developer** shall cause the Development to proceed with due diligence in conformance with plans and specifications approved by the **City**. **Developer** will complete the Development on or before December 31, 1998, or as soon as practicable thereafter.

**Section 6.02 Investment in Land and Buildings.**

- (a) **Minimum Investment.** **Developer** agrees to invest not less than \$2 million in renovating the buildings (hard and soft costs) located in the Development Area.
- (b) **Minimum Guaranteed Payments.** **Developer** agrees that after the **City** properly and timely completes the public improvements and undertakings, **Developer** will pay the **City** thirty (30) minimum guaranteed annual payments of \$31,800. The minimum guaranteed annual payment for each calendar year shall be reduced by the total amount of real and personal property taxes paid by **Developer** on the Development Area. The minimum guaranteed annual payment shall be paid at the time and in the manner that real property

taxes are paid. Late payment shall accrue interest at the rate of 18% per annum. The first payment shall become due at the time that the 1998 real estate taxes, payable in 1999, are paid.

**Section 6.03 Project Ownership.** **Developer** agrees that they will not sell or assign their interest in the Development Area for 30 years after closing without the consent of the **City**, which consent shall not be unreasonably withheld. Such sale or assignment shall be upon the condition that **Developer** guaranties the payments described in Section 6.02 in the event of default by **Developer's** successors or assigns. **Developer** is not prohibited from assigning its interest in the Development Area as collateral for a loan to the **Developer**. **City** also acknowledges and agrees that the membership in Beloit Mature Adult Housing, LLC (**Developer**) has changed due to the replacement of William J. Seno and Richard C. Adams as members of the **Developer** with Community Action, Inc. of Rock and Walworth Counties, a Wisconsin nonprofit, nonstock corporation as the sole member. Any future changes (other than between Seno/Adams and CAI) must be approved by the **City**, which consent shall not be unreasonably withheld.

**Section 6.04 Budget and Budget Reconciliation; Financial Reports.** Attached hereto as Exhibit B is **Developer's** budget for the Development. **Developer** agrees to maintain records such that its actual expenditures for the Development may be ascertained and reconciled against such budget. From time to time, upon reasonable notice from the **City**, authorized representatives of the **City** shall be entitled to examine such records at **Developer's** offices during normal business hours to verify construction costs during and after construction.

#### **ARTICLE VII MISCELLANEOUS**

**Section 7.01 Environmental Contingency.** The **City** has, provided to **Developer** copies of all environmental assessments, audits, studies and reports regarding the Development Area which are in the possession of the **City** which are known to exist by the **City** (the "Environmental Reports"). The Environmental Reports include, but are not necessarily limited to:

- (a) Phase I Environment Assessment by the City of Beloit Environmental Committee dated January 3, 1996.

(b) Phase II Environmental Assessment by STS, Ltd. dated March 7, 1997.

The **City** hereby represents that, except as discussed in the Phase I and Phase II Environmental Assessment Reports, it has no knowledge of the existence of any Hazardous Substance (as defined below) in, on, under or about the Development Area in an amount or concentration that requires remediation pursuant to any federal, state or local statute, regulation, rule, order or ordinance in existence as of the date of this Agreement.

**Developer's** obligation to close is contingent upon its satisfaction that no Hazardous Substances exist on, under or about the Development Area. "Hazardous Substances" as used herein includes: any pollutant or contaminant under any federal, state or local statute, regulation, rule, order or ordinance, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, (42 U.S.C. § 9601, et seq), or any material that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or contains gasoline, diesel fuel or petroleum hydrocarbons, polychlorinated biphenyls, asbestos, lead paint or ureaformaldehyde insulation.

Following execution of this Agreement, and prior to Closing, **Developer** may at its cost, conduct such further environmental testing as it deems necessary to determine the condition of the Development Area. **Developer** shall indemnify and defend the **City** against and hold it harmless for any loss, damage or injury caused by **Developer** or its agents during environmental testing, and **Developer** shall at its sole expense restore the Development Area to a condition as near as reasonably possible to the condition existing before the environmental testing commenced. **Developer** shall promptly provide copies to the **City** of all reports and other assessments prepared in connection with further environmental testing. If **Developer** receives an unsatisfactory report, it may, by notifying the **City** in writing prior to Closing, either request an extension of this contingency allowing time to perform additional testing, or terminate this Agreement. If **Developer** requests an extension, the **City** may execute an amendment to this Agreement granting a reasonable period of time to complete additional testing and extension of the Closing date if necessary. If such further tests indicate the presence of any Hazardous Substance on the Development Area in an amount or concentration that requires remediation pursuant to any federal, state

or local statute, regulation, rule, order or ordinance in existence as of the date of the Agreement, or such other concerns as to render the property unacceptable to **Developer**, **Developer** may, by written notice to the **City**, terminate this Agreement.

