



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

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
4. PUBLIC HEARINGS
  - a. Proposed Ordinance amending the Future Land Use Map of the City of Beloit **Comprehensive Plan** to change the future land use designation for the property located at 20 Park Avenue from Community Commercial to General Industrial (Christensen) Plan Commission recommendation for approval 5-0. First Reading
  - b. Proposed Ordinance amending the **Zoning District Map** to change the zoning district classification of the property located at 20 Park Avenue from C-3, Community Commercial District to M-1, Limited Manufacturing District (Christensen) Plan Commission recommendation for approval 5-0. First Reading
  - c. Resolution approving a **Conditional Use Permit** to allow a religious institution in an R-1B, Single Family Residential District, for the property located at 1230 House Street (Christensen) Plan Commission recommendation for approval 6-0.
  - d. Progress Report on the CDBG Disaster Recovery Grant (Boysen)
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 November 16, 2015 (Stottler)
- b. Proposal for Installation of a **Memorial Garden** at Horace White Park, located at 825 E. Grand Avenue (Christensen) Refer to Plan Commission
- c. Resolution approving an Amendment to the Rock County **HOME Consortium Agreement** (Christensen)
- d. Resolution authorizing **Final Payment** of Public Works Contract C15-02, Bayliss Avenue Rehabilitation Nelson to Railroad (Boysen)
- e. Resolution approving **Intergovernmental Agreement** between the City of Beloit, Wisconsin and Rock County, Wisconsin for the Provision of Paratransit Services (Gavin)

- f. Resolution authorizing Application and Acceptance of a **Risk Reduction Grant** from Cities and Villages Mutual Insurance Company (CVMIC) and Amending the 2015 General Fund Operating Budget for this Grant Program (Liggett)

## 7. ORDINANCES

- a. An Ordinance to Amend Section 1.28(3), to Repeal Sections 1.51(3)(g) and (i) and to Create Sections 1.59 and 1.60 of the Code of General Ordinances of the City of Beloit pertaining to the **Human Resources and Information Services Departments**. (Luther)  
First Reading

## 8. APPOINTMENTS –none

## 9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

## 10. CITY MANAGER'S PRESENTATION

- a. Annual **Snow and Ice** Control Plan (Walsh)

## 11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. The City Council will adjourn into closed session pursuant to Wisconsin Statute §19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Luther)

## 12. ADJOURNMENT

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

Dated: December 2, 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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**ORDINANCE NO.** \_\_\_\_\_

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

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

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

The future land use category of the following described land is hereby changed from Community Commercial to General Industrial:

LOT 1 OF CSM VOL 19, PGS 173-175, ALL SITUATED IN THE CITY OF БЕЛОIT, COUNTY OF ROCK, STATE OF WISCONSIN (ALSO KNOWN AS 20 PARK AVENUE, PARCEL NUMBER 13650890). SAID PARCEL CONTAINS 9.24 ACRES, MORE OR LESS.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**City Council of the City of Beloit**

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

Attest:

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

Published this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Effective this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

01-611100-5231-\_\_\_\_\_

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Proposed Comprehensive Plan Amendment

**Date:** December 7, 2015

**Presenter(s):** Julie Christensen

**Department(s):** Community Development

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

James Athens has submitted an application requesting an amendment to the Future Land Use Map (Map 10) of the City's Comprehensive Plan.

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### **Key Issues:**

- The applicant is requesting the following amendment to the Future Land Use Map (Map 10) of the City's Comprehensive Plan:
  - 20 Park Avenue – From Community Commercial to General Industrial.
- The subject property was previously the site of a Cub Foods Supermarket. The applicant purchased the subject property with the intent of rehabbing the building for industrial uses.
- The subject property is surrounded by a variety of commercial uses and adjacent to the Stateline Restoration Prairie. An industrial facility in South Beloit lies directly across the state line to the south of the subject property.
- Planning staff supports the applicant's efforts to substantially improve the property and reuse a vacant building for the proposed uses. The M-1 classification provides the most flexibility for the intended reuse of the building.
- The Plan Commission held a public hearing to consider the requested amendments on November 4, 2015 and voted unanimously (5-0) to recommend approval of the requested amendment. Their Resolution is attached.

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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** – The amendment to the Future Land Use Map in the Comprehensive Plan will allow for an adaptive reuse of a long-time vacant building and will enable the current owner to fulfill his plan to lease the site for industrial uses. A manufacturing/industrial business that moves into the newly rehabbed building will create jobs and add to the tax base in Beloit.

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### **Action required/Recommendation:**

- City Council consideration and 1<sup>st</sup> reading of the proposed Ordinance

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

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

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

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

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

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

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

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


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

1. 20 Park Avenue (Parcel No. 13650890) – From Community Commercial to General Industrial.

Adopted this 4<sup>th</sup> day of November, 2015.

  
\_\_\_\_\_  
James Faragher, Plan Commission Chairman

ATTEST:

  
\_\_\_\_\_  
Julie Christensen, Community Development Director

# CITY OF BELOIT

## REPORT TO THE BELOIT CITY PLAN COMMISSION



Meeting Date: November 4, 2015

Agenda Item: 3

File Number: RPB-2015-12

### Request Overview/Background Information:

James Athens has submitted an application requesting an amendment to the Future Land Use Map (Map 10) of the City's Comprehensive Plan.

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

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

This public meeting of the Plan Commission serves as the second step in the process to amend the Comprehensive Plan. If the Plan Commission votes to recommend approval of the proposed amendment, the attached Resolution will be forwarded to the City Council for consideration during the regularly scheduled meeting on December 7, 2015.

### Key Issues:

- The applicant is requesting the following amendment to the Future Land Use Map (Map 10) of the City's Comprehensive Plan:
  - 20 Park Avenue – From Community Commercial to General Industrial.
- The following table describes the current status of the subject property:

Property	Current Land Use	Zoning Class	Future Land Use	Proposed Future Land Use
20 Park Avenue	Vacant	C-3	Community Commercial	General Industrial

- The subject property was previously the site of a Cub Foods Supermarket. The applicant purchased the subject property with the intent of rehabbing the building for industrial uses.
- If the requested amendment is approved, the applicant would be able to rezone the subject property to M-1, Limited Manufacturing District, which would allow the applicant to lease manufacturing space to businesses that operate *Manufacturing and Production* and *Industrial Services* uses.
- The subject property is surrounded by a variety of commercial uses and adjacent to the Staline Restoration Prairie. An industrial facility in South Beloit lies directly across the state line to the south of the subject property.
- Planning staff supports the applicant's efforts to substantially improve the property and reuse a vacant building for the proposed uses. The M-1 classification provides the most flexibility for the intended reuse of the building.

### Consistency with Comprehensive Plan and Strategic Plan:

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

### Sustainability:

- **Reduce dependence upon fossil fuels** – N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
- **Meet the hierarchy of present and future human needs fairly and efficiently** – The amendment to the Future Land Use Map in the Comprehensive Plan will allow for an adaptive reuse of a long-time vacant building and will enable the current owner to fulfill his plan to lease the site for industrial uses. A manufacturing/industrial

business that moves into the newly rehabbed building will create jobs and add to the tax base in Beloit.

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**Staff Recommendation:**

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

1. 20 Park Avenue– From Community Commercial to General Industrial.

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

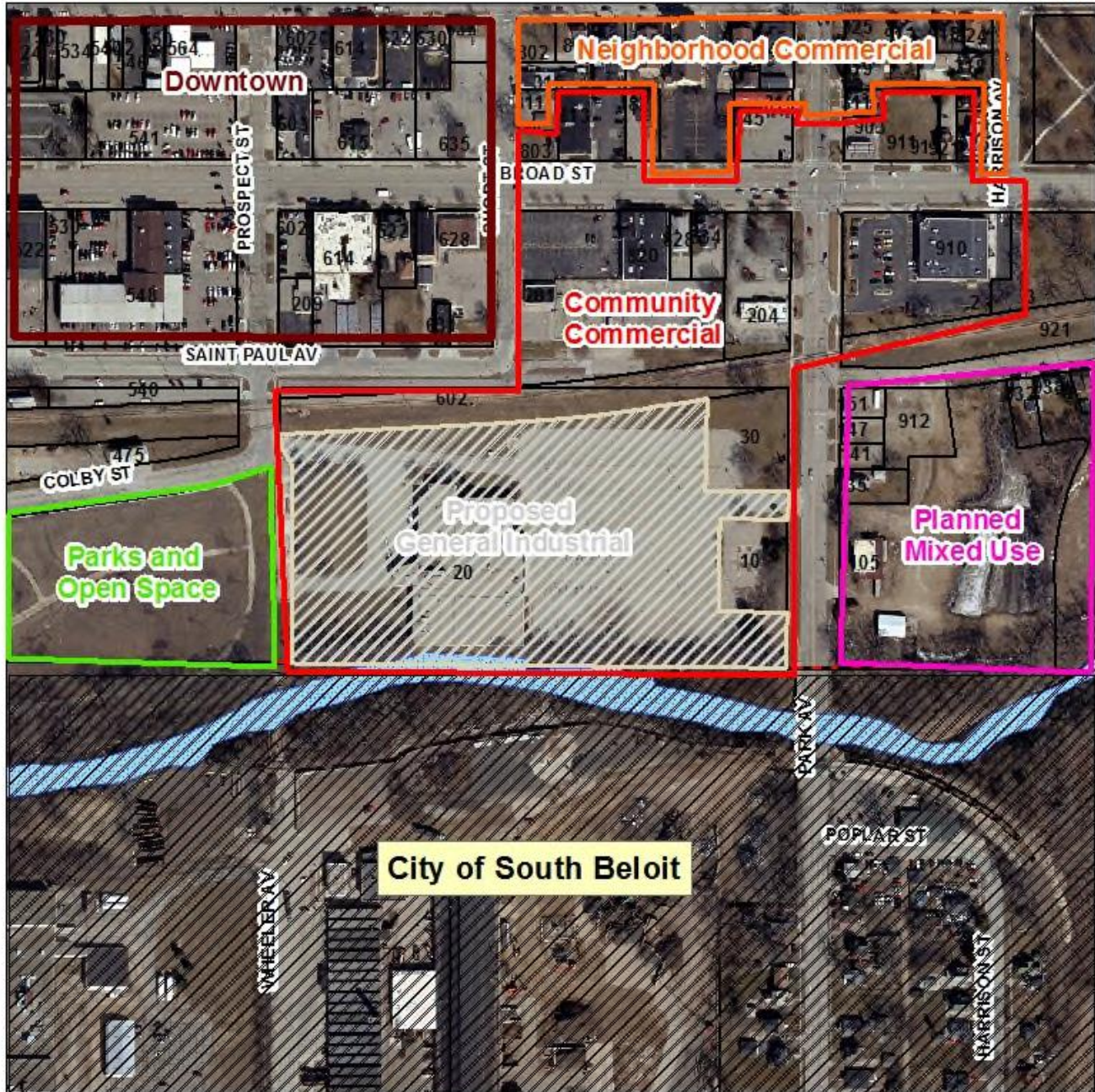
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**Attachments:** Location/Future Land Use Map, Public Notice, Mailing List, and Resolution.

# Future Land Use Map

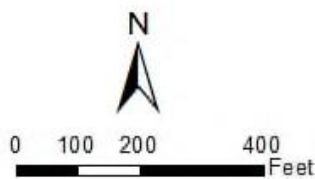
20 Park Ave

RPB-2015-12



**Legend**

-  20 Park Avenue
-  COB Parcels



## Planning and Building Services Division

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





CITY HALL • 100 STATE STREET • BELOIT, WI 53511  
Office: 608/364-6700 • Fax: 608/364-6609  
www.ci.beloit.wi.us  
*Equal Opportunity Employer*

## **NOTICE TO THE PUBLIC**

October 22, 2015

To Whom It May Concern:

James Athens has submitted an application requesting the following amendment to the Future Lane Use Map (Map 10) of the City of Beloit Comprehensive Plan: **20 Park Avenue** from Community Commercial to General Industrial.

Information regarding the location, zoning, and land use of this property is available for public review in the Planning & Building Services Division on the third floor of City Hall, 100 State Street.

The following public hearings will be held regarding this application:

**City Plan Commission:** Wednesday, November 4, 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, December 7, 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.*

ATTN: ALYSSA MODLINSKI U S OIL CO INC  
425 BETTER WAY  
APPLETON, WI 54195

CYNTHIA ANDERSON  
135 PARK AVE  
BELOIT, WI 53511

ATTN: REAL ESTATE DEPT WISCONSIN  
POWER & LIGHT CO  
4902 N BILTMORE LN  
MADISON, WI 53707

C/O BARBARA FINNEGAN CYRIL & BARBARA  
FINNEGAN REVOCABLE TRUST  
P O BOX 26  
BELOIT, WI 53512

IOWA CHICAGO & EASTERN RAILROAD  
CORP  
120 S 6TH ST STE 700  
MINNEAPOLIS, MN 55402

C/O BARBARA FINNEGAN CYRIL & BARBARA  
FINNEGAN REVOCABLE TRUST  
P O BOX 26  
BELOIT, WI 53512

SOO LINE RAILROAD COMPANY  
120 S 6TH ST STE 190  
ATTN: REAL ESTATE  
MINNEAPOLIS, MN 55402

C/O BARBARA FINNEGAN CYRIL & BARBARA  
FINNEGAN REVOCABLE TRUST  
P O BOX 26  
BELOIT, WI 53512

CRISTOPHER PROCTOR  
1836 MANOR DR  
SOUTH BELOIT, IL 61080

BMI LLC  
548 BROAD ST  
BELOIT, WI 53511

SOO LINE RAILROAD COMPANY  
120 S 6TH ST STE 190  
ATTN: REAL ESTATE  
MINNEAPOLIS, MN 55402

COLE WG BELOIT WI LLC  
P O BOX 1159  
DEERFIELD, IL 60015

JNB INVESTMENTS LLC  
5100 WASHINGTON AVE  
RACINE, WI 53406

JAGGER BAY PROPERTIES LLC  
250 GARDEN LN STE 250  
BELOIT, WI 53511

THE SALVATION ARMY  
11315 W WATERTOWN PLANK RD  
WAUWATOSA, WI 53226

ROGER BRYDEN OOPS II LLC  
548 BROAD ST  
BELOIT, WI 53511

BMI LLC  
548 BROAD ST  
BELOIT, WI 53511

PRETTY STREAM 1 LLC  
654 BLUFF ST  
BELOIT, WI 53511

**ORDINANCE NO. \_\_\_\_\_**

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

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

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

The following described land, also known as 20 Park Avenue, is hereby changed from C-3, Community Commercial District to M-1, Limited Manufacturing District:

LOT 1 OF CSM VOL 19, PGS 173-175, ALL SITUATED IN THE CITY OF БЕЛОIT, COUNTY OF ROCK, STATE OF WISCONSIN (ALSO KNOWN AS 20 PARK AVENUE, PARCEL NUMBER 13650890). SAID PARCEL CONTAINS 9.24 ACRES, MORE OR LESS.

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

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015.

**City Council of the City of Beloit**

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

Attest:

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

Published this \_\_\_\_ day of \_\_\_\_\_, 2015

Effective this \_\_\_\_ day of \_\_\_\_\_, 2015

01-611100-5231-\_\_\_\_\_

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Zoning Map Amendment Application for the property located at 20 Park Avenue

**Date:** December 7, 2015

**Presenter(s):** Julie Christensen

**Department:** Community Development

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### Overview/Background Information:

James Athens has submitted an application for a Zoning Map Amendment to change the zoning district classification from C-3, Community Commercial District to M-1, Limited Manufacturing District, for the property located at 20 Park Avenue.

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### Key Issues:

- The subject property was previously the site of a Cub Foods Supermarket. The applicant purchased the subject property with the intent of rehabbing the building for industrial uses.
- The property has been vacant since 2009 and both the building and property had begun to deteriorate significantly.
- Approved modifications to the building have already begun and include new windows, architectural lights, roof replacement, interior redesign, and additional landscaping.
- Planning staff supports this proposed Zoning Map Amendment, as while the subject property is suitable for the uses permitted in the C-3 District, it is equally suitable for uses permitted by M-1 due to its out-of-the-way location and adjacent land uses of similar intensity.
- The Plan Commission reviewed this item on November 4, 2015 and voted unanimously (5-0) to recommend approval of this Zoning Map Amendment.

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### Consistency with Comprehensive Plan and Strategic Plan:

The Comprehensive Plan's Future Land Use Map (#10) currently designates the subject property as appropriate for Community Commercial Uses. Achieving consistency with the Comprehensive Plan requires amending the plan; a request being considered concurrently with this request. This proposed Zoning Map Amendment must be consistent with the Comprehensive Plan, as required by Section 66.1001(3) of Wisconsin Statutes.

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

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**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**

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### Action required/Recommendation:

- City Council consideration and 1<sup>st</sup> reading of the proposed Ordinance

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

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

# CITY OF BELOIT

## REPORT TO THE BELOIT CITY PLAN COMMISSION

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**Meeting Date:** November 4, 2015

**Agenda Item:** 4

**File Number:** ZMA-2015-05

**Applicant:** James Athens

**Owner:** Integrated Lubricants of WI, Inc (Owner: James Athens)

**Location:** 20 Park Avenue

**Current Zoning:** C-3, Community Commercial District

**Existing Land Use:** Vacant (previously Cub Foods Supermarket)

**Parcel Size:** 9.236 Acres

**Proposed Zoning:** M-1, Limited Manufacturing

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### Request Overview/Background Information:

James Athens has submitted an application for a Zoning Map Amendment to change the zoning district classification from C-3, Community Commercial District to M-1, Limited Manufacturing District, for the property located at 20 Park Avenue.

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

- North: C-3, Community Commercial District; Broad Street Commercial Corridor
- South: City of South Beloit, Industrial (waste related)
- East: C-3, Community Commercial District; Vacant
- West: PLI, Public Lands & Institutions District; Natural Area

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

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### Key Issues:

- The subject property was previously the site of a Cub Foods Supermarket. The applicant purchased the subject property with the intent of rehabbing the building for industrial uses.
- The property has been vacant since 2009 and both the building and property had begun to deteriorate significantly.
- The applicant has already submitted detailed architectural plans for the building and site rehabilitation which were approved earlier this year.
- Modifications to the building have already begun and include new windows, architectural lights, roof replacement, interior redesign, and additional landscaping.
- This application is being considered in accordance with the Zoning Map Amendment procedures contained in Section 2-300 of the Zoning Ordinance.
- Planning staff posted an informational sign on the subject property and mailed the attached Public Notice to the owners of nearby properties. As of this writing, staff has not received any comments.
- **Findings of Fact** - Based on Section 2-304 of the Zoning Ordinance, the Plan Commission shall make a recommendation based on the following considerations.
  - a. *The existing use of property within the general area of the subject property;*
    - The subject property is located directly north of the state line and south of the Broad Street commercial corridor. Railroad tracks owned by Canadian Pacific run east-west directly north of the subject property and provide a “buffer” between the commercial area and the subject parcel. A greenspace, the Stateline Restoration Prairie, lies to the west of the property. Turtle Creek flows along the Illinois/Wisconsin border directly south of the subject property, providing a natural barrier between the subject property and the adjacent parcel in South Beloit. A vacant building occupies the property on the east side of Park Avenue. The proposed rezoning is compatible with the open space, community commercial, and industrial uses that lie adjacent to the subject property, especially due to the natural borders created by the railroad and Turtle Creek.
  - b. *The zoning classification of property within the general area of the subject property;*
    - The subject property is adjacent to the 6-acre Stateline Restoration Prairie, which is zoned PLI. Parcels to the north and east of the subject property are zoned C-3.

- c. *The suitability of the subject property for the uses permitted under the existing zoning classification; and*
- The subject property is suitable for the uses permitted in the C-3 District, but is equally suitable for uses permitted by M-1 due to its out-of-the-way location and adjacent land uses of similar intensity.
- d. *The trend of development and zoning map amendments in the general area of the subject property.*
- The area surrounding the subject property is fully developed. The subject property is the only property in the immediate area to remain vacant for an extended period of time and a new business and actively engaged property owner will be a very positive addition to the neighborhood and city as a whole. In addition, community commercial uses may be no longer appropriate for the subject property due to the fumes and sounds generated by the industrial use across the state line.

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

The Comprehensive Plan's Future Land Use Map (#10) currently designates the subject property as appropriate for Community Commercial Uses. Achieving consistency with the Comprehensive Plan requires amending the plan; a request being considered concurrently with this request. This proposed Zoning Map Amendment must be consistent with the Comprehensive Plan, as required by Section 66.1001(3) of Wisconsin Statutes.

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

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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** – The Zoning Map Amendment will allow for an adaptive reuse of a long-time vacant building and will enable the current owner to fulfill his plan to lease the site for industrial uses. A manufacturing/industrial business that moves into the newly rehabbed building will create jobs and add to the tax base in Beloit.

