



**AGENDA (Amended)
BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, March 21, 2016**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
4. PUBLIC HEARINGS
 - a. Resolution approving the **Vacation** of W. Grand Avenue Right-of-Way in the City of Beloit, Rock County, Wisconsin (Christensen)
Plan Commission recommendation for approval 5-0.
5. CITIZEN PARTICIPATION
6. CONSENT AGENDA

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

- a. Approval of the **Minutes** of the Regular Meeting of March 7, 2016 (Stottler)
- b. Resolution approving a **Class “B” Beer and “Class B” Liquor License** for Evans Group, LLC, d/b/a Royalty, 530 E Grand Avenue, Donta Evans, Agent (Stottler)
ABLCC recommendation for approval 6-0.
- c. Resolution approving **Change of Agent** on the Class “B” Beer and Reserve “Class B” Liquor License for Buffalo Wild Wings, 2747 Milwaukee Road, to James F. Gleich (Stottler) ABLCC recommendation for approval 6-0.
- d. Resolution approving **Change of Agent** on the Class “B” Beer and “Class B” Liquor License for Beloit Snappers, 2301 Skyline Drive, to Timothy Hinds (Stottler) ABLCC recommendation for approval 6-0.
- e. Resolution approving **First Amendment to Gateway Farm Lease** (Krueger)
- f. Resolution approving **First Amendment to Willowbrook Farm Lease** (Krueger)
- g. Resolution approving **First Amendment to Gateway II-A Farm Lease** (Krueger)
- h. Resolution approving **First Amendment to Gateway II-B Farm Lease** (Krueger)
- i. Resolution approving **First Amendment to Farm Lease- 3015 Cranston Road** (Krueger)

- j. Resolution approving **First Amendment to Hexter-Long Property Farm Lease** (Krueger)
- k. An Ordinance to repeal and recreate Section 8-900 and 8-1000 of the Zoning Ordinance, Chapter 19 of the **Code of General Ordinances relating to Construction Site Erosion Control and Post-Construction Storm Water Management** (Christensen)
Refer to Plan Commission
- l. An Ordinance to amend Section 6.3.4(d) of the Zoning Ordinance, Chapter 19 of the Code of General Ordinances of the City of Beloit relating to **Detached Accessory Buildings for Garbage and Recycling Container Storage** (Christensen)
Refer to Plan Commission
- m. Application for a **Conditional Use Permit** to allow the operation of a fitness studio in an R-1B, Single-Family Residential District, for the property located at 549 Shirland Avenue in the City of Beloit (Christensen) Refer to Plan Commission
- n. Resolution awarding **Public Works Contract C16-12, Broad Street Bridge Deck Repairs** (Boysen)
- o. Resolution approving **Final Pay for Public Works Contract C15-21, Rock River Bank Armoring** (Boysen)

7. ORDINANCES

- a. An Ordinance to Repeal and Recreate Chapter 17 of the Code of General Ordinances for the City of Beloit pertaining to the **Regulation of Solid Waste** (Walsh)
First Reading
- b. An Ordinance to amend sections 7.23(1), 7.234(1), 7.234(2)(n), 7.24(12)(b)1, 7.26(4) and 15.20(1) of the Code of General Ordinances of the City of Beloit Pertaining to **Solid Waste Containers and Disposal** (Walsh) First Reading
- c. An Ordinance to Amend Section 15.01 and to Repeal Sections 15.07(2) and (3) of the Code of General Ordinances of the City of Beloit Pertaining to **Regulations of Knives** (Krueger) Second Reading

8. APPOINTMENTS

The individuals named below have been nominated for a seat on a city board, committee or commission. Each nomination is subject to confirmation by the City Council. Approval of appointments will be accomplished by one motion unless a council member requests to take up a nomination separately, in which event the nomination will be removed from the General Order of Business and considered at this point on the agenda

- a. **Alcohol Beverage License Control Committee:** Tara J. Tinder, (replacing Joseph W. Vickerman), for a term expiring June 30, 2018
- b. **Board of Ethics:** Alexander T. Henning, (replacing Philip R. Shields), for a term expiring December 31, 2018
- c. **Plan Commission:** Dr. Brittany Keyes, DPT, PT, ATC, (replacing Bill Mathis) for a term expiring April 30, 2018

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

10. CITY MANAGER'S PRESENTATION

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Resolution providing for the Sale of \$1,750,000 **General Obligation Promissory Notes, Series 2016A** (Miller)
- b. Initial Resolution Authorizing **General Obligation Bonds** in an amount not to Exceed \$2,520,000 for Street Improvement Projects (Miller)
- c. Initial Resolution Authorizing **General Obligation Bonds** in an amount not to Exceed \$370,000 for Parks and Public Grounds Projects (Miller)
- d. Initial Resolution Authorizing **General Obligation Bonds** in an amount not to Exceed \$285,000 for Community Development Projects (Miller)
- e. Initial Resolution Authorizing **General Obligation Bonds** in an amount not to Exceed \$105,000 for Library Projects (Miller)
- f. Resolution **Directing Publication of Notice to Electors** relating to Bond Issues and Providing for the Sale of not to Exceed \$3,280,000 General Obligation Corporate Purpose Bonds, Series 2016B (Miller)
- g. Resolution approving **Yard Waste Management Agreement** between the City of Janesville and the City of Beloit (Walsh)
- h. Resolution authorizing **Schedule of Fees and Charges for Solid Waste Collection and Management** (Walsh)
- i. Resolution authorizing **Lease Agreement** between the City of Beloit and Beloit Professional Baseball Association, Inc. (Ramsey)
- j. Resolution approving a **First Amendment to Development Agreement** between City of Beloit, 200 West Grand Avenue, LLC, and East Grand Avenue Development, LLC, for the Sale of 80 East Grand Avenue and 100 East Grand Avenue, Beloit, Wisconsin (Krueger)

12. The council may adjourn into closed session pursuant to section 19.85(1)(c) Wis. Stats., **to consider employment, promotion, compensation or performance evaluation** data of a public employee over which the governmental body has jurisdiction or exercises responsibility, namely the position of the Chief of Police.

13. 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: March 16, 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.

RESOLUTION
APPROVING THE VACATION OF A PORTION OF W. GRAND AVENUE
RIGHT-OF-WAY IN THE CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN

WHEREAS, the City Council of the City of Beloit, Rock County, Wisconsin has considered whether to discontinue and vacate a 120 square-foot portion of W. Grand Avenue right-of-way adjacent to 108 W. Grand Avenue in the City of Beloit, Rock County, Wisconsin; and

WHEREAS, the City Council of the City of Beloit deems such proposal to be in the public interest and a proper matter for consideration by the City Council, as provided by Wisconsin Statutes; and

WHEREAS, notice of public hearing has been given as provided by law, and proof of publication is now on file herein.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN:

1. That the public interest requires the vacation of a 120 square-foot portion of W. Grand Avenue right-of-way adjacent to 108 W. Grand Avenue in the City of Beloit, Rock County, Wisconsin, described as follows:

Of all that part of West Grand Avenue as situated in Fractional Lot 3 in Section 35, T. 1 N., R. 12 E. and being in the City of Beloit, Rock County, Wisconsin, described as follows to-wit: Beginning at a point in the Southerly line of West Grand Avenue South 30°35'00" East 29.81 feet of the Northeast corner of Lot 34 of Hackett's Addition to the City of Beloit, at a point which marks the center line of a partition wall; thence North 57°07'22" East 4.36 feet along said partition wall; thence South 32°30'00" East 25.00 feet; thence South 57°07'22" West 5.23 feet to said Southerly line; thence North 30°35'00" West 25.02 feet to the place of beginning.

2. That said right-of-way, afore described be, and hereby is, vacated as a public right-of-way and returned to the petitioner.
3. That the City Clerk shall file a certified copy of this Resolution, along with the Plat of Vacation, with the Register of Deeds of Rock County, Wisconsin.

Adopted this 21st day of March, 2016.

БЕЛОIT CITY COUNCIL

Charles M. Haynes, Council President

ATTEST:

Lorena Rae Stottler, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Petition for Vacation of a Portion of W. Grand Avenue

Date: March 21, 2016

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

The Planning & Building Services Division has received a petition to vacate a 120 square-foot strip of W. Grand Avenue right-of-way adjacent to 108 W. Grand Avenue.

Key Issues (maximum of 5):

- The proposed area to be vacated is un-platted and approximately 5 feet by 25 feet. The building located at 108 W. Grand Avenue extends beyond its legal description into the 120 square-foot area to be vacated. The proposed vacation would attach the 120 square-foot area to the adjacent property, while leaving the 66-foot W. Grand Avenue right-of-way intact.
- This building encroachment appears to be the result of a discrepancy between the southerly line of W. Grand Avenue as platted in 1847 and the build-to line used to construct buildings on 108, 110, and 114 W. Grand Avenue. Essentially, the W. Grand Avenue right-of-way is wider than shown on the Hackett's Addition plat. This encroachment was discovered by an ALTA survey related to the proposed sale of 108 W. Grand Avenue, and the property owner has petitioned for this vacation in order to clear-up any resulting title issues.
- The Petition for Vacation and proposed Plat of Vacation are attached to this report.
- All required Public Notices have been distributed and published and the Notice of Pendency was recorded with the Rock County Register of Deeds on January 27, 2016. As required by Wisconsin Statutes, the City Council has adopted a Resolution setting a date for a public hearing for this vacation request of March 21, 2016.
- The City's Review Agents did not submit any comments or concerns.
- The Plan Commission reviewed this item on March 9, 2016 and voted unanimously (5-0) to recommend approval of this vacation.

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

- Consideration of this request supports Strategic Goal #5.

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

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

Action required/Recommendation:

- City Council consideration and action on the proposed Resolution

Fiscal Note/Budget Impact: N/A

Attachments: Resolution and Staff Report to the Plan Commission

CITY OF BELOIT

REPORT TO THE BELOIT CITY PLAN COMMISSION

Meeting Date: March 9, 2016

Agenda Item: 3

File Number: VA-2016-01

Applicant: Atty William Henderson

Adjacent Zoning: CBD-1

Adjacent Land Use: Commercial

Request Overview/Background Information:

The Planning & Building Services Division has received a petition to vacate a 120 square-foot strip of W. Grand Avenue right-of-way adjacent to 108 W. Grand Avenue.