After Closing, each party shall indemnify the other party for environmental remediation liability or costs incurred by the other party which were caused by the acts or omissions of the other party during its period of ownership of the Development Area.

**Developer** shall be responsible for Native American artifacts and remains which may be discovered in the Development Area.

**Section 7.02 Discovery of Pre-Existing Environmental Contamination After Closing.** If any hazardous substance is discovered upon the property after Closing and the hazardous substance is determined to have existed upon the property prior to Closing, the **City** shall have the obligation to take whatever remediation action is required by law. The **City** shall not be liable to **Developer** for any inconvenience to **Developer** caused by the **City's** remediation actions. **Developer** agrees that it shall not bring any claims against the **City** for interruption to the **Developer's** business or for any incidental or consequential damages that may result from the **City's** remediation actions. The **City** agrees that it shall conduct its remediation actions so that it will result in the least inconvenience to **Developer**. **Developer** agrees that the **City** may select the least costly remediation action, provided that such action complies with all governmental rules and regulations and adequately protects **Developer**, its employees, clients and invitees from such hazardous materials.

**City** represents that the Development Area may contain hazardous wastes, extremely hazardous wastes or hazardous substances subject to and as defined by appropriate state, federal and local laws or regulations (hereinafter collectively "Hazardous Substances"). **City** shall reimburse **Developer** for, and indemnify and hold **Developer**, its directors, officers, agents, employees and assigns harmless from and against any and all loss, costs (including reimbursement of all legal fees and other costs of defense), damages, expenses, clean-up costs, disposal costs, landfill and other fees, claims (including claims of strict liability, negligence and for liability imposed by statutes, rules and regulations), suits and liability on

account of the existence of Hazardous Substances in, on or under the Development Area; provided, however, that this indemnification shall not extend to, and **Developer** expressly assumes liability for, any environmental damage arising from Hazardous Substances brought to or deposited on the Development Area by the **Developer** (including clean-up costs to dispose of any such Hazardous Substances) and/or any environmental damage due to discharges, leaks or emissions caused by **Developer** during the period of its occupancy of the Development Area. Each party agrees to notify the other party immediately upon discovery of Hazardous Substances on the Development Area. This clause shall survive Closing or termination of the Development Agreement for any reason.

**Section 7.03 Termination of Agreement.** Unless terminated as set forth herein, this Agreement shall remain in effect until each party has performed its obligations under the Agreement.

**Section 7.04 Default and Notice of Default.** In the event either party to this Agreement is in default hereunder (the "Defaulting Party") the other party ("Non-defaulting Party") shall be entitled to take any action allowed by applicable law by virtue of said default provided that it first gives the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than ninety (90) days in which the default may be cured by the Defaulting Party.

In the event either party is in default hereunder, the nondefaulting party may, without limiting its remedies under this Agreement, may compel performance by the defaulting party by bringing an action for specific performance.

If, after the specified time period for cure, proceedings are initiated to cure an alleged default, the prevailing party in such proceedings shall be entitled to reimbursement from the other party for its reasonable attorneys fees and associated costs incurred in such proceedings.

**Section 7.05 Building and Safety Codes; and Insurance.** **Developer** agrees to construct the Development in conformance with all state and local building and safety codes. **Developer** will obtain customary builders risk insurance during construction and maintain customary casualty, property and liability insurance on the Development thereafter. So long as this Agreement is in existence, **Developer**



covenants to apply any and all insurance proceeds to rebuild and maintain the Development unless it obtains the written consent of the City to do otherwise.

**Section 7.06 Right of Entry for Construction Inspection and Testing.** Prior to substantial completion of the Development, the City shall have the right, consistent with normal inspection practices, to have its building inspectors (or other representatives of agencies entrusted with enforcement of applicable building codes) enter the Development Area at any time without notice for the purpose of inspecting construction, making surveys and conducting tests and measurements. Following completion and occupancy of the Development, the aforesaid representatives of the City shall have the right to enter the Development Area upon 48 hour prior written notice.

**Section 7.07 Parking.** Developer agrees to provide and maintain approximately 50 surface parking spaces in accordance with the approved Site Plan for the Development Area.