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**Staff Recommendation:**

Based upon the above Findings of Fact and the City's Comprehensive Plan, the Planning & Building Services Division recommends **approval** of a Zoning Map Amendment to change the zoning district classification from C-3, Community Commercial District to M-1, Limited Manufacturing District, for the property located at 20 Park Avenue.

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

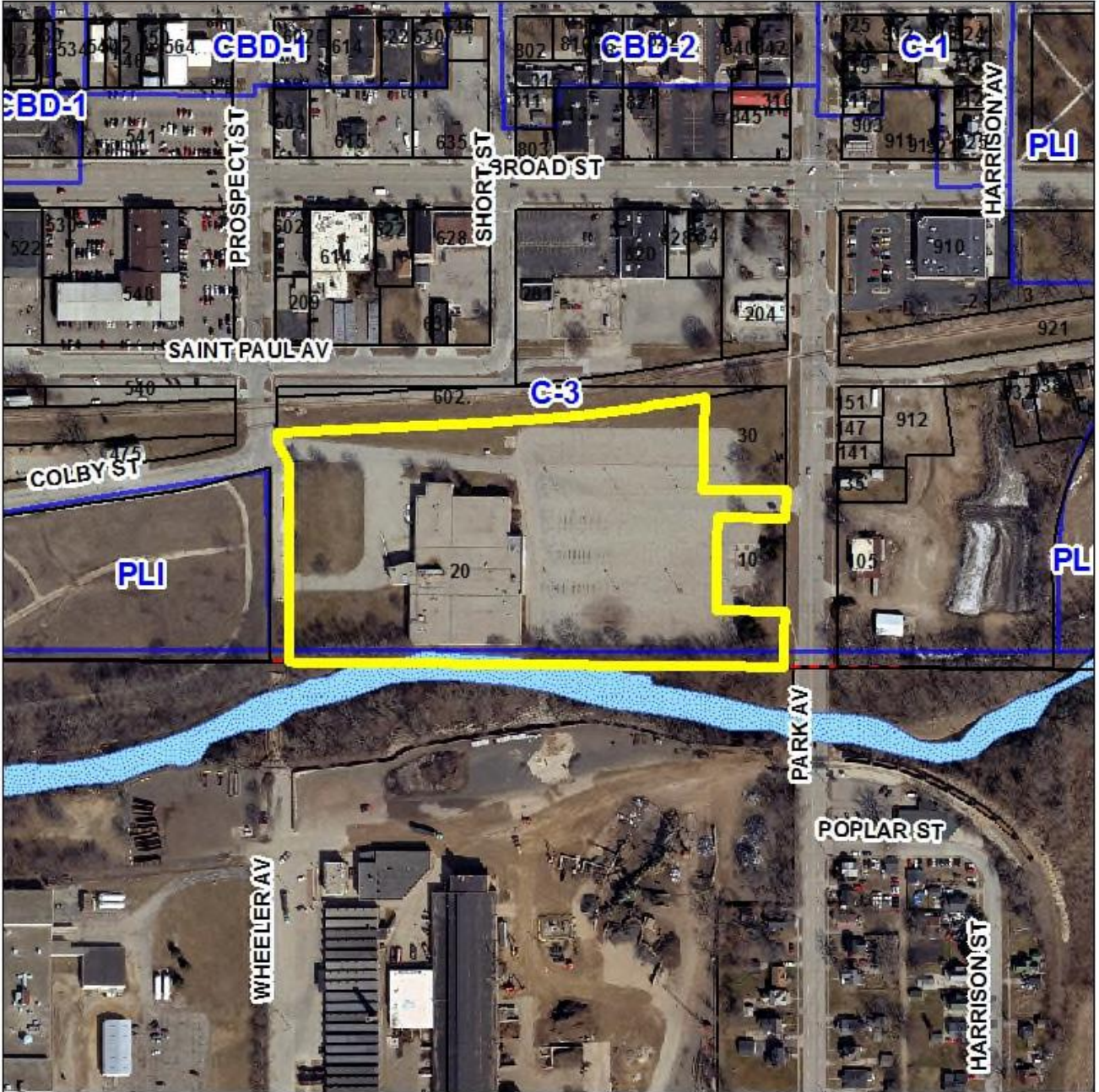
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**Attachments:** Location & Zoning Map, Application, Public Notice, and Mailing List.

# Location & Zoning Map

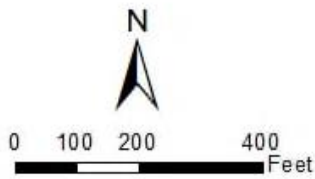
20 Park Ave

ZMA-2015-05



**Legend**

- 20 Park Avenue
- COB Parcels
- Zoning District



## Planning and Building Services Division

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

Document Path: \\smb\h\public\Information\Zoning\2015\ZMA-2015-05\20 Park Ave\20 Park Ave.mxd

# CITY of BELOIT

## PLANNING & BUILDING SERVICES DIVISION

100 State Street, Beloit, WI 53511

Phone: (608) 364-6700

Fax: (608) 364-6609

### Zoning Map Amendment Application Form

(Please Type or Print)

File No.: ZMA-2015-05

1. Address of subject property: 20 Park Ave

2. Legal description: Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_

(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): 13650890

4. Owner of record: James Athans, Integrated Lubricants of WI, Inc. Phone: \_\_\_\_\_

1001 Centralia St. E Elkhorn, WI 53121

(Address)

(City)

(State)

(Zip)

5. Applicant's Name: same

(Address)

(City)

(State)

(Zip)

(Office Phone #)

(Cell Phone #)

(E-mail Address)

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

Change zoning district classification from: C-3 to: M-1

All existing uses on this property are: active rehab of former

grocery store into light industrial facility.

7. All the proposed uses for this property are:

Principal use(s): Light Industrial (office and/or light production)

Secondary use(s): \_\_\_\_\_

Accessory use(s): \_\_\_\_\_



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

- Owner
- Leasehold, Length of lease: \_\_\_\_\_
- Contractual, Nature of contract: \_\_\_\_\_
- Other, explain: \_\_\_\_\_

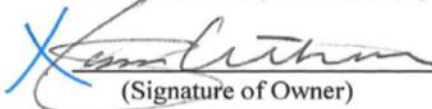
9. Individual(s) responsible for compliance with conditions (if any), if request is granted:

Name(s): \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_  
 (Address) (City) (State) (Zip)

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

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

 / JAMES ATHANS / 9-18-15  
 (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 Division for acceptance by the filing deadline date prior to a scheduled Plan Commission meeting. This application must be submitted with the \$275.00 application fee. Applicants will also be charged a fee for mailing public notices at the rate of \$0.50 per notice. An invoice for this fee will be sent to the applicant, and it is typically between \$5.00 and \$20.00.

To be completed by Planning Staff	
Filing Fee: <b>\$275.00</b>	Amount Paid: <u>\$275.00</u> Meeting Date: <u>Nov. 4, 2015</u>
Number of notices: _____	x mailing cost (\$0.50) = cost of mailing notices: \$ _____
Application accepted by: <u>Drew Pennington</u>	Date: <u>9/23/15</u>
Date Notice Published: _____	Date Notice Mailed: _____



CITY HALL • 100 STATE STREET • BELOIT, WI 53511  
Office: 608/364-6700 • Fax: 608/364-6609  
www.ci.beloit.wi.us  
Equal Opportunity Employer

## **NOTICE TO THE PUBLIC**

October 21, 2015

To Whom It May Concern:

James Athens has submitted an application for a Zoning Map Amendment to change the zoning district classification from C-3, Community Commercial District to M-1, Limited Manufacturing District, for the property located at:

**20 Park Avenue.**

This application is related to the applicant's other request before the City Council for an amendment to the Future Lane Use Map (Map 10) of the City of Beloit Comprehensive Plan: **20 Park Avenue** from Community Commercial to General Industrial. The applicant is in the process of rehabbing the property for industrial uses.

The following public hearings will be held regarding this application:

**City Plan Commission:** Wednesday, November 4, 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, December 7, 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.*

ATTN: ALYSSA MODLINSKI U S OIL CO INC  
425 BETTER WAY  
APPLETON, WI 54195

C/O BARBARA FINNEGAN CYRIL & BARBARA  
FINNEGAN REVOCABLE TRUST

P O BOX 26  
BELOIT, WI 53512

SOO LINE RAILROAD COMPANY  
120 S 6TH ST STE 190  
ATTN: REAL ESTATE  
MINNEAPOLIS, MN 55402

BMI LLC  
548 BROAD ST  
BELOIT, WI 53511

JNB INVESTMENTS LLC  
5100 WASHINGTON AVE  
RACINE, WI 53406

ROGER BRYDEN OOPS II LLC  
548 BROAD ST  
BELOIT, WI 53511

CYNTHIA ANDERSON  
135 PARK AVE  
BELOIT, WI 53511

IOWA CHICAGO & EASTERN RAILROAD  
CORP

120 S 6TH ST STE 700  
MINNEAPOLIS, MN 55402

C/O BARBARA FINNEGAN CYRIL & BARBARA  
FINNEGAN REVOCABLE TRUST  
P O BOX 26  
BELOIT, WI 53512

SOO LINE RAILROAD COMPANY  
120 S 6TH ST STE 190  
ATTN: REAL ESTATE  
MINNEAPOLIS, MN 55402

JAGGER BAY PROPERTIES LLC  
250 GARDEN LN STE 250  
BELOIT, WI 53511

BMI LLC  
548 BROAD ST  
BELOIT, WI 53511

ATTN: REAL ESTATE DEPT WISCONSIN  
POWER & LIGHT CO  
4902 N BILTMORE LN  
MADISON, WI 53707

C/O BARBARA FINNEGAN CYRIL & BARBARA  
FINNEGAN REVOCABLE TRUST

P O BOX 26  
BELOIT, WI 53512

CRISTOPHER PROCTOR  
1836 MANOR DR  
SOUTH BELOIT, IL 61080

COLE WG BELOIT WI LLC  
P O BOX 1159  
DEERFIELD, IL 60015

THE SALVATION ARMY  
11315 W WATERTOWN PLANK RD  
WAUWATOSA, WI 53226

PRETTY STREAM 1 LLC  
654 BLUFF ST  
BELOIT, WI 53511

**RESOLUTION**  
**AUTHORIZING A CONDITIONAL USE PERMIT TO ALLOW A RELIGIOUS**  
**INSTITUTION IN AN R-1B, SINGLE-FAMILY RESIDENTIAL DISTRICT,**  
**FOR THE PROPERTY LOCATED AT 1230 HOUSE STREET**

**WHEREAS**, the application of Marilyn Sloniker for a Conditional Use Permit to allow a Religious Institution in an R-1B, Single-Family Residential District, for the property located at 1230 House Street, having been considered by the City Council of the City of Beloit, Wisconsin at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication on file in the office of the City Clerk.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the City Council of the City of Beloit, Rock County, Wisconsin does hereby grant a Conditional Use Permit to allow a Religious Institution in an R-1B, Single-Family Residential District, for the property located at 1230 House Street in the City of Beloit, for the following described premises:

Lot 19 of House's Addition Unrecorded, Except Southern 160 feet, City of Beloit, Rock County, Wisconsin. Said parcel contains 0.347 acre, 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 the existing 1,800 square-foot building on the subject property as a church, including customary accessory uses. The existing sign structure must be removed completely or refaced to reflect the applicant's organization by April 1, 2016.
2. The applicant shall encourage parishioners to use the adjacent public parking lot in Krueger Park, and to limit their use of on-street parking in this residential area.
3. No residential use of any kind, including transitional or emergency housing, is allowed on the subject property.
4. The applicant shall maintain, and may not remove, the existing vegetative buffer along the southern and eastern perimeter of the subject property.
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 7<sup>th</sup> day of December, 2015.

**BELOIT CITY COUNCIL**

---

Charles M. Haynes, Council President

ATTEST:

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Lorena Rae Stottler, City Clerk

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Conditional Use Permit Application for the property located at 1230 House Street

**Date:** December 7, 2015

**Presenter(s):** Julie Christensen

**Department:** Community Development

---

**Overview/Background Information:**

Marilyn Sloniker has filed an application for a Conditional Use Permit to allow a Religious Institution in an R-1B, Single-Family Residential District, for the property located at 1230 House Street. The applicant recently purchased the subject property and intends to operate Hope For All International Fellowship in the former Kiddie Ranch afterschool building on the subject property.

---

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

- The building on the subject property is 1,800 square feet and was constructed in 1962. The applicant does not intend to make significant modifications to the existing building, and intends to utilize the adjacent public parking lot within Krueger Community Park when services are held.
- While Religious Institutions are permitted by-right in the PLI, Public Lands & Institutions District and higher density residential districts, they require a Conditional Use Permit in single-family districts.
- The subject property was used as a church more than a decade ago, and permit records show that the existing building was converted from a church into an afterschool facility in 2003.
- The attached Public Notice was sent to 8 nearby property owners. Planning staff received one written response from a neighbor who is cautiously supportive of the proposed church use, but concerned about potential conflicts.
- The Plan Commission reviewed this item on November 18, 2015 and voted unanimously (6-0) to recommend approval of the requested Conditional Use Permit, subject to the five conditions recommended by Planning staff.

---

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

- Consideration of this request supports Strategic Goal #5.

---

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

- **Reduce dependence upon fossil fuels** – Adaptive reuse projects reduce fossil fuel dependence by capitalizing on the embodied energy in existing structures.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
- **Meet the hierarchy of present and future human needs fairly and efficiently** – N/A

---

**Action required/Recommendation:**

- City Council consideration and action on the proposed Resolution

---

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

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

# CITY OF BELOIT

## REPORT TO THE BELOIT CITY PLAN COMMISSION



**Meeting Date:** November 18, 2015

**Agenda Item:** 4

**File Number:** CU-2015-11

**Applicant:** Marilyn Sloniker

**Owner:** Hope For All International Fellowship

**Location:** 1230 House Street

**Existing Zoning:** R-1B, Single-Family Residential District

**Existing Land Use:** Vacant Building

**Parcel Size:** 0.35 Acre

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### Request Overview/Background Information:

Marilyn Sloniker has filed an application for a Conditional Use Permit to allow a Religious Institution in an R-1B, Single-Family Residential District, for the property located at 1230 House Street.

---

### Key Issues:

- The applicant recently purchased the subject property and intends to operate Hope For All International Fellowship in the former Kiddie Ranch afterschool building on the subject property.
- The building on the subject property is 1,800 square feet and was constructed in 1962.
- The applicant does not intend to make significant modifications to the existing building, and intends to utilize the adjacent public parking lot within Krueger Community Park when services are held.
- While Religious Institutions are permitted by-right in the PLI, Public Lands & Institutions District and higher density residential districts, they require a Conditional Use Permit in single-family districts.
- The subject property was used as a church more than a decade ago, and permit records show that the existing building was converted from a church into an afterschool facility in 2003.
- The City's Review Agents did not submit any comments or concerns regarding the proposed church use.
- The application and a Location & Zoning Map are attached to this report.
- The attached Public Notice was sent to 8 nearby property owners. Planning staff has not received any comments.

#### Findings of Fact

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

- a. *Whether the establishment, maintenance, or operation of the conditional use will be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;*
  - The proposed Religious Institution will not endanger public health or welfare.
- b. *Whether the conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted;*
  - The proposed Religious Institution is not expected to cause noise, glare, emissions, traffic congestion, or other externalities that will interfere with the adjacent residential uses.
- c. *Whether the conditional use will substantially diminish or impair property values within the neighborhood of the subject property;*
  - As opposed to vacancy, continued occupancy of this institutional building will have a positive impact upon property values in the neighborhood.
- d. *Whether the establishment of the conditional use will impede the normal and orderly development and improvement of the surrounding property;*
  - The surrounding area is fully developed.
- e. *Whether the exterior architectural design or site layout of the proposed conditional use is so dissimilar or otherwise incompatible with existing or proposed development in the immediate neighborhood that it will cause a depreciation in property values;*
  - N/A – The applicant is not proposing any changes.
- f. *Whether adequate utilities, access roads, drainage or other necessary facilities will be available to serve the proposed use at the time of its occupancy or use;*
  - Adequate facilities and infrastructure are available to serve the subject property.
- g. *Whether adequate measures will be taken to minimize traffic congestion; and*
  - Those attending the applicant's church will utilize the large public parking area within Krueger Community Park, which satisfies the off-street parking requirements.
- h. *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.

---

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

The City's Comprehensive Plan recommends *Single-Family Residential – Urban* uses for the subject property. While this recommendation is intended to encourage single-family homes, the plan notes that small institutional uses such as churches are also appropriate on parcels within this category. This request and the underlying R-1B zoning classification are consistent with the Comprehensive Plan. Consideration of this request supports City of Beloit Strategic Goal #5.

---

**Sustainability:**

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

---

**Staff Recommendation:**

The Planning & Building Services Division recommends **approval** of a Conditional Use Permit to allow a Religious Institution in an R-1B, Single-Family Residential District, for the property located at 1230 House Street, based on the above Findings of Fact and subject to the following conditions:

1. This Conditional Use Permit authorizes the use of the existing 1,800 square-foot building on the subject property as a church, including customary accessory uses. The existing sign structure must be removed completely or refaced to reflect the applicant's organization by April 1, 2016.
2. The applicant shall encourage parishioners to use the adjacent public parking lot in Krueger Park, and to limit their use of on-street parking in this residential area.
3. No residential use of any kind, including transitional or emergency housing, is allowed on the subject property.
4. The applicant shall maintain, and may not remove, the existing vegetative buffer along the southern and eastern perimeter of the subject property.
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.

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

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

Photo of Existing Structure

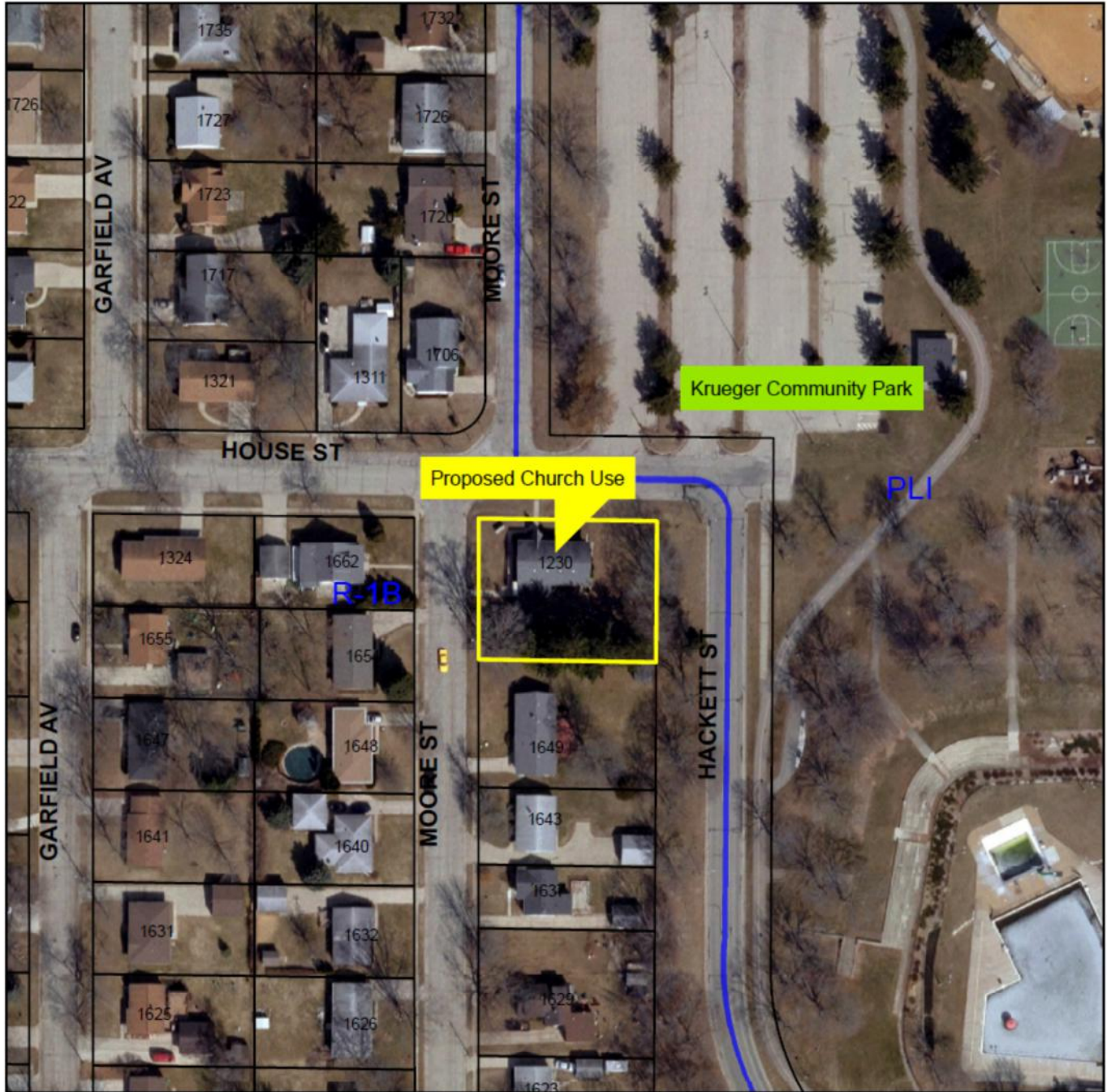




# Location & Zoning Map

1230 House Street



CU-2015-11



1 inch = 111 feet

0 15 30 60 90 Feet

## Legend

-  City Limits
-  Zoning District

Map prepared by: Drew Pennington, AICP  
Date: October 2015  
For: City of Beloit Planning & Building Services  
Date of Aerial Photography: March 2011

# PLANNING & BUILDING SERVICES DIVISION

# 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-2015-11

1. Address of subject property: 1230 House St

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): 12720875

4. Owner of record: Hope For All International Fellowship Phone: 608-322-8457  
1230 House St Beloit WI 53511  
(Address) (City) (State) (Zip)

5. Applicant's Name: Marilyn Stoniker  
1230 House St Beloit WI 53511  
(Address) (City) (State) (Zip)

608-322-8457 / \_\_\_\_\_ mmsloniker@yahoo.com  
(Office Phone #) (Cell Phone #) (E-mail Address)

6. All existing use(s) on this property are: daycare

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

A Conditional Use Permit for: church  
in a(n) R1B Zoning District.

