



**AMENDED AGENDA
BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, February 15, 2016**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
 - a. Proclamation in recognition of **Beloit International Film Festival** (Haynes)
4. PUBLIC HEARINGS
 - a. Proposed Ordinance amending the City of Beloit's **Zoning District Map** to change the zoning district classification of the property located at 736 Oak Street from R-1B, Single-Family Residential District to R-2, Two-Family Residential District (Christensen)
Plan Commission recommendation for denial 6-0 First Reading
5. CITIZEN PARTICIPATION
6. CONSENT AGENDA

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

 - a. Approval of the **Minutes** of the Regular Meeting of February 1, 2016 (Stottler)
 - b. Resolution approving **Change of Agent** for Casey's Marketing Company d/b/a Casey's General Store #3316, located at 2350 Cranston Road from Nancy Gollmer to Jeff Kimberly (Stottler) ABLCC recommendation for approval 7-0
7. ORDINANCES
 - a. Proposed Ordinance to Amend Sections 25.04(4)(d) and 13.18 of the Code of General Ordinances of the City of Beloit pertaining to **Parking Enforcement** (Zibolski)
Second Reading
 - b. Proposed Ordinance to Amend Section 25.04(4)(d) of the Code of General Ordinances of the City of Beloit pertaining to Officials authorized to **Issue Citations related to Annual Rental Dwelling Permits** (Christensen) Second Reading
 - c. Proposed Ordinance amending the City of Beloit's **Zoning District Map** to change the zoning classification of the property located at 2345 Prairie Avenue (River of Life UMC) from R-1A, Single-Family Residential District to PLI, Public Lands and Institutions District (Christensen)
Plan Commission recommendation for approval failed 2-2 Second Reading

8. APPOINTMENTS – None

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

10. CITY MANAGER'S PRESENTATION

- a. Annual **Landmarks Commission Report** - 2015 (Alex Blazer, Chairperson)

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Resolution Authorizing **Application and Acceptance of a Community Grant** from the National Council on Aging for "The Aging Mastery Program" and amending the 2016 Grinnell Senior Center Operating Budget for this Grant Program (Schutt)
- b. The City Council may convene in closed session pursuant to section 19.85(1) (g), Wis. Stats., for the purpose of conferring 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, specifically to consider the possible **settlement of Mark Johnson v. City of Beloit**, 13-CV-863. The City Council may thereafter reconvene in open session pursuant to section 19.85(2), Wis. Stats., for possible action on the matter discussed in closed session.

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: February 10, 2016
Lorena Rae Stottler
City of Beloit City Clerk
www.beloitwi.gov

You can watch this meeting live on Charter PEG digital channel 992. Meetings are rebroadcast during the week of the Council meeting on Tuesday at 1:00 p.m.; Thursday at 8:30 a.m.; and Friday at 1:00 p.m.

WHEREAS, the Beloit International Film Festival (BIFF) will launch its second decade, February 19-28, 2016; and

WHEREAS, BIFF has worked tirelessly to bring Beloit to the world and the world to Beloit; and

WHEREAS, BIFF has been the first film festival to form an affiliation with the renowned Hollywood Film Festival in Los Angeles; and

WHEREAS, the success of the annual festival is largely based on volunteer efforts of hundreds of individuals in the region, including the year-round work of the BIFF Board of Directors; and

WHEREAS, the business, financial and non-profit communities in Beloit have come forward annually to enthusiastically support BIFF; and

WHEREAS, more than 100 films from all genres will be screened over the course of ten days at seven venues, with more than 100 filmmakers attending from across the United States and from a score of foreign nations; and

WHEREAS, this year, Hemal Trivedi, director of the award-winning documentary *Among the Believers*, will greet guests at BIFF in her role as Honorary Chair; and

WHEREAS, thousands of school children from the region are given the opportunity to improve critical viewing skills through the Kids@BIFF program; and

WHEREAS, BIFF continues to expand its year-round offerings through weekly and outdoor screenings of independent and classic films.

NOW, THEREFORE, THE PRESIDENT OF THE БЕЛОIT CITY COUNCIL hereby honors the Beloit International Film Festival on its eleventh season and thanks the hundreds of volunteers for celebrating the City and its people through the power of film. The President further urges all citizens to enjoy these programs and to extend the welcome of our community to all the filmmakers and visitors to Beloit.

Presented this 15th day of February, 2016.

Charles M. Haynes, Council President

ATTEST:

Lorena Rae Stottler, City Clerk

ORDINANCE NO. _____

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

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

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

The following described land, also known as 736 Oak Street, is hereby changed from R-1B, Single-Family Residential District to R-2, Two-Family Residential District:

Lot 8, Block 6 of Walker's Addition, City of Beloit, Rock County, Wisconsin.
Said parcel contains 0.2 acre, more or less.

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

Adopted this ____ day of _____, 2016.

City Council of the City of Beloit

Charles M. Haynes, Council President

Attest:

Lorena Rae Stottler, City Clerk

Published this ____ day of _____, 2016

Effective this ____ day of _____, 2016

01-611100-5231-_____

CITY OF БЕЛОIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Zoning Map Amendment Application for the property located at 736 Oak Street

Date: February 15, 2016

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

Bev Krueger has submitted an application for a Zoning Map Amendment to change the zoning district classification from R-1B, Single-Family Residential District to R-2, Two-Family Residential District, for the property located at 736 Oak Street.

Key Issues (maximum of 5):

- There is a 1,780 square-foot, two-story residential (rental) building on the subject property. The applicant purchased the subject property on August 31, 2015. Prior to the applicant's purchase of the subject property, the property was a legal nonconforming duplex in a single-family zoning district. It is unknown exactly when the duplex use was discontinued. However, Planning staff sent a letter to the previous owner on August 24, 2015, notifying him that the subject property had lost its nonconforming duplex status due to the lack of a 2014 Rental Dwelling Permit. Since it was not legally occupied during 2014, it can no longer be used as a duplex.
- The applicant is seeking to rezone the subject property to R-2 in order to use the subject property as a two-family rental. Planning staff advised the applicant prior to submittal that the proposed R-2 zoning is inconsistent with the Comprehensive Plan and would constitute spot zoning.
- The subject neighborhood was downzoned to R-1B more than a decade ago in an attempt to reduce overcrowding and inappropriate density resulting from the conversion of single-family homes into 2- and 3-unit dwellings. At the time of the downzoning, all existing properties with more than one legally established unit were given grandfathered status, technically known as legal nonconforming status. According to state law, when a legal nonconforming use is discontinued for more than one year, the property must conform to the underlying zoning district classification. There have been dozens of properties in the vicinity of the subject property that have lost their nonconforming status after sitting vacant for a year or failing to obtain a Rental Permit for a year or more.
- The primary existing use within the general area of the subject property is single-family residential. While there are certainly some remaining nonconforming 2- and 3-unit dwellings, they will eventually lose their nonconforming status and will need to be converted to single-family dwellings.
- Planning staff mailed the attached Public Notice to the owners of nearby properties. As of this writing, staff has been contacted by two neighbors who oppose the requested rezoning to R-2. An opposition letter is attached.
- The Plan Commission reviewed this item on February 3, 2016 and voted unanimously (6-0) to recommend denial of this Zoning Map Amendment.

Consistency with Comprehensive Plan and Strategic Plan:

The Comprehensive Plan's Future Land Use Map (#10) recommends Single-Family Residential – Urban uses for the subject property and the entire immediate area. The requested rezoning to R-2 is inconsistent with the Comprehensive Plan, and if approved would violate Section 66.1001(3) of Wisconsin Statutes. Consideration of this request supports City of Beloit Strategic Goal #5.

Sustainability:

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

Action required/Recommendation:

- City Council consideration and 1st reading of the proposed Ordinance

Fiscal Note/Budget Impact: N/A

Attachments: Ordinance, Staff Report to the Plan Commission, and Opposition Letter

CITY OF BELOIT

REPORT TO THE BELOIT CITY PLAN COMMISSION



Meeting Date: February 3, 2016 **Agenda Item:** 3 **File Number:** ZMA-2016-02
Applicant: Bev Krueger **Owner:** Bev Krueger **Location:** 736 Oak Street
Current Zoning: R-1B, Single-Family **Existing Land Use:** Single-Family **Parcel Size:** 0.2 Acre
Proposed Zoning: R-2, Two-Family

Request Overview/Background Information:

Bev Krueger has submitted an application for a Zoning Map Amendment to change the zoning district classification from R-1B, Single-Family Residential District to R-2, Two-Family Residential District, for the property located at 736 Oak Street.

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

- North: R-1B, Single-Family Residential; Single-Family Dwelling (Rental)
- South: R-1B, Single-Family Residential; Single-Family Dwelling (Rental)
- East: R-1B, Single-Family Residential; Single-Family Dwelling
- West: R-1B, Single-Family Residential; Single-Family Dwelling

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

Key Issues:

- There is a 1,780 square-foot, two-story residential (rental) building on the subject property.
- The applicant purchased the subject property on August 31, 2015. Prior to the applicant's purchase of the subject property, the property was a legal nonconforming duplex in a single-family zoning district. It is unknown exactly when the duplex use was discontinued. However, Planning staff sent a letter to the previous owner on August 24, 2015, notifying him that the subject property had lost its nonconforming duplex status due to the lack of a 2014 Rental Dwelling Permit. Since it was not legally occupied during 2014, it can no longer be used as a duplex.
- The applicant is seeking to rezone the subject property to R-2 in order to use the subject property as a two-family rental. Planning staff advised the applicant prior to submittal that the proposed R-2 zoning is inconsistent with the Comprehensive Plan and would constitute spot zoning.
- There is a driveway and a structurally unsound detached garage on the subject property that needs to be substantially repaired or demolished.
- The R-1B District is primarily intended to accommodate single-family detached dwellings on moderate-sized lots. The subject neighborhood was downzoned to R-1B more than a decade ago in an attempt to reduce overcrowding and inappropriate density resulting from the conversion of single-family homes into 2- and 3-unit dwellings. At the time of the downzoning, all existing properties with more than one legally established unit were given grandfathered status, technically known as legal nonconforming status. According to state law, when a legal nonconforming use is discontinued for more than one year, the property must conform to the underlying zoning district classification. There have been dozens of properties in the vicinity of the subject property that have lost their nonconforming status after sitting vacant for a year or failing to obtain a Rental Permit for a year or more.
- Planning staff mailed the attached Public Notice to the owners of nearby properties. As of this writing, staff has been contacted by one neighbor who opposes the requested rezoning to R-2.
- **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 primary existing use within the general area of the subject property is single-family residential. While there are certainly some remaining nonconforming 2- and 3-unit dwellings, they will eventually lose their nonconforming status and will need to be converted to single-family dwellings.
 - b. *The zoning classification of property within the general area of the subject property;*
 - The subject property is located in the middle of a large R-1B District. To rezone the subject property to R-2 would constitute unlawful spot zoning.
 - 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 existing R-1B district. The subject property is too narrow (66' vs. 70') and too small (8,712 square-feet vs. 8,750 square feet) to be a suitable duplex lot.
- d. *The trend of development and zoning map amendments in the general area of the subject property.*
- There has been very little development activity and few zoning map amendments in the immediate area during the past decade.

Consistency with Comprehensive Plan and Strategic Plan:

The Comprehensive Plan's Future Land Use Map (#10) recommends Single-Family Residential – Urban uses for the subject property and the entire immediate area. This recommendation is intended to encourage single-family dwellings and the downsizing of multi-unit dwellings, and to encourage owner occupancy and property reinvestment. The requested rezoning to R-2, Two-Family Residential is not consistent with the Comprehensive Plan, and if approved would violate Section 66.1001(3) of Wisconsin Statutes.

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

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

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

Staff Recommendation:

Based upon the above Findings of Fact and the City's Comprehensive Plan, the Planning & Building Services Division recommends **denial** of a Zoning Map Amendment to change the zoning district classification from R-1B, Single-Family Residential District to R-2, Two-Family Residential District, for the property located at 736 Oak Street.

Fiscal Note/Budget Impact: N/A

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

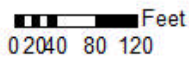
Location & Zoning Map

736 Oak Street

ZMA-2016-02



1 inch = 163 feet



Legend

-  City Limits
-  Zoning District

Map prepared by: Drew Pennington, AICP
Date: January 2016
For: City of Beloit Planning & Building Services
Date of Aerial Photography: March 2011

PLANNING & BUILDING SERVICES DIVISION

CITY of BELOIT

PLANNING & BUILDING SERVICES DIVISION

100 State Street, Beloit, WI 53511

Phone: (608) 364-6700

Fax: (608) 364-6609

Zoning Map Amendment Application Form

(Please Type or Print)

File No.: ZMA-2016-02

1. Address of subject property: 736 OAK ST

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: 66 wide feet by 132 deep feet = _____ square feet.

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

3. Tax Parcel Number(s): 13570505

4. Owner of record: Beverly J. Krueger Phone: 608-882-4291
339 East Main Evansville WI 53536
(Address) (City) (State) (Zip)

5. Applicant's Name: Bev Krueger
same 339 E. Main Evansville WI 53536
(Address) (City) (State) (Zip)

608 882-4291 / 614-578-5397 / beuscholpbs@yahoo.com
(Office Phone #) (Cell Phone #) (E-mail Address)

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

Change zoning district classification from: R-1b to: R-2

All existing uses on this property are: Rental. Was built as a 2-flat originally. Been a two-flat until last owner let zoning expire

7. All the proposed uses for this property are:

Principal use(s): Rental - upper & lower -

When I bought this in Aug of 2015 I was not told that seller had lost his zoning. Have owned two rental houses in Beloit was last 30 years.

Secondary use(s): _____

1 R. 1 house unit rental - Really too big for most families

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): Bev J. Krueger Phone: 608 882 4291
339 E. Main Evansville WI 535 36
(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.

Beverly J. Krueger Beverly J. KRUEGER 1-4-16
(Signature of Owner) (Print name) (Date)

(Signature of Applicant, if different) (Print name) (Date)

In order for your request to be heard and considered in a timely manner, you must submit the completed application and all accompanying documents to the Division for acceptance by the filing deadline date prior to a scheduled Plan Commission meeting. This application must be submitted with the \$275.00 application fee. Applicants will also be charged a fee for mailing public notices at the rate of \$0.50 per notice. An invoice for this fee will be sent to the applicant, and it is typically between \$5.00 and \$20.00.