**Section 7.08 Nondiscrimination.** Developer agrees that neither the Development nor any portion thereof, shall be sold to, leased or used by any party in a manner to permit discrimination on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, familial status, age, handicap, sexual orientation or national origin, and that the construction and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds. Developer shall not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, martial status, disability, sex or sexual orientation. Developer shall require its contractors and subcontractors to include the same provisions in their subcontracts.

**Section 7.09 Affirmative Action.** Developer agrees to adopt an affirmative action plan to increase in its partners, associates and employees the representation and number of under-represented groups which have been victims of employment discrimination in all departments, job classifications and salary categories. Developer shall also require its contractors and subcontractors to include this requirement in their subcontracts.

**Section 7.10 Approximations.** It is understood and agreed by the parties that all dates, dimensions and quantities set forth herein, or in the Exhibits hereto, are preliminary and tentative.

**Section 7.11 No Personal Liability.** Under no circumstances shall any City Councilor, officer, official, member, agent, or employee of the **City** or of the **Developer** have any personal liability arising out of breach of contract or negligent acts.

**Section 7.12 Force Majeure.** Neither party shall be responsible to the other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, or by any other cause not within the control of the party whose performance was interfered with, and which by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

**Section 7.13 Parties and Interests: Survival of Agreements.** Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the **City** and **Developer** and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of either party.

**Section 7.14 Notices.** All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first-class mail, postage prepaid, with proper address as indicated below:

To the **City**: City of Beloit, Wisconsin  
City Hall  
100 State Street  
Beloit, Wisconsin  
Attention: City Manager

To **Developer**: Ms. Arnell Jorgensen, Executive Director  
Community Action, Inc.  
of Rock and Walworth Counties  
2300 Kellogg Avenue  
Janesville, Wisconsin 53546

Any party may, by written notice to the other party, designate a change of address for the purposes aforesaid.

**Section 7.15 Amendment.** No modification, alteration or amendment to this Agreement shall be binding upon either party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

**Section 7.16 Governing Law.** The laws of the State of Wisconsin shall govern this Agreement.

**Section 7.17 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

**Section 7.18 Counterparts.** This Agreement may be signed in any number of Counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

**Section 7.19 Severability.** If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

**Section 7.20 Other Agreements.** City and Developer acknowledge that they entered into a prior Development Agreement dated February 3, 1997 which is superseded by this Amended Development Agreement. Neither the City nor Developer is a party to any other agreement or instrument which conflicts with or in any way impairs or prevents the respective parties from performing any of their obligations under this Agreement.

**Section 7.21 City Authorization.** The execution of this Agreement was authorized by City Council Resolution, File No. 5460, adopted on <sup>August 4</sup> ~~July~~ \_\_\_\_\_, 1997.

**Section 7.22 Developer's Authority.** Developer shall provide the City with certification from the Department of Financial Institutions for the State of Wisconsin that the Developer is authorized to do

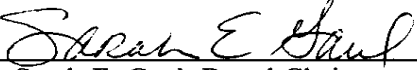
business in and is currently in good standing with the State of Wisconsin. **Developer** shall also provide the **City** with a certified copy of a resolution authorizing the **Developer's** undersigned member to enter into this Agreement on behalf of the limited liability company.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of August 4,

1997.

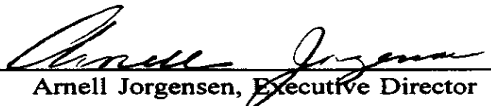
BELOIT MATURE ADULT HOUSING, L.L.C.  
by COMMUNITY ACTION, INC. OF ROCK  
AND WALWORTH COUNTIES, a MEMBER

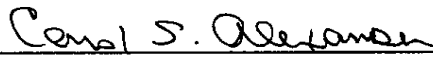
CITY OF BELOIT:

By:   
Sarah E. Gaul, Board Chair

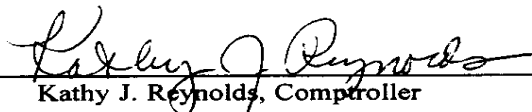
By:   
Daniel T. Kelly, City Manager

Attest:


By:   
Arnell Jorgensen, Executive Director

By:   
Carol S. Alexander, City Clerk

I hereby certify that funds have been provided to pay the liability that may be incurred hereunder.