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

Principal use: church

Secondary use: community services

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

9. Project timetable: Start date: Dec 8, 2015 Completion date: \_\_\_\_\_

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

- Owner (land contract)
- 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.

Marilyn Stonker / Marilyn Stonker / 10/23/15  
(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: \$275.00 Meeting date: Nov. 18, 2015

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

Application accepted by: Drew Ferguson Date: 10/23/15



## **NOTICE TO THE PUBLIC**

November 5, 2015

To Whom It May Concern:

Marilyn Sloniker has filed an application for a Conditional Use Permit to allow a Religious Institution in an R-1B, Single-Family Residential District, for the property located at:

**1230 House Street.**

The applicant recently purchased the subject property and intends to operate Hope For All International Fellowship in the former Kiddie Ranch Afterschool building on the property. The applicant does not intend to make significant modifications to the existing building, and intends to utilize the adjacent public parking lot within Krueger Community Park when services are held. While Religious Institutions are permitted by-right in the PLI, Public Lands & Institutions District and higher density residential districts, they require a Conditional Use Permit in single-family districts.

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

**City Plan Commission:** Wednesday, November 18, 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, December 7, 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 Drew Pennington, AICP in the Planning & Building Services Division at (608) 364-6711 or [penningtond@beloitwi.gov](mailto:penningtond@beloitwi.gov). Comments will be accepted via telephone, email, and U.S. Mail.*

<b>NAME</b>	<b>ADDRESS 1</b>	<b>ADDRESS 2</b>
Kimberly Zumwalt	1640 Moore Street	Beloit, WI 53511
Keith Schoon	1643 Moore Street	Beloit, WI 53511
Samuel Torress	1648 Moore Street	Beloit, WI 53511
William McCauley	1649 Moore Street	Beloit, WI 53511
Matilda Purifoy	1654 Moore Street	Beloit, WI 53511
Hope for All International Fellowship	1230 House Street	Beloit, WI 53511
Lois Vanderpal	1912 Excalibur Drive	Janesville, WI 53546
Nellie Laughlin	1706 Moore Street	Beloit, WI 53511
Leslie & Judith Williams	10540 E Apache Trail	Apache Jct, AZ 85120

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Community Development Block Grant – Disaster Recovery Funds

**Date:** December 7, 2015

**Presenter(s):** Greg Boysen

**Department(s):**

Community Development

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### Overview/Background Information:

The City of Beloit suffered damage to its streets and shoreline during the floods of June and July 2008. Governor Doyle declared a state of emergency in 31 counties, including Rock County. In 2008, the State of Wisconsin received Disaster Recovery funds from a variety of funding sources which were made available to communities impacted by those floods.

The City of Beloit had previously received \$2.2 million in Disaster Recovery funds, which were used to reconstruct and elevate Shirland Avenue, stabilize the shoreline of the Rock River from Public Avenue to the Rock River generating station, from the Riverside Park lagoon to the Henry Avenue bridge on the east side of the river and along the Post Office property, install a new flood wall by the Post Office, and raise the electrical transformers for the Shirland Avenue lift station.

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### Key Issues (maximum of 5):

1. The City of Beloit received an additional \$319,000 in Disaster Recovery Funds in 2015. The City of Beloit utilized the funds we were awarded to stabilize the stream bank on the westside of the Rock River between the Dam and Liberty Avenue.
2. City Council awarded the bids for this project on October 19 to Bjoin Limestone, Inc. The majority of the project is complete (see attached photos). The final pay on this project will be completed sometime in the next month or two.
3. The City's Citizen Participation Plan and the State require the City to give an update to the community on the project and to give citizens an opportunity to comment on the project. No action will be taken on this project this evening.

---

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

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

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

---

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

- **Reduce dependence upon fossil fuels**  
N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**  
N/A
- **Reduce dependence on activities that harm life sustaining eco-systems**  
N/A
- **Meet the hierarchy of present and future human needs fairly and efficiently**  
The program helped the City to stabilize the shoreline along the westside of the Rock River. This shoreline was eroded during the floods of 2008, and these funds enabled the City to complete the project without the use of City dollars.

**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:**

Hold the Public Hearing. No action is required.

---

**Fiscal Note/Budget Impact:**

No financial impact to the City.

Westside of the Rock River  
North of the Portland Avenue Bridge



Photo Taken from the East Side of the Rock River  
Rip Rap along Second Street North of the Portland Avenue Bridge





South of the Portland Avenue Bridge  
Photo Taken from Wood Family Bridge



South of the Portland Avenue Bridge  
Photo Taken from Wood Family Bridge





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

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

1. President Haynes called the meeting to order at 7:00 p.m. in the Forum at Beloit City Hall.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
  - a. Public Works Director Greg Boysen presented the Wisconsin Park & Recreation Association 2015 **Silver Star Award** to the Parks & Leisure Services Division for Beloit Dirty Dash to Director of Parks & Leisure Services Brian Ramsey and staff members Spencer Waite, Recreation Supervisor and Sonja Baden. Mr. Boysen shared that this is the 2<sup>nd</sup> year in a row that the Park and Recreation Division has received this award. This year's event had 340 participants and nearly 1,000 visitors to Big Hill Park. He congratulated the staff for outstanding accomplishments in this event. They presented a short video and announced the 2016 date. It can be viewed at: <https://www.youtube.com/watch?v=NzgRLZ9xIUy>
4. PUBLIC HEARINGS
  - a. Community Development Director Julie Christensen presented a proposed Ordinance amending the Future Land Use Map of the City of Beloit **Comprehensive Plan** to change the future land use designation for the property located at 1633 Keeler Avenue from Institutional & Community Services to Mixed Residential. The Plan Commission recommended denial of this item on a vote of 6-0. This is a required first reading. File 8697
  - b. Community Development Director Julie Christensen presented a resolution authorizing a **Planned Unit Development (PUD)** - Master Land Use Plan, for property located at 1633 Keeler Avenue (Kolak Education Center). The Plan Commission recommended denial of this item on a vote of 6-0. File 8697
  - c. Community Development Director Julie Christensen presented a proposed Ordinance amending the **Zoning District Map** to change the zoning district classification from PLI, Public Lands & Institutions District to PUD, Planned Unit Development District, for property located at 1633 Keeler Avenue (Kolak Education Center). The Plan Commission recommended denial of this item on a vote of 6-0. This is a required first reading. File 8697

President Haynes asked Ms. Christensen to present the items together. Commonwealth Development has submitted an application requesting an amendment to the Future Land Use Map (Map 10) of the City of Beloit Comprehensive Plan.

Ms. Christensen explained that the Commonwealth Development has submitted an application for review and consideration of a Planned Unit Development (PUD) - Master Land Use Plan and an application for a Zoning Map Amendment to change the zoning district classification from PLI, Public Lands & Institutions District to PUD, Planned Unit Development District for the Kolak Education Center property located at 1633 Keeler Avenue. Both of these

were also reviewed by the Plan Commission and voted unanimously (6-0) to recommend denial of the requested items.

After the deadline to submit items for council action, the Commonwealth Development came forward with an amended plan and seeks to withdraw this current proposal. The council has the opportunity tonight to hold the public hearings and then refer the items back to the Plan Commission to take up the amended plan. Because this plan has changed so much, she is recommending that the Council refer these three steps back to the Plan Commission who will review at their December 9<sup>th</sup> meeting and will return to the Council for consideration at their December 21<sup>st</sup> meeting. She did explain that because these were on the agenda for a Public hearing we do need to hold them this evening even if the desire is to refer back to Plan.

President Haynes explained to the audience that while he is glad people have come out to express their opinions about this matter, it is likely that this plan will be referred back to the Plan Commission and that the items will return in December for new Public Hearings. He hopes that people will come at that time to express themselves but he offered the floor to those wishing to speak this evening.

President Haynes opened the Public Hearing on item 4.a. The following people spoke in opposition of the Plan:

- Tom Brooks, 1221 LaSalle Street
- Carol Allen, 1230 Partridge
- Peter Harrer, 1210 Evergreen
- Judy Felder, 1223 Partridge
- Michael Kearney, 1226 Evergreen

President Haynes closed the Public Hearing on item 4.a. Councilors Sloniker and Hendrix made a motion to refer item 4.a back to the Plan Commission. Motion carried, voice vote 5-0.

President Haynes opened the Public Hearing on item 4.b. No one else spoke on items 4.b. President Haynes closed the Public Hearing on item 4.b. Councilors Hendrix and De Forest made a motion to refer item 4.b. back to the Plan Commission. Motion carried, voice vote 5-0.

President Haynes opened the Public Hearing on item 4.c. No one else spoke on items 4.c. President Haynes closed the Public Hearing on item 4.c. Councilors Kelly and Sloniker made a motion to refer item 4.c. back to the Plan Commission. Motion carried, voice vote 5-0.

City Manager Lori Luther stated that as a matter of public record, she wanted the public to know that there is a valid protest petition on this matter and because of that a super majority vote would have been necessary had the Council acted on the matter this evening.

5. CITIZEN PARTICIPATION-None

6. CONSENT AGENDA

Councilor Sloniker asked to remove item 6.d from the consent agenda. Councilors De Forest and Hendrix made a motion to adopt the consent agenda including all items except 6.d. Motion carried, voice vote 5-0.

- a. The **Minutes** of the Regular Meeting of November 2, 2015 were approved.
- b. A resolution approving a **Class "B" Beer and "Class C" Wine** License for The Noodle Shop, Co.-Colorado, Inc., d/b/a Noodles & Company, located at 2900 Milwaukee Road was approved. File 8688
- c. A resolution approving a **Class "B" Beer and "Class B" Liquor** License for Palermo Enterprise, LLC, 648 Fourth Street was approved. File 8688
- e. A resolution authorizing **Final Payment** of Public Works Contract C15-03, Concrete Pavement Repair was approved. File 8674
- f. A resolution authorizing **Final Payment** of Public Works Contract C15-05, Sealcoating was approved. File 8677

- g. A resolution authorizing **Final Payment** of Public Works Contract C14-14, Eagles Ridge Pedestrian Path was approved. File 8657

Councilor Sloniker left the room prior to a vote on item 6.d. President Haynes explained that Councilor Sloniker recused herself from item 6.d. as a matter of conflict of interest as this is an application she has submitted. Community Development Director Julie Christensen presented the staff report on the item. Councilors De Forest and Hendrix made a motion to approve item 6.d. Motion carried, voice vote 4-0.

- d. An application for a **Conditional Use Permit** to allow a religious institution in an R-1B, Single Family Residential District, for the property located at 1230 House Street was referred to Plan Commission. File 8055

## 7. ORDINANCES

- a. City Attorney Elizabeth Krueger presented a proposed Ordinance to amend section 15.06(3)(a) & (b) of the Code of General Ordinances for the City of Beloit relating to **Alcohol Possession and Consumption, but not sale, of fermented malt beverages or wine** for a second reading. Attorney Krueger explained that City ordinance allows the issuance of beer and wine picnic licenses for consumption or possession (and not sale) of beer or wine in the Leeson, Big Hill, Telfer, Wootton, Summit, George Hilliard, and Riverside Parks and the Krueger recreation area. The wine and beer permits are currently issued by the Police Department. Staff believes that it will be better customer service to move those responsibilities to the Division of Parks and Leisure Services. This will provide customers with a "one-stop shop" for renting park shelters and obtaining any desired permits. Parks staff will review and ensure the requirements of the ordinance are met prior to issuance. Councilors Kelly and De Forest made a motion to approve the Ordinance as presented. Motion carried, voice vote 5-0. File 5663

## 8. APPOINTMENTS

President Haynes announced the openings and submitted the following appointment to City Committees, Boards, and Commissions for approval. Councilors De Forest and Hendrix made a motion to approve the appointments presented. Motion carried, voice vote 5-0.

- a. **Landmarks Commission:** Incumbents Alex Blazer and Ruth Vater, to terms ending October 31, 2018. File 5860

## 9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor Hendrix welcomed all the students from Beloit Memorial High School in the audience. She invited the public to attend the musical Rent at Beloit College for the final 4 shows this weekend.
- Councilor Sloniker attended her regular meetings.
- Councilor Kelly attended the Visit Beloit press conference today, 3 of the 4 BIF planning meetings, the Reach business advising meeting, the joint Chamber ambassadors meeting and the Diversity ad-hoc meeting at the school district.
- Councilor De Forest welcomed Nora Gard of the Beloit School Board in the audience. She attended the Diversity ad-hoc meeting at the school district and the community leader's breakfast. She highly encouraged the youth in the room to consider filling a youth vacancy on the Parks and Golf Commissions.
- President Haynes had nothing to add.

## 10. CITY MANAGER'S PRESENTATION

- b. Library Director Nick Dimassis and Jeni Schomber presented on the **Library Play & Read Grant** received from Department of Public Instruction. With them were two of the four AmeriCorps interns (Shari-Ann and Meghan) who were helping with grant implementation. They gave a verbal description of the Grant program that seeks to work with families with 3 and 4 year olds with early

reading opportunities through play. There are currently three weekly play groups on Monday from 1-2 pm, Tuesday from 1-2 pm and Wednesday from 3-4 pm and run for 12 weeks. This is a free program. The program is not designed as a hand-off from caregiver to staff member. Instead, the program seeks to involve the caregiver with the child to promote literacy skills at home.

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Fire Chief Brad Liggett presented a resolution **approving City Policy** for Grant Application, Notification and Evaluation. He explained that this policy has been in place since 1995 without updates and was in need of updates. This resolution addresses the updates needed to be current. Councilors Sloniker and De Forest made a motion to approve the policy as presented. Motion carried, voice vote 5-0. File 7376
- b. Fire Chief Brad Liggett presented a resolution authorizing Application and Acceptance of a **Community Grant** from the Walmart Foundation for "Shop with a Hero" Program and amending the 2015 General Fund Operating Budget for this Grant Program. This is an annual grant. Councilors Hendrix and Sloniker made a motion to approve the resolution as presented. Motion carried, voice vote 5-0. File 8703
- c. Fire Chief Brad Liggett presented a resolution **amending the 2015 Capital Improvement Budget** for the Purchase of Self Contained Breathing Apparatus Equipment for Technical Rescue. He explained that in 2015 the fire department purchased new self-contained breathing apparatus from a CIP project. We were not able to complete the project with the funds originally appropriated. We need an additional \$21,000 to finish the project. The old SCBA units were collected and sent to two different companies for re-sale by those companies. The fire department projected proceeds from these companies that totaled approximately \$16,000. We have already received \$10,114 and are expecting to receive another check for approximately \$5,900 in the next few weeks. An additional allocation of \$1,764 from other unexpended CIP projects and \$3,236 of fund balance in the capital improvements fund will help us complete the project. Councilors Sloniker and Kelly made a motion to approve the resolution as presented. Motion carried, voice vote 5-0. File 7947

12. ADJOURNMENT.

Councilors Sloniker and Hendrix made a motion to adjourn the meeting at 8:00 p.m. Motion carried.

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Lorena Rae Stottler, City Clerk

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

Date approved by City Council: December 7, 2015

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Installation of a Memorial Garden at Horace White Park (825 E Grand Ave) – Council Referral to the Plan Commission

**Date:** December 7, 2015

**Presenter(s):** Julie Christensen

**Department(s):** Community Development

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### Overview/Background Information:

Beloit Family Services has requested that the Plan Commission and City Council review their proposal to install a memorial garden, dedicated to those who have suffered from interpersonal violence, in Horace White Park located at 825 East Grand Avenue.

---

### Key Issues:

- The Plan Commission and City Council are required by Wisconsin Statutes to review & approve public memorials.
- The memorial will consist of a pergola, benches, a deep-tone wind chime, a central rock sculpture, perennials, and a brick-style patio area. A complete description and rendering, designed by Angus Young and Associates of the proposed monument, is attached.
- Beloit Family Services is located directly across from Horace White Park and will use volunteers to perform maintenance and upkeep on the memorial garden.
- As noted in the attached materials, this proposed project is being funded entirely by Beloit Family Services.
- The Parks, Recreation, and Conservation Advisory Commission recommended approval of the garden at the September 9, 2015 meeting.
- The Certificate of Appropriateness for the proposed garden was approved by the Landmarks Commission on November 17, 2015.

---

### 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 December 9, 2015 meeting
- This item will most likely return to the City Council for review and possible action on December 21, 2015

---

**Fiscal Note/Budget Impact:** Beloit Family Services will be funding materials and installation of the garden. The Parks and Leisure Service Division anticipates a minimal impact to annual operation funds.

---

**Attachments:** Proposed Memorial Rendering & Description

**PARKS & RECREATION COMMISSION  
NEW BUSINESS ACTION REPORT – ITEM A**

**MEETING DATE**      September 9, 2015

**TITLE:**              Review and consideration of a Remembrance Garden in Horace White Park as proposed and presented by Beloit Family Services.

**BACKGROUND**

In October, 2014, John Pfleiderer, Executive Director of Family Services in Beloit, first addressed the Commission regarding their conceptual idea to develop a Remembrance Garden in Horace White Park. The purpose of the garden would be dedicated to those who have suffered from interpersonal violence and is intended to create a place for meditation. Currently, they are working with Angus Young Architecture in order to create an appropriate design which may include a pergola, benches, a deep-tone wind chime, a central rock sculpture, perennials, and would include a brick-style patio area. As Family Services is located directly across College from Horace White Park, they are interested in sponsoring this new feature within the park, and would like to review design and location for this proposed project with the Parks & Recreation Commission.

Furthermore, Family Services indicated that they would seek volunteers to adopt the new garden area in regards to maintenance and upkeep.

Since our initial meeting, we have had several discussions regarding this design, which include the impact within the park and the how it fits within the scheme and scope of the Master Plan for Horace White Park which was created in 2009.

Enclosed is a design plan from Angus Young regarding the construction of a Pergola as the central focus point of the garden, and a proposed garden designed as completed by the city's Horticultural Specialist, Sam Huffman. At the requested by Family Services, the plant material for the garden area has specifically been design with plants that generally attract butterflies as they are attempting to establish a theme for the garden.

**BUDGET & FINANCIAL IMPACT**

Family Services would be donating the garden and paying for the installation of all materials. Even though Family Services plan to use volunteers in regards to long-term care of the garden, the Parks & Leisure Service Division anticipates minimal impact to

our annual operation funds as related to long-term maintenance and care of the garden within the park.

**OPTIONS**

NA

**PROJECT TIMELINE**

- Determination of a generalized location within the park site at tonight's meeting.
- An appropriate design would need to be reviewed at a Landmarks Commission Meeting due to the historic significance of this park site.
- Upon approval of the Parks Commission and the Landmarks Commission, a presentation would be scheduled for review with City Council to accept the project.
- Currently, it may be possible to begin the construction of the Pergola yet this fall, and the development of the landscaping garden next spring of 2016.

**STAFF RECOMMENDATION**

Based upon several planning meetings with John Pfeiderer, the staff has no objections to the proposed project, and highly recommends support of this project by Parks & Recreation Commission.