To be completed by Planning Staff			
Filing Fee: \$275.00	Amount Paid: <u>\$275.00</u>	Meeting Date: <u>Feb. 3, 2016</u>	
Number of notices: _____ x mailing cost (\$0.50) = cost of mailing notices: \$ _____			
Application accepted by: <u>Draffington</u>		Date: <u>1/5/16</u>	
Date Notice Published: _____		Date Notice Mailed: _____	



NOTICE TO THE PUBLIC

January 20, 2016

To Whom It May Concern:

Bev Krueger has submitted an application for a Zoning Map Amendment to change the zoning district classification from R-1B, Single-Family Residential District to R-2, Two-Family Residential District, for the property located at:

736 Oak Street.

There is a two-story residential (rental) building on the subject property. Prior to the applicant's purchase of the subject property, Planning staff sent a letter to the previous owner notifying him that the subject property had lost its nonconforming duplex status due to the lack of a 2014 Rental Dwelling Permit and could only be used as a single-family dwelling. The applicant is seeking to rezone the subject property to R-2 in order to use the property as a two-family rental.

The following public hearings will be held regarding this application:

City Plan Commission: Wednesday, February 3, 2016, 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, February 15, 2016, 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. Comments will be accepted via telephone, email, and U.S. Mail.

JERRY DRAKE
523 ST LAWRENCE AVE
BELOIT, WI 535115324

KHALID ABDELRAHEM
411 ST LAWRENCE AVE
BELOIT, WI 53511

DUANE BLAKEMAN
419 ST LAWRENCE AVE
BELOIT, WI 535115322

WILLIAM MACKENZIE
423 ST LAWRENCE AVE
BELOIT, WI 535110818

FREEDOM PROPERTY INVESTMENTS
LLC
1655 COPELAND AVE #130
BELOIT, WI 53511

DOUGLAS CASH
P O BOX 1317
BELOIT, WI 535121317

CALVIN JOHNSON
519 ST LAWRENCE AVE
BELOIT, WI 535115324

JENNIFER NEWLAND
712 ELM ST
BELOIT, WI 53511

JUDITH BRODERICK
713 ELM ST
BELOIT, WI 53511

ANDREW THOMAS
622 PROSPECT AVE
JANESVILLE, WI 535452338

RICHARD & CANDY NELSON
2243 N POW WOW TRL
BELOIT, WI 53511

GERARDO FLORES
716 OAK ST
BELOIT, WI 53511

MICHAEL L & CHERYL SAARI
717 ELM ST
BELOIT, WI 53511

MICHAEL LOVAAS
718 ELM ST
BELOIT, WI 53511

SUSAN GARDUNO
718 VINE ST
BELOIT, WI 53511

OTHONIEL & TARCILA CASTRO
723 OAK ST
BELOIT, WI 53511

JOSEPH W & KATHLEEN E VICKERMAN
FAMILY TRUST
722 OAK ST
BELOIT, WI 535115304

EDWARD & SUSAN DOWDY
1815 HENDERSON AVE
BELOIT, WI 53511

OMAR MUNOZ
724 VINE ST
BELOIT, WI 53511

MARCO FLORES
724 ELM ST
BELOIT, WI 53511

ST PAUL LUTHERAN CHURCH
617 ST LAWRENCE AVE
BELOIT, WI 535115326

CHRIST JESUS INC THE APOSTOLIC
ASSEMBLY OF FAITH IN
725 OAK ST
BELOIT, WI 53511

MARVIN MILNER
P O BOX 1161
BELOIT, WI 535121161

ALL STATES INVESTMENTS LLC
P O BOX 35
PLYMOUTH, WI 53073

CLARENCE & JOAN DRINKWATER
736 ELM ST
BELOIT, WI 535115301

GATEWAY REDEVELOPMENT LLC
P O BOX 41
BELOIT, WI 53512

MARY SUE BUTZLER
735 OAK ST
BELOIT, WI 535115303

DARYL & KATHERINE SWAIN
737 ELM ST
BELOIT, WI 53511

JAMES PECK INVESTMENTS LLC
P O BOX 670
CLINTON, WI 53525

C & L BENNETT PROPERTY
MANAGEMENT LLC
529 MAIDEN ST
MINERAL POINT, WI 53565

FELIPE & ROSALIA MARTIN
2565 SKYLINE DR
BELOIT, WI 53511

WILLIE BUCHANAN
748 VINE ST
BELOIT, WI 53511

DENISE CARTER
751 OAK ST
BELOIT, WI 53511

JAAS REAL ESTATE MANAGEMENT CO
P O BOX 1183
BELOIT, WI 535121183

ANTHONY J & JESSICA L GONZALES
879 PETUNIA LN
BELOIT, WI 53511

ANN VALADEZ
750 ELM ST
BELOIT, WI 535115301

PAUL JACOBSON
756 VINE ST
BELOIT, WI 535115306

JEFFERY BAARS
408 ROOSEVELT AVE
BELOIT, WI 53511

NANCY ACY
414 ROOSEVELT AVE
BELOIT, WI 53511

JOSEPH MODLINGER
755 OAK ST
BELOIT, WI 53511

LESLIE RILEY
401 NINTH ST
BRODHEAD, WI 53520

DIANE TUTTLE
512 ROOSEVELT AVE
BELOIT, WI 53511

HUGO BRAVO
514 ROOSEVELT AVE
BELOIT, WI 53511

ARMANDO RAMIREZ
757 ELM ST
BELOIT, WI 53511

GEORGE BAUMANN
756 ELM ST
BELOIT, WI 535115301

ROY STUBBS
817 OAK ST
BELOIT, WI 53511

GUILLERMO B & ALICE ARELLANO
505 ROOSEVELT AVE
BELOIT, WI 535113065

GUADALUPE SALCIDO
515 ROOSEVELT AVE
BELOIT, WI 53511

GRANT LLC
P O BOX 95
JANESVILLE, WI 53547

Re: 736 Oak

Plan Commission

The city has more than enough rentals.
Please do not approve more. We are tired
of rentals! People move in one month
and are gone in two or three. This
doesn't help create a stable neighborhood.
Please vote NO to the duplex!

Rec'd via
Hand Delivery 2/3/16



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Tuesday, February 1, 2016

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

1. President Haynes called the meeting to order at 7:00p.m. in the Forum at Beloit City Hall.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS – None
4. PUBLIC HEARINGS
 - a. Community Development Director, Julie Christensen, presented a resolution authorizing an amended **Planned Unit Development** (PUD) Master Land Use Plan for the property located at 2851 Milwaukee Road for the Menards Warehouse Addition. Tyler Edwards, on behalf of Menard, Inc. has submitted an amended Planned Unit Development (PUD) - Master Land Use Plan for the property located at 2851 Milwaukee Road. The PUD District is a special-purpose zoning district that permits greater flexibility in land planning and site design than conventional zoning districts and is intended to provide flexibility in architectural design and land uses.
 - The applicant has proposed the construction of a warehouse expansion at their Beloit store in order to meet demand and remain competitive in the market.
 - A condition in the original PUD – Master Land Use Plan, authorized in September of 2005, limits the accessory lumber/warehouse building space to a total of 27,000 sq. ft.
 - The existing warehouse is 26,430 sq. ft. and primarily used for lumber storage.
 - The proposed warehouse addition is approximately 22,660 sq. ft. and will be identical in appearance to the existing warehouse structure.
 - The applicant is requesting the approval of an amended PUD – Master Land Use Plan that will allow for up to 50,000 sq. ft. of warehouse space in order to accommodate the expansion.
 - If approved, the Fire Dept. will require the applicant to address several issues in the final building plan submittal.
 - The Plan Commission reviewed this item on January 20, 2016 and voted unanimously (4-0) to recommend approval of the amended PUD - Master Land Use Plan, based upon the standards in Section 2-402(g) of the Zoning Ordinance.President Haynes opened the public hearing. Tyler Edwards was present and asked the Council to consider this proposal and encouraged them to vote in favor of the resolution. President Haynes closed the public hearing. Councilors Luebke and De Forest made a motion to approve as presented. Motion carried. File 8195
 - b. Community Development Director, Julie Christensen, presented a proposed Ordinance amending the City of Beloit's **Zoning District Map** to change the zoning classification of the property located at 2345 Prairie Avenue (River of Life UMC) from R-1A, Single-Family Residential District to PLI, Public Lands and Institutions District. Kevin Cook of JNB Signs, on behalf of River of Life United Methodist Church (RLUMC), has submitted an application for a Zoning Map Amendment to change the zoning district classification from R-1A, Single-Family Residential District to PLI, Public Lands and Institutions District, for the property located at 2345 Prairie Avenue.
 - RLUMC hired Kevin Cook of JNB Signs to replace the existing ground monument sign facing Prairie Avenue.
 - Due to strict limitations on signage in the R-1A, Single-Family Residential District, the applicant is seeking a Zoning Map Amendment to allow his client more flexibility when considering options

for new signage.

- RLUMC has expressed interest in using an Electronic Variable Messaging (EVM) secondary sign – a sign type permitted in the PLI, Public Lands and Institutions District.
- Aldrich Intermediate School, located directly across the street, was recently granted a sign permit to install an EVM sign facing Prairie Avenue.
- The potential EVM sign would be reviewed under the Architectural Review process and be subject to brightness restrictions in order to protect nearby residences from ambient light.
- One Plan Commissioner expressed a concern that if the church use ever ceased, a future owner may have difficulty developing the lot for residential uses.
 - The Comprehensive Plan recommends Single-Family Residential - Urban for the subject parcel. Therefore, if a new owner acquires the property with the intent to develop a residential use, the parcel may be simply rezoned back to an R-1A, Single-Family Residential District.
- A second Plan Commissioner was concerned about the 75 sq. ft. maximum sign area for EVM signs and that even if the church doesn't want a 75 sq. ft. sign, a new owner could have up to that size.
 - RLUMC has not expressed interest in installing a sign of that scale. A potential EVM sign installed on the property would serve as a secondary, smaller sign to a primary, non-EVM sign.
- Planning staff supports this proposed Zoning Map Amendment, as it will grant RLUMC more flexibility when implementing new signage – an issue resolved for other institutions in Beloit by rezoning. PLI is also a more appropriate zoning classification for the church use.
- The Plan Commission reviewed this item on January 20, 2016 and failed to pass a motion (2-2) to recommend approval of this Zoning Map Amendment.

This is a first reading. President Haynes opened the public hearing. Kevin Cook spoke in favor of the proposed change. He explained that he was approached by the church management and they were seeking to place a sign on the property and that the first step was to have the property rezoned. He'd like the Council to vote in favor so they can proceed. Pat and Roger Sands spoke on behalf of the church explaining that the existing sign is difficult to get at in winter months and is not modern. They are seeking a sign similar to the one Aldrich Middle School uses directly across the street. President Haynes closed the public hearing. Councilors Kincaid and Kelly made a motion to lay over to the February 15 Council meeting. Motion carried. File 8706

5. CITIZEN PARTICIPATION

Judith Pippenger, 2060 Bradley Street, Town of Turtle addressed the Council regarding a sewer lateral that was installed in her subdivision a few years ago and is not feeling like she is getting resolve on her frustrations. It was explained to her that the laws were followed and that notices were sent to the home owners when the work began. She is seeking the council to look into the matter further. President Haynes and Vice President De Forest stated they were aware of the agreement with the residents in the Town of Turtle and was on council when the resolution came before them.

6. CONSENT AGENDA

Councilor Luebke and Sloniker made a motion to adopt the consent Agenda as presented. Motion carried.

- a. The Minutes of the Regular Meeting of January 19, 2016 were approved.
- b. An application for a Zoning Map Amendment to change the zoning district classification of the property located at 736 Oak Street from R-1B, Single-Family Residential District to R-2, Two-Family Residential District was referred to Plan Commission. File 8709
- c. An application for Construction of New Parking Lots at Turtle Creek Park (1312 E Grand (Avenue) and Turtle Creek Floodplain (1801 Milwaukee Road) was referred to Plan Commission. File 6132
- d. A resolution setting a date for a Public Hearing for the Vacation of a portion of W. Grand Avenue Right-of-way in the City of Beloit, Rock County, Wisconsin was accepted and referred to Plan Commission. File 8710

7. ORDINANCES

- a. Interim Police Chief David Zibolski presented a proposed Ordinance to Amend Sections 25.04(4)(d) and 13.18 of the Code of General Ordinances of the City of Beloit pertaining to **Parking Enforcement**. In an effort to maximize city resources, staff is requesting the attached ordinance amendment which allows civilian city staff to assist law enforcement during times of snow emergencies. The proposed ordinance allows civilian staff in the Community Development Department and Fire Department to assist police operations during times of snow emergencies by issuing parking tickets. The current ordinance limits this authority to police officers.

During snow emergencies the City is limited in its response to public safety hazards involving illegally parked vehicles. Amending the ordinance will provide greater capacity to appropriately issue tickets and remove vehicles found to be in violation of city ordinance and state statute. The Police Department will work cooperatively with the Community Development and Fire Departments to train and provide guidance to their respective staffs.

The proposed ordinance also codifies the ability for community service officers to issue parking tickets. This is a first reading. Councilors Kelly and Sloniker made a motion to lay over to the February 15 council meeting. Motion carried. File 7906

- b. Community Development Director, Julie Christensen, presented an Ordinance to Amend Section 25.04(4)(d) of the Code of General Ordinances of the City of Beloit pertaining to Officials authorized to Issue Citations related to **Annual Rental Dwelling Permits**. Section 14.06 of the City's Code of General Ordinances requires property owners to obtain a rental permit before leasing any dwelling unit to another person. If a property owner does not obtain a rental permit, a citation is written for violating this section of code. The rental permit program, including the writing of citations for violations of this ordinance, has been primarily managed by the Administrative Assistant in the Community and Housing Services Division. Starting in 2016, we have divided the workload for administering the City's rental permit program. Both the Administrative Assistant in the Community and Housing Services Division and the Administrative Assistant in the Planning and Building Services Division will be administering this program, instead of just having one staff person responsible for this program.

Chapter 25 of the City's Municipal Code identifies who can issue municipal citations for different sections of the code. For Section 14.06 (Annual Rental Permits) of the Code of General Ordinances, the employees currently authorized to issue municipal citations are the Director of Community and Housing Services, Inspection Official, and the Secretary to the Director of Community and Housing Services. We are proposing to amend this ordinance to allow the Administrative Assistant in the Planning and Building Services to also issue municipal citations under this code. This will allow the Community Development Department to more efficiently manage this program. This is first reading. Councilors Sloniker and Luebke made a motion to lay over to the February 15 council meeting. Motion carried. File 5130

8. APPOINTMENTS – None

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor Sloniker attended the candlelight vigil for Austin Ramos Jr. and was encouraged by the community support. She also attended two press conferences and the listening session this week. She extended her condolences to the Gustina and McCauley family.
- Councilor Hendrix also attended the vigil for Austin. She attended the Visit Beloit board meeting and is pleased to announce that Noodles is now open.
- Councilor Luebke attended the vigil as well and was proud of the character Beloit showed by surrounding the Ramos family. He was pleased at the presence of City manager Luther and interim Chief Zibolski.
- Councilor Kelly attended a meet and greet at the new Art Incubator space. She announced that tickets for BIFF box office open February 8th and begins February 19th. She also attended a ribbon cutting for the remodel at Culvers and reported it is very nice.