By:   
Kathy J. Reynolds, Comptroller

Approved as to Form:

By:   
Richard V. Holm, City Attorney

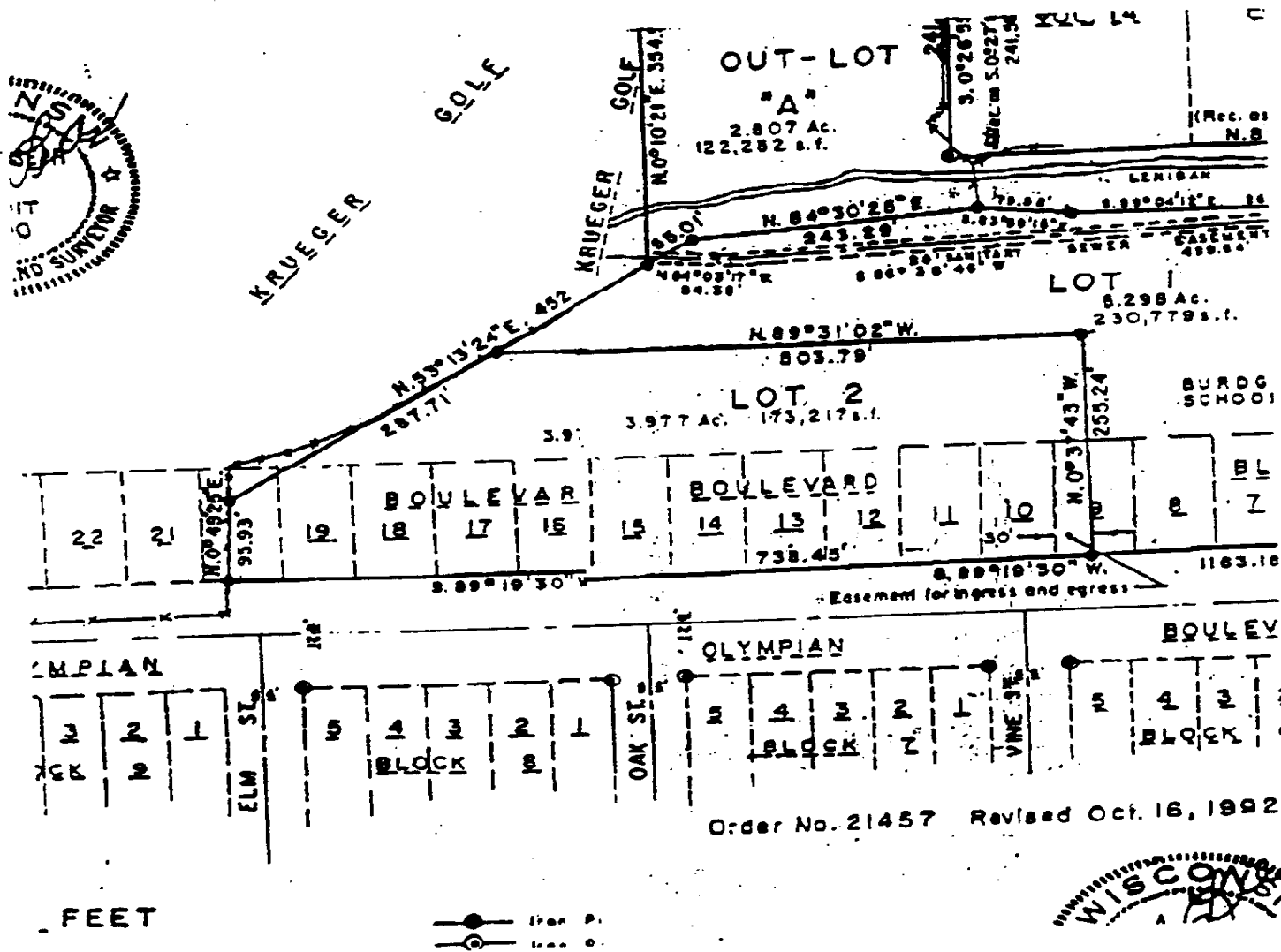
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# EXHIBIT A

431 Olympian Boulevard, Beloit, Wisconsin

PRINT NOT CLEAR

The Property includes approximately 3.977 acres of land, and is identified on the Certified Survey Map below as Lot 2. The Property is known as the Community Services Center in Beloit, Wisconsin.



**XVII. DEVELOPMENT COSTS**

List and indicate eligible basis by credit type for **RESIDENTIAL** portion only.