Angus  
Young

Architecture | Engineering  
Interiors | Landscape

— Balance in Creativity

[www.angusyoung.com](http://www.angusyoung.com)



# Remembrance Garden



8 PARTIAL PARK SITE PLAN  
SCALE: 1/8" = 1'-0"

10 LONGITUDINAL WALL SECTION  
SCALE: 1/8" = 1'-0"

11 TRANSVERSE WALL SECTION  
SCALE: 1/8" = 1'-0"

12 CORNER DETAIL  
SCALE: 1/8" = 1'-0"

13 TRANSVERSE SECTION  
SCALE: 1/8" = 1'-0"

21 LONGITUDINAL SECTION  
SCALE: 1/8" = 1'-0"

22 EAST ELEVATION  
SCALE: 1/8" = 1'-0"

23 SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



3 FRAMING PLAN  
SCALE: 1/8" = 1'-0"

4 FLOOR PLAN  
SCALE: 1/8" = 1'-0"

DETAILS: 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED. 2. FINISHES TO BE DETERMINED BY THE ARCHITECT. 3. MATERIALS TO BE DETERMINED BY THE ARCHITECT. 4. CONSTRUCTION METHODS TO BE DETERMINED BY THE ARCHITECT.

REVISION	DATE	BY	CHKD

**Angus Lyons**  
Architects  
Interior Design  
1111 North Lincoln Street  
Chicago, IL 60610  
Tel: 312.467.1111  
Fax: 312.467.1112  
www.anguslyons.com

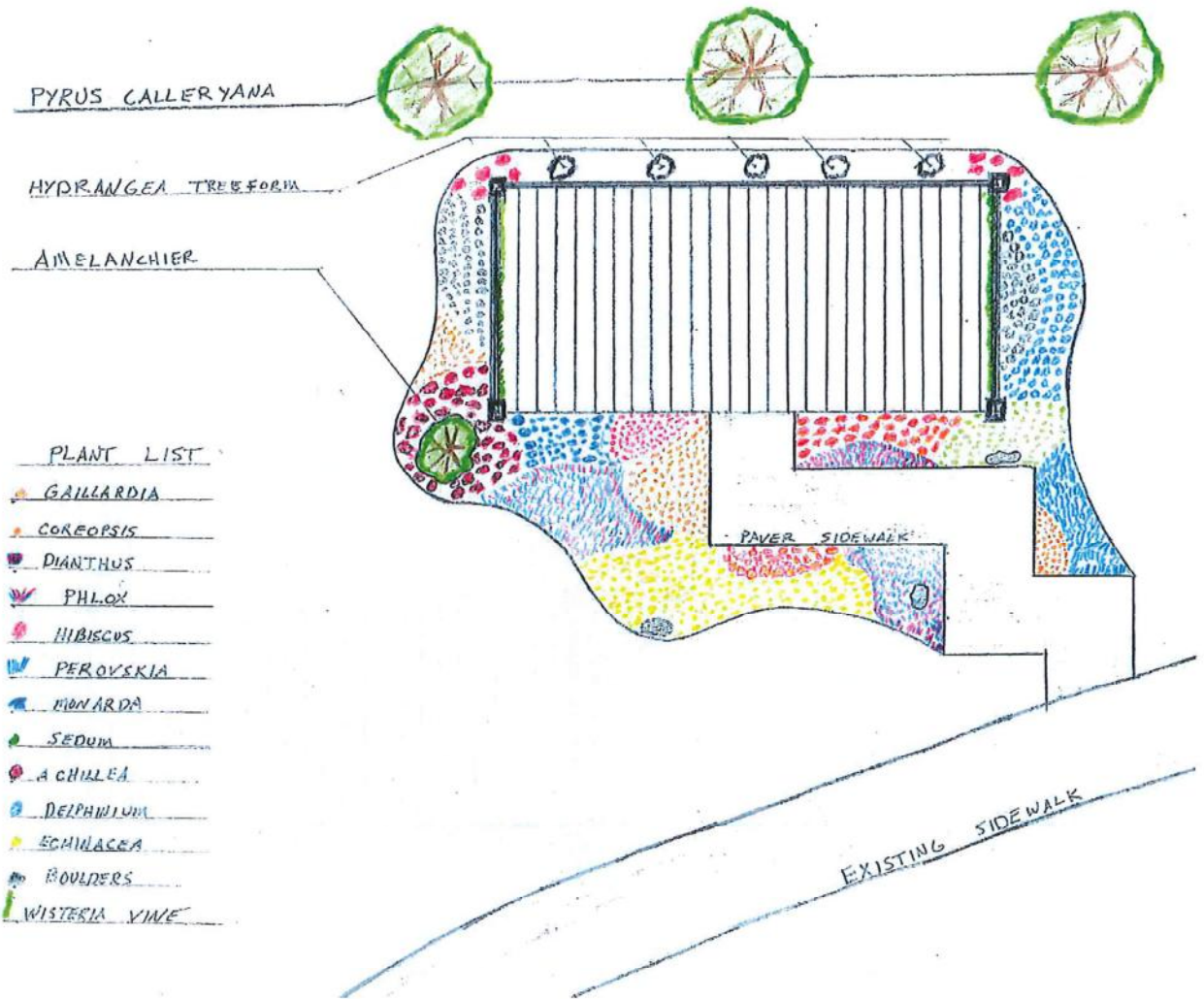
REMEMBRANCE GARDEN  
PERGOLA  
FAMILY SERVICES OF BELOIT  
BELOIT, WI

PROJECT NUMBER	DATE

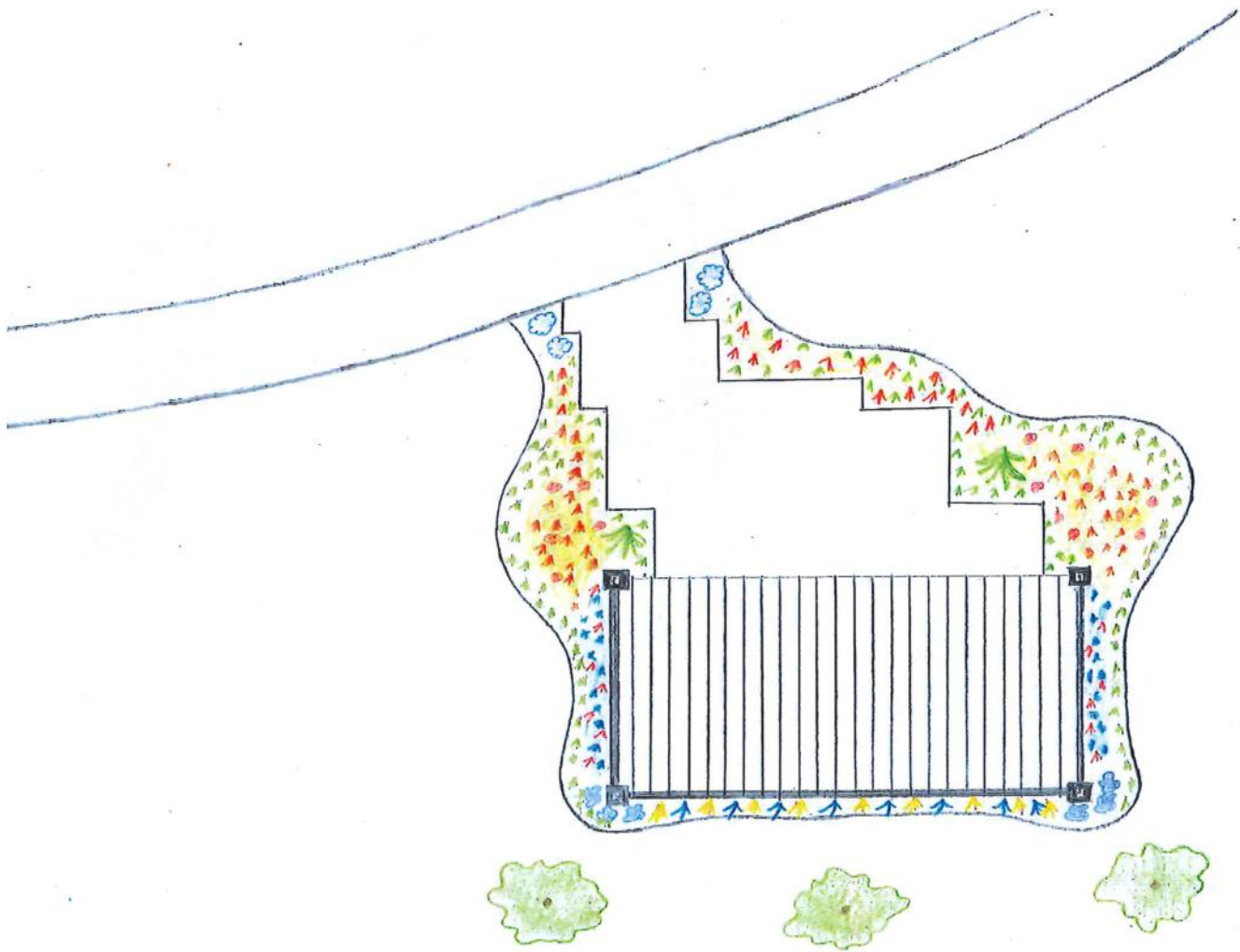
A101

PRELIMINARY - NOT FOR CONSTRUCTION

Landscaping Option A



Landscaping Option B



**RESOLUTION**  
**AMENDING THE MUTUAL COOPERATION AGREEMENT**  
**UNDER THE NATIONAL AFFORDABLE HOUSING ACT**

**WHEREAS**, the City of Beloit entered into a Mutual Cooperation Agreement (Intergovernmental Agreement) Under the National Affordable Housing Act with Rock County and the City of Janesville in order to obtain HOME Investment Partnership Program (HOME) funds, and

**WHEREAS**, the Mutual Cooperation Agreement outlines how funds for the Consortium will be distributed, and

**WHEREAS**, the agreement currently indicates that the cities of Beloit and Janesville shall administer the HOME program within their respective municipal boundaries, and Rock County shall administer its program within the municipal boundaries of all cities and villages in Rock County except Beloit and Janesville and within the boundaries of all unincorporated areas in Rock County, and

**WHEREAS**, the cities of Beloit and Janesville and Rock County are partners in the 2013-2016 Lead Hazard Control and Healthy Homes Grant, and

**WHEREAS**, due to lack of demand, Rock County has an interest in providing Lead Grant funding within the municipal boundaries of the City of Janesville, and

**WHEREAS**, it is desirable to undertake home improvement projects, which address both lead hazards using Lead Hazard Control Grant funds and non-lead hazards using HOME Program funds, to ensure that all housing hazards are addressed, and

**WHEREAS**, the impact of these modifications are minimal to positive on the City of Beloit, and we are a party to the Mutual Cooperation Agreement and must approve the changes, and

**WHEREAS**, the City Council finds that it is advantageous to the City of Beloit to amend the Mutual Cooperation Agreement.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Beloit, Rock County, Wisconsin approves the Second Amendment to the Mutual Cooperation Agreement Under the National Affordable Housing Act.

Adopted this 7th day of December, 2015.

**BELOIT CITY COUNCIL**

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Charles M. Haynes, Council President

ATTEST:

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Lorena Rae Stottler, City Clerk

## **CITY OF BELOIT REPORTS AND PRESENTATIONS TO CITY COUNCIL**

---

**Topic:** Amendment to the Mutual Cooperation Agreement Under the National Affordable Housing Act

**Date:** December 7, 2015

**Presenter(s):** Julie Christensen

**Department:** Community Development

---

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

In July 2001, the City of Beloit, Rock County and City of Janesville formed the Rock County HOME Consortium and entered into a Mutual Cooperation Agreement Under the National Affordable Housing Act. This allows us to receive HOME funds directly from the Department of Housing and Urban Development (HUD). This agreement awards funds to a Community Housing Development Organization (CHDO) in Beloit and the cities of Beloit and Janesville and Rock County. It also sets aside funds for weatherization activities on a county-wide basis (see attached agreement signed in 2001).

---

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

1. According to the Mutual Cooperation Agreement, the cities of Beloit and Janesville will administer the HOME program within their respective municipal boundaries, and Rock County will administer the HOME program within the remainder of Rock County excluding the cities of Beloit and Janesville.
  2. Rock County and the cities of Beloit and Janesville are currently partners in a Lead Hazard Control and Healthy Homes Grant, and Rock County would like to provide some of their Lead Hazard Control and Healthy Homes funds within the municipal boundaries of Janesville. Because it works well to be able to use Lead funds in concert with the HOME funds to complete housing rehabilitation projects, Rock County has requested the ability to use its HOME funds within the municipal boundaries of the City of Janesville.
  3. This amendment will only allow Rock County to use its HOME funds in Janesville during the performance period of the 2013-2016 Lead Hazard Control and Healthy Homes Grant. These Lead funds are required to be under contract by July 31, 2016.
  4. In order for Rock County to use its HOME funds in Janesville, the Mutual Cooperation Agreement is required to be amended.
- 

### **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 - Apply 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** – Not applicable

- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – Not Applicable
- **Reduce dependence on activities that harm life sustaining eco-systems** – Not Applicable
- **Meet the hierarchy of present and future human needs fairly and efficiently** – This proposal would allow Rock County to utilize its HOME funds to meet the needs of Rock County residents.

---

**Action required/Recommendation:**

Consideration of the attached resolution.

---

**Fiscal Note/Budget Impact:**

This has no fiscal or budget impact on the City of Beloit's budget.

---

**Attachments:**

Resolution and Agreement



**SECOND AMENDMENT  
TO  
MUTUAL COOPERATION AGREEMENT UNDER THE NATIONAL AFFORDABLE HOUSING ACT  
BETWEEN AND AMONG THE CITY OF JANESVILLE, A WISCONSIN MUNICIPAL CORPORATION, THE CITY  
OF BELOIT, A WISCONSIN MUNICIPAL CORPORATION AND THE COUNTY OF ROCK, A POLITICAL  
SUBDIVISION OF THE STATE OF WISCONSIN**

Whereas, the City of Janesville (hereinafter “Janesville”), City of Beloit (hereinafter “Beloit”) and County of Rock (hereinafter “Rock County”) entered into a Mutual Cooperation Agreement dated July 13, 2001 to form a Federal HOME Program Consortium to provide local decision-making and annual funding under the provisions of the HOME Investment Partnership Act; and

Whereas, the Consortium provides annual funding to the Consortium members for programs such as: housing rehabilitation, down payment and closing cost assistance, new construction of owner-occupied and rental housing units, purchase/rehabilitation/resale of owner-occupied units, and other eligible programs under the HOME Investment Partnership Act; and

Whereas, Section 4 of the Mutual Cooperation Agreement addresses the administration of the grant and indicates that each administrative member will administer the HOME Program within their respective boundaries; and

Whereas, Janesville, Beloit, and Rock County are the administrative members of the Mutual Cooperation Agreement; and

Whereas, Janesville, Beloit and Rock County are partners in a Lead Hazard Control and Healthy Homes Grant; and

Whereas, Rock County intends to direct Lead Hazard Control and Healthy Homes funding to the areas of greatest need throughout the County, including the City of Janesville; and

Whereas, it is desirable to undertake home improvement projects, which address both lead hazards using Lead Hazard Control Grant Funds and non-lead hazards using HOME Program funds to ensure that all housing hazards are addressed; and

Whereas, the administrative members desire to amend the agreement to temporarily allow Rock County to utilize their HOME funding allocation within the City of Janesville in conjunction with projects undertaken as part of the Lead Hazard Control and Healthy Homes Grant; and

NOW THEREFORE, JANESVILLE, BELOIT AND ROCK COUNTY HEREBY AGREE AS FOLLOWS:

1. Section 4(c) of the Agreement shall be amended to read as follows:

“The County of Rock will administer the HOME Program on behalf of all members excluding the Cities of Janesville and Beloit. The County of Rock will administer the HOME program within the municipal boundaries of all members excluding the Cities of Beloit and Janesville, and within the boundaries of all unincorporated areas in Rock County. Notwithstanding the aforementioned restriction, beginning on the effective date of the Second Amendment, the County of Rock may utilize their allocated HOME Program funds to undertake housing rehabilitation projects within the City of Janesville until the expiration of the performance period of the 2013-2016 Lead Hazard Control and Healthy Homes Grant.”

2. All other terms, provisions, obligations, and promises set forth in the Agreement not specifically amended in this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, by signing below, the Parties agree to the terms in this Second Amendment.

*Signature page to follow*

**CITY OF JANESVILLE**

BY: \_\_\_\_\_  
Jennifer Petruzzello, Neighborhood & Community Services Dir.

DATE \_\_\_\_\_

BY: \_\_\_\_\_  
David Godek, City Clerk-Treasurer

DATE \_\_\_\_\_

Approved as to form:

BY: \_\_\_\_\_  
Wald Klimczyk, City Attorney

DATE \_\_\_\_\_

**CITY OF BELOIT**

BY: \_\_\_\_\_  
Lori S. Curtis Luther, City Manager

DATE \_\_\_\_\_

Attest: \_\_\_\_\_  
Lori Stottler, City Clerk

DATE \_\_\_\_\_

BY: \_\_\_\_\_  
Eric Miller, City Comptroller

DATE \_\_\_\_\_

Approved as to form:

BY: \_\_\_\_\_  
Elizabeth A. Krueger, City Attorney

DATE \_\_\_\_\_

**COUNTY OF ROCK**

BY: \_\_\_\_\_  
Billy Bob Grahn, Chair, Rock County Housing Authority

DATE \_\_\_\_\_

BY: \_\_\_\_\_  
Colin Byrnes, Planning and Development Director

DATE \_\_\_\_\_

Approved as to form:

BY: \_\_\_\_\_  
Jodi Timmerman, Corporation Counsel

DATE \_\_\_\_\_

**RESOLUTION**  
**AUTHORIZING FINAL PAYMENT OF PUBLIC WORKS CONTRACT C15-02**  
**Bayliss Avenue Rehabilitation Nelson to Railroad**

**WHEREAS**, work under this contract has been completed satisfactorily and in conformance with the requirements of the contract; and

**WHEREAS**, This project rehabilitated rough pavement on Bayliss Avenue between Nelson Avenue and the railroad tracks; and

**WHEREAS**, the city engineer, comptroller, and attorney recommend final payment to the contractor.

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Beloit City Council that Rock Road Companies, Inc. be paid \$9,866.97 as the final payment for Public Works Contract C15-02 Bayliss Avenue Rehabilitation Nelson to Railroad as recommended by the City Engineer.

Dated at Beloit, Wisconsin, this 7<sup>th</sup> day of December 2015.

**BELOIT CITY COUNCIL**

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

ATTEST:

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

# CITY OF БЕЛОIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL



**Topic:** Final Payment for Contract C15-02, Bayliss Avenue Rehabilitation Nelson to Railroad

**Date:** December 7, 2015

**Presenter(s):** Gregory Boysen

**Department(s):** Public Works/ Engineering

---

**Overview/Background Information:**

This project rehabilitated rough pavement on Bayliss Avenue between Nelson Avenue and the railroad tracks

---

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

1. The requirements of the contract have been completed to the satisfaction of the City.
2. The awarded contract amount was \$ 143,904.29  
Quantity increases and change orders \$ 12,196.68  
Net payment due contractor \$ 156,100.97
3. The City Engineer, City Attorney, and Director of Accounting recommend that a final payment be made to Rock Road Companies, Inc. in the amount of \$9,866.97

---

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

1. **Develop a high quality community through the responsible stewardship and enhancement of City resources to further Beloit's resurgence as a gem of the Rock River Valley.**
  - This project enhances the quality of life in Beloit by improving the appearance and quality of ride and improving pedestrian safety on this street while lowering street maintenance costs.

---

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

- **Reduce dependence upon fossil fuels**  
n/a
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**  
n/a
- **Reduce dependence on activities that harm life sustaining eco-systems**  
n/a
- **Meet the hierarchy of present and future human needs fairly and efficiently**  
The improved pavement meets the present and future human needs by extending the life of the pavement, increasing pedestrian safety, and reducing pavement maintenance.

---

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

---

**Action required/Recommendation:**

Approval of the Resolution authorizing the Final Payment.

---

**Fiscal Note/Budget Impact:**

Adequate funding is available in the 2015 Capital Improvement Plan. The Town of Beloit has agreed to reimburse the City for their share in the amount of \$60,892.39. LRIP reimbursement is applied in the amount of \$82,516.81.