Key Issues:

- The proposed area to be vacated is un-platted and approximately 5 feet by 25 feet. The building located at 108 W. Grand Avenue extends beyond its legal description into the 120 square-foot area to be vacated.
 - The proposed vacation would attach the 120 square-foot area to the adjacent property, while leaving the 66-foot W. Grand Avenue right-of-way intact. This building encroachment appears to be the result of a discrepancy between the southerly line of W. Grand Avenue as platted in 1847 and the build-to line used to construct buildings on 108, 110, and 114 W. Grand Avenue.
 - Essentially, the W. Grand Avenue right-of-way is wider than shown on the Hackett's Addition plat. This encroachment was discovered by an ALTA survey related to the proposed sale of 108 W. Grand Avenue, and the property owner has petitioned for this vacation in order to clear-up any resulting title issues.
 - The Petition for Vacation and proposed Plat of Vacation are attached to this report.
 - All required Public Notices have been distributed and published and the Notice of Pendency was recorded with the Rock County Register of Deeds on January 27, 2016.
 - As required by Wisconsin Statutes, the City Council has adopted a Resolution setting a date for a public hearing for this vacation request of March 21, 2016.
 - The City's Review Agents did not submit any comments or concerns.
-

Consistency with Strategic Plan:

- Consideration of this request supports City of Beloit Strategic Goal #5.
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Sustainability: (Briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment utilizing the four following eco-municipality guidelines)

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

Staff Recommendation:

The Planning & Building Services Division recommends **approval** of the request to vacate a 120 square-foot strip of W. Grand Avenue right-of-way adjacent to 108 W. Grand Avenue, as described in the attached Plat of Vacation, returning the entire right-of-way to the adjacent property owner.

Fiscal Note/Budget Impact: N/A

Attachments: Map, Photo, Petition, Plat of Vacation, Public Hearing Resolution, & Public Notice.

Location & Zoning Map

108 W. Grand Avenue

VA-2016-01



1 inch = 63 feet

0510 2030

Legend

- City Limits
- Zoning District

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

PLANNING & BUILDING SERVICES DIVISION



108 W. Grand Avenue

Google

VA-2016-01

PETITION FOR VACATION OF A PUBLIC RIGHT-OF-WAY

We, the undersigned hereby petition the City of Beloit to vacate the following portion(s) of the public right-of-way know as: West Grand Avenue in front of 108 W. Grand Avenue

The portion of the right-of-way proposed to be vacated is further described on the attached *Plat of Vacation* prepared by Registered Land Surveyor:

Print NAME and ADDRESS of PETITIONER:	SIGNATURE: (If jointly owned, both owners should sign petition.)	DATE SIGNED:
Name: Brody Christiansen Address: 129 Thicket Lane South Beloit, IL 61080	<i>Brody Christiansen</i>	12/8/2016
Name: Karen Christiansen Address: 129 Thicket Lane South Beloit, IL 61080	<i>Karen Christiansen</i>	12/8/2016
Name: Address:		
Name: Address:		
Name: Address:		
Name: Address:		
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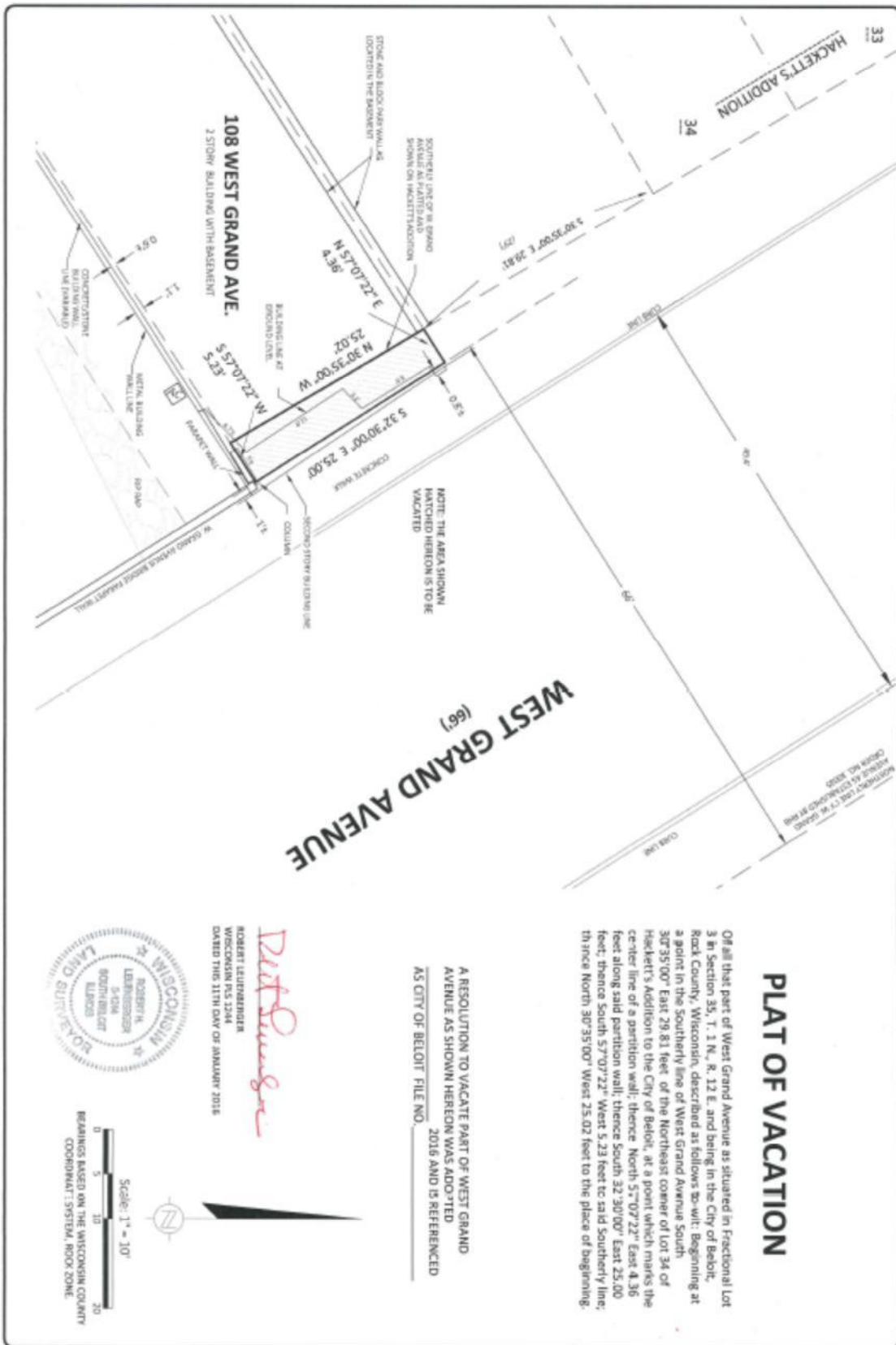
Contact person responsible for circulating this petition: William T. Henderson

Address of contact person: 604 Pleasant Street, Ste. 120, Beloit, WI 53511

Phone number of contact person: 608-365-6614

Signature of contact person: *William T. Henderson*

To be completed by Planning Staff		<i>CC Ref: Feb. 1, 2016</i>
Filing fee: \$75.00 Amount paid: <u>75.⁰⁰</u>	Meeting date: _____	<i>PC: March 9, 2016</i>
Application accepted by: <u><i>Dee Pennington</i></u>	Date: <u>1/13/2016</u>	<i>CC: March 21, 2016</i>



PLAT OF VACATION

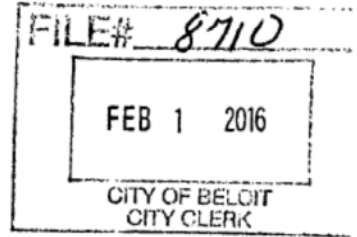
Of all that part of West Grand Avenue as situated in Fractional Lot 3 in Section 35, T. 1 N., R. 12 E., and being in the City of Beloit, Rock County, Wisconsin, described as follows to-wit: Beginning at a point in the southerly line of West Grand Avenue South 30°35'00" East 29.81 feet, of the Northeast corner of Lot 34 of Hackett's Addition to the City of Beloit, at a point which marks the center line of a partition wall; thence North 57°07'22" East 4.36 feet along said partition wall; thence South 32°30'00" East 25.00 feet; thence South 57°07'22" West 5.23 feet to said southerly line; thence North 30°35'00" West 25.02 feet to the place of beginning.

A RESOLUTION TO VACATE PART OF WEST GRAND AVENUE AS SHOWN HEREON WAS ADOPTED 2016 AND IS REFERENCED AS CITY OF BELOIT FILE NO. _____

Robert Leutenegger
ROBERT LEUTENEGGER
WISCONSIN PLS 1204
DRAWD THIS 11TH DAY OF JANUARY 2016



<p>ORDER NO: 32332 BOOK: N/A FIELD CREW: N/A DRAWN BY: RHL DATE: JANUARY 11, 2016</p>	<p>ORDERED BY: ATTORNEY BILL HENDERSON 604 PLEASANT #120 STREET BELOIT, WI 53511</p>	<p>PLAT OF VACATION</p>	<p>Batterman engineers surveyors planners 2017 North Drive Beloit, Wisconsin 53511 608.763.0864 www.batterman.com</p>
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**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 БЕЛОИТ, ROCK COUNTY, WISCONSIN**

IT IS RESOLVED THAT a public hearing on the proposed Resolution to discontinue and vacate a portion of W. Grand Avenue as situated in Fractional Lot 3 in Section 35, T. 1 N., R. 12 E. and being in the City of Beloit, Rock County, Wisconsin, shall be held at the regular **City Council Meeting on Monday, March 21, 2016**, and the City Clerk is authorized and directed to give notices required under Section 66.1003, Wisconsin Statutes.

Adopted this 1st day of February, 2016.

City Council of the City of Beloit



Charles M. Haynes, Council President

Attest:



Lorena Rae Stottler, City Clerk

VA-2016-01, W. Grand Avenue, Resolution Setting Hearing Date and Council Referral



NOTICE TO THE PUBLIC

February 17, 2016

To Whom It May Concern:

The City of Beloit has received a petition to vacate a 120 square-foot strip of W. Grand Avenue right-of-way adjacent to 108 W. Grand Avenue. The proposed area to be vacated is un-platted and approximately 5 feet by 25 feet. The building located at 108 W. Grand Avenue extends beyond its lot's legal description into the 120 square-foot area of right-of-way to be vacated. The proposed vacation would attach the 120 square-foot area to 108 W. Grand Avenue, while leaving the 66-foot W. Grand Avenue right-of-way intact. This building encroachment appears to be the result of a discrepancy between the subdivision plat from 1847 and current conditions. The proposed Plat of Vacation is attached.

This proposed vacation will be considered during the following meetings:

City Plan Commission: Wednesday, March 9, 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 (Public Hearing): Monday, March 21, 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 MEETINGS.

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.