Itemized Cost	1 Estimated or Actual Cost	2 Eligible Basis by Credit Type 30 % Present Value (4% credit)	3 Eligible Basis by Credit Type 70% Present Value (9% credit)
<b>A. To Purchase Land and Buildings</b>			
Land	\$ 0	\$ NA	\$ NA
Existing structures	\$ 1	\$	\$ 1
Demolition	\$ 0	\$	\$ 0
Other:	\$ 0	\$	\$ 0
Other:	\$ 0	\$	\$ 0
<b>Category Subtotal</b>	<b>\$ 1</b>	<b>\$</b>	<b>\$ 1</b>
<b>B. For Site Work</b>			
Site Work	\$ 41,000	\$	\$ 41,000
Off-site Improvements	\$ 0	\$	\$ 0
Landscaping*	\$ 20,000	\$	\$ 20,000
Other:	\$ 0	\$	\$ 0
Other:	\$ 0	\$	\$ 0
<b>Category Subtotal</b>	<b>\$ 61,000</b>	<b>\$</b>	<b>\$ 61,000</b>
<b>C. For Rehabilitation and New Construction**</b>			
New Building	\$ 0	\$	\$ 0
Rehabilitation	\$ 1,917,000	\$	\$ 1,917,000
Accessory buildings (garages, etc.)	\$ 108,000	\$	\$ 0
General requirements***	\$ 110,000	\$	\$ 110,000
Contractor overhead***	\$ 35,000	\$	\$ 35,000
Contractor profit***	\$ 110,000	\$	\$ 110,000
Construction Supervision:	\$ 0	\$	\$ 0
Other:	\$ 0	\$	\$ 0
<b>Category Subtotal</b>	<b>\$ 2,280,000</b>	<b>\$</b>	<b>\$ 2,172,000</b>

- \* Landscaping costs may not be eligible expenses. Include only those which are eligible.
- \*\* All line items in Part C must be completed in review 1 if an identity of interest exists between contractor and developer and in all applications by review 3.
- \*\*\* General requirements, contractor overhead, and contractor profit are limited to 6%, 2%, and 6% respectively, based on the construction costs.



Itemized Cost	1 Estimated or Actual Cost	2 Eligible Basis by Credit Type 30% Present Value (4% credh)	3 Eligible Basis by Credit Type 70% Present Value (9% credh)
<b>D. For Contingency</b>			
Construction Contingency	\$ 40,000	\$	\$ 40,000
Other:	\$ 0	\$	\$ 0
Other:	\$ 0	\$	\$ 0
<b>Category Subtotal</b>	<b>\$ 40,000</b>	<b>\$</b>	<b>\$ 40,000</b>
<b>Construction Cost Subtotal (Categories A-D)</b>	<b>\$ 2,381,001</b>	<b>\$</b>	<b>\$ 2,269,001</b>
<b>E. For Architectural and Engineering Fees</b>			
Architect fee-design	\$ 48,000	\$	\$ 48,000
Architect fee-supervision	\$ 10,000	\$	\$ 10,000
Real estate attorney	\$ 5,000	\$	\$ 5,000
Consultant/processing agent*	\$ 0	\$	\$ 0
Other: DOC Fees, Plans & Specs	\$ 5,000	\$	\$ 5,000
Other: Surveys	\$ 4,000	\$	\$ 4,000
Other:	\$ 0	\$	\$ 0
Other:	\$ 0	\$	\$ 0
<b>Category Subtotal</b>	<b>\$ 72,000</b>	<b>\$</b>	<b>\$ 72,000</b>
<b>F. For Interim/Construction Costs</b>			
Construction insurance	\$ 3,000	\$	\$ 3,000
Construction interest	\$ 85,000	\$	\$ 85,000
Construction loan			
Origination fee**	\$ 18,000	\$	\$ 18,000
Credit enhancement	\$ 0	\$	\$ 0
Real estate taxes	\$ 14,900	\$	\$ 14,900
<b>Category Subtotal</b>	<b>\$ 120,900</b>	<b>\$</b>	<b>\$ 120,900</b>

- \* Construction supervision, consultant fees, developers fees and developer overhead are limited to a combined 15% of total development costs for developments with 24 units or less and to 12% for those with more than 24 units.
- \*\* If the construction lender and permanent lender are same entity, the origination fee is not applicable to eligible basis.