**CITY OF BELOIT**  
**DEPARTMENTAL CORRESPONDENCE**

---

**TO:** Lori Stottler

**FROM:** Andy Hill, Project Engineer 

**DATE:** ~~December 4, 2015~~ Nov. 24

**SUBJECT:** **Final Payment Contract C15-02**

**Bayliss Avenue Rehabilitation Nelson to Railroad**

The final payment process is now in step five for this project. Attached are original documents with signatures for the file:

- a. Council action sheet prepared by City Engineer recommending final pay.
- b. The Resolution to Council.
- c. Memo from Project Engineer to City Engineer.
- d. Financial Analysis of Project prepared by Accounting, aka Budget Statement.
- e. Letter of approval from the City Attorney.
- f. The Claim voucher signed by City Engineer.
- g. The final Pay Estimate Form, signed by the P.E., the City Engineer, and the Contractor.
- h. There were no Change Orders on this contract.
- i. Agreement for payment and release signed by contractor.
- j. Affidavit of compliance with the prevailing wage rate.
- k. A list of four subcontractors appears on page 21 of the contract book, and attached are lien waivers from the four subcontractors. The project engineer has not been notified of the filing of any liens regarding this project.
- l. There were no Special Assessments for this project.
- m. There is an original contract on file in your office.
- n. A Pavement Maintenance Bond.


Please schedule this for the regular meeting of City Council on December 21, 2015. After approval by Council, the original Purchase Order will need to be forwarded to Accounting to draw the check. The other original documents should be filed with the subject contract.

Thank you for your assistance in this matter.

**CITY OF BELOIT**  
**DEPARTMENTAL CORRESPONDENCE**

---

**TO:** Mike Flesch

**FROM:** Andy Hill, Project Engineer 

**DATE:** November 12, 2015

**SUBJECT:** Final Payment Contract C15-02  
Bayliss Avenue Rehabilitation Nelson to Railroad

The work on this project was completed on May 28, 2015. I have inspected the work and find it to be satisfactory and in compliance with the requirements of the contract. The contractor has asked for final payment. The project was inspected by city staff. The final payment quantities have been approved by the contractor.

The original contract amount was for \$143,904.29, and the final contract amount is \$156,100.97. The increase in cost was due to removal of unstable subgrade where the flyash application was ineffective. Payments to date under this contract total \$146,234.00, and all lien waivers from subcontractors are on file.

Therefore, I recommend a final payment in the amount of \$9,866.97 be made to Rock Road Companies, Inc.

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF БЕЛОIT, WISCONSIN AND ROCK COUNTY, WISCONSIN  
FOR THE PROVISION OF PARATRANSIT SERVICES**

The City Council for the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached "Intergovernmental Transportation Services Agreement" between the City of Beloit and the County of Rock be, and is hereby, approved.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to execute the Agreement and to execute any other documents or take any other action necessary to effectuate the purpose of this resolution.

Adopted this 7<sup>th</sup> day of December, 2015.

**City Council of the City of Beloit**

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

**Attest:**

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



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic: Approval of the 2016 Intergovernmental Transportation Services Agreement (Complementary Paratransit Service for Individuals with Disabilities) By and Between the City Of Beloit and the County Of Rock**

**Date: December 7, 2015**

**Presenter(s): Michelle Gavin**

**Department(s): Public Works/Transit**

---

**Overview/Background Information:**

A Request for Capabilities Statement (RFC) was issued in September 2016. Analysis reveals that the County remains the only responsive and responsible vendor with sufficient capabilities addressed in the RFC.

---

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

1. The Federal Transit Administration (FTA) (49 U.S.C. 5303), and Title III of the Americans with Disabilities Act of 1990 ("ADA"), require that in addition to the wheelchair-accessible fixed route bus service already provided by BTS, the City must also provide Paratransit service as a complement to its regular fixed-route transit service for certain defined groups of disabled persons.
  2. The current contracted provider of Paratransit service is the County. The current Paratransit Intergovernmental Agreement with the County dates back to 2009.
  3. It is advised that Council adopt the updated Intergovernmental Agreement to comply with FTA guidance.
  4. A Request for Capabilities Statement (RFC) was issued in September 2016. Following FTA guidance, a notice of intent to enter into a sole source contract was publicized October 23, 2015, with no responses.
  5. Analysis reveals that the County remains the only responsive and responsible vendor with sufficient capabilities addressed in the RFC.
- 

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

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

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**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** – YES. Public transit uses between one fifth and one half of the amount of energy per passenger mile that automobiles use
    - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
    - **Reduce dependence on activities that harm life sustaining eco-systems** – YES
    - **Meet the hierarchy of present and future human needs fairly and efficiently** – YES
- 

**Action required/Recommendation:**

Transit recommends that Council accept the 2016 Intergovernmental Transportation Services Agreement (Complementary Paratransit Service for Individuals with Disabilities) by and Between the City of Beloit and the County Of Rock

**Fiscal Note/Budget Impact:**

The proposal from the County results in a per trip cost of \$10.16. The annual cost (based on 2014 ridership numbers) would be \$37,356; however that is funded in part by Wisconsin DOT (WisDOT) and FTA grant funding of approximately amount \$29,000.

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**Attachments:**

2016 Intergovernmental Transportation Services Agreement (Complementary Paratransit Service for Individuals with Disabilities) By and Between the City Of Beloit and the County Of Rock.

**WISCONSIN PARATRANSIT COMPARISONS 2014**

	Beloit	Duluth/ Superior	Eau Claire	Fond du Lac	Green Bay	Janesville	Kenosha	La Crosse	Madison	Manitowoc	Milwaukee Co.	Oshkosh	Ozaukee Co.	Racine	Sheboygan	Stevens Point	Valley Transit	Washington Co.	Waukesha	Wausau	
<b>STATS</b>	Service Area Population*1	37,000	120,378	63,902	54,901	173,365	69,658	124,064	100,868	401,661	45,448	947,735	66,083	86,395	133,700	71,313	26,717	216,154	132,482	70,718	74,632
	ADA Certified	59		3228	664	1,112		1,088		3,665	597	16,819.00	3,374		862	134	397	4981	Open to Public	1480 total 656 active	429
	Percent of Population	0.16%		5.05%	1.20%	0.64%		0.88%		1.5%	1.31%	1.77%	5%		0.64%	0.01%	1.48%	2.30%	N/A	2.09%	0.57%
	ADA Rides per 1,000 Pop.	0.73%		0.02	0.08	0.16		0.11		0.11	0.08	0.06	0.02		0.16	0.53	0.07	0.04	N/A	175	45.4
<b>TRIPS</b>	2013 ADA Rides	2971		47146	16,239	55,821		22,755		261,024	4,614	504,432	63,779		25,491	19,498	8179	92,643	48,595	12,398	3,388
	ADA Rides per ADA Person	50.36		14.60532838	24.5	50		21		71	8	30	19		30	145	21	19	N/A	19	8
	Amb/Non-Amb Separation Coordinated Service with Co.			NO	Yes	Yes		Yes		No	Yes	No	Yes		No	Yes	Yes	Yes	N/A	Yes	Yes
	Other Rides over ADA			24,161	No	No		Yes		No	251,119	Yes	30,788		No	22,394	N/A	86,242	45,862	No	N/A
	% Ambulatory			Not Available	N/A	48%		40%		72%	11%	57%	36%		65%	79%	49%		48%	46%	51%
	'93-'13 ADA Ride % Change			128% -2002	6%	N/A		N/A		N/A	N/A	35%	N/A		N/A	N/A	N/A	N/A	N/A	N/A	-69%
<b>COSTS</b>	ADA Cost per Trip	\$7.90		\$17.90	\$14.08	A-\$18.37 NA-\$22.67		\$20.98		\$32.25	NA-\$21.30	\$33.84	NA-\$16.50		\$23.15	\$15.20	\$20.51	Prem \$16.16	\$22.27	\$49.04	\$67.48
<b>SERVICE</b>	Service Level in 2013			Door to Door	Door thru First Door	Door-to-Door		Door-to-Door		Curb-to-Curb	Orig. to Dest.	Door-to-Door	Orig. to Dest.		Door-to-Door	Door-to-Door	Door-to-Door	Orig. to Dest.	Door-to-Door	Orig. to Dest.	Orig. to Dest.
	Extra Hours In-house or Contracted			No	No	No		No		No	No	No	Yes		No	No	No	Yes	no	No	No
	Contracted			Contracted	Contracted	Contracted		Contracted		Both	Contracted	Contracted	Contracted		In-House	In-House	In-House	Contracted	Contracted	In-House	In-House
<b>FARES</b>	ADA Fare	\$3.00		\$3.00	\$3.00	\$3.00		\$3.50		\$3.25	\$3.00 Dest. \$5.00 Premium	\$4	Basic \$2.00 Prem. \$5.00		\$3.00	\$3.50	\$2.00	Basic \$3.60 Prem. \$6.00	\$2.50 - \$5.75	\$4.00	\$2.25
	Fixed Route Cash Fare	\$1.50		\$1.50	\$1.50	\$1.50		\$1.75		\$2.00	\$1.50	\$2.25	\$1.00		\$2.00	\$1.75	\$1.00	\$1.80	\$3.75	\$2.00	\$1.50
	Agency Fare	n/a		\$5.00	\$9.00	\$7.00		\$20.98		\$32.25	Agency fare contracted w/ provider	\$16.55	NA \$11.50		\$18.00	\$15.20	\$10.00	Basic \$10 Prem \$11.25	\$8.00	\$49.04	NA

\$27.05

NOTES: \*1 Taken from 2010 Census data.

**Intergovernmental Transportation Services Agreement**

**Complementary Paratransit Service**

**For Individuals with Disabilities**



**2016**

**By and Between**

**The City of Beloit**

**and**

**The County of Rock**

## **INTERGOVERNMENTAL TRANSPORTATION SERVICES AGREEMENT**

### **COMPLEMENTARY PARATRANSIT SERVICE FOR INDIVIDUALS WITH DISABILITIES**

BY AND BETWEEN

**THE CITY OF БЕЛОIT  
AND  
THE COUNTY OF ROCK**

This agreement is made and entered into this 1<sup>st</sup> day of January, 2016, by and between the City of Beloit, a Wisconsin municipal corporation, located in the County of Rock, conducting its principal business at 100 State Street, Beloit, Wisconsin (hereinafter "CITY") and the County of Rock, a political subdivision of the State of Wisconsin, conducting its principal business at 51 South Main Street, Beloit, Wisconsin (hereinafter "COUNTY") and, for all purposes herein, COUNTY shall include each and every of COUNTY'S independent contractors and other paratransit related providers.

### **RECITALS**

WHEREAS, the CITY owns and operates a public mass transit system known as the Beloit Transit System ("BTS") for the benefit of the community, its residents and guests; and

WHEREAS, the governing body of the CITY has established a policy that the area to be served by the BTS is limited to within the CITY'S limits; and

WHEREAS, Title III of the Americans with Disabilities Act of 1990 ("ADA") requires that, in addition to the wheelchair-accessible fixed route bus service already provided by BTS, the CITY must also provide paratransit service as a complement to its regular fixed-route transit service for certain defined groups of disabled persons who cannot, by virtue of their disability, "access" or "use" (as those terms are understood under the ADA) the accessible fixed-route system; and

WHEREAS, under 49 CFR §37.131(f), the COUNTY may not limit the availability of complementary paratransit service to ADA paratransit eligible individuals by any of the following: restrictions on the number of trips an individual will be provided; waiting lists for access to the service; or any operational pattern or practice that significantly limits the availability of service to ADA paratransit eligible persons. Such patterns or practices include, but are not limited to, substantial numbers of significantly untimely pickups for initial or return trips, substantial numbers of trip denials or missed trips, or substantial numbers of trips with excessive trip lengths; and

WHEREAS, the CITY must monitor the performance of the COUNTY'S provision of this service under 49 CFR §37.21(b); and

WHEREAS, under 49 CFR §37.131(a)(1), the CITY must provide complementary paratransit service that covers, at a minimum, all areas within a ¼-mile radius of all of its bus routes, and within a "core service area" that includes any small areas that may be more than ¼-mile from a bus route, but are otherwise surrounded by served corridors; and

WHEREAS, such service is intended to provide complementary paratransit service to the following categories of eligibility:

1. Persons who can't travel on the bus, even though it's accessible, because of a disability. This category includes people who are unable, due to a mental or physical impairment (including a vision impairment), to board, ride, or disembark from an accessible bus without assistance. For example:
  - a. People with cognitive disabilities, if they do not know where to get off the bus or how to go to their destination from the bus stop.
  - b. People with visual impairments, if they don't have the travel skills needed to navigate the route to their destination.
  - c. A person with a visual impairment that allows him/her to see well enough to travel independently during the daytime but not at night.
2. People who have a specific disability-related condition. This category includes people who have a specific disability-related condition that prevents them from traveling to a boarding location or from a disembarking location.
3. Environmental barriers (distance, terrain, weather) or architectural barriers, not under control of the transit agency (such as lack of curb ramps), that prevent an individual from traveling to or from the boarding or disembarking locations may form the basis for eligibility.

For example:

- a. A person who uses a wheelchair may be able to negotiate a trip to the bus stop up a moderately sloped hill on a summer day, but

not in the winter after a heavy snowfall. Then the user would be eligible for paratransit.

- b. A person may be eligible if architectural barriers present safety hazards on the only route to the train station or bus stop.
- c. A person who walks with a cane and would need to travel 3/4 mile to the bus route, but they cannot walk that great a distance.
- d. People with disabilities that affect them very differently over time, such as multiple sclerosis. During some periods, they are able to go to the bus stop or train station. During other periods, they are not able to do so.

**NOTE: All categories include people who may be able to ride the regular Beloit Transit System buses for some trips and not for other trips.**

WHEREAS, the Federal Transit Administration (“FTA”) and the State of Wisconsin, Department of Transportation shall assist the CITY in the subsidization of any operating deficit incurred by this service under various formula grant programs; and

WHEREAS, the COUNTY and the CITY are empowered to enter into such mutual benefit intergovernmental agreements pursuant to Chapters 59, 62, and 66 and Sections 62.11(5) and 66.0301 of the Wisconsin Statutes.

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

## **ARTICLE I AGREEMENT TERMS**

**Section 1.1. Term of Contract.** The COUNTY shall provide complementary Paratransit service for the CITY for individuals with disabilities from January 1, 2016, through and including December 31, 2016, with the option on the part of the CITY to extend this agreement for additional one year periods, ending on December 31 of each succeeding year.

**Section 1.2. Termination.** The CITY or COUNTY may terminate their respective participation(s) in the program upon 120 days’ prior written notification to the other at any time after January 1, 2016.

**Section 1.3. Hours.** The COUNTY shall, at all times of this agreement including any and all option term extensions, extend their customary hours of service for their obligations hereunder so as to coincide with the CITY's hours of service as follows:

Monday-Friday from 6:00 a.m. thru and including 6:00 p.m.; and  
Saturday from 9:00 a.m. thru and including 4:30 p.m.

Should the CITY, during the course of this agreement, alter the hours of service quoted herein, the COUNTY shall alter its hours of service accordingly.

**Section 1.4. Holidays.** The COUNTY shall, at all times of this agreement, including any and all term option extensions, extend their holiday schedule and provide complementary paratransit service on the same holidays as the CITY provides fixed route transit service, even if these days are normally recognized and/or treated as COUNTY holidays. This includes provision of complementary paratransit service on Good Friday, the day after Thanksgiving, and Christmas Eve Day, which are normally COUNTY holidays, but where the CITY has fixed route transit service available. This service will be provided 307 service days each calendar year. No service is provided on any Sunday or on the following legal holidays:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

**Section 1.5. Financial Assistance.** This agreement is subject to financial assistance agreements between the CITY and the United States Department of Transportation—Federal Transit Administration, and the Wisconsin Department of Transportation. This agreement is subject to receipt by the CITY of sufficient financial assistance from the United States Department of Transportation—Federal Transit Administration and the Wisconsin Department of Transportation annually so as to fund such complementary paratransit service. The parties agree to recognize, abide by, and render this agreement subject to the potential limitation, indefinite character, changing amounts and annual discretionary nature of the CITY's and the COUNTY's financial capabilities, resources, sources(s) of funding, and amount of funding. Upon 120 days' notice by the CITY, the COUNTY agrees to take immediate action to terminate such service. Similarly, upon 120 days' notice, the COUNTY may terminate service for the lack of financial capability to continue. The determination of whether the CITY has sufficient financial capacity to continue shall be solely within the discretion of the CITY. However, if any succeeding contract year there is an increase of 10% or more in the operating cost, a decrease of 10% or more in Federal or State subsidy, the parties may reconsider the succeeding years' portion of the contract by the conclusion of the transit system budget process.

**Section 1.6. Applicability and Incorporation of Laws.** COUNTY and CITY shall comply with all applicable federal, state and local laws and regulations in connection with its activities pursuant to this Agreement.

## **ARTICLE II DEFINITIONS**

**Section 2.1. Code of Federal Regulations.** Any references to the Code of Federal Regulations (CFR) shall mean the Code currently in effect and as amended from time to time.

**Section 2.2. Contractor/County Employee(s).** In circumstances where the COUNTY subcontracts to perform all or part of the services under the contract, the term "contractor employee(s)" also includes a subcontractor's employees and a subcontractor who is an individual.

**Section 2.3. Origin to Destination/Curb-to-Curb/Door-to-Door.** The FTA's ADA regulation provides that complementary paratransit service for ADA paratransit eligible persons shall be "origin-to-destination" service, whereas historically paratransit trips were classified as either curb-to-curb or door-to-door.

2.3.1 Door-to-Door. For a door-to-door trip, a passenger is considered engaged in service from the time that they are met at the door by the driver until the time the passenger is left at the door of the destination address. When the driver returns to the vehicle, the trip is thus ended.

2.3.2 Curb-to-Curb. A passenger is considered engaged in service from the time they enter the vehicle until the time they exit the vehicle, in the case of a curb-to-curb trip.

Door, as used herein, shall be the building's door, not an individual office or apartment door located within a given building.

Vehicle operators are required to provide door-to-door service to all passengers that require assistance to or from the vehicle.

**Section 2.4. Passenger/Rider/Client.** Individual rider registered with the CITY as eligible for ADA complementary paratransit.

**Section 2.5. Guest.** Each passenger is permitted up to two (fare paying) additional persons (guests) to accompany them on a trip on a space available basis. Passengers are required to inform the COUNTY at the time the trip is requested if a guest(s) shall



accompany them on the trip. Guests shall be noted on the manifest. Each guest is required to pay the applicable paratransit fare for the trip.

**Section 2.6. Late Appointment Trips.** Late appointment trips are scheduled rides where COUNTY (or its subcontractor) failed to deliver the passenger(s) by the scheduled appointment time.

**Section 2.7. Leave Attended.** CITY may designate certain passengers as “Leave Attended.” “Leave attended” means that the passenger must be in view of the driver enroute; and, that upon arrival at the destination, the passenger is left with a willing and responsible party identified by the driver as a professional or personal associate or family member of the passenger.

**Section 2.8. Missed Trips.** Missed trips are scheduled trips where the COUNTY (or its subcontractor) failed to arrive to pick up passenger(s) within 60 minutes of scheduled pick up time, or the COUNTY (or its subcontractor) fails to attempt the pickup.

**Section 2.9. Personal Care Attendant (“PCA”).** Each customer is permitted one additional person, either attendant or companion, to accompany him/her at no additional cost or fare. Passengers are required to inform the COUNTY at the time the trip is requested if a PCA shall accompany them on the trip. PCAs shall be noted on the manifest.

**Section 2.10. No Show.** A no show occurs when a passenger does not show up for a ride and fails to contact contractor at least one-half hour prior to the pick up time to cancel service.

**Section 2.11. Revenue Hours of Service.** Revenue hours of service include all hours during which transportation service is provided to passengers by the paratransit system and BTS, as determined by the CITY.

**Section 2.12. Road Call.** A road call means mechanical vehicle failure requiring a mechanic to inspect the vehicle while it is still in service.

**Section 2.13. Service.** ADA complementary paratransit service, including all dispatching and scheduling required to be provided by contractor pursuant to a contract with CITY.

**Section 2.14. Service by Trip.** ADA complementary paratransit service provided by the COUNTY and compensated on a per trip basis at the established rate for each completed customer one-way trip.

## **ARTICLE III OPERATIONAL REQUIREMENTS**

**Section 3.1. Response Time.** Under 49 CFR§37.131(b), the COUNTY must schedule and provide “next day” paratransit service to any CITY-certified paratransit passenger at any requested time on a particular service day in response to a request for service made the previous day, including during times comparable to normal business hours on a day when the offices are not open before a service day. Under 49 CFR §37.131(b)(2), while the COUNTY may negotiate pick up times with the rider prior to the trip being scheduled, it cannot require the rider to schedule a trip to begin more than one hour before or after the individual's desired departure time. Any greater deviation would exceed the bounds of comparability. The COUNTY must have policies and procedures in place to ensure that the rider’s negotiated pick up time or the pick up window is not negotiated without the rider’s consent.

Requests for service shall be taken during administrative office hours. Requests for complementary paratransit service shall also be handled any time on Sundays corresponding to weekday office hours in order to accommodate Monday service. This may be accomplished through an answering machine, answering service, a call forwarding system, or any combination thereof at the option of the COUNTY.