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, March 7, 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 7:00 p.m. in the Forum at Beloit City Hall.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS - None
4. PUBLIC HEARINGS - None
5. CITIZEN PARTICIPATION - No citizens addressed the Council
6. CONSENT AGENDA

Councilor De Forest asked to have 6.b removed from consent. Councilor Luebke and Hendrix made a motion to adopt consent Agenda items 6.a and 6.c-6.i. Motion carried.

- a. The **Minutes** of the Regular Meeting of February 15, 2016 were approved.
- c. A resolution authorizing **Final Payment** for C14-12, Soil Cap for 202 Shirland Avenue was approved. File 8651
- d. A resolution awarding **Public Works Contract C16-04, Wisconsin Avenue Reconstruction**-Woodward to White was approved. File 8713
- e. A resolution awarding **Public Works Contract C16-02, Concrete Pavements Kettle, Cranston and Gateway** was approved. File 8714
- f. An application for **Class “B” Beer and “Class B” Liquor License** for Evans Group, LLC, d/b/a Royalty, 530 E Grand Avenue, Donta Evans, Agent was referred to ABLCC. File 8688
- g. An application for **Class “A” Beer and “Class A” Liquor License** for Beloit Mobil on the Run, 2883 Milwaukee Road, Akbir Kang, Agent was referred to ABLCC. File 8688
- h. Consideration of a **Change of Agent** on the Class “B” Beer and Reserve “Class B” Liquor License for Buffalo Wild Wings, 2747 Milwaukee Road, to James F. Gleich was referred to ABLCC. File 8688
- i. Consideration of **Change of Agent** on the Class “B” Beer and “Class B” Liquor License of Beloit Snappers, 2301 Skyline Drive, to Timothy Hinds was referred to ABLCC. File 8688
- b. Community Development Director, Julie Christensen, presented a resolution approving the **Construction of a Parking Lot in Turtle Creek Park** located at 1312 East Grand Avenue. The Parks, Recreation, and Conservation Advisory recommendation for approval 6-0. The Landmarks Commission recommendation for approval 5-0. The Plan Commission recommendation for approval 6-0. The City of Beloit Engineering Division has requested permission to construct a parking lot at Turtle Creek Park, located at 1312 E Grand Avenue in the City of Beloit. The location of parking lots on public lands must be reviewed by the Plan Commission and approved by the City Council to comply with State Statutes.

Councilors Luebke and Sloniker made a motion to approve the resolution as presented.
Motion Carried. File 6132

7. ORDINANCES

- a. City Attorney, Elizabeth Krueger, presented an Ordinance to Amend Section 15.01 and to Repeal Sections 15.07(2) and (3) of the Code of General Ordinances of the City of Beloit Pertaining to **Regulations of Knives** for a first reading. On February 7, 2016, 2015 Wisconsin Act 149 became law. The Act strictly limits the authority for local governments to regulate knives. The proposed ordinance removes sections of the Code of General Ordinances for the City of Beloit that are no longer permissible under the new law. Councilors De Forest and Hendrix made a motion to lay over to the March 21 meeting. Motion carried. File 6255

8. APPOINTMENTS – None

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilors Haynes, Hendrix, Kelly, Kincaid, and Sloniker gave no reports.
- Councilor Luebke congratulated Councilor Kelly and her husband Rick McGrath on the BIFF award and thanked them for pouring their heart and soul into this event. BIFF is now being compared in major news media with Sundance Film Festival so that speaks volumes about the gravity this event has grown to. He attended the swearing in of new Beloit Police Officer Mann and welcomed him and his family to the City.
- Councilor De Forest also wished Officer Mann a city welcome. She echoed what Councilor Luebke shared about Councilor Kelly and BIFF. She was proud to announce that Project 16:49 held a Lip Sync battle that she participated in which raised \$21,000 to assist homeless and unaccompanied youth in Rock County. She attended several community meetings.

10. CITY MANAGER'S PRESENTATION

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Deputy Fire Chief Joseph Murray presented a resolution approving **Advanced Life Support Intercept Ambulance Service Agreement** with the Village Fire Protection District of Clinton, Wisconsin. The Beloit Fire Department has been providing Advanced Life Support Intercept services to the Clinton Fire Protection District for over 25 years. These services are meant to augment the EMT-Basic level of care provided to the citizens and visitors of Clinton when the patient is in critical condition. There is no doubt that countless lives have been saved because of the intercept services provided. In 2015 the Beloit Fire Department ambulances responded to 10 requests for paramedic intercepts. This resolution is necessary for the purposes of billing Medicare and Medicaid. Councilors Luebke and Sloniker made a motion to approve the resolution as presented. Motion Carried. File 8051
- b. Director of Parks and Leisure Services, Brian Ramsey, presented a resolution approving **First Amendment to Clubhouse Food and Beverage Operating Agreement for Krueger-Haskell Municipal Golf Course**. Over the past seven years (2008-2015) the City of Beloit has previously contracted with three separate business partners in order to operate the Clubhouse Food & Beverage Concessions at the Golf Course. Unfortunately, 2 of the 3 contractors had challenges in operating their business within profitable margins, and declined to renew their agreements at the end of their terms. Currently, due the contractual arrangement with our current concessionaire, D&D Buck, LLC (aka Bucky's Bunker) their lease requires an increase in payment in 2016 which they believe would

create financial hardship for their business. Therefore, unless they can re-negotiate their payment, they have indicated that they will not be returning to operate concessions at the Golf Course in 2016. Therefore, we are proposing an amendment to their agreement which would lower their lease payment to the same level as previously acceptable and paid in 2014. Councilors Luebke and De Forest made a motion to approve the resolution as presented. Motion Carried. File 8590

12. Councilors Sloniker and Kelly made a motion to adjourn the meeting at 7:20 p.m. Motion carried.

Lorena Rae Stottler, City Clerk

www.beloitwi.gov

Date approved by City Council: March 21, 2016

**RESOLUTION APPROVING A CLASS “B” BEER
AND “CLASS B” LIQUOR LICENSE FOR
EVANS GROUP, LLC, D/B/A ROYALTY**

WHEREAS, an application has been received for a Class “B” Beer and “Class B” Liquor License from Evans Group, d/b/a Royalty, Donta Evans, Agent for the property located at 530 E. Grand Avenue, Beloit, Wisconsin; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit does hereby approve a Class “B” Beer and “Class B” Liquor License for Evans Group, LLC, d/b/a Royalty, Donta Evans, Agent for the property located at 530 E. Grand Avenue, Beloit, Wisconsin.

Dated this 21st day of March 2016.

Charles M. Haynes, City Council President

ATTEST:

Lorena Rae Stottler, City Clerk



CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Resolution Approving a Class “B” Beer and “Class B” Liquor License for Evans Group, LLC, D/B/A *Royalty*.

Date: March 21, 2016

Presenter(s): Lorena Rae Stottler

Department: City Clerk

Overview/Background Information: This application was referred to the Alcohol Beverage License Control Committee at the March 7 Council meeting. The ABLCC reviewed the application at their meeting on March 8. Captain Risse stated municipal and state records were checked and the Police Department has no objection to the appointment of this Agent. Committee members questioned Mr. Evans about his past experience and the completeness of his application. He was present to answer questions as well as the owner of the building who will be leasing to Mr. Evans effective with the Council’s approval. The committee approved the application unanimously 6-0. Staff is seeking approval for this license.

Key Issues (maximum of 5):

1. The Clerk has received a completed application, an auxiliary questionnaire, the supplemental questionnaire for agent, the drawing of the store indicating the location of alcohol storage and serving, and has initiated the appropriate steps accordingly. He is waiting on the State of Wi for his seller’s permit, but has applied. He did not furnish a lease as Roberta Cuilla is waiting to execute pursuant to the decision of the ABLCC and City Council.
2. The ABLCC met on March 8 and approved this application unanimously.
3. Should the council vote in favor of the issuing of this license, the clerk will execute proper requests for inspections prior to issuing license. Mr. Evans expects to begin operations in the month of April as soon as these requirements have been met.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City’s mission.): Taking action regarding this license conforms to the City’s Strategic Plan by encouraging economic development in the entrepreneurial community while applying sound, sustainable practices to promote high quality development.

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

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

Action required/Recommendation: Staff recommends approval of this license.

Fiscal Note/Budget Impact: Action on this item does not have a significant impact on the City’s budget.

Attachments: Original Alcohol Beverage Retail License Application, Schedule of Appointment of Agent, Auxiliary Questionnaire, and letter of intent from both parties.

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 04/01/2016 ending 06/30/2016

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

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

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): EWANS Group, LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Dorota EWANS</u>	<u>729 Central</u>	<u>Beloit, WI 53511</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Dorota EWANS</u>	<u>(608) 302-5666</u>	
Directors/Managers			

3. Trade Name Royalty Business Phone Number _____

4. Address of Premises 530 2-Grand, Beloit, WI Post Office & Zip Code 53511

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 3/2014 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1 Main Floor (Barroom)

10. Legal description (omit if street address is given above): _____

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? Roberta Culla / Sicilian Restaurant + Pizzeria INC

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

13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No

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

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 23rd day of February, 20 16

Shirley Johnson
(Clerk/Notary Public)

My commission expires August 4 2018

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>2-23-16</u>	Date reported to council/board <u>3-7-16</u>	Date provisional license issued _____	Signature of Clerk / Deputy Clerk
Date license granted _____	Date license issued _____	License number issued _____	

456-102906 360308

Applicant's WI Seller's Permit No. <u>49-5343737</u>	FEIN Number: _____
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	<u>\$50 Ad 2-23-16</u>
TOTAL FEE	\$

I, Roberta Cuilla, will relinquish my city of Beloit Liquor License to the Evans Group, LLC (Donta Evans, Agent/Member, when:

1. The Evans Group, LLC license is approved by the Alcohol Commission and the City Council of Beloit, WI, and,
2. The Evans Group, LLC and I execute a written agreement concerning the leasing my property at 530 Grand Avenue Beloit, WI, (which has been a successful establishment for the past 20 years). The lease will take effect beginning April 1st, 2016.

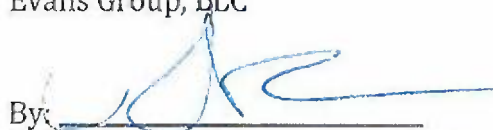
If both of the above mentioned contingencies do not occur, I will continue operating The BOP and be the authorized license holder for the property at 530 Grand Avenue, Beloit, WI.

I, Donta Evans, Agent/Member of the Evans Group, LLC, hereby certify that the Evans Group LLC will be applying for the licenses to operate a bar at 530 Grand Avenue, Beloit WI beginning April 1st, 2016, and the Evans Group LLC is negotiating leasing terms with Roberts Cuilla for the bar property.