Itemized Cost	<sup>1</sup> Estimated or Actual Cost	<sup>2</sup> Eligible Basis by Credit Type 30% Present Value (4% credit)	<sup>3</sup> Eligible Basis by Credit Type 70% Present Value (9% credit)
<b>G. For Financing Fees and Expenses</b>			
Bond premium	\$ 0	\$	\$ 0
Credit report	\$ 0	\$ NA	\$ NA
Permanent loan			
Origination fee	\$ 19,000	\$ NA	\$ NA
Credit enhancement	\$ 0	\$ NA	\$ NA
Underwriter's discount	\$ 0	\$	\$ 0
Title and recording	\$ 11,000	\$	\$ 11,000
Counsel's fee	\$ 15,000	\$ NA	\$ NA
Other: Accounting	\$ 9,000	\$	\$ 9,000
Other: Letter of Credit	\$ 3,000	\$	\$ 3,000
<b>Category Subtotal</b>	<b>\$ 57,000</b>	<b>\$</b>	<b>\$ 23,000</b>
<b>H. For Soft Costs</b>			
Property appraisal (feasibility)	\$ 5,000	\$	\$ 5,000
Market Study	\$ 7,000	\$	\$ 7,000
Environmental reports	\$ 0	\$	\$ 0
WHEDA tax credit fees	\$ 26,600	\$	\$ 26,600
Rent-up Marketing	\$ 15,000	\$ NA	\$ NA
Consultants*	\$ 5,000	\$	\$ 5,000
Cost Certification	\$ 5,000	\$	\$ 5,000
Other: Common Area Furniture	\$ 15,000	\$	\$ 0
<b>Category Subtotal</b>	<b>\$ 78,600</b>	<b>\$</b>	<b>\$</b>

\* Construction supervision, consultant fees, developer's fees and developer's overhead are limited to a combined 15% of total development costs for developments with 24 units or less and to 12% for those with more than 24 units.



Itemized Cost	1 Estimated or Actual Cost	2 Eligible Basis by Credit Type 30% Present Value (4% credit)	3 Eligible Basis by Credit Type 70% Present Value (9% credit)
<b>I. For Syndication Costs</b>			
Organization (partnership)	\$ 1,000	\$ NA	\$ NA
Bridge loan fees & expenses	\$ 0	\$ NA	\$ NA
Tax opinion	\$ 5,000	\$ NA	\$ NA
Other:	\$ 0	\$ NA	\$ NA
Other:	\$ 0	\$ NA	\$ NA
<b>Category Subtotal</b>	<b>\$ 6,000</b>	<b>\$ NA</b>	<b>\$ NA</b>
<b>J. For Developer's Fees*</b>			
Developer's overhead	\$ 0	\$	\$ 0
Developer's fee	\$ 340,000	\$	\$ 340,000
Other:	\$ 0	\$	\$ 0
Other:	\$ 0	\$	\$ 0
<b>Category Subtotal</b>	<b>\$ 340,000</b>	<b>\$</b>	<b>\$ 340,000</b>
<b>K. For Development Reserves</b>			
Rent-up reserve	\$ 70,000	\$ NA	\$ NA
Operating reserve	\$ 30,000	\$ NA	\$ NA
Escrows	\$ 0	\$ NA	\$ NA
Other:	\$ 0	\$ NA	\$ NA
Other:	\$ 0	\$ NA	\$ NA
Other:	\$ 0	\$ NA	\$ NA
Other:	\$ 0	\$ NA	\$ NA
<b>Category Subtotal</b>	<b>\$ 100,000</b>	<b>\$ NA</b>	<b>\$ NA</b>
<b>Intermediary Cost Subtotal (Categories E-K)</b>	<b>\$ 774,500</b>	<b>\$</b>	<b>\$ 604,500</b>

\* Construction supervision, consultant fees, developer's fees and developer's overhead are limited to a combined 15% of total development costs for developments with 24 units or less and to 12% for those with more than 24 units.