In addition, the COUNTY shall provide effective means for persons with hearing disabilities to communicate with the personnel taking such appointments. This may be accomplished through a telecommunication display device (“TDD”) or similar technology. Requests for such service shall be permitted to be placed up to 14 days in advance. Prioritization of trips by categorization as to trip purpose or other means shall not be allowed and this service shall be made available so as to accommodate all requests from the public for service.

**Section 3.2. Pick Up Times.** Pick up times may be negotiated with riders as follows:

3.2.1 Changes in requested departure times of up to one hour can be required.

3.2.2 Changes beyond one hour must be agreed to by the rider.

For example, if a rider requests an 8:30 am pickup and a 5:00 pm return home, a morning pickup between 7:30 and 8:30 am and an afternoon return between 5:00 and 6:00 pm can be negotiated.

**Section 3.3. Base Fare.** Fares charged to ADA certified individuals using the complementary paratransit service will be no more than twice the regular fixed-route base fare, which is currently \$1.50 per trip within Beloit, and \$3.50 per trip on the Beloit/Janesville Express, including a transfer. Thus, currently the paratransit service

provider shall charge **\$3.00** for a one-way trip within the CITY, and **\$7.00** for a one-way trip between the CITY and the City of Janesville. As regular route fares increase or decrease, the amount to be charged to paratransit riders will also increase or decrease proportionally. A personal care attendant will be provided free transportation when traveling with a disabled person certified to require such an attendant. At least one companion may travel with a disabled person. Additional companions will be accommodated on a space available basis. Companions will be charged the same fare as ADA certified individuals.

**Section 3.4. Trip Purpose.** The COUNTY shall accept requests for all trips and handle each on an equal basis. No trip preordination shall be allowed. For example, the COUNTY shall not elect to transport some individuals to work or for medical appointments and not transport other individuals who are ADA eligible who may be going shopping or on personal business.

**Section 3.5. Capacity Constraints.** The COUNTY shall not restrict or cap the number of trips provided to any person. Maintenance of waiting lists for (non-subscription) trip requests is not permitted and shall not occur. This includes maintaining a cancellation list. Practices which significantly limit the availability of service are not permitted and shall not occur.

**Section 3.6. Accessibility Vehicles and Features.**

3.6.1 Vehicles. All vehicles used by the COUNTY to provide complementary paratransit service shall be accessible to and usable by persons with disabilities, including, but not limited to, passengers that use wheelchairs.

Accordingly, all access-related features, such as lifts, ramps, securement system, signage, and communications system shall be maintained by the COUNTY in operating condition at all times. It is required through the ADA and this agreement that the ADA equipment, including but not limited to lift or ramp, be tested each day prior to use of the vehicle to ensure proper working condition. Repairs needed to correct all breakdowns of the vehicle or the ADA equipment shall be performed promptly, accurately and fully. A vehicle with non-operational wheelchair lifts or ramps shall be removed from service and not used in service until properly repaired.

3.6.2. Wheelchairs. As defined by 49 CFR Part 37.3, wheelchairs are mobility aids belonging to any class of three-or more-wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered. The definition, description, sizes and standards for mobility aids and vehicular accessibility are subject to change; the COUNTY must use vehicles that

are accessible to all passengers with mobility aids, regardless of how mobility aids are defined by the FTA.

**Section 3.7. Lift and Securement Use.** All passengers shall be transported.

Exceptions for legitimate safety requirements include such circumstances as a wheelchair of such size that it would block an aisle, or would be too large to fully enter a vehicle, block the door, or would interfere with the safe evacuation of passengers in an emergency. This does not apply to securement. The COUNTY cannot impose a limitation on the transportation of wheelchairs and other mobility aids based on the inability of the securement system to secure the device to the satisfaction of the COUNTY.

The COUNTY may request that wheelchair users transfer to a vehicle seat. However, such a transfer cannot not be required.

Individuals who do not use a wheelchair and who are ADA certified shall be allowed to use the wheelchair lift to enter or leave the vehicle if they wish. At its option, the COUNTY may keep a manual wheelchair on board the vehicle for such occasions.

**Section 3.8. “No Show”/Late Procedures.** A “no-show” occurs when a vehicle arrives on time for a pickup and the passenger decides not to board the vehicle or is not present at the address listed on the manifest.

A “late cancellation” occurs when the scheduled trip is canceled by the rider less than two hours before the scheduled trip.

If a vehicle operator arrives early or within five minutes after the beginning of the on-time window, the driver must wait until five minutes after the on-time window begins before considering the passenger to be a no-show.

Late cancellations are considered and will be treated as no-shows when considering suspensions if the effects of such a late cancellation are operationally equivalent to a no-show in terms of the negative impact on paratransit service operations.

The CITY enforces a no-show suspension policy which requires accurate recording of no-show occurrences. The COUNTY is responsible for making every reasonable effort to verify that a ride is a valid no-show before proceeding with the next trip.

**ARTICLE IV  
PERFORMANCE STANDARDS**

**Section 4.1. Phone System Access.** The standard is to minimize call hold times. BTS’s standard is for (95%) of calls to be answered within three minutes and 99% answered within five minutes. BTS analyzes this measure by randomly monitoring the provider’s phone access and documenting call hold times. Customer complaints are also used to determine if phone access capacity constraints have occurred.

**Section 4.2. Travel Time.** BTS paratransit travel time should not exceed that for passengers using fixed route, inclusive of the time it would take to walk to and from the nearest bus stops. In other words, for a non-ADA fixed route user, if it takes 45 minutes to get to the destination, inclusive of typical walking time, then the ADA paratransit trip should be comparable. Compliance with this standard is based on complaints received. Should a complaint about excessive travel time be received, BTS will determine travel time for fixed route, and compare that to the paratransit trip time.

**Section 4.3. Scheduling.** The COUNTY shall not pick up an individual more than five minutes before nor 15 minutes after their appointment. No trip shall be denied. Trips shall not be denied to personal care attendants. However, more than one companion traveling with a disabled person may be denied a trip due to capacity constraints.

It is the responsibility of the COUNTY to make every effort to comply with all service standards established by CITY. For each instance in which a passenger is picked up outside of this service standard, the following penalty will be applied:

<b>Monthly On-Time Performance Payment</b>	
94% On-Time	100% of the total monthly compensation
90-93% On-Time	98% of the total monthly compensation
< 90% On-Time	90% of the total monthly compensation

**ARTICLE V  
MONTHLY AND ANNUAL REPORTING REQUIREMENTS**

**Section 5.1.** The COUNTY shall report to the CITY, on a monthly basis, in writing and in a form and manner from time to time required by the CITY, within five days of each month’s end, the following:

- 5.1.1 Untimely Pickup. Data to include: date of service; passenger name; trip origin address including municipality (pick up address); destination address including municipality; scheduled pick up time; actual pick up

time; minutes late; an explanation for each untimely pickup; and total number of untimely pickups.

- 5.1.2 Trip Denial. Data to include: date of requested service; passenger name; explanation for each denied trip; and total number of trips denied.
- 5.1.3 Missed Trip. Data to include: date of service; passenger name; trip origin address including municipality (pick up address); destination address including municipality; scheduled pick up time; an explanation for each missed trip; and total number of missed trips.
- 5.1.4 Excessively Long Trip. Data to include: date of service; passenger name; trip origin address including municipality (pick up address); destination address including municipality; pick up time; drop off time; trip length in minutes; an explanation for each excessively long trip; and total number of excessively long trips.
- 5.1.5 Delayed Return. Data to include: date of service; passenger name; trip origin address including municipality (pick up address); destination address including municipality; requested pick up time; actual pick up time; any explanation as to why the passenger was unable to travel at their scheduled pick up time beyond being delayed by medical reasons; and total number of delayed runs.
- 5.1.6 Late Cancellation. Data to include: date of service; passenger name; trip origin address including municipality (pick up address); destination address including municipality; scheduled pick up time; cancellation time; and total number of late cancellations.
- 5.1.7 No Show. Data to include: date of service; passenger name; trip origin address including municipality (pick up address); destination address including municipality; scheduled pick up time; time of cancellation; any explanation as to why the passenger cancelled; and total number of no-shows.
- 5.1.8 Financial Report (Monthly). The COUNTY shall provide a monthly financial report to the CITY. This report shall include total number of rides in each fare zone and the total revenue collected in each fare zone.
- 5.1.9 Complaint Reports (Monthly). The COUNTY shall record, investigate, and report all passenger complaints to The CITY. The complaint report shall include the following: date and time of complaint; name of person making complaint; description of the complaint, including name of any personnel cited; and supervisor follow up.

5.1.10 Other (Per Occurrence). The contractor shall provide the following reports to the City as they occur: accident/incident briefs/findings; significant personnel changes, suggested improvements; revenue vehicle roster (annually or upon change).

The COUNTY shall provide the City with a list of revenue vehicles which identifies each vehicle by year, model, mileage, lift status and primary location. This roster should be updated and supplied to the CITY when vehicles are purchased or disposed of.

5.1.11 Performance Reports (As Requested). The COUNTY must conduct performance evaluations (annual review, ride checks, etc.) on the operators. The methodology of the performance report is subject to the CITY's approval.

5.1.12 Accident Reporting (Per Occurrence). In the event of a traffic citation, traffic accident, passenger accident, emergency or other non-routine event, the COUNTY shall notify the CITY verbally within 24 hours upon the receipt of such information. The COUNTY shall notify the CITY in writing within 72 hours upon receipt of such information.

## **ARTICLE VI SUSPENSION OF SERVICE TO CERTIFIED PASSENGERS**

A passenger may have their ADA paratransit service eligibility suspended for violation or disregard of the CITY's paratransit policies.

Ten no-shows within a calendar year or five no-shows within a month will trigger a review of the rider's no-show frequency. The review of the rider's trip history and no-show frequency will examine the rider's proportion of no-shows in relation to all trips the rider took, and will also consider the overall no-show rate for all riders. Riders with a no-show rate of twice that or more of the no-show rate for all riders may result in suspension.

Excepting violations of the no show/late cancellation policy, the first time a paratransit rider violates a paratransit policy or any of the rider responsibilities, Rock County Transit or the CITY will attempt verbal contact with the rider to remind the rider of the regulations concerning paratransit services and request their assistance in eliminating the negative behavior.

The City may elect to additionally issue a letter of warning.

If the negative behavior is repeated, a minimum suspension of three days will be enacted; unless determined otherwise by the Director of Public Works.

If the negative behavior continues following the third suspension, a minimum suspension of 30 days will be enacted; unless determined otherwise by the Director of Public Works.

The fourth or subsequent violation will be referred to the Director of Public Works, and lengthier or permanent suspension privileges may be considered.

Appeals of suspension of service shall be reviewed by the City Manager, who has the final and binding authority in such matters/determinations. Suspension of service does not prohibit an individual from applying for certification again. Notice of suspension, adequate in form and content, if the suspension is upheld, shall be provided to the rider prior to service suspension.

## **ARTICLE VII VISITOR POLICY**

Persons visiting the CITY who can show an "ADA Paratransit Eligible" identification card issued by another transit system in the United States, OR who can provide proof of eligibility may use BTS complementary paratransit service for up to 21 days within a 365 day period. After 21 days of service (does not have to be consecutive) within the 365 day period, the visitor must be certified by BTS to use complementary paratransit service offered by BTS.

## **ARTICLE VIII COMMUNICATION AND PUBLIC INFORMATION**

In coordination with the CITY, the COUNTY is required to and shall assist in the dissemination of information pertaining to the ADA paratransit service, its availability, how to use it, how to get the service, and related information to all persons with disabilities throughout the term of this agreement. Adequate telephone capacity (voice and TDD) shall be provided at all times by the COUNTY to allow for scheduling and provision of information. In cooperation with the CITY, accessible materials shall be made available to the public upon request.



**ARTICLE IX  
GENERAL SUPERVISION**

The CITY, through BTS, shall provide general supervision of the operation to include quality control measures to ensure that established standards are met; administration of federal and state grants which provide partial funding for the operation, and control the registration and certification process for persons meeting the ADA requirements to use paratransit services. By entering this agreement which involves the use of Federal and State funds, the COUNTY agrees to and shall, at all times, abide by each and every Federal and other regulation governing reporting, records keeping, purchasing, and finances including, but not limited to, various types of periodic audits and inspections of business records required and/or performed by the CITY, State and/or Federal governments and their representatives.

**ARTICLE X  
SELECTION AND QUALIFICATION OF DRIVERS**

Only those persons who have sufficiently demonstrated by his/her performance to the standards and levels as from time to time set by the CITY and/or the BTS Director of Transit, that he/she is habitually a safe and prudent driver shall be considered as persons who may provide this service. Under 49 CFR §37.173, the COUNTY must ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.

**ARTICLE XI  
VEHICLE MAINTENANCE STANDARDS**

The obligation to provide safe transportation for all passengers using public transit services cannot be overstated. The public demands and expects that the highest standards be maintained in both driver operations and vehicle maintenance to achieve this goal. It is the intent of BTS and the CITY to ensure that all vehicles used to provide ADA paratransit service are in the best possible mechanical condition to provide reliable, safe service to its customers on a continuing basis. Refer to attached Exhibit A - Vehicle Maintenance Standards for specific vehicle maintenance requirements (which section is incorporated herein as if fully set forth). In recognition of these legitimate ends, the COUNTY shall, at all times, maintain each and every vehicle used in performing its obligations under this agreement at a level meeting or exceeding the minimum requirements specified and required in attached Exhibit A, which requirements are incorporated herein as if fully set forth.

## **ARTICLE XII INSURANCE**

The COUNTY shall, at all times during the term of this agreement and each and every extension thereof, provide or cause to be provided, solely at its own expense, complete liability and property damage insurance in sums sufficient (according to minimal levels which shall be set from time to time by the BTS Director of Transit) to cover all aspects of the ADA paratransit operation including, but not limited to, the COUNTY and COUNTY's paratransit provider's acts and omissions and those of each and every of their respective officials, officers, employees, representatives, agents, ; professional liability coverage for the same above-designated persons (according to minimal levels set forth by law then applicable).

The initial minimum insurance coverage provided by the COUNTY shall be as set forth in Exhibit B, which is attached hereto and incorporated herein as if fully set forth. The requirements of this section of the agreement shall survive the termination of this agreement.

## **ARTICLE XIII OTHER PROVISIONS**

**Section 13.1. Amendment.** This agreement may, from time to time, be amended upon mutual written agreement of the parties.

**Section 13.2. Applicable Law.** This agreement shall be governed by the laws of the State of Wisconsin.

**Section 13.3.** Each and every act promised to be performed and obligation undertaken by the COUNTY hereunder applies equally, and with the same force and effect, to each and every of the COUNTY's independent contractors and other paratransit service providers who shall perform and/or provide for the CITY the services required by this agreement.

**Section 13.4. Severability.** It is the intention of the CITY and the COUNTY that each and every provision, term, word, section, promise, part and portion of this agreement is severable. In the event that any provision, term, word, section, promise, part and portion of this agreement is held unconstitutional and/or invalid for any reason, such decision, order and/or judgment shall not affect the applicability or enforceability of any

of the remainder herein, other than those directly affected by such decision, order or judgment.

**Section 13.5.** The CITY and COUNTY, by entering into this agreement find this agreement in the best interests and to the benefit of their respective communities and the populace whom they serve.

## **ARTICLE XIV PAYMENT BY CITY**

**Section 14.1. Term.** This contract will be for 12 months, renewable for additional 12-month periods. Provided, however, that the amounts set forth in the initial per passenger charge of \$10.61 will be updated annually based upon the COUNTY's most recent annual operating costs, level of Federal, State, and local subsidy, and operating revenue realized from the service. Updated amounts shall become effective, due and payable as of the annual renewal date of this contract.

**Section 14.2.** In consideration of the COUNTY's above promises and actual performance under the terms, provisions and promises of this agreement, the CITY shall pay to the COUNTY only for those services actually provided to the CITY's certified paratransit users at the per passenger charge per contract year as quoted.

The COUNTY shall provide, upon demand by the CITY and/or the BTS Director of Transit and/or his/her designee/representatives all cost, financial and related documentation which these persons may deem, from time to time, necessary and/or desirable for the COUNTY's substantiation of its actual costs.

**Section 14.3.** Payment by the CITY to the COUNTY for services commencing January 1, 2016 and for each subsequent year thereafter for services provided by the COUNTY to the CITY under this agreement shall be monthly as follows:

14.3.1 Invoices for services, together with all required reports, shall be submitted by the COUNTY to the CITY no later than the 15<sup>th</sup> day of the month for the preceding month to enable the CITY's payment to the COUNTY to be made before the end of the subsequent month.

14.3.2 All farebox and other operating revenues received by the COUNTY attributable to the ADA paratransit services under this agreement shall be clearly accounted for by the COUNTY on each month's invoice to the CITY.

**Section 14.4.** The BTS Director of Transit may make unilateral changes to this payment system as he/she may, from time to time, determine necessary and/or desirable to facilitate the implementation of this agreement, effectuate the intent of the parties hereto, or for any other reason without limitation or cause. The COUNTY shall be provided at least 30 days' notice prior to any such changes being implemented under this section.

**Section 14.5.** The CITY and/or the BTS Director of Transit may, from time to time, demand an accounting, paid for solely by the COUNTY, of all COUNTY records and data, financial, related and other, required by law or, from time to time, as determined desirable by the BTS Director of Transit including, but not limited to, those discoverable by law and those otherwise not subject to Wisconsin's Open Records Law, the intent herein being full access to all COUNTY records, data, papers, materials and files of whatsoever kind or nature directly and/or indirectly arising from and/or pertaining to this agreement its implementation, financing, operation and related matters.

## **ARTICLE XV FEDERAL ASSURANCES & CERTIFICATIONS**

### **Section 15.1. No Government Obligation to Third Parties.**

- FTA Circular 4220.1F

15.1.1 The CITY and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the CITY, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

15.1.2 The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the COUNTY who will be subject to its provisions.

### **Section 15.2. Program Fraud and False or Fraudulent Statements and Related Acts.**

- 31 U.S.C. 3801 et seq.
- 49 CFR Part 31 18 U.S.C. 1001
- 49 U.S.C. 5307

15.2.1 The COUNTY acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the COUNTY certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the COUNTY further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the COUNTY to the extent the Federal Government deems appropriate.

15.2.2 The COUNTY also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the COUNTY, to the extent the Federal Government deems appropriate.

15.2.3 The COUNTY agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the COUNTY who will be subject to the provisions.

### **Section 15.3. Access to Records and Reports.**

- 49 U.S.C. 5325
- 18 CFR 18.36 (i)
- 49 CFR 633.17

The following access to records requirements apply to this Contract:

15.3.1 Where the CITY is not a State but a local government and is a grantee of the FTA in accordance with 49 C. F. R. 18.36(i), the COUNTY agrees to provide the CITY, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the COUNTY which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. COUNTY also agrees, pursuant

to 49 C. F. R. 633.17, to provide the FTA Administrator or his/her authorized representatives, COUNTY access to COUNTY's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

15.3.2 Where the City enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and the CITY is grantee of the FTA in accordance with 49 C.F.R. 19.48, COUNTY agrees to provide the CITY, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the COUNTY which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

15.3.3 The COUNTY agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

15.3.4 The COUNTY agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case COUNTY agrees to maintain same until the CITY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

15.3.5 FTA does not require the inclusion of these requirements in subcontracts.

#### **Section 15.4. Federal Changes.**

- 49 CFR Part 18

15.4.1 COUNTY shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the master agreement between CITY and FTA, as they may be amended or promulgated from time to time during the term of this contract. COUNTY's failure to so comply shall constitute a material breach of this contract.

#### **Section 15.5. Civil Rights Requirements.**

- 29 U.S.C. § 623, 42 U.S.C. § 2000
- 42 U.S.C. § 6102, 42 U.S.C. § 12112
- 42 U.S.C. § 12132, 49 U.S.C. § 5332
- 29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

15.5.1 Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the COUNTY agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

15.5.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

15.5.2.1 *Race, Color, Creed, National Origin, Sex*. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

15.5.2.2 *Age.* In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

15.5.2.3 *Disabilities.* In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

15.5.3 Subcontract. The COUNTY also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **Section 15.6. Disadvantaged Business Enterprise (DBE).**

- 49 CFR Part 26
  - 15.6.1 Background and Applicability. The newest version of the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE Contractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all contractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above



the micro-purchase level. The requirements of clause subsection (b) flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection (d).