- Councilor Kincaid was pleased with the articulate message shared by city leaders at the Ramos vigil and was pleased with the emphasis of seriousness and commitment to this case.
- Councilor De Forest felt it was a sad time for Beloit, but was deeply encouraged by the residents coming forward to help the police in bringing justice to little Austin Ramos Jr. She congratulated Colleen Gill on her retirement with the City. She also recognized staff for a successful Winterfest.
- Councilor Haynes expressed his tremendous encouragement in spite of the pain felt at the vigil for the City and the safety of the residents and is pleased with how the City is moving forward.

10. CITY MANAGER'S PRESENTATION –None

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Interim Police Chief David Zibolski presented a resolution approving **Memorandum of Understanding** for Shared Communications Facilities. The Beloit Police and Fire Departments require access to the State of Wisconsin's WISCOM VHF radio system for coordination with other public agencies in response to incidents in the greater Beloit area. The installation of WISCOM radio system equipment at the Eagles Ridge Water Tower site, is necessary and essential for our public safety agencies to maintain the accessibility, and provide a suitable coverage area, needed for these operations. This agreement will provide for the future expansion in regards to radio system connectivity with the Illinois public safety agencies that utilize their state radio system, STARCOM.

Although we currently have connectivity with our partners in Winnebago County, IL, as they migrate to the STARCOM system it will be necessary for our agencies to have an access point for the two statewide systems to interface so that interoperability can be maintained. It is common for public safety agencies to co-locate and share tower sites whenever possible. This increases efficiencies and reduces the number of tower site locations that may be needed. The City of Beloit co-locates some of its public safety radio equipment on sites primarily maintained by Rock County, the City of Janesville, and Winnebago County, IL at no direct cost to the City of Beloit.

This project was originally set to begin this past spring, however, the project and agreement was delayed as the water tower was scheduled for painting. The tower painting was completed in early fall and the interested parties reconvened to insure that the site was still viable for the project. Site inspections were completed, verification of available space in the radio hut, and an evaluation of the proposed equipment to be installed was completed. This was to insure that there would be no interference with existing communications equipment, including cellular vendors on the tower. Councilors Luebke and Sloniker made a motion to approve as presented. Motion carried. File 7947

- b. Councilors Kincaid and Hendrix made a motion for the City Council to adjourn into closed session pursuant to Wis. Stats § 19.85 (1)(e) to discuss **potential real estate transactions**, the discussion of which would harm the City's competitive or bargaining interests if held in open session. Motion carried by a vote of 6-0. The Council proceeded into closed session at 7:42 p.m. Councilors Sloniker and Kelly made a motion to reconvene into open session at 8:00 p.m. Motion carried, voice vote. No further action was taken on this matter.

12. Councilors Kincaid and De Forest made a motion to adjourn the meeting at 8:01 p.m. Motion carried.

Lorena Rae Stottler, City Clerk

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

WHEREAS, the Agent of record for Casey's Marketing Company d/b/a Casey's General Store #3316, located at 2350 Cranston Road, is Nancy Gollmer; and

WHEREAS, Casey's Marketing Company d/b/a Casey's General Store #3316, has requested and the Alcohol Beverage License Control Committee has recommended that the Agent be changed to Jeff Kimberly.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beloit that the Agent for the alcohol beverage license for Casey's Marketing Company d/b/a Casey's General Store #3316, located at 2350 Cranston Road, is hereby changed to Jeff Kimberly.

Dated this 15th day of February, 2016.

BELOIT CITY COUNCIL

Charles M. Haynes, City Council President

Attest:

Lorena Rae Stottler, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Resolution approving Change of Agent for Alcohol Beverage License for Casey's Marketing Company., d/b/a Casey's General Store #3316, located at 2350 Cranston Road

Date: February 15, 2016

Presenter(s): Lorena Rae Stottler

Department: City Clerk

Overview/Background Information:

Casey's General Store #3316, located at 2350 Cranston Road in the City of Beloit has requested that Jeff Kimberly be appointed the new agent. At the Alcohol Beverage License Control Committee meeting (ABLCC) on February 9, 2016 it was determined that Mr. Kimberly meets the qualifications of an agent.

Key Issues (maximum of 5):

1. Casey's Marketing Company has appointed Jeff Kimberly as Agent. Mr. Kimberly is a resident of Wisconsin and otherwise meets the qualifications for the appointment as required by state law.
2. The ABLCC reviewed this item on February 9, 2016 and voted unanimously (7-0) to recommend approval of the Change of Agent. The Police Department had no objection to the Agent.

Conformance to Strategic Plan: N/A

Sustainability:

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

Action required/Recommendation:

City Council approval of the Change of Agent.

Fiscal Note/Budget Impact: N/A

Attachments:

Resolution, Schedule of Appointment and Auxiliary Questionnaire

Original

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer(s)/members/managers of CASEY'S MARKETING COMPANY
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as CASEY'S GENERAL STORE #3316
(trade name)

located at 2350 CRANSTON ROAD, BELOIT, WI 53511

appoints JEFF KIMBERLY
(name of appointed agent)
400 CALIFORNIA COURT, JANESVILLE, WI 53548
(home address of appointed agent)


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

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

Is applicant agent subject to completion of the responsible beverage server training course? Yes No PLEASE SEE THE ATTACHED BEVERAGE SELLER TRAINING CERTIFICATE

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 15 MONTHS

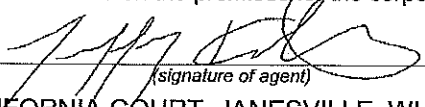
Place of residence last year 400 CALIFORNIA COURT, JANESVILLE, WI 53548

For: CASEY'S MARKETING COMPANY
(name of corporation/organization/limited liability company)
By: 
(signature of Officer/Member/Manager)
And: JULIA L. JACKOWSKI, SECRETARY FOR CASEY'S MARKETING COMPANY
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

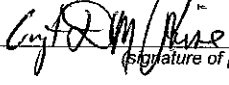
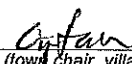
I, JEFF KIMBERLY, AGENT FOR CASEY'S MARKETING COMPANY
(print/type agent's name), hereby accept this appointment as agent for the

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

 1/5/2016 Agent's age _____
(signature of agent) (date)
400 CALIFORNIA COURT, JANESVILLE, WI 53548 Date of birth _____
(home address of agent)

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

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

Approved on 01/27/16 by  Title 
(date) (signature of proper local official) (town chair, village president, police chief)

Original

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
KIMBERLY		JEFFREY		WESTON	
Home Address (street/route)		Post Office	City	State	Zip Code
400 CALIFORNIA COURT			JANESVILLE	WI	53548
Home Phone Number		Age	Date of Birth	Place of Birth	
608-563-1791				ROCKFORD, IL	

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

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

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 15 MONTHS
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. CASEY'S MARKETING COMPANY HOLDS SEVERAL ALCOHOL LICENSES IN WISCONSIN
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. CASEY'S MARKETING COMPANY SEVERAL LOCATIONS IN WISCONSIN
(Name of Wholesale Licensee or Permittee) (Address By City and County)

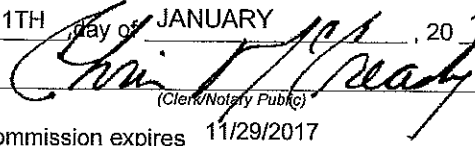
6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
PANDIT CORP	1700 FAIRVIEW DR, DEKALB, IL 60115	05/01/2010	05/01/2012
TIRES PLUS	2430 SYCAMORE RD, DEKALB, IL 60115	03/01/2010	05/01/2010


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

Subscribed and sworn to before me

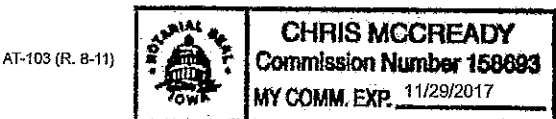
this 11TH day of JANUARY, 2016


(Clerk/Notary Public)

My commission expires 11/29/2017


(Signature of Named Individual)

JEFFREY W. KIMBERLY, AGENT FOR CASEY'S MARKETING COMPANY





CASEY'S GENERAL STORES, INC.

P.O. Box 3001 • One Convenience Blvd., Ankeny, Iowa 50021-8045 • 515-965-6100

To: City of Beloit

From: Mikael Ahrens, Store Operations Clerk

RE: New Agent

January 18, 2016

Dear Judy,

Please note, effective immediately, Jeff Kimberly will be the new agent for our Casey's General Store located in Beloit at 2350 Cranston Road.

As requested, enclosed please find the additional applications, questionnaire and fee for the change.

If you have any additional questions, please feel free to reach me at (515) 965-6517 or by email at mikael.ahrens@caseys.com.

Thank you for your attention of this matter.

Sincerely,

Mikael Ahrens

Mikael Ahrens, Store Operations
Casey's General Stores, Inc.
One Convenience Blvd. Ankeny, IA 50021-9672
515-965-6517 office | 515-965-6205 fax
E-mail: mikael.ahrens@caseys.com
website: www.caseys.com

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTIONS 25.04(4)(d) AND 13.18 OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF БЕЛОIT PERTAINING PARKING ENFORCEMENT.

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

Section 1. Section 25.04(4)(d) of the Code of General Ordinances of the City of Beloit is hereby amended to include, in numerical order, the following additions to the list of city employees authorized to issue municipal citations for violation of city ordinances:

Chapter	Title	Enforcement Official
13	Traffic Code (offenses related to non-moving parking offenses)	Community Services Officer
13.04	Emergency Snow Removal Regulations	Community Services Officer; Inspection Official; Building Inspector; Fire Department Inspection Officials

Section 2. Section 13.18 of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“13.18 - REMOVAL OF ILLEGALLY PARKED VEHICLES. Any vehicle parked or left standing upon a highway, street, alley or other public grounds in violation of any of the provisions of this chapter is declared to be a hazard to traffic and public safety. Such vehicle shall be removed by the operator, upon request of any police officer, to a position where parking, stopping or standing is not prohibited. Any police officer or other city official authorized to issue citations for parking violations, after issuing a citation for illegal parking, stopping or standing or an unattended vehicle in violation of this chapter, is authorized to remove such vehicle to a position where parking is not prohibited. The officer or city official may order a motor carrier holding a permit to perform vehicle towing services, a licensed motor vehicle salvage dealer or a licensed motor vehicle dealer who performs vehicle towing services to remove and store such vehicle in any storage garage or rental parking grounds or any facility of the person providing the towing services. In addition to the other penalties provided by §13.25 of this chapter, the owner or operator of a vehicle so removed shall pay the cost of towing and storage. The cost of removing, impounding and disposing of the vehicle shall include a processing fee of \$5 per day to the City when the vehicle is reclaimed or sold.”

Section 3. This ordinance shall be in force and take effect upon passage and publication.

Adopted this 15th day of February, 2016.

BELOIT CITY COUNCIL

By: _____
Charles M. Haynes, President

ATTEST:

By: _____
Lorena Rae Stottler, City Clerk

PUBLISHED: _____
EFFECTIVE DATE: _____
01-611100-5231- _____

tdh/ordinances/25.04(4)(d) and 13.18 = ORD 160125 (15-1211)

CITY OF BELOIT



REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: An Ordinance to Amend Sections 25.04(4)(d) and 13.18 of the Code of General Ordinances of the City of Beloit Pertaining Parking Enforcement

Date: February 1, 2016

Presenter: Interim Police Chief David Zibolski

Department: Police Department

Overview/Background Information:

In an effort to maximize city resources, staff is requesting the attached ordinance amendment which allows civilian city staff to assist law enforcement during times of snow emergencies. The proposed ordinance allows civilian staff in the Community Development Department and Fire Department to assist police operations during times of snow emergencies by issuing parking tickets. The current ordinance limits this authority to police officers.

During snow emergencies the City is limited in its response to public safety hazards involving illegally parked vehicles. Amending the ordinance will provide greater capacity to appropriately issue tickets and remove vehicles found to be in violation of city ordinance and state statute. The Police Department will work cooperatively with the Community Development and Fire Departments to train and provide guidance to their respective staffs.

The proposed ordinance also codifies the ability for community service officers to issue parking tickets.

Key Issues:

1. It is current practice for the code enforcement and inspection staff to assist the Department of Public Works and Police Department by acting as the eyes and ears on roadways; making sure that any hazards or obstructions to clear passage by the plows are reported.
 2. The proposed ordinance will allow such inspection officials to assist the Police Department to issue tickets, and request a tow, if needed. This will allow a more efficient use of police resources in addressing the issue of illegally parked vehicles during times of snow emergencies as the civilian staff can take action as opposed to waiting for a police officer to respond to the scene.
 3. The proposed ordinance further codifies the current practice permitting the community service officers the ability to ticket and tow vehicles, as needed, if such vehicles are found in violation of city ordinance/state statutes.
-

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

Approval of this Agreement would conform with Goal #1's stated purpose of developing a high quality community through the responsible stewardship and enhancement of City resources.

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

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

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

Action required/Recommendation:

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

Fiscal Note/Budget Impact:

Minimal budgetary impact

Attachments:

Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 25.04(4)(d) OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF БЕЛОIT PERTAINING TO OFFICIALS AUTHORIZED TO ISSUE CITATIONS RELATED TO ANNUAL RENTAL DWELLING PERMITS

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

Section 1.

Section 25.04(4)(d) of the Code of General Ordinances of the City of Beloit is hereby amended to include, in numerical order, the following additions and amendments to the list of city employees authorized to issue municipal citations for violation of city ordinances:

Chapter	Title	Enforcement Official
14.06	Annual Rental Dwelling Permits	Director of Community and Housing Services; Inspection Official; Secretary to Director of Community and Housing Services <u>Administrative Assistant in the Community and Housing Services Division; Administrative Assistant in the Planning and Building Services Division</u>

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

Adopted this 15th day of February, 2016.

BELOIT CITY COUNCIL

By: _____
Charles M. Haynes, President

ATTEST:

By: _____
Lorena Rae Stottler, City Clerk

PUBLISHED: _____
EFFECTIVE DATE: _____
01-611100-5231- _____

CITY OF BELOIT



REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: An Ordinance to Amend Section 25.04(4)(d) of the Code of General Ordinances of the City of Beloit Pertaining to Officials Authorized to Issue Citations Related to Annual Rental Dwelling Permits

Date: February 1, 2016

Presenter: Julie Christensen

Department: Community Development

Overview/Background Information:

Section 14.06 of the City's Code of General Ordinances requires property owners to obtain a rental permit before leasing any dwelling unit to another person. If a property owner does not obtain a rental permit, a citation is written for violating this section of code. The rental permit program, including the writing of citations for violations of this ordinance, has been primarily managed by the Administrative Assistant in the Community and Housing Services Division.