**Development Cost Summary**

Itemized Cost	1 Estimated or Actual Cost	2 Eligible Basis by Credit Type 30% Present Value (4% credit)	3 Eligible Basis by Credit Type 70% Present Value (9% credit)
Construction Cost Subtotal (From page PB12)	\$ 2,381,001	\$	\$ 2,269,001
Intermediary Cost Subtotal (From page PB14)	\$ 774,500	\$	\$ 604,500
<b>Total Development Cost</b>	<b>\$ 3,155,501</b>	<b>\$</b>	<b>\$ 2,873,501</b>
Less portion of federal grant used to finance development costs.		(\$ )	(\$ 0 )
Less amount of nonqualified nonrecourse financing		(\$ )	(\$ 0 )
Less nonqualifying units of higher quality		(\$ )	(\$ 0 )
Less Federal Historic Tax Credits (residential portion only)		(\$ )	(\$ 0 )
Less Other:		(\$ )	(\$ 0 )
<b>Subtotal</b>		<b>\$</b>	<b>\$ 2,873,501</b>
Adjustment for QCT (30% of Subtotal)		\$	\$ 0
<b>Total Eligible Basis</b>		<b>\$</b>	<b>\$ 2,873,501</b>
Multiplied by the Applicable Fraction		%	100 %
<b>Total Qualified Basis</b>		<b>\$</b>	<b>\$ 2,873,501</b>
Multiplied by the applicable Credit percentage rate		%	9 %
Credit Amount Calculated		\$	\$ 258,615
Less Credit Received in Prior Years		\$	\$ 0
<b>Total Amount of Tax Credit Requested</b>		<b>\$</b>	<b>\$ 258,615</b>

**XVIII. REHABILITATION EXPENDITURES**

A. Rehabilitation expenditures allocable to low-income units	\$ 2,381,001
B. Number of low-income units: 46 x \$3,000=	\$ 138,000
C. Adjusted building basis: \$ 2,873,501 x 10%=	\$ 287,350

Rehabilitation expenditures (A) must be equal to or greater than the larger of (B) or (C). Refer to Section 42(e) of the code.

**CONSTRUCTION FINANCING COMMITMENT**

Date: \_\_\_\_\_

To: William J. Seno  
Beloit Mature Adult Housing, L.L.C.  
700 Regent Street  
Suite 300  
Madison, WI 53715

Re: Commitment For Permanent Financing

Dear Mr. Seno:

\_\_\_\_\_ has reviewed the application of Beloit Mature Adult Housing, L.L.C. for permanent financing of the apartment complex at \_\_\_\_\_ Olympian Boulevard in the City of Beloit, Rock County, Wisconsin. We are pleased to offer a permanent loan commitment for an amount not to exceed \$2 million based on the attached financial analysis dated \_\_\_\_\_ which assumes an estimated interest rate of \_\_\_\_\_%. This commitment is subject to satisfaction of the following terms and conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the terms and conditions of this offer are acceptable, please sign where indicated below and return this correspondence to my attention.

Sincerely,

Bank: \_\_\_\_\_

By: \_\_\_\_\_  
Bank Officer

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

**Beloit Mature Adult Housing, L.L.C.**

By: \_\_\_\_\_  
**William J. Seno**

By: \_\_\_\_\_  
**Richard C. Adams**

**EXHIBIT C**

LEASE AGREEMENT

FILE #  
JUL 21 1997  
CITY OF BELOIT by  
CITY CLERK

IT IS HEREBY AGREED this 16th day of September

and between the City of Beloit, a Wisconsin municipal corporation, with its principal offices located at 100 State Street in the City of Beloit, Rock County, Wisconsin 53511, (hereinafter referred to as "Lessor") and Rock Valley Correctional Programs, Inc., a Wisconsin nonprofit corporation, with its principal offices located at 431 Olympian Boulevard in the City of Beloit, Rock County, Wisconsin 53511, (hereinafter referred to as "Lessee") as follows:

1. **Leased Premises.** Lessor hereby leases the east wing of the Community Service Center building (commonly referred to as the 1957 addition) at 431 Olympian Boulevard in the City of Beloit, Rock County, Wisconsin, to Lessee. The leased premises include the 3-story structure; the grounds and parking facilities around the structure and window air conditioners.

2. **Rent.** Lessee shall pay Lessor \$6,425.00 per month for use of the leased premises and parking spaces adjacent thereto. Rent shall be payable on the 1st day of October, 1996, and on the 1st day of each month thereafter. Rent payment shall be made payable to the City Treasurer at 100 State Street, Beloit, Wisconsin 53511.

3. **Term of Lease.** This lease shall be a month-to-month lease commencing on the first day of October, 1996. This lease shall terminate on September 30, 1997. Lessee shall, at the expiration of this lease, return the leased premises to Lessor in good condition, ordinary wear and tear excepted.

4. **Use of Premises.** Lessee shall use the premises solely for the purpose of conducting its business of operating a correctional program.

EXHIBIT  
D

5. **Utilities.** Lessor shall provide and pay for all necessary utilities, except telephone service.

6. **Maintenance and Repairs.** Lessee shall provide the following maintenance at Lessee's expense:

1. Custodial and janitorial services and supplies for the leased premises.
2. Maintenance of the grounds surrounding the leased premises, including mowing and policing.