- 15.6.1.1 This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The CITY's overall goal for DBE participation is 0.006%.
- 15.6.1.2 The COUNTY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The COUNTY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the COUNTY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Wisconsin Department of Transportation deems appropriate. Each subcontract the COUNTY signs with a county must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- 15.6.1.3 The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- 15.6.1.4 The COUNTY is required to pay its contractor's performing work related to this contract for satisfactory performance of that work no later than 30 days after the COUNTY's receipt of payment for that work from the Wisconsin Department of Transportation. In addition, the COUNTY may not hold retainage from its contractors.
- 15.6.1.5 The COUNTY must promptly notify the CITY, whenever a DBE county performing work related to this contract is terminated or fails to complete its work, and must make

good faith efforts to engage another DBE county to perform at least the same amount of work.

- 15.6.1.6 The COUNTY may not terminate any DBE contractor and perform that work through its own forces or those of an affiliate without prior written consent of the CITY.

### **Section 15.7. Incorporation of Federal Transit Administration (FTA) Terms.**

- FTA Circular 4220.1F

15.7.1 The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The COUNTY shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests which would cause the CITY to be in violation of the FTA terms and conditions.

### **Section 15.8. Termination.**

- 49 U.S.C. Part 18
- FTA Circular 4220.1F

15.8.1 Applicability to Contracts. All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education, the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the COUNTY.

- 15.8.1.1 *Termination for Convenience (General Provision)*. The COUNTY or the CITY may terminate this contract, in whole or in part, at any time by written notice to the other party . The COUNTY shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The COUNTY shall promptly submit its termination claim to the CITY. If the COUNTY has any property in its possession belonging to the CITY, the

COUNTY will account for the same, and dispose of it in the manner the CITY directs.

- 15.8.1.2 *Termination for Default [Breach or Cause] (General Provision).* If a party does not deliver services in accordance with the contract delivery schedule or fails to perform in the manner called for in the contract, or fails to comply with any other provisions of the contract, either party may terminate this contract for default.

## **ARTICLE XVI CERTIFICATION OF COMPLIANCE WITH FTA CONTRACT CLAUSES**

Federal regulations state that recipients (and contractors) of specific FTA funds are required to comply with the established FTA access to records and reports requirements. **The BTS will not contract with any agency that does not comply with FTA regulations.**

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The COUNTY shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests which would cause City to be in violation of the FTA terms and conditions.

***[signature page to follow]***

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**CITY OF BELOIT**

**COUNTY OF ROCK**

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

By: \_\_\_\_\_  
\_\_\_\_\_  
County Board Chairman

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

By: \_\_\_\_\_  
\_\_\_\_\_  
County Clerk

**APPROVED/FORM:**

By: \_\_\_\_\_  
Elizabeth Krueger  
City Attorney

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

## **EXHIBIT A**

### **VEHICLE MAINTENANCE STANDARDS**

#### **GENERAL.**

The obligation to provide safe transportation for all passengers using public transit services cannot be overstated. The public demands and expects that the highest standards be maintained in both driver operations and vehicle maintenance to achieve this goal. It is the intent of Beloit Transit System (“BTS”) to ensure that all vehicles used to provide ADA paratransit service are in the best possible mechanical condition to provide reliable, safe service to its customers on a continuing basis.

#### **PREVENTIVE MAINTENANCE PROGRAM.**

All vehicles used to provide service under this contract will be subject to a regularly scheduled preventive maintenance program in accordance with the vehicle manufacturer’s recommendations. All local, State and Federal regulations will be adhered to. Annual human service vehicle inspections must be performed and vehicles re-licensed by the appropriate State governing authority. This program may be carried out by employees of the County directly, and/or by a third party. If a third party is used, that person, firm, or organization shall be subject to all of the requirements of this section, and will also be subject to drug and alcohol testing requirements of the U.S. Department of Transportation for “safety sensitive personnel.”

1. **Scheduled Maintenance.** All vehicles used to provide service under this contract shall be subject to a regularly scheduled maintenance program, in accordance with the vehicle manufacturer’s recommendations. Historical records shall be kept of this servicing in accordance with Chapter Trans 330.04, “Motor Bus Equipment and Inspection” of the Wisconsin Administrative Code.
  
2. **Vehicle Inspections.**
  - a. All vehicles used to provide service under this contract shall be required to pass an annual inspection as required by Chapter Trans 330.20, “Motor Bus Equipment and Inspection” or Chapter Trans 301, “Human Service Vehicles” of the Wisconsin Administrative Code. Records of these inspections shall be maintained as required by the regulation.
  
  - b. In addition, all vehicles proposed to be used to provide service under this contract shall be inspected prior to the initiation of service under this contract, or if acquired after the initiation of service under this contract, prior to being placed in revenue

service. This inspection shall be performed by the Fleet Supervisor or his designee, using the state inspection criteria.

3. **Spot Inspections.** During the course of the contract, spot inspections of vehicles and maintenance records to ensure on-going compliance with these requirements may be made.
4. **Maintenance of Accessibility Features.** In accordance with Subpart G, § 37.161 and 37.163 of 49 CFR Part 37, all vehicle equipment and features which render the vehicle accessible to persons with disabilities shall be maintained in operational condition at all times. Verification that these features are operational and are being maintained as such shall be a part of all inspections carried out under Paragraph (b) of this Section.
5. **Vehicle Cleanliness and Appearance.** In order to portray the proper image of professionalism and safety to the public and our customers, the following cleanliness and appearance standards shall be observed:

a. Vehicle Interior.

- (1) Each vehicle used to provide service under this contract shall have the following interior cleaning done daily.
- (2) Sweep and mop floor, steps, etc.
- (3) Remove all trash from vehicle.
- (4) Wipe down dash and driver's compartment.
- (5) Wipe down stanchions and handrails.
- (6) Wipe down seats.
- (7) Wash inside of windshield and driver's side window.
- (8) Clean up any vandalism or graffiti.
- (9) Check for and report any other damage.

b. Vehicle Exterior.

All vehicles used to provide service under this contract shall have the complete exterior washed not less than once each week. In addition, safety related items such as lights, mirrors, windows, and license plates shall be cleaned as necessary to maintain safety of operation.

c. Exterior Body Damage.

No vehicle used to provide service under this contract shall be operated with major body damage which prevents the proper operation of any safety-related item on the vehicle, obstructs the

opening of any door, window, or emergency exit, or which presents a substantially disfigured appearance to the public. (Example: a dent in a door or quarter panel 6 in.—12 in. diameter or peeling paint would be permissible, damage where the door was rendered inoperative, a panel was bent out of its basic shape, or windows or lights were broken would be unacceptable). Except as an emergency repair to move the vehicle to a place of safety, taping doors or windows shut or the obstruction of any window is not permitted.

d. Interior Body Damage.

Any sharp protrusions, tripping hazards, loose seats or interior equipment likely to cause injury to a passenger are prohibited.

e. Bloodborne Pathogens.

Sufficient supplies shall be available to the driver to accomplish emergency or temporary cleanup of any soilage to the vehicle which may occur during the course of the operating day. This cleanup is intended to eliminate or remove conditions which may be potentially hazardous (bloodborne pathogens) or offensive to other passengers, or which may damage personal clothing or belongings of passengers. In extreme cases of this nature, the vehicle may have to be switched out until satisfactory cleaning can be accomplished.

\*\*\*\*\*

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

The County shall, at County's expense, procure the following insurance policies from insurance companies licensed to do business in the State of Wisconsin, with Best's ratings of no less than "A-," in amounts and coverages not less than hereinafter set forth. All insurance companies and required endorsements shall be approved by the City prior to execution of this Contract. The County shall also require all subcontractors to procure identical insurance coverages to those required of the County herein.

**1. General Liability Insurance:**

The County shall procure a General Liability policy with the following standard limits:

General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit .....	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit/Any One Fire	N/A

Insurance must include:

- (a) Premises and Operations Liability
- (b) Personal Injury

**2. Worker's Compensation and Employers' Liability Policy:**

The parties recognize that County is self-insured and the County agrees to provide a Worker's Compensation coverage as required by law..

**3. Commercial Automobile Liability Insurance:**

The County shall provide Automobile Liability insurance covering all vehicles and equipment used by the County in the performance of this Contract and all operators thereof in the amount of \$1,000,000. The policy should cover:

- (a) All owned, non-owned or hired vehicles.
- (b) Uninsured/Underinsured Motorist Liability coverage at full policy limits.
- (c) Cross-suits.
- (d) Bodily injury and property damage for the transportation of mobile equipment by a vehicle used by the County in the performance of this Contract.



- (e) Coverage for injuries caused by fellow employees.
- (f) Contractual liability coverage for this Contract and related contracts, including subcontracts.

4. **Certificate of Insurance:**

The County shall provide the City with a certificate of insurance coverage required by this Contract. The certificate shall provide that the policies of insurance shall not be canceled or altered without 30 days prior written notice to the City. Said duty to notify the City of cancellation or alteration must be provided without any qualification or limitation. Such certificates shall be kept current for the duration of this agreement or during any further period of time wherein the County is under any duty of performance hereunder. The City shall be named as an additional insured on the general liability and automobile policies specified above and shall have the right to receive copies of all of the policies and endorsements thereto provided for herein upon reasonable demand therefore during the term of this agreement and for one year after its expiration.

\*\*\*\*\*

**RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE  
OF A RISK REDUCTION GRANT FROM  
CITIES AND VILLAGES MUTUAL INSURANCE COMPANY (CVMIC)  
AND AMENDING THE 2015 GENERAL FUND OPERATING BUDGET FOR THIS GRANT PROGRAM**

**WHEREAS**, the City of Beloit's police and fire departments have been directed to reduce risk by the City Manager through best practices policy development; and

**WHEREAS**, the Cities & Villages Mutual Insurance Company provides a risk reduction grant program; and

**WHEREAS**, the Cities & Villages Mutual Insurance Company provides a broad range of services to manage risk to the City of Beloit; and

**WHEREAS**, the Cities & Villages Mutual Insurance Company endorses the utilization of Lexipol as a model program for best practices; and

**WHEREAS**, the Cities & Villages Mutual Insurance Company has committed to provide \$7,000 of matched grant funding for this project; and

**WHEREAS**, the City of Beloit adopted the 2015 Operating Budget on November 3, 2014 which included the operating costs for Fire & Rescue Services and Police Services; and

**WHEREAS**, the Operating Budget for Fire & Rescue, or Police Services does not include the revenue or appropriation for this grant program.

**NOW, THEREFORE, BE IT RESOLVED** that the City Manager of the City of Beloit is hereby authorized to apply for said grant and to execute any other documents necessary to effectuate the purpose of this resolution.

**BE IT FUTHER RESOLVED** that the 2015 General Fund Operating Budget for Fire & Rescue and Police Services be amended to permit the revenue and expenditure of funds from this grant program.

REVENUE	Original	Amended	Difference
61666100-4599-10295	0	\$7,000.00	+\$7,000.00
EXPENDITURES	Original	Amended	Difference
61666100-5212-10295	0	\$7,000.00	+\$7,000.00

Adopted this 7<sup>th</sup> day of December, 2015.

**City Council of the City of Beloit**

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

**Attest:**

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



9898 W. Blue Mound Road  
Wauwatosa, WI 53226-4319

office 262-784-5666  
fax 262-784-5599

web cvmic.com

## CVMIC Risk Reduction Grant Program

### Purpose

The CVMIC Risk Reduction Grant Program is designed to offer our membership a method for obtaining equipment, services, and training materials to assist them with the reduction of injuries and loss potential. Target areas for risk reduction include workers' comp, general liability, employment practices liability, and auto liability, but additional areas of liability may be considered. The intention is to create a process that is simple to access for our members and manageable for CVMIC staff. The primary goal is to remove financial barriers for our members and collectively reduce the risk exposure for the membership.

### Structure

A **Grant Request** form will be available on the CVMIC website ( [www.cvmic.com](http://www.cvmic.com) ) for the members to complete. This form will be submitted and reviewed by CVMIC staff to determine if the criteria for a valid submission have been met. Approved items will be reimbursed at 50% of the cost up to the allotted dollars available (see allotments) which is determined by member size: Large, Medium, or Small. Reimbursement will require payment verification and CVMIC review.

Members are required to designate a **Program Coordinator** that manages all requests for the city/village to best serve the overall needs of the municipality. CVMIC suggests that the member representative be the coordinator for the grant program. Multiple submissions are allowed up to the allotted dollar amount per member. If you identify a category that is not currently covered by the grant program please contact CVMIC to discuss the possibility of adding a new category.

### Allotments

Member Size	Amount allotted	Frequency	Member count	Total/year
Large	\$10,000	Per Calendar year	7	\$70,000
Medium	\$7,000	Per Calendar year	16	\$112,000
Small	\$5,000	Per Calendar year	23	\$115,000
Total				\$297,000

\*CVMIC and the program coordinator will be responsible for managing the cumulative expenditures for each member.

### Scheduled Dates

Grant request forms must be submitted by the program coordinator to CVMIC. Requests can be submitted and approved up to the deadline of **September 1st**. Receipts for purchased items will be accumulated and payments made when either the allotted dollar amount has been used or the payment verification deadline of **December 1<sup>st</sup>** has been reached. The intention is for CVMIC to cut a check once during the calendar year. Grant money availability is reset on January 1<sup>st</sup> of each calendar year and grant money that has not been used by the end of the calendar year is forfeited and not carried over.

### Contact Information

For questions please email Pallin at [pea@cvmic.com](mailto:pea@cvmic.com). Thank you.



# CITY OF БЕЛОIT POLICE AND FIRE DEPARTMENTS



## NOTICE OF INTENT TO APPLY FOR EXTERNAL FUNDING

DEPARTMENT: Fire Department & Police Department  
DATE: November 24, 2015  
FUNDING SOURCE: Cities & Villages Mutual Insurance Company (CVMIC)  
NAME OF GRANT: CVMIC Risk Reduction Grant Program  
AMOUNT of PROPOSED GRANT: \$7,000  
LOCAL MATCH REQUIREMENTS: \$7,000  
APPLICATION PERIOD: September 1 - December 1, 2015  
AWARD DATE: No later than 12/1/2015  
PERFORMANCE PERIOD: 2016  
MAINTENANCE OF EFFORT: None

The CVMIC Risk Reduction Grant Program is designed to offer our membership a method for obtaining equipment, services, and training materials to assist them with the reduction of injuries and loss potential. Target areas for risk reduction include workers' comp, general liability, employment practices liability, and auto liability, but additional areas of liability may be considered. The intention is to create a process that is simple to access for CVMIC members. The primary goal is to remove financial barriers for our members and collectively reduce the risk exposure for the membership.

The Beloit Police & Fire Department will be utilizing these funds to by implement a policy and training management program known as Lexipol. Lexipol is a provider of risk management policies and resources for organizations, delivering our services through a unique, web-based development system. Lexipol offers state-specific policy manuals that are integrated with scenario-based daily training on high-risk, low-frequency events. This company was recommended and endorsed by CVMIC. CVMIC is a member owned risk management, general liability and property insurance company. Total cost of the project in the first year is \$18,000. \$11,655 for the Police Department and \$6,345 for the Fire Department.

For more information please contact Fire Chief Brad Liggett at 608-364-2900.



**Lexipol**

PREDICTABLE IS PREVENTABLE®

# WISCONSIN FIRE POLICY MANUAL & DAILY TRAINING BULLETINS

Presented to:

**BELOIT FIRE DEPARTMENT**

**Lexipol**  
6B Liberty, Suite 200  
Aliso Viejo, California 92656  
949.484.4444  
[www.lexipol.com](http://www.lexipol.com)

**Jeff Daniel**  
Senior Account Executive

[jdaniel@lexipol.com](mailto:jdaniel@lexipol.com)

September 3, 2015

Chief Bradley Liggett  
Beloit Fire Department  
1111 Church Street  
Beloit, WI 53511

Dear Chief Liggett,

Thank you for the opportunity to provide your Fire Department with our Policy Manual and integrated Daily Training Bulletin service. Our goal is to help our clients successfully face the evolving challenges in the world of public safety. Lexipol provides clear benefits in terms of managing, disseminating and archiving your department's policies and training records. Departments that adopt our policy subscription service have clear, effective policy manuals that reflect the true values and philosophy of their department.

Lexipol is uniquely qualified to provide our Fire Policy Manual and Daily Training Bulletin service to your department. Since 2003, our proven policy and training solutions have helped public safety Departments across the country reduce risk and avoid litigation. Lexipol provides a highly cost-effective model and powerful, easy-to-use web-based tools that will support your department with:

- Policies that reflect up-to-date, applicable industry standards and best practices;
- Customized content for the state of **Wisconsin**;
- Daily scenario-based training that reinforces department approved policies and procedures;
- Regular updates to department policies as statutes, case law, and regulations change.

Thank you again for your interest in Lexipol. All of us at Lexipol look forward to working with you and your team.

Sincerely,

Jeff Daniel  
Senior Account Executive  
[REDACTED]

## LEXIPOL OVERVIEW

**Policy Manual Development:** Lexipol has created policy content that is specific to federal and **Wisconsin** state law. This content can then be customized by your department. Your department is prompted through interactive online software to develop policies standardized with regulatory requirements yet customized to the department's unique mission, philosophy and resource availability. The proprietary software allows efficient and accurate generation of your policy manual.

**Daily Training Bulletin Component:** The training component consists of Lexipol's Daily Training Bulletins. These give your department the ability to train and test employees on its policies and procedures. The DTBs consist of a brief scenario illustrating realistic circumstances firefighter personnel typically encounter. Each scenario is linked to a policy, which puts the policy in an operational context and helps personnel understand why the policy exists and how it applies to their daily tasks. The DTB system includes a brief test, which the firefighter must pass to be credited with the DTB training. Your policy administrator will receive DTB packages (via email) monthly, with each bulletin linked to a current policy. Your department will also have the ability to create their own customized DTBs in the Lexipol system as you identify areas that require additional training.

Lexipol's DTB training component allows you to track its training by firefighter, topic or policy. This information is archived electronically and can be produced immediately for current reports, or retrieved years later, thereby providing significant administrative support.

**Unique Qualifications:** Lexipol has established a unique set of risk management tools for public safety Departments by integrating department-specific, customized policy manuals with the Daily Training Bulletin service. The Lexipol policy and training system has helped public safety Departments throughout **Wisconsin** and the country, reduce risk and stay ahead of litigation trends, while at the same time communicating clear and concise policy guidance to their employees.

**Proprietary System and Tools:** Approximately **160** policies based on federal standards and state statutes and case law, regulatory actions, and fire best practices are available with our intuitive tool set. Your department has full editing capability to customize the manual to reflect your department's mission and philosophy. Our color-coded key reflects the origin of the content and its relative importance. The final product is a professional, well organized, easy-to-read manual online in Lexipol's Knowledge Management System and in hard copy. **There is no other system in the nation that incorporates all of these features at affordable annual subscription rates.**

▼



**Updates:** Lexipol provides regular updates in response to legislative mandates, case law and evolution in best practices. We also provide client alerts in response to precedent-setting court decisions or events that call for immediate changes to policy. **These updates can be customized by your department to reflect your department's mission and philosophy.**

**Adaptability:** Our clients range from one to 3,500 personnel and include municipal fire departments, county fire districts, municipal and county law enforcement Departments, campus, state and federal public safety Departments.

**Scale:** Over 1,800 public safety organizations representing more than 100,000 law enforcement and fire personnel in 20 states use the Lexipol system. Our subscriber base is one of the largest private networks of public safety policy collaborators in the nation.

**Archiving:** Each version of your manual is archived on the Lexipol system. This is an invaluable resource in defense litigation or personnel matters that call for authenticated copies of policy or training records years after an incident.

**Cost Effective Development:** Most small to mid-sized departments assign one firefighter or administrator to update and maintain their policy manual, which can consume 50% to 80% of the firefighter's time.

A typical firefighter does not have the experience or resources to translate statutes, case law and emerging trends into usable, defensible policy in personnel issues, firefighter health and safety and HIPAA, to name a few. At Lexipol we proactively do this work for you, typically at less than 5% of the cost of a paid firefighter or administrator.

**Ready Access:** Many departments describe their pre-Lexipol policy system as convoluted, reactive and not serving the department well. Their employees have trouble accessing the policy system because the documents are contained in disparate silos of information.



**Accreditation Feature:** The Lexipol system is an excellent complement to those departments seeking to obtain or maintain accreditation. The Lexipol system addresses the vast majority of accreditation requirements, but maintains flexibility with its customization features in order to stay current with court decisions and department-specific changes.

Lexipol has a unique *accreditation feature* – a specialized system which allows mapping specific accreditation requirements within Lexipol policy sections and subsections. Departments seeking to meet accreditation requirements simply activate this feature, and are able to add any accreditation standard that applies to that section. When used in conjunction with Lexipol’s easy-to-use editing tools, departments can update policies to meet accreditation standards at their discretion.

Lexipol’s accreditation feature also aids in making the accreditation process easier with its reporting abilities. Reports can be quickly and accurately created to reflect current policy compliance with specified accreditation standards.