Key Issues (maximum of 5):

1. Starting in 2016, we have divided the workload for administering the City's rental permit program. Both the Administrative Assistant in the Community and Housing Services Division and the Administrative Assistant in the Planning and Building Services Division will be administering this program, instead of just having one staff person responsible for this program.
 2. Chapter 25 of the City's Municipal Code identifies who can issue municipal citations for different sections of the code. For Section 14.06 (Annual Rental Permits) of the Code of General Ordinances, the employees currently authorized to issue municipal citations are the Director of Community and Housing Services, Inspection Official, and the Secretary to the Director of Community and Housing Services. We are proposing to amend this ordinance to allow the Administrative Assistant in the Planning and Building Services to also issue municipal citations under this code. This will allow the Community Development Department to more efficiently manage this program.
-

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

Approval of this project would conform with Goal # 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. This ordinance would allow us to use existing staff to handle the increasing rental permit workload.

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

- **Reduce dependence upon fossil fuels** N/A
 - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** N/A
 - **Reduce dependence on activities that harm life sustaining eco-systems** N/A
- Meet the hierarchy of present and future human needs fairly and efficiently** This change will allow the City to more efficiently manage the rental permit program.

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:

1st Reading of the proposed ordinance – Staff recommends approval of this ordinance amendment.

Fiscal Note/Budget Impact:

No fiscal impact. Both employees are currently working for the City of Beloit. No additional compensation is being provided.

Attachments:

Ordinance

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 2345 Prairie Avenue, is hereby changed from R1-A, Single-Family Residential District to PLI, Public Lands and Institutions District:

LOTS 5 TO 13, INCLUDING BLOCK 1 OF THE GREENFIELD SUBDIVISION, ALL SITUATED IN THE CITY OF БЕЛОIT, COUNTY OF ROCK, STATE OF WISCONSIN (ALSO KNOWN AS 2345 PRAIRIE AVENUE, PARCEL NUMBER 21980030). SAID PARCEL CONTAINS 2.73 ACRES, MORE OR LESS.

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

Adopted this 15th day of February, 2016.

City Council of the City of Beloit

Charles M. Haynes, Council President

Attest:

Lorena Rae Stottler, City Clerk

Published this ____ day of _____, 2016

Effective this ____ day of _____, 2016

01-611100-5231-_____

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Zoning Map Amendment Application for the property located at 2345 Prairie Avenue

Date: February 1, 2016

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

Kevin Cook of JNB Signs, on behalf of River of Life United Methodist Church (RLUMC), has submitted an application for a Zoning Map Amendment to change the zoning district classification from R-1A, Single-Family Residential District to PLI, Public Lands and Institutions District, for the property located at 2345 Prairie Avenue.

Key Issues:

- RLUMC hired Kevin Cook of JNB Signs to replace the existing ground monument sign facing Prairie Avenue.
- Due to strict limitations on signage in the R-1A, Single-Family Residential District, the applicant is seeking a Zoning Map Amendment to allow his client more flexibility when considering options for new signage.
 - RLUMC has expressed interest in using an Electronic Variable Messaging (EVM) secondary sign – a sign type permitted in the PLI, Public Lands and Institutions District.
 - Aldrich Intermediate School, located directly across the street, was recently granted a sign permit to install an EVM sign facing Prairie Avenue.
 - The potential EVM sign would be reviewed under the Architectural Review process and be subject to brightness restrictions in order to protect nearby residences from ambient light.
- One Plan Commissioner expressed a concern that if the church use ever ceased, a future owner may have difficulty developing the lot for residential uses.
 - The Comprehensive Plan recommends Single-Family Residential - Urban for the subject parcel. Therefore, if a new owner acquires the property with the intent to develop a residential use, the parcel may be simply rezoned back to an R-1A, Single-Family Residential District.
- A second Plan Commissioner was concerned about the 75 sq. ft. maximum sign area for EVM signs and that even if the church doesn't want a 75 sq. ft. sign, a new owner could have up to that size.
 - RLUMC has not expressed interest in installing a sign of that scale. A potential EVM sign installed on the property would serve as a secondary, smaller sign to a primary, non-EVM sign.
- Planning staff supports this proposed Zoning Map Amendment, as it will grant RLUMC more flexibility when implementing new signage – an issue resolved for other institutions in Beloit by rezoning. PLI is also a more appropriate zoning classification for the church use.
- The Plan Commission reviewed this item on January 20, 2016 and failed to pass a motion (2-2) to recommend approval of this Zoning Map Amendment.

Consistency with Comprehensive Plan and Strategic Plan:

The Comprehensive Plan's Future Land Use Map (#10) currently designates the subject property as appropriate for Single-Family Residential - Urban Uses. The Comprehensive Plan recommends the inclusion of small public and institutional uses such as parks, schools, and churches in this land use category. Therefore, the proposed Zoning Map Amendment is consistent with the Comprehensive Plan as required by Section 66.1001(3) of Wisconsin Statutes. An amendment to the Future Land Use Map is not required.

Consideration of this request supports City of Beloit Strategic Goal.

Sustainability:

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

Action required/Recommendation:

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

Fiscal Note/Budget Impact: N/A

Attachments: Ordinance and Staff Report to the Plan Commission

CITY OF BELOIT

REPORT TO THE BELOIT CITY PLAN COMMISSION



Meeting Date: January 20, 2016	Agenda Item: 4	File Number: ZMA-2016-01
Applicant: Kevin Cook	Owner: River of Life United Methodist Church	Location: 2345 Prairie Ave
Current Zoning: R-1A, Single-Family Residential District Proposed Zoning: PLI, Public Lands and Institutions District	Existing Land Use: Religious Institution	Parcel Size: 2.727 Acres

Request Overview/Background Information:

Kevin Cook of JNB Signs, on behalf of River of Life United Methodist Church (RLUMC), has submitted an application for a Zoning Map Amendment to change the zoning district classification from R-1A, Single-Family Residential District to PLI, Public Lands and Institutions District, for the property located at 2345 Prairie Avenue.

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

- North: R-1A, Single-Family Residential District; Residential
- South: R-1A, Single-Family Residential District and C-1, Office District; Residential and Bank
- East: R-1A, Single-Family Residential District; Residential
- West: PLI, Public Lands & Institutions District; Aldrich Intermediate School

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

Key Issues:

- The subject property is currently the site of the RLUMC.
- The church hired Kevin Cook of JNB Signs to design a sign to replace the existing ground monument sign facing Prairie Avenue.
- Due to strict limitations on signage in the R-1A, Single-Family Residential District, the applicant is seeking a Zoning Map Amendment to allow his client more flexibility when considering options for new signage.
 - RLCUMC has expressed interest in using an Electronic Variable Messaging (EVM) sign – a sign type permitted in the PLI, Public Lands and Institutions District.
 - Aldrich Intermediate School, located directly across the street, was recently granted a sign permit to install an EVM sign facing Prairie Avenue.
 - The potential EVM sign would be reviewed under the Architectural Review process and be subject to brightness restrictions in order to protect nearby residences from ambient light.
- 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 one block north of the Northgate Drive and Prairie Avenue intersection commercial node and directly across from Aldrich Intermediate School. Single-family residences lie to the north, east, and south of the subject property. Land uses permitted in the PLI, Public Lands and Institutions District are generally low intensity and pose minimal risk for disruptions to adjacent uses. The intent of the PLI District is to provide designated areas for community-oriented uses such as parks, religious institutions, and schools. Integrating these valuable services into residential areas increases the proximity to residents and provides stability to neighborhoods.
 - b. *The zoning classification of property within the general area of the subject property;*
 - The subject property is adjacent to parcels in the R-1A, Single-Family Zoning District. Aldrich Intermediate School lies directly to the west of the subject parcel and is in the PLI, Public Lands and Institutions District.
 - c. *The suitability of the subject property for the uses permitted under the existing zoning classification;*

and

- The subject property is suitable for the uses permitted in the R-1A District. However, signage restrictions in the R-1A District significantly limit the options available for uses such as religious institutions or schools that often use signage to advertise news and events.
- 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.

Consistency with Comprehensive Plan and Strategic Plan:

The Comprehensive Plan's Future Land Use Map (#10) currently designates the subject property as appropriate for Single-Family Residential - Urban Uses. The Comprehensive Plan recommends the inclusion of small public and institutional uses such as parks, schools, and churches in this land use category. Therefore, the proposed Zoning Map Amendment is consistent with the Comprehensive Plan as required by Section 66.1001(3) of Wisconsin Statutes. An amendment to the Future Land Use Map is not required.

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** – The rezoning will allow a neighborhood institution to better communicate with residents and advertise events.

Staff Recommendation:

Based upon the above Findings of Fact and the City's Comprehensive Plan, the Planning & Building Services Division recommends **approval** of a Zoning Map Amendment to change the zoning district classification from R-1A, Single-Family Residential District to PLI, Public Lands and Institutions District, for the property located at 2345 Prairie Avenue.

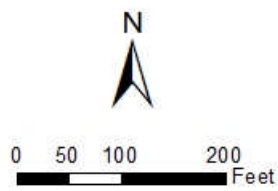
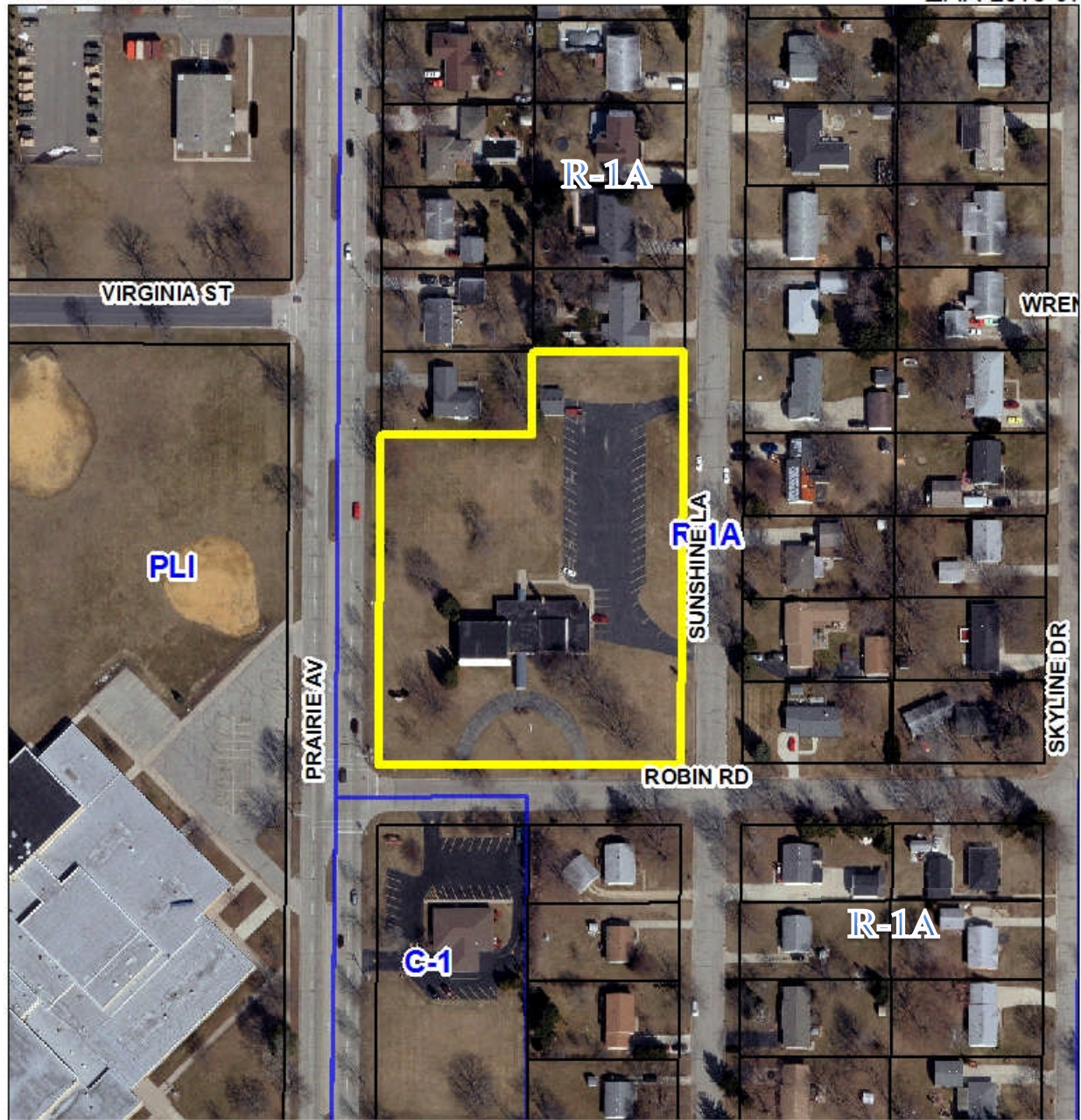
Fiscal Note/Budget Impact: N/A

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

Location Map

2345 Prairie Avenue

ZMA-2016-01



Legend	
	2345 Prairie Ave
	COB Parcels
	Zoning District

Planning and Building Services Division

Map prepared by: Alex Morganroth
 Date: January 2016
 For: City of Beloit
 Planning & Building Services
 Date of Aerial Photography: April 2011

Download Date: 2016/01/20 10:00:00 AM File Size: 2345 Prairie 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-2015-04

1. Address of subject property: 2345 Prairie 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): 21A80030

4. Owner of record: The United Methodist Church Conference Phone: _____

750 Winslow St. ^{etc} 106 Sun Prairie WI 53590
(Address) (City) (State) (Zip)

5. Applicant's Name: JNB Signs

1221 Venture DR. Suite 1 Janesville, WI 53546
(Address) (City) (State) (Zip)

608-754-6338 1608-921-9689 1 kcook@jnbsigns.com
(Office Phone #) (Cell Phone #) (E-mail Address)

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

Change zoning district classification from: R-1A to: PLI

All existing uses on this property are: River of Life Church

7. All the proposed uses for this property are:

Principal use(s): River of Life Church

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: _____

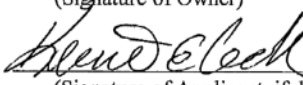
(Address) (City) (State) (Zip)

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.


 Paul L. Dabler PAUL L. DABLER TRUSTEE 12-2-15
 (Signature of Owner) (Print name) (Date)

Rev David Carlson | Rev David P. Carlson 12/1/15
 (Signature of Applicant, if different) (Print name) (Date)


 Kevin E. Cook | Kevin E. Cook 11-30-15
 (Signature of Applicant, if different) (Print name) (Date)

In order for your request to be heard and considered in a timely manner, you must submit the completed application and all accompanying documents to the Division for acceptance by the filing deadline date prior to a scheduled Plan Commission meeting. This application must be submitted with the \$275.00 application fee. Applicants will also be charged a fee for mailing public notices at the rate of \$0.50 per notice. An invoice for this fee will be sent to the applicant, and it is typically between \$5.00 and \$20.00.