3. Removal of snow and ice from all sidewalks that provide access to the building, including any public sidewalks connected thereto.

Lessor shall provide all other maintenance and repairs, including trash pickup.

7. **Liability for Damages to the Leased Premises.** Lessee shall be liable for any repairs caused by the Lessee, its employees, agents, guests, or clients.

8. **Fire Insurance.** Lessor shall provide fire and extended coverage for the leased premises. Lessee shall provide fire extended insurance coverage for any of Lessee's personal property located on the leased premises.

9. **Liability Insurance.** Lessee shall provide and maintain a comprehensive general public liability insurance policy insuring the Lessee against claims for property damage or personal injury arising out the use of the leased premises by the Lessee. The policy of insurance shall be in the amount of \$1,000,000.00 and shall name Lessor as an additional insured.

10. **Certificate of Insurance.** Lessee shall provide Lessor with a certificate from its insurer indicating that the type and amount of insurance required by this lease agreement is in full force and effect. The certificate shall provide that Lessor be notified at least ten (10) days prior to

any cancellation or alteration of the insurance coverage.

11. **Assignment and Subletting.** Lessee may not assign this lease or sublease the leased premises without prior written consent of Lessor.

12. **Alterations.** Lessee shall not make any alterations, additions or improvements to the leased premises without the prior written consent of Lessor.

13. **Compliance With Applicable Law.** Lessee shall not do anything on the premises, or keep or bring anything there, which will in any way increase or tend to increase the risk of fire or which shall conflict with any local, state or federal laws, including, but not limited to, fire regulations, building codes and zoning codes.

14. **Affirmative Action.** Lessee has adopted an affirmative action plan to increase in its partners, associates and employees the representation and number of under-represented groups which may have been victims of employment discrimination in all of Lessee's departments, job classifications and salary categories. This provision is inserted herein in compliance with Section 1.25 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of that ordinance.

15. **Non-Discrimination.** Lessee shall not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. In the event any portion of this lease is sublet by the Lessee, Lessee shall include in such sublease, a provision prohibiting the sublessee from discrimination against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex or sexual orientation. This provision is inserted herein in compliance with Section 1.25 of the Code of General Ordinances

of the City of Beloit, and shall be interpreted so as to carry out the intent of said ordinance.

16. **Remedies For Breach of Lease.** In the event that either party fails to perform any of its obligations under this lease, the non-defaulting party shall notify the other party in writing of the breach. The defaulting party shall have thirty (30) days to cure any alleged breach. If the defaulting party fails to cure its default within the 30-day period, this lease shall terminate. Thereafter, the non-defaulting party may exercise any available remedy for breach of this contract. In the event that the non-defaulting party commences a court action to enforce its remedies, the prevailing party shall be entitled to its costs and expenses including reasonable attorneys fees incurred in connection with the court action.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**Lessor:** City of Beloit

By: *Daniel T. Kelley*  
Daniel T. Kelley, City Manager

Attest:

By: *Diane E. Henry*  
Diane E. Henry, City Clerk

Approved as to Form:

By: *Richard V. Holm*  
Richard V. Holm, City Attorney

**Lessee:** Rock Valley Correctional Programs, Inc.

By: *John J. Johnson*  
President.

By: *Janis M. [Signature]*  
ADMINISTRATOR Secretary.

## **DEVELOPMENT SCHEDULE**

- 1/6/97 City Council refers Development Agreement to Plan Commission
- 1/8/97 Plan Commission reviews Development Agreement and makes recommendations to City Council
- 1/21/97 City Council approves Development Agreement
- 1/31/97 City provides copies of its environmental assessment, investigation and remediation reports to Developers.
- 1/31/97 Developers present development plans to the City for approval.
- 2/15/97 Developers approve City's environmental reports.
- 2/15/97 City approves development plan
- 4/30/97 Developers, at their option, complete their independent environmental investigation of the Development Area and provide the City with a copy of the report.
- 4/30/97 Developers complete structural analysis of the buildings in the Development Area.
- 4/30/97 - 12/31/97 City completes its environmental remediation of the Development Area, if necessary, not to exceed \$250,000.
- 12/31/97 Developers obtain federal tax credits.
- 12/31/97 Developers obtain financing commitment and standby financing commitment.
- 12/31/97 Completion of all other pre-closing conditions.
- 1/15/98 Closing - transfer of Development Area to Developers.
- 12/31/98 Completion of development.

**EXHIBIT E**