**Training Support:** Your assigned policy administrators may attend any and all online training sessions (which can be repeated as many times as necessary):

1. Knowledge Management System (KMS) Training – which is your portal for policy editing and development and
2. Project Management session – which will introduce your Policy Manager to the Lexipol Electronic Client Toolkit (ECT) and the Project Management Guide (PMG).

Our Project Management Guide and Electronic Toolkit are included in the Lexipol subscription fee, and will aid your department in completing your manual in a timely fashion. Our Project Management Guide provides tips and guidelines on how to achieve this goal. The Electronic Toolkit contains “best practices” examples that may give your department some ideas as to how others have implemented the manual.

Our Program Development and Customer Service teams are also available throughout the development process to provide guidance and answer questions.

# BELOIT FIRE DEPARTMENT

## Fire Policy Manual & Daily Training Bulletins

### Based on 61 Full-Time/Career Staff

**1<sup>st</sup> Year Subscription Fee – ~~\$7,050~~ \$6,345 (includes 10% Lexipol discount and complimentary Supplemental Publication Service if Police Department & Fire Department sign up together by November 30, 2015).**

*(This fee includes all development tools, policy updates, Daily Training Bulletins and the Lexipol Forum)*

**Annual Subscription Fee – ~~\$5,550~~ \$4,995 (includes 10% Lexipol discount and complimentary Supplemental Publication Service if Police Department & Fire Department sign up together by November 30, 2015).**

*(Billed Year 2 – This fee includes all development tools, policy updates, Daily Training Bulletins and the Lexipol Forum)*

#### Services included in the Lexipol Policy Manual and Daily Training Bulletin annual subscription:

- Access to **Wisconsin** Fire Policy Manual
- Use of Proprietary System – Knowledge Management System (KMS4)
- Customization Tools
  - Editing & Customization
  - Archiving
  - Reporting
  - Tracking
  - Workflow Tools
- KMS Training
- Project Management Training
- Daily Training Bulletin Training
- Support Forum
- Accreditation Tools – *Mapping standards to Policies*
- Policy Updates
  - Release Notes – *edits, side by side comparison, detailed notes with marked changes, explanation and recommendation.*
- Daily Training Bulletin Component (**120** Unique DTBs Annually)
  - Tracking
  - Reporting
- Customer Service Support

## LEXIPOL'S ADDITIONAL SERVICES

Lexipol offers the following optional services to assist your department with implementing and managing your Lexipol Policy Manual:

### Supplemental Publication Service (Optional)

This service allows your organization to electronically link department-specific procedural content to your policy manual in Lexipol's KMS4 platform. Additional non-policy content can include such items as SOGs, SOPs, General Orders, Procedural Content, etc.

### Daily Training Bulletin Management (Optional)

Lexipol can manage your entire DTB program to take some of the workload off of your staff. Our specialists are trained in the DTB authoring process and understand how to maximize the value and applicability of the DTBs to your department.

### Policy Manual Update Administration (Optional)

Lexipol can handle all aspects of policy updates for your subscribed policy manuals (up to final approval) allowing you more time to focus on the needs of your department. Lexipol's process allows our specialists to maintain a deep knowledge of your specific manual(s), ensuring that all updates are properly integrated with your unique, customized policy manual.

### Implementation Services (Optional)

Lexipol offers customized start-to-finish project management from a dedicated member of our team. Regardless of your needs, budget or timeline, Lexipol has flexible implementation solutions to meet your organization's unique needs.

For more information or pricing on our optional services, call me to discuss next steps.

We look forward to serving your department!

Best,

Jeff Daniel  
Senior Account Executive

Phone: [REDACTED]  
Web: [www.Lexipol.com](http://www.Lexipol.com)  
Email: [jdaniel@lexpol.com](mailto:jdaniel@lexpol.com)



**Lexipol**

PREDICTABLE IS PREVENTABLE<sup>®</sup>

# WISCONSIN LAW ENFORCEMENT POLICY MANUAL & DAILY TRAINING BULLETINS

Presented to:

**BELOIT POLICE DEPARTMENT**

**Lexipol**  
6B Liberty, Suite 200  
Aliso Viejo, California 92656  
949.484.4444  
[www.lexipol.com](http://www.lexipol.com)

**Jeff Daniel**  
Senior Account Executive  
**[REDACTED]**  
[jdaniel@lexipol.com](mailto:jdaniel@lexipol.com)

COMPREHENSIVE, DEFENSIBLE POLICY AND DAILY TRAINING | LEXIPOL.COM



September 3, 2015

Chief Dave Zibolski  
Beloit Police Department  
100 State Street  
Beloit, WI 53511

Chief Zibolski,

Thank you for the opportunity to propose our Law Enforcement Policy Manual and integrated Daily Training Bulletin service to your department. Our goal is to help our clients successfully face the evolving challenges in the world of public safety. Lexipol provides clear benefits in terms of managing, disseminating and archiving your agency's policies and training records. Agencies that adopt our policy subscription service have clear, effective policy manuals that reflect the true values and policing philosophy of their agency.

Lexipol is uniquely qualified to provide our Policy Manual and Daily Training Bulletin service to your agency. Since 2003, our proven policy and training solutions have helped public safety agencies across the country reduce risk and avoid litigation. Lexipol provides a highly cost-effective model and powerful, easy-to-use web-based tools that will support your department with:

- Policies that reflect up-to-date, applicable industry standards and best practices;
- Customized content for the state of **Wisconsin**;
- Daily scenario-based training that reinforces agency approved policies and procedures;
- Regular updates to agency policies and procedures as statutes, case law, and regulations change.

Thank you again for your interest in Lexipol.

Sincerely,

LEXIPOL, LLC

Jeff Daniel  
Senior Account Executive  
[REDACTED]

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**Policy Manual Development:** Lexipol has created policy content that is specific to federal and to **Wisconsin** state law. This “master” content can then be customized by your agency. Your agency is prompted through interactive online software to develop policies standardized with regulatory requirements yet customized to the agency’s unique mission, philosophy and resource availability. The proprietary software allows efficient and accurate generation of a draft version of the manual from an online questionnaire.

**Daily Training Bulletin Component:** The training component consists of Lexipol’s Daily Training Bulletins. These give your department the ability to train and test employees on its policies and procedures. The DTBs consist of a brief scenario illustrating realistic circumstances officers typically encounter. Each scenario is linked to a policy, which puts the policy in an operational context and helps sworn personnel understand why the policy exists and how it applies to their daily tasks. The DTB system includes a brief test, which the officer must pass to be credited with the DTB training. Your policy administrator will receive DTB packages (via email) monthly, with each bulletin linked to a current policy. Your agency will also have the ability to create their own customized DTBs in the Lexipol system as you identify areas that require additional training.

Lexipol’s DTB training component allows you to track its training by officer, topic or policy. This information is archived electronically and can be produced immediately for current reports, or retrieved years later, thereby providing significant litigation and administrative support.

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**Adaptability:** Our clients range from one to 3,500 sworn personnel and include municipal police departments, county sheriff offices, county district attorney offices, port police, probation departments, school district and university police, tribal police, state regulatory, fire and law enforcement agencies, federal agencies and military agencies.

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A typical officer does not have the experience or resources to translate statutes, case law and emerging trends into usable, defensible policy in patrol, investigations, traffic, property, custody or personnel. At Lexipol we proactively do this work for you, typically at less than 5% of the cost of an officer.

**Ready Access:** Many agencies describe their pre-Lexipol policy system as convoluted, reactive and not serving the agency well. Their employees have trouble accessing the policy system because the documents are contained in disparate silos of information.

**Policy Training:** The integrated Daily Training Bulletin component is a customized, scenario-based daily training program that links directly to the policy manuals. The Daily Training Bulletin program is standardized, verifiable, realistic, and ongoing training that links directly to your policy manual. Archiving of training records provides verifiable evidence of achieving specific learning objects.

**Accreditation Feature:** The Lexipol system is an excellent complement to those agencies seeking to obtain or maintain accreditation. The Lexipol system addresses the vast majority of accreditation requirements, but maintains flexibility with its customization features in order to stay current with court decisions and agency-specific changes.

Lexipol has a unique *accreditation feature* – a specialized system which allows mapping specific accreditation requirements within Lexipol policy sections and subsections. Agencies seeking to meet accreditation requirements simply activate this feature, and are able to add any accreditation standard that applies to that section. When used in conjunction with Lexipol's easy-to-use editing tools, agencies can update policies to meet accreditation standards at their discretion.

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Our Program Development and Customer Service teams are also available throughout the development process to provide guidance and answer questions.





PREDICTABLE IS PREVENTABLE

**Proposal 2015**  
**BELOIT POLICE DEPARTMENT**  
**Law Enforcement Policy Manual & Daily Training Bulletins**  
Based on 73 full-time/sworn personnel

**Year 1**

**1<sup>st</sup> Year Subscription Fee - ~~\$12,950~~ \$11,655 (includes 10% Lexipol discount and complimentary Supplemental Publication Service if Police Department & Fire Department sign up together by November 30, 2015).** *(This fee includes all development tools, policy updates, Daily Training Bulletins, Lexipol Forum)*

**Year 2** (to be billed annually beginning Year 2)

**Annual Update Fee - ~~\$11,450~~ \$10,035 (includes 10% Lexipol discount and complimentary Supplemental Publication Service if Police Department & Fire Department sign up together by November 30, 2015).** *(Billed Year 2 – This fee includes all development tools, policy updates, Daily Training Bulletins, Lexipol Forum)*

Services included in the Lexipol Policy Manual and Daily Training Bulletin annual subscription:

- Lexipol **Wisconsin Law Enforcement Policy Manual** (150+ policies), accessed through Lexipol's web-based Knowledge Management System (KMS);
- Editing and customization tools;
- Regular policy updates in response to legislative mandates, case law and evolution in best practices;
- Daily Training Bulletins;
- Archiving and reporting capabilities;
- Accreditation feature;
- Training and customer service support;
- Lexipol Forum

## ADDITIONAL SERVICES

Lexipol offers the following optional expanded services to assist your department with implementing and managing your Lexipol Policy Manual:

### **Supplemental Publication Service (Optional)**

This service allows your organization to electronically link department-specific procedural content to your policy manual in Lexipol's KMS4 platform. Additional non-policy content can include such items as SOGs, SOPs, General Orders, Procedural Content, etc.

### **Daily Training Bulletin Management (Optional)**

Lexipol can manage your entire DTB program to take some of the workload off of your staff. Our specialists are trained in the DTB authoring process and understand how to maximize the value and applicability of the DTBs to your department.

### **Policy Manual Update Administration (Optional)**

Lexipol can handle all aspects of policy updates for your subscribed policy manuals (up to final approval) allowing you more time to focus on the needs of your department. Lexipol's process allows our specialists to maintain a deep knowledge of your specific manual(s), ensuring that all updates are properly integrated with your unique, customized policy manual.

### **Implementation Services (Optional)**

Lexipol offers customized start-to-finish project management from a dedicated member of our team. Regardless of your needs, budget or timeline, Lexipol has flexible implementation solutions to meet your organization's unique needs.

*Please inquire if you would like more information, including a price quote, for these additional services.*

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO AMEND SECTION 1.28(3), TO REPEAL SECTIONS 1.51(3)(g) and (i) AND TO CREATE SECTIONS 1.59 AND 1.60 OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF БЕЛОIT PERTAINING TO THE HUMAN RESOURCES AND INFORMATION SERVICES DEPARTMENTS.**

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

Section 1. Section 1.28(3) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“(3) DUTIES. The Director of Human Resources shall perform the duties required by State Statutes, Municipal Code, and such other duties as the City Manager shall prescribe.”

Section 2. Section 1.51(3)(g) and (i) of the Code of General Ordinances of the City of Beloit is hereby repealed.

Section 3. Section 1.59 of the Code of General Ordinances of the City of Beloit is hereby created to read as follows:

“1.59 HUMAN RESOURCES DEPARTMENT.

- (1) DEPARTMENT CREATED. There is hereby established an executive department of municipal government of the City entitled Human Resources. This Department shall include a Director, who shall be known as the Human Resources Director and such other employees as are provided from time to time by the City Council.
- (2) POWERS AND DUTIES. The Human Resources Department shall be responsible for all of the personnel and labor relations and related Human Resource functions and activities of the municipal government. The Department shall also be responsible for the administration of various employee benefit programs and shall maintain all of the City's official personnel records.
- (3) ORGANIZATION. The Department shall be under the supervision and control of the City Manager.”

Section 4. Section 1.60 of the Code of General Ordinances of the City of Beloit is hereby created to read as follows:

“1.60 INFORMATION SYSTEMS DEPARTMENT.

- (1) DEPARTMENT CREATED. There is hereby established an executive department of municipal government of the City entitled Information Systems. This Department shall include a Director, who shall be known as the Information Services Director and such other employees as are provided from time to time by the City Council.
- (2) POWERS AND DUTIES. The Information Services Department shall be responsible for all of the City's computer technologies including hardware and software systems, as well as providing employee training and assistance related to the technology functions of municipal government.
- (3) ORGANIZATION. The Department shall be under the supervision and control of the City Manager.”

Section 5. This ordinance shall be in force and take effect upon passage and publication.

Adopted this 21<sup>st</sup> day of December, 2015.

BELOIT CITY COUNCIL

By: \_\_\_\_\_  
Charles M. Haynes, President

ATTEST:

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

PUBLISHED: \_\_\_\_\_  
EFFECTIVE DATE: \_\_\_\_\_  
01-611100-5231- \_\_\_\_\_

tdh/ordinances/ 1.28, 1.51, 1.59 and 1.60 = ORD 20151117 (15-1200)

# CITY OF BELOIT



## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** An Ordinance to Amend Section 1.28(3), to repeal sections 1.51(3)(g) and (i) and to create sections 1.59 and 1.60 of the code of general ordinances of the City of Beloit pertaining to the Human Resources and Information Systems Departments.

**Date:** December 1, 2015

**Presenter:** Lori Curtis Luther, City Manager

**Department:** City Manager

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### Overview/Background Information:

The Human Resources (HR) and Information System (IS) functions currently reside within the Office of Finance and Administration. Upon my hire, the HR Manager and IS Manager began attending Department Head meetings because from my perspective, their direct input is critical to the overall leadership of the organization. These positions currently serve as division directors. To further strengthen their roles within the organization, I recommend the attached ordinance be approved to convert their positions from division directors to department directors and for free standing offices of Human Resources and Information Systems to fall directly under the supervision of the City Manager. There is no anticipated budget impact as the salaries of the impacted positions already fall within the range of established department directors.

The Office of Finance and Administration is one of the largest of the City's Departments and has experienced reduced staffing levels. I believe that the focus of this department's time and efforts should be on the supervision and execution of services related to finance, treasury, clerk's office, assessments, accounting, payroll, and risk management.

---

### Key Issues:

1. In a post Act-10 environment, the City is in a position to create more standardized policies and procedures that are more citywide in perspective and less unique to individual work units or prior union groups. This is an opportunity to maximize efficiencies and enhance equity across the entire organization.
  2. With a key objective being the continuous modernization of our organization, IS must play a central role in all decisions regarding the selection, procurement, implementation and maintenance of technological solutions. This centralized approach will utilize a team orientation with the direct input and involvement of each department. It is my goal to enhance our project management capabilities as we move forward.
  3. Both issues above are recommended to be pursued with HR and IS being led by individuals at a rank equal to the department directors with whom they will be working on a regular basis.
- 

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

Approval of this Ordinance would comply with the City Manager's goal to provide efficient and effective management of day to day governmental services and operations.

---

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

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

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

---

### Action required/Recommendation:

The ordinance has been reviewed by city staff and is recommended for approval.

---

### Fiscal Note/Budget Impact:

This ordinance change does not impact the city's overall budget.

---

### Attachments:

Proposed ordinance

**2015-2016**  
**City of Beloit**  
**Winter Maintenance**

**By Christine Walsh**

# General Policy Statement

❖ To provide safe travel throughout the city



# Winter Maintenance Goals

- ❖ **Address the expectations of our community**
- ❖ **Be fiscally responsible**
- ❖ **Provide a safe level of service**
- ❖ **Consider environmental impact**





# **Benefits of an Efficient, Effective and Safe Winter Operations Plan**

- ❖ Economic stability**
- ❖ A safe transportation system**
- ❖ Increased mobility**
- ❖ Enhanced emergency services**

# **Benefits of an Efficient, Effective and Safe Winter Operations Plan**

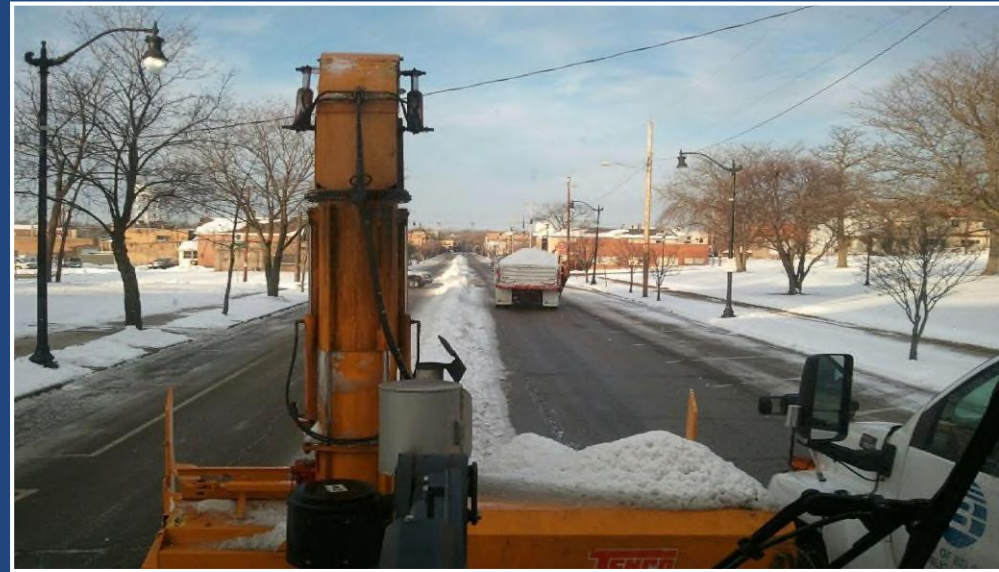
- ❖ Reduced liability**
- ❖ Improved quality of life**
- ❖ Public acceptance**
- ❖ Reduced environmental effects**

# Objectives

- ❖ **Minimize hazards**
- ❖ **Reduce economic losses**
- ❖ **Restore traffic conditions**
- ❖ **Service is efficient and environmentally responsible**

# Prioritization

- **Arterials, Mains, Hills, Bridges**
- **Secondaries (residential)**
- **Parking lots, Alleys, Sidewalks**



# Level of Service



# Key Issues

- ❖ Personnel & route assignments
- ❖ Training
- ❖ Fleet/equipment
- ❖ Appropriate use of materials
- ❖ Weather information





14 2:55 PM

# Resident Responsibilities

- Sidewalks





# Resident Responsibilities

- **Mailbox**



# Resident Responsibilities

- **Moving Snow**



# Resident Responsibilities

- Declaration of Snow Emergency - PSA



City of  
**BELOIT**, Wisconsin  
Public Works Operations

FOR IMMEDIATE RELEASE

**Contact:** Chris Walsh, Operations Director  
2351 Springbrook Court • Beloit, WI 53511  
Office: 608/364-2929 • Fax: 608/364-2930  
[www.beloitwi.gov](http://www.beloitwi.gov)  
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## DECLARATION OF SNOW EMERGENCY

**Date:** —In accordance with City Ordinance §13.04(1), the City of Beloit, hereby declares a snow emergency.

The declaration shall take effect at \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, 2015  
(time) (day) (month & date)

and remain in effect until \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, 2015  
(time) (day) (month & date)

During the declaration, vehicles parked or standing on a City street is prohibited. Please remember to park vehicles in a driveway or in an approved off-street parking lot listed below. The Police Department may ticket and/or tow away any motor vehicle, trailer or semitrailer found in violation of this declaration at the owner's expense.



# Resident Responsibilities

- **Snow Covered Vehicles**



# **SNOW EMERGENCY PARKING**

- ❖ Krueger Park Upper**
- ❖ Krueger Golf Course**
- ❖ Wooten Park**
- ❖ Rotary Center**
- ❖ Jones Shelter**
- ❖ Angel Museum**
- ❖ Third St (South Lot)**
- ❖ Third St (North Lot)**
- ❖ Ironworks (Fourth St)**
- ❖ W. Grand Ave Lot**
- ❖ Telfer Park (2100 Cranston Rd)**

**WHAT DO I DO HERE?**



# For More Information

❖ (608) 364-2929

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

❖ Facebook

**Questions?**