To be completed by Planning Staff	
Filing Fee: \$275.00	Amount Paid: <u>275.00</u> Meeting Date: <u>1/20/15</u>
Number of notices: _____	x mailing cost (\$0.50) = cost of mailing notices: \$ _____
Application accepted by: <u>ALM</u>	Date: <u>12/15/15</u>
Date Notice Published: _____	Date Notice Mailed: _____



January 8th, 2016

NOTICE TO THE PUBLIC

To Whom It May Concern:

Kevin Cook of JNB Signs, on behalf of River of Life Church, has submitted an application for a Zoning Map Amendment to change the zoning district classification from R-1A, Single-Family Residential District to PLI, Public Lands/Institutions District, for the property located at:

2345 Prairie Avenue.

The following public hearings will be held regarding this application:

City Plan Commission: Wednesday, January 20, 2016, 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, February 1, 2016, 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. Comments will be accepted via telephone, email, and U.S. Mail.

GERALD KONOPA
2418 SUNSHINE LN
BELOIT, WI 53511

SCHOOL DISTRICT OF BELOIT
1633 KEELER AVE
BELOIT, WI 53511

LINDA MARSHALL
2406 SKYLINE DR
BELOIT, WI 53511

SUSAN THILL-RISKEY
2374 SKYLINE DR
BELOIT, WI 53511

RONALD MCCRAY
2405 SUNSHINE LN
BELOIT, WI 53511

THE RIVER OF LIFE UMC
2375 PRAIRIE AVE
BELOIT, WI 53511

U S OF AMERICA ARMY
RECRUITING
2426 PRAIRIE AVE
ATTN: ARMY RECRUIT CENTER

WG HOLDINGS LLC
12050 TAMA RUN LANE
DARLINGTON, WI 53530

JAMES L & SHANNON L EITHUN
2419 SUNSHINE LN
BELOIT, WI 53511

GARY MOEN
2413 PRAIRIE AVE
BELOIT, WI 53511

AUSTIN BURGNER
2382 SKYLINE DR
BELOIT, WI 53511

COURTNEY LAURSEN
2312 SKYLINE DR
BELOIT, WI 53511

DAVID MITOK
2383 SUNSHINE LN
BELOIT, WI 53511

TEACHERS CREDIT UNION
2315 PRAIRIE AVE
BELOIT, WI 53511

KENNETH & HELEN KRUEGER
2413 SUNSHINE LN
BELOIT, WI 53511

CHRISTOPHER RUSS
2383 PRAIRIE AVE
BELOIT, WI 53511

LEONARD PATTERSON
2321 SUNSHINE LN
BELOIT, WI 53511

CAROL MORRIS
1951 ROBIN RD
BELOIT, WI 53511

REBECCA STELLINGS
2357 SUNSHINE LN
BELOIT, WI 53511

WILLARD SNOW
2322 SKYLINE DR
BELOIT, WI 53511

ANDRE & CHARLOTTE REAVIS
1965 ROBIN RD
BELOIT, WI 53511

MATTHEW ROSE
2365 SUNSHINE LN
BELOIT, WI 53511

WAYNE SNOW
2405 PRAIRIE AVE
BELOIT, WI 53511

RAY & PEGGY J BANKS
2346 SKYLINE DR
BELOIT, WI 53511

JEFFREY J & LYNOR R JONES
2305 SUNSHINE LN
BELOIT, WI 53511

ANDREW CARROLL
2414 SUNSHINE LN
BELOIT, WI 53511

LINDA PULLIAM
2375 SUNSHINE LN
BELOIT, WI 53511

ARMAND V & CAROLYN K
BERETTA
2356 SKYLINE DR

JULIAN C & AMANDA L
SMITHSON
413 ELAM DR

WG HOLDINGS LLC
12050 TAMA RUN LANE
DARLINGTON, WI 53530

ROBERT SHINABARGER
2414 SKYLINE DR
BELOIT, WI 53511

DOUGLAS BUHMEYER
2748 OMAHA DR
JANESVILLE, WI 53546

EARNEST CALVIN
2419 PRAIRIE AVE
BELOIT, WI 53511

THE RIVER OF LIFE UMC
2375 PRAIRIE AVE
BELOIT, WI 53511

LARRY & JANET BELL
2347 SUNSHINE LN
BELOIT, WI 53511

SUSAN FARIDI
4835 W 96TH ST
OAK LAWN, IL 60453

RAUL CASIQUE
2306 SUNSHINE LN
BELOIT, WI 53511

LADDER PROPERTY
VENTURES LLC
828 NAKOMA CT
BELOIT, WI 53511



BELOIT LANDMARKS COMMISSION ANNUAL PRESERVATION ACTIVITIES REPORT - 2015

Dear City Councilors:

This annual report is provided in accordance with Section 32.05(10) of the Historic Preservation Ordinance. This report documents the activities and accomplishments of the Landmarks Commission during 2015.

The Commission currently consists of Chair Alex Blazer, Vice-Chair Ruth Vater, Donna Johnson, Ellen Joyce, Terri Kaye, Steve Truesdale, Steve Vollmer, and City Councilor Ana Kelly.


The Commission currently monitors 115 properties in the Bluff Street Historic District, 156 properties in the College Park Historic District, 4 properties in the Merrill Street Historic District, and 46 individually listed Landmarks and Landmark Sites.

The Landmarks Commission met twelve times in 2015 to review Certificate of Appropriateness (COA) applications. Many of these applications included more than one item concerning repairs, replacements, additions, or demolitions. Planning Division staff also reviewed and approved COA applications. Of the **55** COA applications processed in 2015, **23** (42%) were approved by staff. The number and types of requests considered by the Commission and staff are as follows:

General Repair Projects	Special Projects
Gutters/Fascia/Soffit - 6	422 Bluff St Demolition
Fence Installation - 9	251 Roosevelt Ave Demolition
Handrails and Porch Repair - 5	Horace White Park Memorial Garden
Ramps/Sidewalks/Pavement - 5	
Roof Repair/Replacement - 12	
Siding - 4	
Signs - 3	
Structural Repair - 6	
Windows and Doors - 8	
	<i>*Total projects exceed COA application total due to multiple projects on single applications</i>

The Landmarks Commission engaged in a number of projects in 2015 including an update to the Historic Intensive Survey, the creation of a Facebook page, and the revival of the process to install identification signage in Beloit's three historic districts. The Intensive Survey, funded by the Wisconsin State Historical Society and conducted by Legacy Architecture, is half-way completed and will be finished in August of 2016. The final document presented to the City and Commission will include analysis and recommendations for new historic districts. The Landmarks Commission Facebook page provides a new way for the Commission and Staff to engage with the community on preservation activities and issues. Lastly, a \$1000.00 donation from Fairbanks Morse and \$3,476.00 grant from Visit Beloit will allow the Commission to move forward with the design and production of various identification signs for the Bluff Street, Merrill Street, and College-Park Historic Districts. The goal is to have the first signs installed by fall of 2016.

Sincerely,


Alex Morganroth
Planner

c: Beloit Landmarks Commission
State Historical Society of Wisconsin

**RESOLUTION AUTHORIZING APPLICATION AND
ACCEPTANCE OF A COMMUNITY GRANT FROM THE NATIONAL COUNCIL ON AGING
FOR "THE AGING MASTERY PROGRAM" AND
AMENDING THE 2016 GRINNELL SENIOR CENTER OPERATING BUDGET FOR THIS GRANT PROGRAM**

WHEREAS, The National Council on Aging offers a community grant program to offer grants to local senior based organizations to support the needs of communities; and

WHEREAS, the City of Beloit's Senior Center has obtained a grant from the National Council on Aging for the purposes of offering the Aging Mastery Program; and

WHEREAS, the grant was received in order to provide programming for senior population of Beloit and surrounding areas in the 2016 and 2017 budget year.

WHEREAS, the City of Beloit adopted the 2016 Operating Budget on November 2, 2015 which included the operating costs for Grinnell Hall Senior Center

WHEREAS, the Operating Budget for Grinnell Hall 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 grants and to execute any other documents necessary to effectuate the purpose of this resolution.

BE IT FURTHER RESOLVED that the 2016 General Fund Operating Budget for Grinnell Hall Senior Center be amended to permit the revenue and expenditure of funds from this grant program.

	<u>Cost Center</u>	<u>Original</u>	<u>Amended</u>	<u>Difference</u>
<u>Revenue:</u>	01707381 – XXXX	\$ - 0 -	\$12,000.00	+ \$12,000.00
<u>Expenditure:</u>	01707381 – XXXX	\$ - 0 -	\$12,000.00	+ \$12,000.00

Adopted this 15 day of February, 2016.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Lorena Rae Stottler, City Clerk

CITY OF БЕЛОIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Consideration of accepting a Grant from the National Council on Aging to Fund the Aging Mastery Program at Grinnell Hall Senior Center.

Date: February 15, 2016

Presenter(s): Paula Schutt, Senior Center Coordinator & Brian Ramsey, Director of Parks & Leisure Services

Overview/Background Information: In November, 2015 the City of Beloit completed an application to the National Council on Aging (NCOA) to consider Grinnell Hall as a site for implementing their Aging Mastery Program (AMP). Shortly after the first of the year, the City of Beloit was notified that they would receive one of only 13 Grants that will be awarded within the State of Wisconsin.

Grantees will be required to:

- Provide at least three (3), 10-week courses (the AMP core program) involving a total of 80-90 people over 24 months; one or more courses in the spring of 2016, one or more courses in the fall of 2016, and one or more in the spring of 2017. NCOA will provide all of the materials as an in-kind contribution for each participant in each offered course.
- Offer ongoing AMP engagement activities for the period of the grant.
- Assuming the program is successful, work with state leads and NCOS to develop and implement sustainability strategies.

AMP is a comprehensive and fun approach to aging well that encourages people to take actions to enhance their health, financial well-being, social connectedness, and overall quality of life. Participants in AMP will go through a 10 week core program followed by optional elective classes and activities that will be offered at Grinnell Hall.

Key Issues (maximum of 5):

- 1.) The Grant is for a maximum of \$12,000 to cover the cost of implementing the AMP.
- 2.) There is no matching fund requirement in order to obtain the grant.
- 3.) Half the funds will be distributed upon execution of the MOU
- 4.) An additional \$6,000 will be distributed in the summer of 2016 upon successful completion of the first 10 week course.
- 5.) The grant period will run from January 1, 2016 to December 31, 2017.

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

Acceptance of this Grant will conform to Goal #1 and Goal #3 as stated within the Mission Statement as identified within the City Strategic Plan.

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 | NA |
| ▪ Reduce dependence on chemicals and other manufacturing substances that accumulate in nature | NA |
| ▪ Reduce dependence on activities that harm life sustaining eco-systems | NA |
| ▪ Meet the hierarchy of present and future human needs fairly and efficiently | YES |

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

Action required/Recommendation:

Staff recommends acceptance of the Grant funding, and directing the City Manager to execute the Grantee Agreement, as well as the Aging Mastery Program Agreement.

Fiscal Note/Budget Impact:

A Budget Amendment is required.

Attachments:

- Resolution Supporting and Authorizing the Acceptance of the Aging Mastery Program Grant.
- National Council on Aging, Aging Mastery Program information.



AGING MASTERY PROGRAM® AGREEMENT

THIS AGING MASTERY PROGRAM® AGREEMENT (the "Agreement"), effective as of January 1, 2016 ("Effective Date") is made by and between the National Council on Aging, Inc., with offices located at 251 18th Street South, Suite 500, Arlington, VA 22202 ("NCOA") and [REDACTED] a [REDACTED], having principal offices at [REDACTED] ("Client").

BACKGROUND

NCOA is the nation's leading nonprofit service and advocacy organization representing older adults and the community organizations that serve them. NCOA works with local and national partners to give older adults tools and information to stay healthy and secure, and advocates for programs and policies to improve the lives of older adults. Consistent with NCOA's mission of improving the lives of millions of older adults, NCOA has developed an incentive-based educational program currently known as the Aging Mastery Program® (the "Program"), designed to provide seniors the education, information and resources they need to improve their health and wellness.

Client is an organization serving older adults and wishes to utilize the Program for the benefit of older adults and NCOA wishes to make the Program available to Client, on the terms and conditions described in this Agreement.

AGREEMENT

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS. In addition the any terms defined in the text of this Agreement, the following capitalized terms shall are defined as follows:

1.1 **"Administrator"** means an employee of Client who is authorized by Client to administer the Program on its behalf, including managing Program Sessions and related documents for Participants and reporting of Program metrics to Client.

1.2 **"Affiliate"** means any corporation or other business entity controlled by, controlling, or under common control with a party. For this purpose, "control" means (i) direct or indirect beneficial ownership of fifty (50%) percent or more of the voting control, or (ii) the power to direct or cause the direction of the management and policies of such corporation or other business entity.

1.3 **"AMP Program"** means, collectively, the Program and Content.

1.4 **"Content"** means the copyrighted Aging Mastery Program® educational and resource materials and content and information provided or referenced therein, including all text, methodologies, approaches, and organization and any additional materials, including training, demonstration and promotional materials developed and licensed by NCOA in connection therewith.

1.5 “**Educational and Research Purposes**” means, and is limited to, participating in and conducting in-person, community-based training sessions, and participating in NCOA-sponsored research activities regarding participation in, and effectiveness of, the AMP Program.

1.6 “**Participant**” means an individual assigned to participate in a Program Session.

1.7 “**Participant Data**” means, collectively, (a) all demographic, healthcare and related program information relating to any Participant, including, without limitation, demographic data and data developed or obtained by NCOA or Client with respect to any Participant in connection with the provision of the AMP Program, whether from NCOA, Participants, Client or others, individually or collectively; and (b) all reports, compilations, analyses, or any other works derived from such information.

1.8 “**Program**” means the community-based copyrighted incentive-based educational program developed by NCOA currently known as the Aging Mastery Program®, including curriculum, program materials for distribution to Participants, methods, methodologies, approaches, training materials, organization and know-how, together with any improvements, modifications and subsequent versions made generally available to third parties by NCOA during the Term.

1.9 “**Program Session**” means, collectively an in-person, community-based educational session or sessions, conducted in-person for the purpose of implementing and-or participating in the AMP Program.

1.10 “**Administrative Tools**” means, collectively, all administrative tools and other resources concerning the Program made available by NCOA to Client administrators to assist with administration of the AMP Program and evaluation of Participants’ participation in the AMP Program, including electronic versions of AMP Program documents and online access to usage metrics and AMP Program materials. Administrative Tools are not accessible by Participants.