Roberta Cuilla, Owner

Dated February 29, 2016

Evans Group, LLC

By: 
Donta Evans, Agent/Member

Dated February 29, 2016

original

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) Evans (first name) Danta (middle name) Terel	
Home Address (street/route) 729 Central	Post Office Beloit City Beloit State WI Zip Code 53511
Home Phone Number 608.302.5666	Age _____ Date of Birth _____ Place of Birth Beloit, WI

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.

President/Agent of Evans Group, LLC
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 3-4 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. _____
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name <u>School District of Janesville</u>	Employer's Address <u>527 Franklin St Janesville, WI</u>	Employed From <u>Aug. 2014</u>	To <u>Present</u>
Employer's Name <u>School District of Beloit</u>	Employer's Address <u>1633 Keeler Ave, Beloit WI</u>	Employed From <u>Aug. 2012</u>	To <u>June 2014</u>

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 23rd day of February, 20 16

Chad J. Holt
(Clerk/Notary Public)

[Signature]
(Signature of Named Individual)

My commission expires August 4 2018



Printed on Recycled Paper

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 Evans Group, LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Prime
(trade name)

located at 530 E Grand Ave

appoints DANA EVANS
(name of appointed agent)
729 Central Beloit, WI 53511
(home address of appointed agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 4 months

Place of residence last year 15623 Lucena Dr. S. Beloit, IL

For: Evans Group, LLC
(name of corporation/organization/limited liability company)

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

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

ACCEPTANCE BY AGENT

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

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

[Signature] 2/22/16
(signature of agent) (date)

Agent's age _____

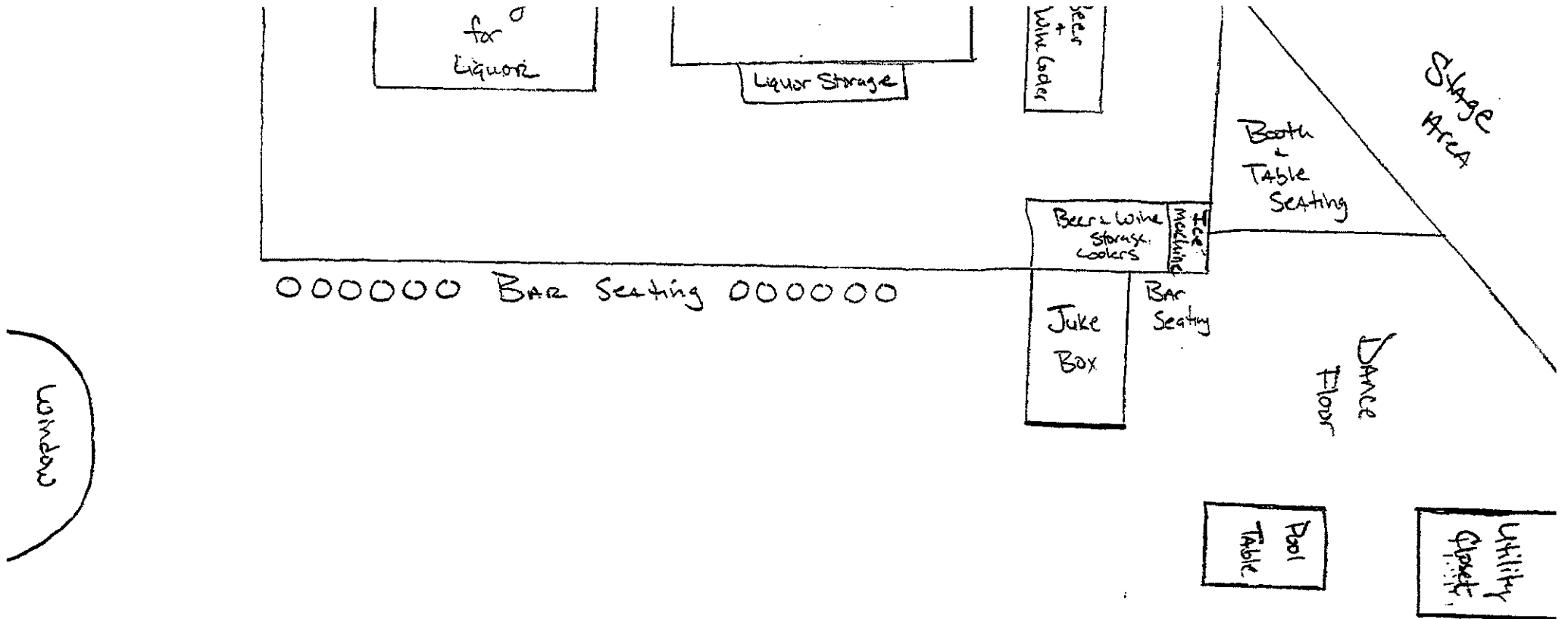
Date of birth _____

729 Central Ave
(home address of agent)

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

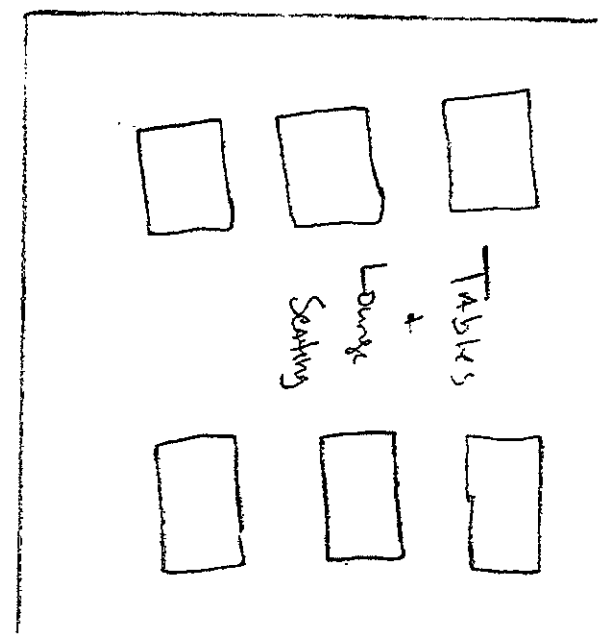
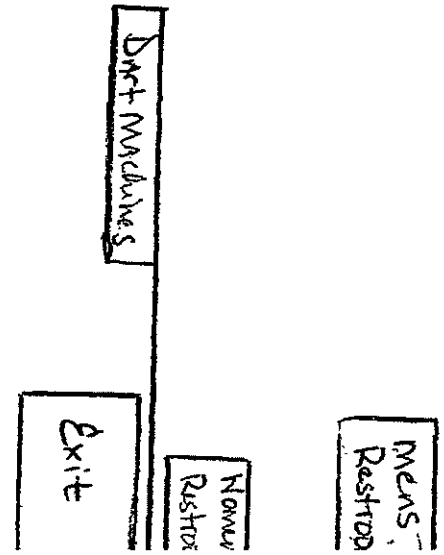
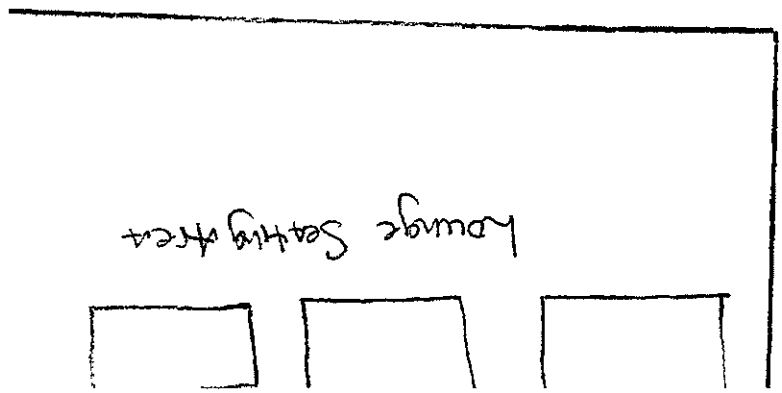
I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

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



LOUNGE

Entrance



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

WHEREAS, the Agent of record for Blazin Wings, Inc., d/b/a Buffalo Wild Wings, located at 2747 Milwaukee Road, is David Babcock; and

WHEREAS, Blazin Wings, Inc., d/b/a Buffalo Wild Wings, has requested and the Alcohol Beverage License Control Committee has recommended that the Agent be changed to James F. Gleich.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beloit that the Agent for the alcohol beverage license for Blazin Wings, Inc., d/b/a Buffalo Wild Wings, located at 2747 Milwaukee Road, is hereby changed to James F. Gleich.

Dated this 21st day of March, 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: Buffalo Wild Wings, Change of Agent

Date: March 21, 2016

Presenter(s): Lorena Rae Stottler

Department: City Clerk

Overview/Background Information:

Buffalo Wild Wings is a relatively new licensee in the City of Beloit and has recently had a change of staff that requires an application for appointment of a new agent. Due to the change of staff members, this is a relatively routine and common request. All the required paperwork has been received by the City Clerk's office; it was reviewed by the Alcohol Beverage License Control Committee at their March 8th meeting and they are recommending approval at this time.

Key Issues (maximum of 5):

1. The City Council had granted Buffalo Wild Wings a "reserve" Class "B" Beer and "Class B" Liquor license in 2015. The agent at that time was David Babcock, general manager. Mr. Babcock resigned his position in February, 2016.
2. Buffalo Wild Wings is requesting that a new agent be appointed. The new agent applicant is James F. Gleich of Elkhorn, WI.
3. At the March 8th Alcohol Beverage License Control Committee Meeting, Captain Risse stated municipal and state records were checked and the Police Department has no objection to the appointment of this Agent. Captain Risse asked Mr. Gleich if he understood that as Agent he could be held responsible for alcohol violations such as underage sales, open after hours and other such violations. Mr. Gleich stated he understood this responsibility.
4. The ALBCC recommended that the Council approve the change of agent from David Babcock to James F. Gleich on a unanimous vote 6-0.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.) Taking action regarding this license conforms to the City's Strategic Plan by encouraging economic development in the entrepreneurial community while applying sound, sustainable practices to promote high quality development.

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

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

Action required/Recommendation:

Staff recommends that the City Council follow the recommendation of the Alcohol Beverage License Control Committee and adopt the attached resolution.

Fiscal Note/Budget Impact:

Action on this item does not have a significant impact on the City's budget.

Attachments:

Resolution; Schedule for Appointment of Agent forms; Auxiliary Questionnaire; Supplemental Questionnaire; Required request letter from Corporate office

Excerpt from the Draft of the Minutes from the March 8, 2016 ABLCC Meeting:

Consideration of the Change of Agent on the Class "B" Beer and Reserve "Class B" Liquor License for Buffalo Wild Wings, 2747 Milwaukee Road, to James F. Gleich.