2. LICENSE GRANT

2.1 ***Grant of License to the AMP Program.*** Subject to the terms and conditions of this Agreement, including payment of applicable fees, NCOA hereby grants to Client a limited, personal, nonexclusive, nontransferable and revocable license during the Term, without the right to sublicense or assign, to use the AMP Program and to make the AMP Program available to Participants solely for Educational and Research Purposes. In addition, NCOA hereby grants to Client a limited, personal, nonexclusive, nontransferable and revocable license during the Term, without the right to sublicense, assign, or transfer, to use the Administrative Tools solely for access by Administrators to manage the AMP Program on Client’s behalf for the benefit of Participants.

2.2 ***License Limitations.***

2.2.1 Client may not sublicense, distribute, display or make available the Administrative Tools to Participants or any third party in any form, or copy, modify or make any derivative works utilizing the Administrative Tools, in whole or in part.

2.2.2 Client may not sublicense, distribute, display or make available the AMP Program, or any portion of it, to any third party except as specifically allowed in Section 2.1 and may not copy, or create any derivative works based on the AMP Program or any portion of it. Except as provided in Section 2.1, Client may not distribute, display, copy or make available the AMP Program to any party in any form (including physical media, online display or in video form).

2.2.3 No license is granted for any other purpose other than described in this Section 2 and there are no implied license rights.

2.2.4 All rights not expressly granted to Client are reserved by NCOA.

2.3 **Restrictions on Use. Use of the AMP Program in any manner other than described in this Agreement is strictly prohibited.** Client may access and use the AMP Program solely for its own internal business use for Educational and Research Purposes. Client shall not use the AMP Program or any related documentation or materials for any unlawful purpose and shall cause its Participants to comply with this restriction. Without the express prior written consent of NCOA, Client shall not; a) copy or modify the AMP Program; b) distribute, disclose, market, rent, lease, transfer or otherwise distribute or provide the AMP Program to any third party; c) create any derivative work of the AMP Program; d) modify or remove any copyright, trademark or other proprietary notices contained on or in the License Program and related materials; or e) disclose to any third party or publish the results of any research concerning the AMP Program or any results or performance benchmarks concerning the AMP Program.

2.4 **Training and Support.** NCOA shall provide a one-time initial AMP Program training session in such manner and at such date and time as reasonably determined by NCOA for purposes of introducing Client and its employees to the AMP Program and training Administrators in conducting the AMP Program, including use of AMP Program materials and Administrative Tools. In addition, NCOA shall provide general email and telephone support during customary NCOA business hours at such email address and number as designated by NCOA. Such support shall be provided to no more than two (2) designated representatives of Client to answer implementation questions concerning the AMP Program. NCOA may also provide additional training programs during the Term as determined by NCOA in its sole discretion, provided however that NCOA will review and consider input from Client concerning possible improvements and additions to training protocols and training materials for implementation of the AMP Program.

2.5 **Quality.** Client shall comply with all quality standards and guidelines concerning the AMP Program provided in writing by NCOA from time to time. Failure by Client to maintain such quality standards in utilizing the AMP Program shall constitute a breach of this Agreement, enabling NCOA to terminate this in accordance with the provisions of Section 7.3.

3. OWNERSHIP RIGHTS/ USE OF MARKS

3.1 **AMP Program.** Client acknowledges and agrees that as between Client and NCOA, NCOA owns all right, title and interest in and to the AMP Program, including the Administrative Tools and all modifications, improvements and derivative works derived therefrom, including without limitation any and all copyrights, patents, trade secrets, trademarks and other intellectual property rights therein.

3.2 **Limited License to Trademarks.** Subject to the terms and conditions of this Agreement, including payment of applicable fees, NCOA hereby grants to Client a limited, personal, nonexclusive, nontransferable and revocable license during the Term, without the right to sublicense or assign, to use NCOA's name and approved logo and trademarks solely for purposes of promoting the AMP Program in the United States. Any such use or display shall be in accordance with NCOA instructions and in compliance with any guidelines provided by NCOA.

3.3 **Trademark License Limitations.** Client agrees not to take any actions which are harmful to, or inconsistent with, NCOA's rights in its name, logos, trademarks, service marks, trade names and other business names. Except as expressly provided in Section 3.2, Client does not acquire any rights and is not granted any rights or licenses under any trademarks or other intellectual property rights of NCOA or any of its Affiliates and may not use the foregoing for any purpose without the express prior written consent of NCOA. Client acknowledges and agrees that NCOA owns all right, title and interest in and to the NCOA name, other business names, logos, trademarks, tradenames and other business names.

4. NONDISCLOSURE

4.1 **Confidentiality Obligations.** Client agrees to hold the AMP Program and any information relating to this Agreement (including, without limitation, the AMP Program, Program materials, Administrative Tools and Participant data) and any information obtained by Client or its representatives regarding the AMP Program or its use) (collectively referred to as the "Confidential Information") in strict confidence and not to use or disclose the Confidential Information, in whole or in part, except as expressly permitted in this Agreement or otherwise with the prior written consent of NCOA. Client may disclose the Confidential Information to employees of Client, but only to the extent they have a need to know to conduct the AMP Program and Client has advised them that such information is Confidential. Client agrees to instruct any such employees in advance who will have access to the AMP Program that they must comply with the restrictions set forth in this Agreement.

4.2 **Exceptions.** Client shall have no obligation to maintain the confidentiality of any information which (a) is or becomes publicly available without breach of this Agreement; (b) is rightfully received by Client from a third party without an obligation of confidentiality and without breach of this Agreement; (c) is developed independently by Client without access to or use of the Confidential Information; or (d) has been approved for release by prior written authorization of NCOA.

5. DISCLAIMERS

5.1 **Changes to AMP Program.** Client understands, acknowledges and agrees that: a) the AMP Program may be revised and/or supplemented by NCOA from time to time without notice to Client; and b) the AMP Program may contain errors, design flaws or other problems which may not be corrected by NCOA.

5.2 **Disclaimer of Warranties.** CLIENT AGREES THAT THE AMP PROGRAM IS BEING PROVIDED TO CLIENT ON AN "AS IS" BASIS. CLIENT ASSUMES ALL RISKS WITH RESPECT TO USE OF THE AMP PROGRAM AND AGREES TO MONITOR ITS' USE OF THE AMP PROGRAM AND RESULTS OBTAINED USING THE AMP PROGRAM. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL NCOA OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE AMP PROGRAM, EVEN IF NCOA OR ITS SUPPLIERS OR LICENSEORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. TERM/ TERMINATION

7.1 **Term.** This Agreement and the license rights granted herein shall commence on the Effective Date and expire twelve months after the Effective Date (the "Initial Term"). Thereafter, this Agreement will automatically renew for successive periods of one (1) year, unless a party provides the other written notice of its intent not to renew within thirty (30) days prior to the expiration date of the then-current term (the Initial Term and any renewal terms, collectively, the "Term"). This Agreement may also be immediately terminated by NCOA upon Client's or its representatives' or Participants' breach of Section 2 (license rights) and/or Section 4 (nondisclosure) of this Agreement.

7.2 **Return of Materials.** Any rights to use or access the AMP Program shall cease upon expiration of the Term. Client shall, within two (2) days after the expiration or termination of this Agreement, discontinue all use of the AMP Program and return to NCOA or destroy (including purging from any system or storage media) any and all copies of the AMP Program and any other Confidential Information, including any notes, feedback and other

materials relating to the AMP Program. If requested by NCOA, an officer of Client shall certify in writing to NCOA that all copies of the AMP Program and Confidential Information have been returned to NCOA or destroyed.

7.3 **Termination.**

7.3.1 Each party shall have the right, in addition to any other rights and remedies available to the party, to terminate this Agreement by written notice to the other party if the other party breaches any material provision of this Agreement and, in the case of a breach capable of cure, fails to cure such breach within thirty (30) days of the receipt by the breaching party of notice specifying the breach and requiring its remedy.

7.3.2 Upon any expiration or termination of this Agreement, the licenses granted hereunder shall immediately terminate, NCOA's obligations hereunder shall immediately cease, and, at a NCOA's request, the Client shall either promptly return and provide to the requesting party all documents and other material and all electronic or other copies thereof containing any Confidential Information of NCOA or destroy all such documents and other material and all electronic or other copies thereof. At NCOA's request, an officer of the Client shall certify to the requesting party that Client has complied with the terms of the preceding sentence respecting Confidential Information. The expiration or termination of this Agreement for any reason shall not affect any rights or liabilities of the parties which may have accrued prior to the date of expiration or termination.

7.3.3 NCOA may terminate this Agreement at any time upon thirty (30) days' advance written notice to Client in the event NCOA determines, in its sole discretion, to terminate the Pilot or other use of the AMP Program.

7.4 **Survival.** The rights and obligations of the parties under Sections 3 (Ownership); 4 (Nondisclosure); 5 (Disclaimers); and 6 (Limitation of Liability) shall survive the expiration or termination of this Agreement for any reason.

8. ADDITIONAL OBLIGATIONS OF CLIENT

8.1 **Notice of AMP Program Issues.** Client shall promptly notify NCOA of any errors or problems relating to the AMP Program. Client shall cooperate with NCOA in identifying the source of and rectifying any such errors or problems.

8.2 **Reporting.**

8.2.1 Client shall utilize the Administrative Tools to provide NCOA information concerning Client's use of the AMP Program. Such information shall include the number of times the AMP Program was given; the dates of each Program Session; the number of Participants for each Program Session; the identities and titles of Client's representatives conducting the Program Sessions; and the nature and results of any research activities and benchmarking performed by Client during the applicable period.

8.2.2 From time to time during the Term, NCOA may request information or metrics concerning utilization of the AMP Program. Client shall promptly provide such information as may be reasonably requested by NCOA.

8.3 **Marking/ Use of Trademarks.** Client shall not remove or modify any and all proprietary notices (including any copyright and trademark notices) contained on the AMP Program, or any part of it (including the Administrative Tools, Participant Materials and any content). Except as provided in Section 3.2, Client shall not use or display the name or trademarks, tradenames or service marks of NCOA or its Affiliates without the express prior written consent of NCOA in all instances. Any such use or display shall be in accordance with NCOA instructions and in compliance with any guidelines provided by NCOA.

8.4 **Fees.** Client shall pay the fees described in Exhibit A (Fees) for access to and use of the AMP Program and Administrative Tools during the Initial Term. NCOA may amend the pricing described on Exhibit A at any time, effective as of the commencement of the next subsequent renewal term, upon thirty (30) days' advance written notice to Client. All such fees shall be due and payable within thirty (30) days of invoice. Client shall be solely responsible for determining pricing for participation in the AMP Program by its Participants, as well as billing and collection of such fees from Participants.

9. GENERAL

9.1 **Analysis of Participant Data.** NCOA shall have the right to access, use, reproduce, compile, and/or aggregate any Participant Data for analytical, academic and other research purposes (including publication of research reports, articles, presentations and other academic materials), benchmarking and for purposes of extracting, obtaining and providing information related to the use and conduct of the AMP Program, provided that the Participant Data is compiled and presented in de-identified form only, without identifying the identity of the Participant (Participant Data in such de-identified form being referred to as the "De-Identified Data"). NCOA and its subcontractors shall also have the right to make derivative works of any De-Identified Data, including scholarly works and other publications derived from the De-Identified Data and such De-Identified Data may be used freely by NCOA and its subcontractors for any lawful purpose without a duty of accounting to Client. Client further agrees that NCOA may identify Client in works resulting from analysis of the AMP Program and use of the De-Identified Data as a participant in the AMP Program and source of such data. De-Identified Data shall not be considered Confidential Information under this Agreement.

9.2 **Audit Rights.** Client shall keep and maintain at all times during the Term and for a period of twelve (12) months thereafter (the "Audit Period"), complete and accurate books and records to permit substantiation and verification of compliance with this Agreement. NCOA and/or its representatives shall have the right during the Audit Period, upon no less than fifteen (15) business days prior written notice, to inspect, review and copy the books and records of Client and its subcontractors for the purpose of verifying compliance with the terms hereof and/or assuring high quality implementation of the AMP Program by Client. All audits shall take place at a location or locations designated by NCOA and at mutually agreed times during normal business hours and shall not unreasonably disrupt or interrupt the normal business operations of Client. NCOA shall pay the costs of such audits.

9.3 **Compliance with Laws/ Indemnity.** CLIENT AGREES TO COMPLY WITH ALL APPLICABLE LAWS IN CONNECTION WITH CLIENT'S AND ITS PARTICIPANTS' USE OF THE AMP PROGRAM, INCLUDING BUT NOT LIMITED TO LAWS CONCERNING PRIVACY AND INFRINGEMENT OF THIRDS PARTY RIGHTS. CLIENT AGREES TO INDEMNIFY NCOA, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES AGAINST LIABILITY TO THIRD PARTIES (INCLUDING GOVERNMENTAL AUTHORITIES) RESULTING FROM CLIENT'S USE OF THE AMP PROGRAM AND ANY FAILURE OF CLIENT AND/OR ITS PARTICIPANTS TO COMPLY WITH SUCH LAWS.

9.4 **Injunctive Relief.** Client acknowledges that any breach of its obligations under this Agreement with respect to the proprietary rights and/or Confidential Information of NCOA will cause NCOA irreparable injury for which there are inadequate remedies at law, and, therefore, NCOA will be entitled to equitable relief in addition to all other remedies provided by this Agreement or available at law or in equity.

9.5 **Notices.** Any notice required or permitted to be given by either party under this Agreement shall be given in writing and shall be delivered either by hand (provided a written receipt is obtained indicating that such delivery was made), sent by a reputable overnight mail service (e.g., Federal Express), or by registered or certified mail (return receipt requested), or by facsimile or e-mail (with confirmation copies sent by registered mail) addressed to the receiving party at its address set forth above. Either party may change the address to which notice or payment is to be sent by written notice to the other party pursuant to the provisions of this paragraph.

9.6 **Assignment.** Client may not assign its rights or delegate its obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of NCOA. Any attempted assignment or delegation (by operation of law or otherwise) without NCOA's written consent will be void. The rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' respective successors and permitted assigns.

9.7 **Waiver and Modification.** Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by the parties.

9.8 **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

9.9 **Controlling Law.** This agreement shall be construed and interpreted in accordance with the Federal laws of the United States and the laws of the District of Columbia, without regard to principles of conflicts of law thereof. The parties stipulate and agree that any litigation arising from or relating to this Agreement will be filed and prosecuted before a court of competent subject matter jurisdiction in the District of Columbia. The parties consent to the jurisdiction of such courts over them, stipulate to the convenience, efficiency and fairness of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts based on the alleged inconvenience, inefficiency or unfairness of such courts.

9.10 **Headings.** Headings used in this Agreement are for ease of references only and shall not be used to interpret any aspect of this Agreement.

9.11 **Entire Agreement.** This Agreement, including all exhibits which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

9.12 **Counterparts.** This Agreement may be executed in two counterparts, each of which shall be an original and together which shall constitute one and the same instrument. A copy of a digital or original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

NATIONAL COUNCIL ON AGING, INC.