Captain Risse stated municipal and state records were checked and the Police Department has no objection to the appointment of this Agent. Captain Risse asked Mr. Gleich if he understood that as Agent he could be held responsible for alcohol violations such as underage sales, open after hours and other such violations. Mr. Gleich stated he understood this responsibility.

Dr. Baskin moved to recommend approval to the City Council of this Agent, second by Mr. Metter. Motion carried.

#10 Pd 2-16-16

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 Blazin Wings, Inc.
(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 Buffalo Wild Wings
(trade name)

located at 2747 Milwaukee Road, Beloit, WI 53511

appoints James F. Gleich
(name of appointed agent)
1007 North Church Road, #101, Elkhorn, WI 53121
(home address of appointed agent)

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

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

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

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

Place of residence last year 1007 North Church Road, #101, Elkhorn, WI 53121

For: Blazin Wings, Inc.
(name of corporation/organization/limited liability company)

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

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

ACCEPTANCE BY AGENT

I, James F. Gleich, hereby accept this appointment as agent for the
(print/type agent's name)

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

[Signature] 1-12-16 Agent's age _____
(signature of agent) (date)
1007 North Church Road, #101, Elkhorn, WI 53121 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 6/29/16 by [Signature] Title City Clerk BPP
(date) (signature of proper local official) (town chair, village president, police chief)

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
GLEICH		JAMES		F	
Home Address (street/route)		Post Office	City	State	Zip Code
1007 N. CHURCH ROAD, #101			ELKHORN	WI	53121
Home Phone Number		Age	Date of Birth		Place of Birth
815-325-7967					Chicago, 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 Blazin Wings, Inc. of Blazin Wings, Inc.
- (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? 3 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. Agent of Blazin Wings, Inc. which holds retail liquor licenses throughout the US
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Applebees	Romeoville, IL	11/01/2004	11/01/2006
Employer's Name	Employer's Address	Employed From	To
Sage dining	Chicago, IL	11/01/2002	11/01/2004

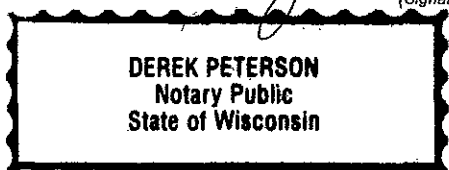
The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that 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 12 day of January, 2016
Derek Peterson
(Clerk/Notary Public)

James Gleich
(Signature of Named Individual)

My commission expires February 24, 2019



SUPPLEMENTAL QUESTIONNAIRE FOR AGENTS

You are required to provide the following information to the City of Beloit to assist determining whether you meet the qualifications necessary to act as agent for the corporation or limited liability company that has submitted your appointment as agent. (Wis. Stats. 125.04(5) and (6)).

Please attach as many sheets as necessary to provide your answers to the questions below. Your notarized signature is required on the next page and constitutes your sworn statement that the information provided by you is truthful and accurate. It is also necessary that you have a corporate officer sign the second page and have that signature notarized also. The signing and notarization by the corporate officer constitutes a representation to the city that the corporation is requesting that the city rely on the information provided by the agent, which you attach.

QUESTIONS

1. The law requires that the entity appointing you as agent vest in you, by properly authorized and executed written delegation, full authority and control of the premises described in the license or permit of the entity, and of the conduct of all business on the premises relative to alcohol beverages, that the licensee or permittee could have and exercise if it were a natural person. Please state in your own words how you intend to fulfill those duties and exercise your authority.
2. Please describe any previous experience you have had in retail alcohol sales.
3. Please state how many other people will be under your supervision and engaged in alcohol beverage business.
4. Please describe what type of training you will offer to those under your supervision, describe whether the training will be ongoing and attach any written training materials or policy manuals you intend to rely on.
5. Please describe in detail what training, policy and procedures you intend to implement to ensure against underage sales.
6. Please describe what other employees will hold licenses to directly dispense alcohol.
7. Please describe whether you are going to be a full time employee and further state whether you either act as an alcohol agent for any other business or hold any other employment.

8. Please state your intended hours or schedule of being physically present at the licensed premises. Your intended hours should be set out on a daily, weekly or monthly basis as appropriate.

9. Please state whether you understand that you can be personally given citations by the police department for such things as underage sales, open after hours or other alcohol related violations even when you are not on the premises.

10. Please describe any alcohol related violations you have been charged with in the last five (5) years. Provide the date of the offense, the nature of the charge and the disposition of the matter. If there are none, so state.

11. Please provide any other information you believe that the City of Beloit should be aware of in deciding whether you satisfactorily qualify to be an alcohol beverage agent.

James F Gleich
Agent Signature

James F Gleich
(Print Agent Name)

Subscribed and sworn to before me this 5th day of Feb, 2016

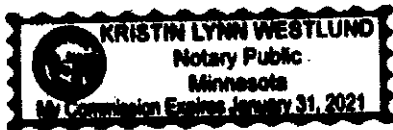


Lindee Fojtik
Notary Public
My commission: 4-5-2019
Corporate Officer Signature
(Designate Office)

Mark Hammer
(Print Corporate Officer Name)

Subscribed and sworn to before me this 15 day of February, 2016

Kristin Westlund
Notary Public
My commission: 1/31/2021



Buffalo Wild Wings

James F. Gleich

1. I spend 5-6 days a week in my stores and constantly watching the staff to be sure they are exercising serve safe practices. Serving alcohol as well as food safely are my number 1 goals
2. I am the regional manager of 7 Buffalo Wild wings stores and have been in the food and beverage field for over 30 years.
3. Between my 7 stores I oversee 35 managers and almost 500 staff members
4. All of our managers and front of house staff are serve safe alcohol certified. We also employ a third part to do liquor stings in our stores.
5. If an employee fails our third party sting operation they are put on a final warning, if it happens again they are terminated. If they fail any local or state stings they are fired on the spot.
6. All of the managers and bartenders have a Wisconsin bartender license
7. I am a fulltime employee and also hold a license in our Kenosha WI location
8. My hours in each location vary. I am usually in each store at least every other week from 6-10 hours per visit and they vary from afternoon to evening. They also vary from weekdays to weekends
9. I do understand my personal liability when it comes to citations related to alcohol service
10. Approximately 1 year ago I paid a fine in our Kenosha store for not having a licensed bartender behind the bar at the time of a sting.
11. My 7 stores have the lowest amount of failed internal and external stings in the BWW Company. We always exercise safety first when it comes to not overserving our guests.



**BUFFALO
WILD
WINGS.**
WINGS. BEER. SPORTS.™

March 5, 2015

City of Beloit
100 State Street
Beloit, WI 53511

**Re: Blazin Wings, Inc. d/b/a Buffalo Wild Wings
2747 Milwaukee Road, Beloit, WI 53511**

To Whom It May Concern:

Please accept this letter as written authorization appointing James Gleich as Agent until the Beloit City Council officially appoints him as agent.

Should you have any questions, please contact Kristin Westlund, Licensing Coordinator at (952) 516-8072.

Sincerely,

Emily C. Decker
Vice President
Blazin Wings, Inc.

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

WHEREAS, the Agent of record for Beloit Professional Baseball Association, Inc., located at 2301 Skyline Drive is Seth E. Flolid; and

WHEREAS, Beloit Professional Baseball Association, Inc., has requested and the Alcohol Beverage License Control Committee has recommended that the Agent be changed to Timothy Hinds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beloit that the Agent for the alcohol beverage license for Beloit Professional Baseball Association, Inc., located at 2301 Skyline Drive, is hereby changed to Timothy Hinds.

Dated this 21st day of March, 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: Beloit Professional Baseball Association, Change of Agent

Date: March 21, 2016

Presenter(s): Lorena Rae Stottler

Department: City Clerk

Overview/Background Information:

The Beloit Snappers has held a liquor license in the City of Beloit for several years, and has recently had a change of staff that requires an application for appointment of a new agent. Due to the change of staff members, this is a relatively routine request. All the required paperwork has been received by the City Clerk's office; it was reviewed by the Alcohol Beverage License Control Committee at their March 8th meeting and they are recommending approval at this time.

Key Issues (maximum of 5):

1. The current agent, Seth E. Flolid is no longer employed with the Beloit Professional Baseball Association, Inc. and the association is requesting that the new applicant, Timothy Hinds be approved as their new agent.
2. Mr. Hinds is a Wisconsin resident and was present at the Alcohol Beverage License Control Committee Meeting on March 8th to appear and answer any of the committee's questions.
3. At the March 8th Alcohol Beverage License Control Committee Meeting, Captain Risse stated municipal and state records were checked and the Police Department has no objection to the appointment of this Agent. Attorney Krueger asked Mr. Hinds to reaffirm that he understood that he would be held accountable for any alcohol violations on the premise. Mr. Hinds stated he understood his responsibility as Agent.
4. The ALBCC recommended that the Council approve the change of agent from Seth E. Flolid to Timothy Hinds on a unanimous vote 6-0.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.) Taking action regarding this license conforms to the City's Strategic Plan by encouraging economic development in the entrepreneurial community while applying sound, sustainable practices to promote high quality development.

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

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

Action required/Recommendation:

Staff recommends that the City Council follow the recommendation of the Alcohol Beverage License Control Committee and adopt the attached resolution.

Fiscal Note/Budget Impact:

Action on this item does not have a significant impact on the City's budget.

Attachments:

Resolution; Schedule for Appointment of Agent forms; Auxiliary Questionnaire; Supplemental Questionnaire; Required request letter from Corporate office

Excerpt from the Draft of the Minutes from the March 8, 2016 ABLCC Meeting:

Consideration of the Change of Agent on the Class "B" Beer and "Class B" Liquor License of Beloit Snappers, 2301 Skyline Drive to Timothy Hinds.

Captain Risse stated municipal and state records were checked and the Police Department has no objection to the appointment of this Agent.

Attorney Krueger asked Mr. Hinds to reaffirm that he understood that he would be held accountable for any alcohol violations on the premise. Mr. Hinds stated he understood his responsibility as Agent.

Mr. Tilley asked Mr. Hinds how they check ages of customers of alcohol in the stands. Mr. Hinds stated the vendors and the two grandstand bars check ages for anyone appearing 35 years or less before the sale is made.

Mr. Metter made a motion to recommend approval to the City Council of Timothy Hinds as Agent at Beloit Snappers, second by Mr. Tilley. Motion carried.