[CLIENT]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**EXHIBIT A
FEES**



Aging Mastery Program®

National Council on Aging

AMP® Pricing as of 08/18/15

Single Organization		
<i>Description</i>	<i>Cost</i>	<i>What is included</i>
One time startup cost	<p>\$3,500 for the first location</p> <p>\$500 each for additional locations of the same organization</p>	<ul style="list-style-type: none"> • Planning, training from NCOA staff, technical assistance, and access to the online community and tools, marketing and recruitment materials to get the program started in your community, and sustainability tools to ensure future programmatic success. • Ongoing license to provide AMP, subject to rules of participation in program. Ongoing technical assistance, access to the online community and tools, and programmatic updates.
Core Curriculum Variable costs per participant per year	\$60 per participant for 10 week course (Local partners may choose to price the program higher to cover their costs of program delivery.)	<ul style="list-style-type: none"> • Aging Mastery core program (10 classes) • and related materials • Marketing templates • AMP Daily Practices Log • AMP note book and pen • AMP tote bag • AMP graduation pins and diploma templates
Coming Soon! Post-core participation opportunities	Pricing TBD	Elective class materials and other ongoing engagement activities.
Evaluation	Variable	TBD based on desired interests and outcome measures.



Grantee Agreement

This Agreement is entered into as of January 1, 2016 by and between The National Council on the Aging Inc., hereinafter referred to as “NCOA”, and **Your Organization** hereinafter referred to as “GRANTEE”. The GRANTEE agrees to operate the project in accord with and the terms and conditions attached hereto and any exhibits included herein and in accordance with the terms of the AMP Program Agreement executed contemporaneously with this Grantee Agreement (the “AMP Program Agreement”). This Agreement is contingent, in its entirety, on GRANTEE'S strict conformance with the terms of this Agreement and the AMP Program Agreement.

GRANTOR		GRANTEE	
National Council on Aging 251 18 th Street, South Suite 500 Arlington, VA 22202		Your Organization Name Enter Address Here Organization DUNS #: _____ Organization Congressional District: ____ Is Org. registered in CCR: ____ Current CCR expiration: _____	
GRANTEE GRANT PERIOD		January 1, 2016 to June 1, 2017 (the “Grant Period”)	
Funds Awarded	\$12,000	NCOA will provide grant funding to Grantee in the amount of \$12,000, half of the funding (\$6,000) will be distributed upon execution of this Agreement and the AMP Program Agreement and an additional \$6,000 will be distributed in the summer of 2016 upon successful completion of the first 10 week course (including entering program data to the AMP community site). Grant funding will be designated solely for use to implement the AMP Program in accordance with the terms of this Agreement and the AMP Program Agreement.	
Method of Payment	<input type="checkbox"/> Cost Reimbursement	<input checked="" type="checkbox"/> Advance Payment	
<i>Approved for NCOA by:</i>		<i>Approved for GRANTEE by:</i>	
<i>NAME Donna Whitt</i>		<i>NAME</i>	
<i>TITLE Chief Financial Officer</i>		<i>TITLE</i>	
<i>SIGNATURE</i>		<i>SIGNATURE</i>	
<i>DATE</i>		<i>DATE</i>	

ADDITIONAL TERMS AND CONDITIONS

WHEREAS, the GRANTEE, an independent contractor, has agreed to provide services as detailed below; NCOA and the GRANTEE desire to enter into an agreement whereby NCOA will distribute funds received under its grant to the GRANTEE in exchange for said services.

That NCOA and the GRANTEE acting by and through their representatives have collectively agreed and by execution hereof are bound to the mutual obligations and to the performance and accomplishments of the tasks and provisions hereafter described.

I. PURPOSE

A. Project Objectives

The GRANTEE understands and agrees that the purpose of the Agreement is to: The goal of this initiative is to improve the health, independence, and well-being of rural older adults by introducing the Aging Mastery Program® into 39 small towns and rural areas in Minnesota, Washington and Wisconsin.

The primary objectives, to be undertaken during the Grant Period include:

- Send two staff members to attend a one-day, centrally located training in their state in January or February of 2016. Travel costs for two staff from each site will come from the \$12,000 grant funds given to each organization.
- Participate in regular technical assistance and training activities.
- Provide at least three, 10-week courses to a total of 80-90 participants over 18 months (one or more courses in the spring of 2016, one or more in the fall of 2016, and one or more in the spring of 2017). For these three courses, NCOA will provide all of the participant materials as an in-kind contribution.
- Offer ongoing AMP engagement activities for the period of the grant for completers of the 10-week course, using materials to be provided by NCOA. These activities will include: periodic elective classes, daily practices program materials to reinforce individual behavior change, and AMP club activities. At least one of the elective classes and some of the suggested AMP Club activities will include an intergenerational component.
- Work with state leads and NCOA to develop and implement sustainability strategies. Assuming the program is successful, make good faith efforts to sustain the program with sources of funding other than this grant, including offering at least one more 10-week program in the Fall of 2017 with participant materials (\$60 per person) not paid for by NCOA.

B. Special Assurances

- 1) GRANTEE agrees to use its best efforts to comply with this Agreement and the AMP Program Agreement.
- 2) In the event that GRANTEE is unable to perform such services in a manner consistent with this Agreement and the AMP Program Agreement, GRANTEE agrees to immediately notify NCOA of such, in writing.

II. GRANTEE RELATIONSHIP

A. Legal Authority

The GRANTEE warrants that it is in compliance with all applicable state and federal requirements and standards and that it possesses the legal authority pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the GRANTEE authority to enter into this Agreement, receive the funds authorized by this Agreement, and to perform the services the GRANTEE has obligated itself to perform under this Agreement.

The person or persons signing and executing this Agreement on behalf of the GRANTEE, or representing themselves as persons authorized to sign and execute this Agreement on behalf of the GRANTEE, do hereby warrant and guarantee that they have been fully authorized by the GRANTEE to execute this Agreement on behalf of the GRANTEE and to validly and legally bind the GRANTEE to all terms, conditions, performances and provisions herein set forth.

NCOA shall have the right to suspend or terminate this Agreement if there is a dispute as to the legal authority of either the GRANTEE or the person executing this Agreement on its behalf. In such event, GRANTEE shall refund to NCOA all grant funds received as of the date of such suspension or termination.

B. Independent Contractor

Each of the parties is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other party. Nothing in this Agreement shall be construed to establish a relationship of co-partner or joint venture between the parties. NCOA shall not be responsible and shall have no obligation to GRANTEE, the employees of GRANTEE or any governing body to withhold Federal, State, or local income tax, or NCOA's employee portion of FICA or other payroll taxes, and other taxes relating from any individual assigned by GRANTEE to provide services under this Agreement.

C. Prohibition on Lobbying

- 1) GRANTEE will not attempt to influence any member of Congress, State or local legislator to favor or oppose any legislation or appropriation with respect to this agreement.
- 2) Grant funds shall not be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to support or defeat legislation pending before the Congress or state and local legislatures.

- 3) Grant funds shall not be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriation pending before the Congress or state and local legislatures.

D. Scope of Agreement

Except for the AMP Program Agreement, this written instrument constitutes the entire agreement by the parties hereto concerning the subject matter hereof, and any prior or contemporaneous, oral or written agreement which varies from the terms hereof shall be void.

The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court, federal agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision. Provided, however, that NCOA retains the right to terminate this Agreement in accordance with this Agreement, at NCOA'S discretion, in the event of breach by GRANTEE or, immediately upon written notice to GRANTEE if NCOA has a reasonable basis for believing the GRANTEE is not or will not be carrying out the project as specified herein and in the AMP Program Agreement.

E. Reporting Requirements

GRANTEE will be responsible for engaging in the participatory evaluation process which will include:

- Active participation in identifying the learning and evaluation issues;
- Utilizing the online AMP community to enter program data from your participants including demographic data, participant satisfaction data, and attendance.
- Provision of information and sources for data collection;
- Participate in semi-structured interviews administered at two time points: at the beginning and the end of the AMP program for evaluation purposes.
- Assist NCOA in devising action plans to address the programmatic and operational issues to be addressed by their model; and,
- Participation in the feedback loop for distribution of the findings from the research at each data collection point.

The above activities will require a minimum of hours as stated below to meet the reporting requirements:

- Two hours a month during the project activity period.

The above time allocations could be spent in site visits, conference calls, focus groups, completing on-line surveys, reviewing reports and providing written feedback, or other activities deemed by NCOA to be needed to complete the evaluation.

F. Subcontractors

Without NCOA's express prior written consent, which may be withheld in NCOA's sole discretion, GRANTEE shall not subcontract or delegate any work under this Agreement, in whole or in part, to any third party. GRANTEE shall provide NCOA written notice of any proposed subcontracting, including information about the services to be subcontracted, the identity of the subcontractor, a copy of the proposed agreement with such subcontractor and other reasonable detail for NCOA to consider such request. NCOA shall provide written notice to GRANTEE within 10 calendar days after notice from GRANTEE of the subcontractor and the proposed agreement. Failure of NCOA to respond to a request for consent from GRANTEE within such 10 calendar day period shall be deemed to be NCOA's approval of the subcontractor and the agreement. GRANTEE shall be responsible and liable for the performance of any subcontractors, subsidiary or affiliated companies and shall be liable for such subsidiary, affiliated company or subcontractor's misuse or misappropriation of any Confidential Information or other breach of the terms of this Agreement, the AMP Program Agreement and the subcontractor's agreement with GRANTEE.

III. GENERAL ADMINISTRATIVE PROVISIONS

A. Period of Performance

The term of this Agreement shall be for the period of January 1, 2016 to June 1, 2017.

B. Total Funds Awarded

NCOA shall provide GRANTEE the grant funding shown on Page 1 of this Agreement for the Grant Period in accordance with the payment terms described therein. Payments will be distributed via check to the GRANTEE only after receipt of this Agreement and the AMP Program Agreement, signed by both parties, and a completed W-9 form. It is understood and agreed that in no event shall the total distribution of grant funds made by NCOA to GRANTEE during the term of this Agreement exceed the amount designated on Page 1.

This Agreement may be terminated by the parties as follows:

1) Termination for Cause

Each party shall have the right, in addition to any other rights and remedies available to the party, to terminate this Agreement by written notice to the other party if the other party breaches any material provision of this Agreement and, in the case of a breach capable of cure, fails to cure such breach within thirty (30) days of the receipt by the breaching party of notice specifying the breach and requiring its remedy. If the breach is incapable of cure, the non-breaching party may terminate this Agreement immediately upon written notice to the breaching party.

2) Termination for Convenience

NCOA may terminate this Agreement for convenience upon at least thirty (30) days' advance written stating the effective date of such a termination. The GRANTEE shall be entitled to receive or retain just and equitable compensation for any allowable

services satisfactorily performed hereunder through the date of termination. Any grant funding received by GRANTEE is excess of this amount shall promptly be refunded to NCOA.

3) Effect of Termination

Upon termination of this Agreement for any reason, NCOA will determine the amount due the GRANTEE, or otherwise, such sum will in no event exceed the face value of this Agreement.

In the event of termination for any reason, the grant funding which is payable under this Agreement shall be equitably adjusted by NCOA.

IV. MISCELLANEOUS

A. No Advertising/Publicity

Except for the limited license rights in the AMP Program Agreement, neither party shall, without the prior written consent of the other, use in advertising, publicity, on the internet or otherwise the names, trade names, service marks, trade dress or logo of the other party or any of its affiliates or refer to the existence of this Agreement in any press releases, advertising, web sites or materials distributed or made available to prospective customers or other third parties.

B. Successors and Assigns

GRANTEE shall not assign, transfer or delegate any of the rights or obligations under this Agreement without the prior written consent of NCOA, which may be withheld in the sole discretion of NCOA. This Agreement and all of its provisions shall inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

C. Survival

Any provision of this Agreement which by its nature must survive termination or expiration in order to achieve the fundamental purposes of this Agreement shall survive any termination or expiration of this Agreement.

D. Confidential Information

This Agreement shall apply to all confidential and proprietary information disclosed by each party to the other including, but not limited to, data relating to a party's products, equipment, inventions, discoveries, trade secrets, secret processes, knowledge databases and proposals which access knowledge databases, financial data, personnel records, patient records, medical records, health information, test results, proprietary computer programs, marketing information, and any other similar information which is (a) clearly marked to indicate its confidential or proprietary status, if disclosed by one party to the other in

written, graphic, recorded, photographic or any machine readable form, or (b) by its nature proprietary or non-public, even if not marked and regardless how it is disclosed. A party's Confidential Information shall include Confidential Information of a party's contractors, agents, and vendors.

"Confidential Information" shall not include information which (a) was already known to either party prior to the time that it is disclosed to such party hereunder; (b) is in or has entered the public domain though no breach of the Agreement or other wrongful act of either party; (c) has been rightfully received from a third party without breach of this Agreement; (d) has been approved for release by written authorization of either party; or (e) is required to be disclosed pursuant to the final binding order of a governmental agency or court of competent jurisdiction, provided that NCOA has been given reasonable notice of the pendency of such an order the opportunity to contest it.

Both parties agree to hold the other's Confidential Information in strict confidence and not to disclose such information to any third party, or to use it for any purpose other than to exercise its rights and perform its obligations under this Agreement. Each party agrees that it will employ reasonable measures to protect the Confidential Information from unauthorized or inadvertent disclosure, including without limitation all steps that it takes to protect its own information that it considers proprietary. Either party may disclose the other's Confidential Information only to those employees having a need to know and only to the extent necessary to enable the parties to adequately perform their respective responsibilities.

No copies of the Confidential Information shall be made by either party except as may be necessary to perform services relating to the Confidential Information. If requested by NCOA, GRANTEE agrees to destroy any NCOA Confidential Information.

E. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to choice of law principles. Any action brought under or in relation to this Agreement shall be brought in a State or Federal court with venue in the State of Virginia, Arlington County. The parties consent to the jurisdiction of such courts over them, stipulate to the convenience, efficiency and fairness of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts based on the alleged inconvenience, inefficiency or unfairness of such courts.



National Council on Aging: Helping Rural Elders Achieve Aging Mastery

Request for Proposals

Purpose:

The goal of this initiative is to improve the health, independence, and well-being of rural older adults by introducing the Aging Mastery Program® into 39 small towns and rural areas in Minnesota, Washington, and Wisconsin. This project is funded by a three-year grant from the National Council on Aging

The Aging Mastery Program® (AMP) helps baby boomers and older adults take key steps to improve their well-being, add stability to their lives, and strengthen their ties to communities. The program consists of courses that combine evidence-informed materials, expert speakers, and group discussion, levels of mastery and achievement, and small rewards. All courses are designed to provide the skills and tools needed to achieve measurable improvements in managing health, remaining economically secure, and contributing actively in society. The program consists of a 10-week core curriculum and ongoing engagement activities which include monthly elective classes, clubs, and daily practices programs. You can learn more about the program at www.ncoa.org/AMP and by watching two short videos: the first is an overview of AMP and the second one features participants from the first two pilot sites talking about the impact of the program on their lives.