4/10⁰⁰ Fee
School Completed 3-23-15
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 City of Beloit County of Rock

The undersigned duly authorized officer(s)/members/managers of Beloit Professional Baseball Association, Inc.
(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 Beloit Snappers
(trade name)

located at 2301 Skyline Drive, Beloit, WI 53511

appoints Timothy Richard Hinds
(name of appointed agent)

1974 Cleora Drive #8 Beloit, WI 53511
(home address of appointed agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 1 year

Place of residence last year Beloit WI

For: Beloit Professional Baseball Association, Inc.
(name of corporation/organization/limited liability company)

By: Glenn W. Conerton, President
(signature of Officer/Member/Manager)

And: Mary D. Foster, secretary
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

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

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

[Signature] 2/22/16
(signature of agent) (date) Agent's age

1974 Cleora Dr. Beloit WI 53511 Apt. 8
(home address of agent) Date of birth

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

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

Approved on 02/29/16 by [Signature] Title Captain
(date) (signature of proper local official) (town chair, village president, police chief)

**AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Hinds		Timothy		Richard	
Home Address (street/route)		Post Office	City	State	Zip Code
1974 Cleora Dr. Apt. 8			Beloit	WI	53511
Home Phone Number		Age	Date of Birth	Place of Birth	
513-602-8131				Cleveland, Ohio	

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

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

Employer's Name	Employer's Address	Employed From	To
Dick's Sporting Goods	5555 Glenway Ave. Chesham, IL	Aug. 2007	Feb. 2013
New Orleans Zephyrs	6000 Airline Dr. Metairie, LA	March 2013	Feb 2015

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 24th day of February, 2016
John J. Adams
(Clerk/Notary Public)
My commission expires 10-12-19

[Signature]
(Signature of Named Individual)



Printed on Recycled Paper

Beloit Snappers

SUPPLEMENTAL QUESTIONNAIRE FOR AGENTS

You are required to provide the following information to the City of Beloit to assist determining whether you meet the qualifications necessary to act as agent for the corporation or limited liability company that has submitted your appointment as agent. (Wis. Stats. 125.04(5) and (6)).

Please attach as many sheets as necessary to provide your answers to the questions below. Your notarized signature is required on the next page and constitutes your sworn statement that the information provided by you is truthful and accurate. It is also necessary that you have a corporate officer sign the second page and have that signature notarized also. The signing and notarization by the corporate officer constitutes a representation to the city that the corporation is requesting that the city rely on the information provided by the agent, which you attach.

QUESTIONS

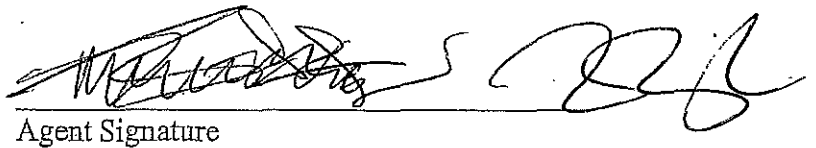
1. The law requires that the entity appointing you as agent vest in you, by properly authorized and executed written delegation, full authority and control of the premises described in the license or permit of the entity, and of the conduct of all business on the premises relative to alcohol beverages, that the licensee or permittee could have and exercise if it were a natural person. Please state in your own words how you intend to fulfill those duties and exercise your authority.
2. Please describe any previous experience you have had in retail alcohol sales.
3. Please state how many other people will be under your supervision and engaged in alcohol beverage business.
4. Please describe what type of training you will offer to those under your supervision, describe whether the training will be ongoing and attach any written training materials or policy manuals you intend to rely on.
5. Please describe in detail what training, policy and procedures you intend to implement to ensure against underage sales.
6. Please describe what other employees will hold licenses to directly dispense alcohol.
7. Please describe whether you are going to be a full time employee and further state whether you either act as an alcohol agent for any other business or hold any other employment.

8. Please state your intended hours or schedule of being physically present at the licensed premises. Your intended hours should be set out on a daily, weekly or monthly basis as appropriate.

9. Please state whether you understand that you can be personally given citations by the police department for such things as underage sales, open after hours or other alcohol related violations even when you are not on the premises.

10. Please describe any alcohol related violations you have been charged with in the last five (5) years. Provide the date of the offense, the nature of the charge and the disposition of the matter. If there are none, so state.

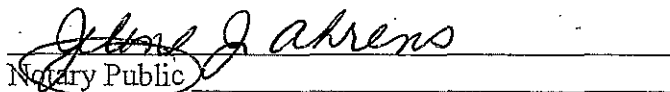
11. Please provide any other information you believe that the City of Beloit should be aware of in deciding whether you satisfactorily qualify to be an alcohol beverage agent.



Agent Signature

Thomas Hanks Thomas Hanks
(Print Agent Name)

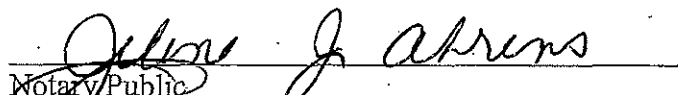
Subscribed and sworn to before me this 22 day of February, 2016.


Notary Public
My commission: 10-12-19


Corporate Officer Signature President
(Designate Office)

Dennis M. Conerton
(Print Corporate Officer Name)

Subscribed and sworn to before me this 24th day of _____, 2016.


Notary Public
My commission: 10-12-19



- 1.) I will be present for all Snappers games where alcohol sales are made by the Beloit Snappers Organization. I also intend to be present for any other events involving alcohol sales at our stadium. I plan to train and supervise all employees selling alcoholic beverages so that they are within compliance with all federal and state regulations. Using my experience over the 2015 season, as well as my knowledge gained through the "learn 2 serve training program, I will be able to instruct anyone involved on how to protect our customers and members of the organization by maintaining proper guidelines.
- 2.) Alcoholic practices from our catering company in New Orleans with the New Orleans Zephyrs were similar to our practices here in Beloit. I was able to gain knowledge of the operations through closely working with them at their concessions for all games and concerts held on the premises. Through my first season with the Snappers in 2015, I was able to oversee the entire operation, and learn the proper steps in save serving alcoholic beverage. I was able to recognize signs of impairment and understand the importance of requesting proper forms of age identification.
- 3.) On a given game night, I would have between 3 to 6 staff members serving alcoholic beverages. Alternate events would include 1-2 other servers operating under my supervision.
- 4.) Training will include, but is not limited to: Proper identification of any customer consuming alcoholic beverages. How to handle any customers with ID's that are deemed faulty or tampered in any way. They will be instructed on how to recognize the signs and indications of customers who are too intoxicated to continue serving at our events; which will include understanding how to handle these customers properly. Training will also include how to take the proper steps on how to handle these intoxicated customers if corrective action is necessary.
- 5.) Not only will staff members be instructed to ask for identification of anyone who appears to be 35 years of age or younger, but to also be aware of any situations that occur where it appears that the customer purchasing the alcoholic beverage is providing to anyone who maybe a minor. The proper way to handle such a situation is something that will be discussed in training as well.
- 6.) Currently there are 2 employees with serving license for the 2016 season; Angela Branz and myself. Prior to opening day, two more staff members will be licensed prior to opening day: Crystal Bowen and Mitchell Hooten.
- 7.) I am a full time employee with the Beloit Snappers, and the Snappers are my only employer.
- 8.) I hold a 9-5 office schedule during the off season and while the team is on the road during the season. My schedule on game day and event days vary and could run from 9 AM to as late as midnight.
- 9.) As the licensed alcohol agent of the Beloit Snappers, I understand that I will be held accountable and will be subject to any citations given for violations on our premises.
- 10.) I have zero violations related to alcohol.

Topic: Resolutions approving First Amendments to Farm Leases between Walsh Family Farm LLC (Gateway Farm Lease), Walsh Family Farm, LLC (Willobrook Farm Lease), Kevin Kutz (Gateway Farm Lease II-A and II-B), Gary & Michelle Hahn (3015 Cranston Road), Jason Henschler (Hexter-Long Farm Lease) and the City of Beloit.

Date: 3/21/16

Presenter(s): Andrew Janke

Department(s): Economic Development

Overview/Background Information:

All of the above referenced Farm Leases expired at the end of 2015. The City had intended to bid them out collectively via a RFP process earlier in the year but several actual and potential land sales involving several of the subject leases prevented the RFP process from taking place. As at least two potential sales are still pending staff is recommending that these leases be Amended to extend through the end of 2016.

Assuming council approval, the leases will be for a term beginning March 21, 2016 and will terminate on December 31, 2016. The rental rates for the Gateway and Willowbrook Leases have been reduced from \$285/acre to \$235/acre at the request of the lessee in difference to the lessee's willingness to cooperate with the City of several land transactions that effected its crops and a reflection on market conditions (lower crop trading rates) The lease rates for the other Leases remain under the same terms and conditions of previous leases. The lease termination dates will align with the termination date of the one other farm lease that the City has with Rebut Farms (Woodman Property) that is also due to expire at the end of 2016.

As all of these farm leases are due to expire by the end of 2016, the City intends to competitively bid all its existing farm leases under a combined contract via an RFP process later this summer.

Key Issues (maximum of 5):

1. Rental income for the Gateway Farm Lease will be \$39,938.25 and will be paid in two installments. One in the amount of \$19,969.13 on or before 5/20/16 and one in the amount of \$19,969.12 on or before 11/18/16.
2. Rental income for the Willowbrook Farm Lease will be \$9,926.40 and will be paid in two installments of \$4,963.20 to be made on or before 5/21/16 and on or before 11/18/16.
3. Rental income for the Gateway Farm Lease II-A will be \$7,500.24 and will be paid in two installments of \$3,750.12 on or before 5/20/16 and on or before 11/18/16.
4. Rental income for the Gateway Farm Lease II-B will be \$3,177.44 and will be paid in two installments of \$1,578.72 on or before 5/20/16 and on or before 11/18/16.
5. Rental income for the 3015 Cranston Road Farm Lease will be \$560 and will be paid in two installments of \$280 on or before 5/20/16 and on or before 11/18/16.
6. Rental income for the Hester-Long Farm Lease will be \$22,000 and will be made in two installments of \$11,000 on or before 5/20/16 and 11/18/16.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.): As the leased land is zoned for future industrial or commercial development, it supports Goal #2 since it could result in the creation of new jobs and leverage new private investment.

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

- **Reduce dependence upon fossil fuels** – These leases may reduce the dependence on fossil fuel as

some of the harvested crop may be used in the production of ethanol.

- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – NA
- **Reduce dependence on activities that harm life sustaining eco-systems** – The proposed activity will not impact wetlands or sensitive wildlife.
- **Meet the hierarchy of present and future human needs fairly and efficiently** – Some of the harvested crop may meet human needs by being put into food production and/or energy production.

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

Action required/Recommendation: Staff recommends approval of the First Amendments to the Farm Leases.