- Aging Mastery Program Introduction video – overview (2 minutes) <https://youtu.be/vkghbhs1b90>
- Aging Mastery Program Impact video- participants speak (5 minutes) <https://youtu.be/QGuqsppf0tY>

In Wisconsin, the project is led by the Greater Wisconsin Area Agency on Aging Resources, Inc. (GWAAR) in collaboration with the National Council on Aging (NCOA). An advisory committee consisting of selected individuals from Wisconsin will advise GWAAR and NCOA on program implementation, grantee selection, and sustainability and growth strategies.

Number and Amount of Grant Awards:

A total of 13 awards will be made to organizations in Wisconsin. Each grantee will receive \$12,000 in funding plus an in-kind grant of \$4,800 of program materials. Half of the funding (\$6,000) will be distributed upon execution of the MOU and an additional \$6,000 will be distributed in the summer of 2016 upon successful completion of the first 10 week course. NCOA and GWAAR will also provide extensive technical assistance on program implementation and sustainability strategies. The grant period will run from January 1, 2016 to December 31, 2017. Depending on the quality of the applications received, NCOA and GWAAR reserve the right to fund less than 13 projects in the first round; if this occurs, there will be a second request for proposal in six to nine months.

Key Dates:

- **October 5th from 3:00-4:00pm ET (2:00pm CT, 1:00pm MT, noon PT)**
- **October 21st from 3:00-4:00pm ET (2:00pm CT, 1:00pm MT, noon PT)** Informational applicant webinar. The webinar will be recorded and shared on the NCOA website for those who cannot join. Visit ncoa.org/AMPGrant to register.
- **November 13th** Proposals must be submitted to AMP@ncoa.org.
- **December 18th** The review panel selects finalists.
- **December 31st** Grantees receive notification of awards.
- **January 2016** Awards begin to up to 13 sites in each state. It is possible we will reopen the opportunity. The selected sites will provide at least three, 10-week courses (the AMP core program) involving a total of 80-90 people over 24 months.

Selection Criteria:

Each of the 39 grantees (13 in each state) will be a nonprofit organization currently providing programs and/or services to older adults in rural communities. For the purposes of the RFP small towns and rural areas are defined as locations with no more than 50,000 residents. Up to thirteen organizations will be selected from Wisconsin in this round, but the funding opportunity may be reopened at a later date if thirteen organizations are not selected in the initial round.

Applicant organizations must be based in the United States or its territories and be either public entities or tax-exempt as a public charity under Section 501(c)(3). Awards will be made to organizations, not to individuals. Grantees will be required to:

- Send two staff members to attend a one-day, centrally located training in their state in January or February of 2016. After the sites are selected, NCOA and GWAAR staff will work with the sites to determine the best location and dates. Travel costs for two staff from each site will come from the \$12,000 grant funds given to each organization.
- Participate in regular technical assistance and training activities.
- Assist with data collection and entry that may be needed for evaluation purposes.
- Provide at least three, 10-week courses to a total of 80- 90 participants involving a total of over 24 months (one or more courses in the spring of 2016, one or more in the fall of 2016, and one or more in the spring of 2017). For these three courses, NCOA will provide all of the participant materials as an in-kind contribution.
- Offer ongoing AMP engagement activities for the period of the grant for completers of the 10-week course, using materials to be provided by NCOA. These activities will include: periodic elective classes, daily practices program materials to reinforce individual behavior change, and AMP club activities. At least one of the elective classes and some of the suggested AMP Club activities will include an intergenerational component.
- Work with state leads and NCOA to develop and implement sustainability strategies. Assuming the program is successful, make good faith efforts to sustain the program with sources of funding other than this grant, including offering at least one more 10-week program in the Fall of 2017 with participant materials (\$60 per person) not paid for by NCOA.
- NCOA will work with all sites to grow and sustain their AMP programs, but preference will be given to sites that have a clear sense of how they will achieve sustainability. Strategies might include:

having consumers pay some or all of the costs, having a hospital or health insurance company sponsor the program, building the costs of the program into an organization’s annual budget, scholarships supported by local businesses, or some combination of the above. There is also a strong possibility that the 13 grantees in the state will chose to become part of a statewide AMP network which may increase the ability to attract funding for sustainability.

Our goal is that each of these projects will be “beacons” for other organizations in your state and for small towns and rural areas across the nation. NCOA and GWAAR will work with to the grantees to help promote awareness of AMP and to develop strategies for sustainability and expansion statewide.

Applicants will be reviewed by panels with 100 points broken up in the following way:

- Recruitment: 20 points,
- Programs currently operated related by the organization: 20 points,
- Leadership: 20 points, and
- Sustainability: 40 points.

Final funding decisions will be made by the NCOA and GWAAR teams. Geographic type and population served are not scored items, but may be considered to ensure diverse populations are represented in this pilot.

Please contact Emily Dessem, Associate Director, Aging Mastery Program® Community Partnerships with any questions about this RFP or the program (Office: 571-527-3965, Email: emily.dessem@ncoa.org).

Program Background

Organizational Information	
Applicant Organization	Grinnell Hall Senior Center
Street Address	631 Bluff Street
City	Beloit
State	WI
Zip Code	53511
Phone Number	608-364-2875
First Name	Paula
Last Name	Schutt
Title	Coordinator
Phone Number	608-364-5855
Email Address	schuttp@beloitwi.gov
Number of individuals served by the organization in the past year	During the year of 2014 Grinnell Hall served 4,304 individual seniors
Geographic Type (Rural, Urban, Suburban) <i>*Note, only rural organizations are eligible for this funding opportunity.</i>	City with population of 36,000.

- 1) Organizations will be encouraged to recruit broadly across their community to spur new people to enroll in the program. Briefly describe the methods your organization will use to recruit people to participate in this program who do not regularly attend your organization.

Proper marketing is crucial to the success of any program. Using my long standing professional relationships with the local and area media, my plan is to contact the local newspapers for a story on AMP, approach the local and area radio stations for interviews, discussing the program and the benefits to the seniors of the area. Fliers will be created and distributed widely around the area as well as a feature story in our center’s newsletter. We print 1,000 newsletters per month. They are mailed to our members and distributed around the state line area monthly. I would also contact area civic groups to arrange speaking engagements. Grinnell Hall has a Face Book page that we could use to market AMP as well. In addition to these no cost techniques , this grant would allow our organization to purchase targeted advertising in the form of newspaper, radio and or billboard. I am confident of success as I have been using these same marketing techniques for almost eight years to help grow two different senior centers. Grinnell Senior Center has grown from 140 members to just under 400 in 2.5 years using these techniques.

- 2) The core Aging Mastery Program® offers classes on ten different topics (see chart below). Tell us what programs you currently offer each year that are related to the ten core program dimensions. NCOA will provide the curriculum, facilitator’s guides, and consumer materials for each class, but we want to understand your center’s experience and capacity to deliver classes covering these topics. (Please limit your response to 1 page in length).

Navigating Longer Lives: The Basics of Aging Mastery	Introduction to the program and its philosophy with a special emphasis on the new realities of aging, making the most of the gift of longevity, and taking small steps to improve health, financial well-being, and quality of life.
Exercise and You	Discussion of the importance of aerobics, strengthening, flexibility, and balance as they relate to aging with a focus on strategies for incorporating physical activity into daily routines.
Sleep	Overview of how sleep patterns change as we age, the importance of monitoring the sleep cycle, and simple strategies to improve sleep.
Healthy Eating and Hydration	Review of nutrition as it relates to aging with a focus on strategies for incorporating healthy eating and hydration into daily routines.
Financial Fitness	Introduction to strategies for remaining economically secure in an era of longevity with an emphasis on setting financial goals and setting financial boundaries with friends and families.
Medication Management	Best practices covering how to take medications as directed, how to store medications safely, and how to keep track of multiple medications.

Advance Planning	Guidance around key steps needed to manage health care, financial, and housing/care decisions with a focus on considering the role of personal values and beliefs in these decisions.
Healthy Relationships	Exploration of the benefits of being socially active, as well as the risks of isolation with a focus on practical strategies for continuing to build and strengthen friendships and family connections as we age.
Falls Prevention	Overview of the importance of falls prevention among older adults and strategies to prevent falling.
Community Engagement	Introduction to the value of continuing contribution for individuals and for society with a focus on identifying personal aptitudes for meaningful volunteer and civic opportunities.

In February of 2014, I introduced the concept of the Eight Dimensions of Wellness in our newsletter. I made the commitment to our readers to strive to offer classes and courses that would address these eight dimensions.

Related to Navigating Longer Lives: we have offered a “Healthy Aging” class with UW Extension, Relating to Exercise and You – we offer each week a yoga class, a tai chi class, a chair exercise class, strong women classes, and walking. I will also highlight one of these classes occasionally in the newsletter and write about the benefits of them to help people to consider them if they have not tried it yet. Relating to Healthy Eating we have offered classes on “Healthy Eating for Successful Living”, “Healthy Eating on a Budget”. Relating to Financial Fitness and Advance Planning we have had several classes on Investing and have offered a two part class on Pre-planning and preparing (financially) for the loss of a spouse. Relating to Healthy Relationships we have partnered with the County Council on Aging to offer a “Lighten Up” class on being positive and avoiding depression. For Falls Prevention we have again, partnered with the Council on Aging for a number of Falls Prevention classes (Stepping On) and also speakers come and talk on how to avoid the possibility of falls. For Community Engagement we have had a speaker come in and talk about becoming a hospice volunteer and we work very closely with Retired Senior Volunteer Program and strive to get all of our volunteers registered with them so they are kept aware of other community volunteer opportunities. For Medication Management we have offered a class called “Good Drugs Gone Bad”. We also have a Benefit Specialist who has weekly hours at the center and is available to help people with a variety of benefits. A small sample of the variety of classes we have held are: A Natural Look at Pain Relief, Maintaining Brain Health, Breathing to Reduce Stress and Pain, Women Taking Control of Their Health, A Breast Health Presentation, Avoiding Senior Fraud, Smart Phones & Tablets, Laughter Workshop, and Arthritis Solutions. We work to maintain and build connections with area service providers, businesses and community organizations.

- 3) Please list the name and title of the staff member who will be the Project Leader/Group Moderator for leading the weekly Aging Mastery Program modules and supporting

participation.

Paula Schutt, Coordinator, Grinnell Hall Senior Center

- 4) What are some of the other programs the proposed project leader has been involved with that are similar and/or relevant to this project's topics and purpose? *The project leader has had 30 years' experience in working with the senior population and has a strong background in marketing and publishing. In addition, she has a keen understanding of the importance and value of the Eight Dimensions of Wellness, which is similar to the well rounded variety of class offerings in AMP. She strongly subscribes to the idea that a "senior center" is meant to be a place where people can access the knowledge and skills needed to age well.*
- 5) As you know, a key part of the grant will be sustainability planning. Do you have a strong relationship with health care organizations, financial institutions, or other partners in your town/region that might be interested in becoming a sponsor for the Aging Mastery Program®? *Yes – building relationships is a key part of my regular marketing plan.*

If yes, please identify what organization(s) you have approached or intend to approach *I have been in contact with our medical campus Beloit Memorial Health Systems, as well as North Point and they have both agreed to partner with Grinnell in our new venture. I have also spoken with the Beloit College sponsored group called Society for Learning Unlimited (SLU) that holds regular classes for seniors to promote lifelong learning. I also intend to meet with First National Bank, a large local financial institution in our area.*

6) How will you leverage the resources provided by NCOA to ensure program success? What other resources (in-kind or cash) can you bring to this project during the grant period? Please note, match is not required for this grant. *We have a large number of free marketing methods that we will be able to use to help promote this program. Also, due to our many partnerships and relationships we have developed, we have many choices for speakers for our classes, as well as a good variety of club activities we would be able to offer, sponsored by participating businesses and service providers.*

- 7) What other sustainability strategies might you employ to cover the program costs past year one? Please note that after 24 months of grant funding is completed the cost for AMP materials will be \$60 per participant for the ten week course. This is funded through the grant in the first 24 months, but your sustainability plan should account for these costs to continue the program. *We have a variety of ways in which we may cover the cost of the program. The most obvious of course is to have it be a self-pay program, with a stipulation built in for those who may need a scholarship to cover all or part of the cost. Also, because of our relationships with area businesses and service providers, they could "sponsor" one or more students. Since we have several different companies or service providers to choose from, we could have a number of students sponsored by the companies and this would make a nice recognition event for the companies at the graduation ceremony. Recognizing these companies in the press is an incentive for companies. It is a "win-win" situation for the company and the student. We also plan to have a fund raiser to help cover costs – one idea would be our*

theatre group, Grinnell Theatre Productions, sponsoring a murder mystery dinner theatre. This event would include a large write up in the Beloit Daily News. The story would cover the event of course, but also talk at length about what the funds would be used for. There are a number of fun, effective methods of raising money, utilizing volunteers who are committed to the goal. I believe it always a good idea for the student to pay at least part of the cost (if able) so there is some commitment and value realized, but it would be beneficial to use other methods of raising money, because they all involve marketing, getting the word out, and most importantly, collaboration with other agencies.

What is AMP?

The Aging Mastery Program® (AMP) is a comprehensive and fun approach to aging well that encourages people to take actions to enhance their health, financial well-being, social connectedness, and overall quality of life. Central to the AMP philosophy is the belief that modest lifestyle changes can produce big results and that people can be empowered and supported to cultivate health and longevity. Equally important, the program encourages mastery—developing sustainable behaviors over time. Participants in AMP go through a [10-week core program](#) followed by optional elective classes and activities.

Why is AMP important?

Life expectancy has increased dramatically over the past 50 years, yet people are generally unprepared for this increased longevity. AMP offers an innovative approach to guide individuals through this phase of life. The program incorporates evidence-informed materials, expert speakers, group discussion, peer support, and small rewards to give participants the skills and tools they need to achieve measurable improvements in managing their health, remaining economically secure, and contributing actively in society. All program materials and resources align with the goal of helping people enjoy self-sufficient lives.

Where is AMP currently offered?

AMP is a nationwide program with a presence in more than 124 sites from Massachusetts to Florida and California to Alaska reaching thousands of baby boomers and older adults. We implement the program in a variety of ways—at the city, regional, state, and multi-state level. We partner with state leads to create large, multi-community programs across multiple states and also work with smaller, regional partners to promote community-wide adoption of the program. In addition, we work with foundations to pilot exciting new aspects of the program, such as intergenerational learning, aging in place, and technology usage.