Fiscal Note/Budget Impact: Rental income for the Gateway Farm Lease will be directed to the GBEDC, Rental income for the Willobrook and 3015 Cranston Road Farm Leases will be directed to TID #8, Rental income for the Hexter-Long Farm Lease will be directed in part to TID # 10 and in part to the General Fund. Rental Income for Gateway II-A and II-B Farm Leases will be directed to TID #10.

**RESOLUTION APPROVING
FIRST AMENDMENT TO GATEWAY FARM LEASE**

The City Council for the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached First Amendment to the attached Gateway Farm Lease between the City of Beloit and Walsh Family Farm, LLC, be, and is hereby, approved.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute said First Amendment on behalf of the City of Beloit and to do all other things necessary to implement the provisions therein.

Adopted this 21st day of March, 2016.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Lorena Rae Stottler, City Clerk

**FIRST AMENDMENT
TO
GATEWAY FARM LEASE**

THIS FIRST AMENDMENT TO FARM LEASE (“First Amendment”) is made and entered effective this 21st day of March, 2016, (“Effective Date”) by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter “Lessor”) and Walsh Family Farm, LLC, (successor by merger to Walsh Agricultural Holdings, LLC) (“Lessee”), a Wisconsin limited liability company, with its principal place of business located at 11817 S. Stateline Rd., Beloit, WI 53511.

The Parties entered into a Lease Agreement dated January 1, 2013 (the “Lease”). The Parties desire to amend the Lease as set forth in this First Amendment.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree, and the Lease is amended as follows:

1. **Term:** The First Amendment shall commence upon the effective date and end on December 31, 2016.

2. **Decrease of Premises:** Lessor hereby agrees to lease to Lessee the property described on Exhibit A1 (map) which is attached hereto and incorporated herein by reference. The leased premises consists of approximately 169.95 tillable acres of farmland.

3. **Rent:** The Lessee shall pay to the Lessor \$39,938.25 as follows:

a. \$19,969.13 on or before May 20, 2016.

b. \$19,969.12 on or before November 18, 2016.

4. **Extent of Amendment:** All other terms, provisions, obligations, and promises set

forth in the Agreement not specifically amended in this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed in its name and behalf on or as of the date first written above.

CITY OF БЕЛОIT, LESSOR

WALSH FAMILY FARM, LLC, LESSEE

By: _____
Lori S. Curtis Luther, City Manager

By: _____
Aaron Walsh

ATTEST:

By: _____
Lorena Rae Stottler, City Clerk

APPROVED AS TO FORM:

LANDOWNER

By: _____
Elizabeth A. Krueger, City Attorney

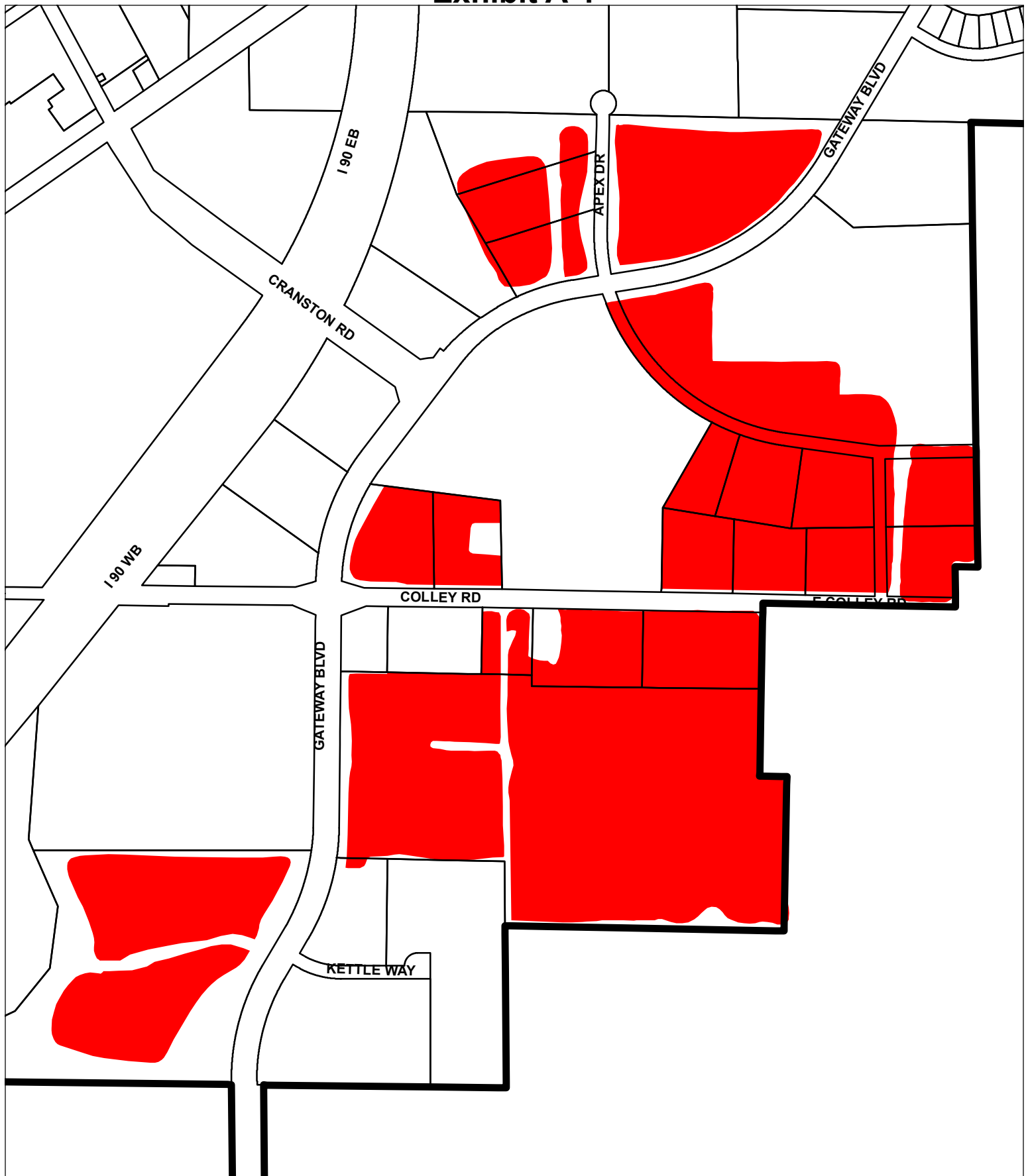
GREATER БЕЛОIT ECONOMIC DEVELOPMENT CORPORATION

By: _____
Chairperson

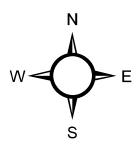
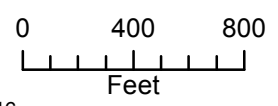
tdh/files/11-1219/First Amendment to Farm Lease Gateway
20160304

City of Beloit Gateway Area Farm Lease Map

Exhibit A-1



-  Gateway #1 - 169.95 Tillable Acres
-  Parcels
-  City of Beloit Limits



February 3, 2016

**RESOLUTION APPROVING
FIRST AMENDMENT TO WILLOWBROOK FARM LEASE**

The City Council for the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached First Amendment to the attached Willowbrook Farm Lease between the City of Beloit and Walsh Family Farm, LLC, be, and is hereby, approved.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute said First Amendment on behalf of the City of Beloit and to do all other things necessary to implement the provisions therein.

Adopted this 21st day of March, 2016.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Lorena Rae Stottler, City Clerk

**FIRST AMENDMENT
TO
WILLOWBROOK FARM LEASE**

THIS FIRST AMENDMENT TO FARM LEASE (“First Amendment”) is made and entered effective this 21st day of March, 2016, (“Effective Date”) by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter “Lessor”) and Walsh Family Farm, LLC, (successor by merger to Walsh Agricultural Holdings, LLC) (“Lessee”), a Wisconsin limited liability company, with its principal place of business located at 11817 S. Stateline Rd., Beloit, WI 53511.

The Parties entered into a Lease Agreement dated January 1, 2013 (the “Lease”). The Parties desire to amend the Lease as set forth in this First Amendment.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree, and the Lease is amended as follows:

1. **Term:** The First Amendment shall commence upon the effective date and end on December 31, 2016.

2. **Decrease of Premises:** Lessor hereby agrees to lease to Lessee the property described on Exhibit A1 (map) which is attached hereto and incorporated herein by reference. The leased premises consists of approximately 42.24 tillable acres of farmland.

3. **Rent:** The Lessee shall pay to the Lessor \$9,926.40 as follows:

a. \$4,963.20 on or before May 20, 2016.

b. \$4,963.20 on or before November 18, 2016.

4. **Extent of Amendment:** All other terms, provisions, obligations, and promises set

forth in the Agreement not specifically amended in this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed in its name and behalf on or as of the date first written above.

CITY OF БЕЛОIT, LESSOR

WALSH FAMILY FARM, LLC, LESSEE

By: _____
Lori S. Curtis Luther, City Manager

By: _____
Aaron Walsh

ATTEST:

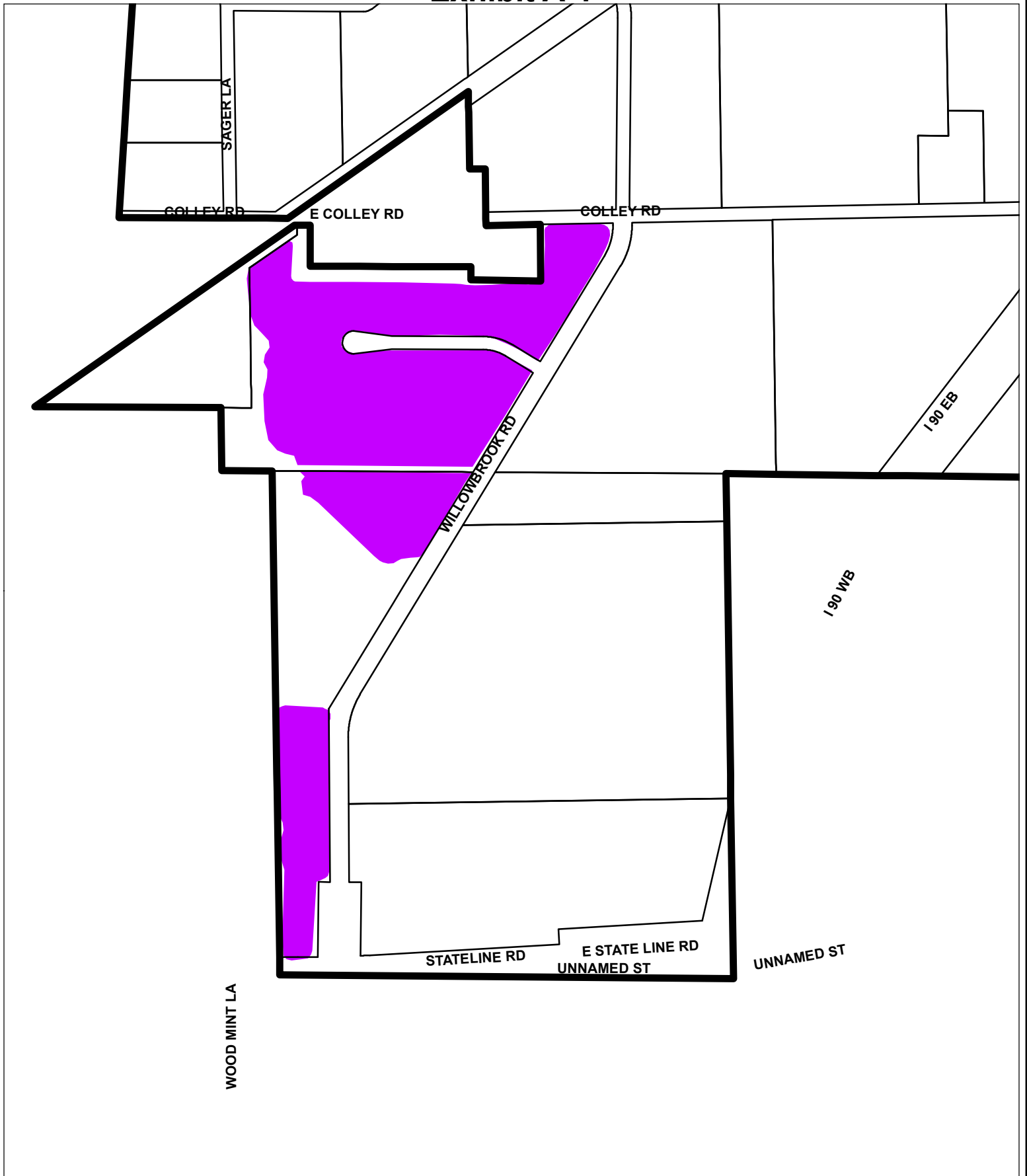
By: _____
Lorena Rae Stottler, City Clerk




APPROVED AS TO FORM:

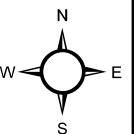
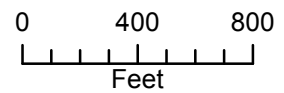
By: _____
Elizabeth A. Krueger, City Attorney

First Amendment to Farm Lease Willowbrook 20160304

City of Beloit Willowbrook Road Area Farm Lease Map Exhibit A-1



-  Willowbrook Road Area - 45.24 Tillable Acres
-  Parcels
-  City of Beloit Limits



February 3, 2016

**RESOLUTION APPROVING
FIRST AMENDMENT TO GATEWAY FARM LEASE II-A**

The City Council for the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached First Amendment to the attached Gateway Farm Lease II-A between the City of Beloit and Kevin Kutz, be, and is hereby, approved.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute said First Amendment on behalf of the City of Beloit and to do all other things necessary to implement the provisions therein.

Adopted this 21st day of March, 2016.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Lorena Rae Stottler, City Clerk

**FIRST AMENDMENT
TO
GATEWAY FARM LEASE II-A**

THIS FIRST AMENDMENT TO FARM LEASE (“First Amendment”) is made and entered effective this 21st day of March, 2016, (“Effective Date”) by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter “Lessor”) and Kevin Kutz, sole proprietor, with a principal place of business located at 7008 South Lathers Road, Beloit, WI 53511 (hereinafter “Lessee”).

The Parties entered into a Lease Agreement dated March 1, 2013 (the “Lease”). The Parties desire to amend the Lease as set forth in this First Amendment.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree, and the Lease is amended as follows:

1. **Term:** The First Amendment shall commence upon the effective date and end on December 31, 2016.
2. **Premises:** The leased property is described on Exhibit A1 (map) which is attached hereto and incorporated herein by reference.
3. **Rent:** The Lessee shall pay to the Lessor \$7,500.24 as follows:
 - a. \$3,750.12 on or before May 20, 2016.
 - b. \$3,750.12 on or before November 18, 2016.
4. **Extent of Amendment:** All other terms, provisions, obligations, and promises set forth in the Agreement not specifically amended in this First Amendment shall remain in full

force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed in its name and behalf on or as of the date first written above.

CITY OF БЕЛОIT, LESSOR

KEVIN KUTZ, LESSEE

By: _____
Lori S. Curtis Luther, City Manager

ATTEST:

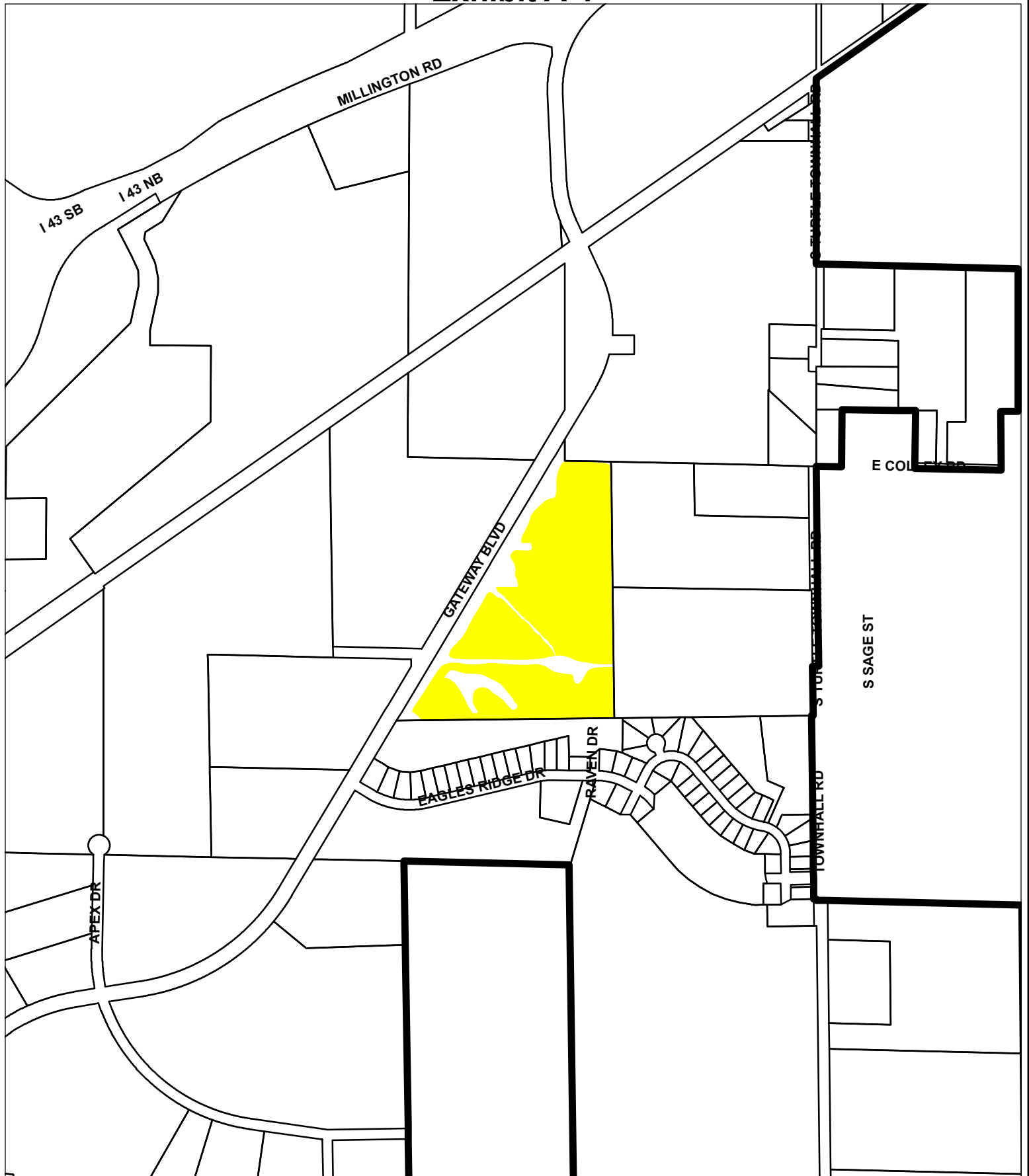
By: _____
Lorena Rae Stottler, City Clerk




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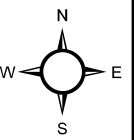
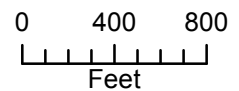
By: _____
Elizabeth A. Krueger, City Attorney

tdh/files/13-1022/First Amendment to Farm Lease Gateway II-A
20160304

City of Beloit Gateway Area Farm Lease II-A Map Exhibit A-1



-  Gateway #2-A - 28.41 Tillable Acres
-  Parcels
-  City of Beloit Limits



February 3, 2016

**RESOLUTION APPROVING
FIRST AMENDMENT TO GATEWAY FARM LEASE II-B**

The City Council for the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached First Amendment to the attached Gateway Farm Lease II-B between the City of Beloit and Kevin Kutz, be, and is hereby, approved.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute said First Amendment on behalf of the City of Beloit and to do all other things necessary to implement the provisions therein.

Adopted this 21st day of March, 2016.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Lorena Rae Stottler, City Clerk

**FIRST AMENDMENT
TO
GATEWAY FARM LEASE II-B**

THIS FIRST AMENDMENT TO FARM LEASE (“First Amendment”) is made and entered effective this 21st day of March, 2016, (“Effective Date”) by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter “Lessor”) and Kevin Kutz, sole proprietor, with a principal place of business located at 7008 South Lathers Road, Beloit, WI 53511 (hereinafter “Lessee”).

The Parties entered into a Lease Agreement dated March 1, 2013 (the “Lease”). The Parties desire to amend the Lease as set forth in this First Amendment.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree, and the Lease is amended as follows:

1. **Term**: The First Amendment shall commence upon the execution hereof and end on December 31, 2016.
2. **Premises**: The leased property is described on Exhibit A1 (map) which is attached hereto and incorporated herein by reference.
3. **Rent**: The Lessee shall pay to the Lessor \$3,157.44 as follows:
 - a. \$1,578.72 on or before May 20, 2016.
 - b. \$1,578.72 on or before November 18, 2016.
4. **Extent of Amendment**: All other terms, provisions, obligations, and promises set forth in the Agreement not specifically amended in this First Amendment shall remain in full

force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed in its name and behalf on or as of the date first written above.

CITY OF BELOIT, LESSOR

KEVIN KUTZ, LESSEE

By: _____
Lori S. Curtis Luther, City Manager

ATTEST:

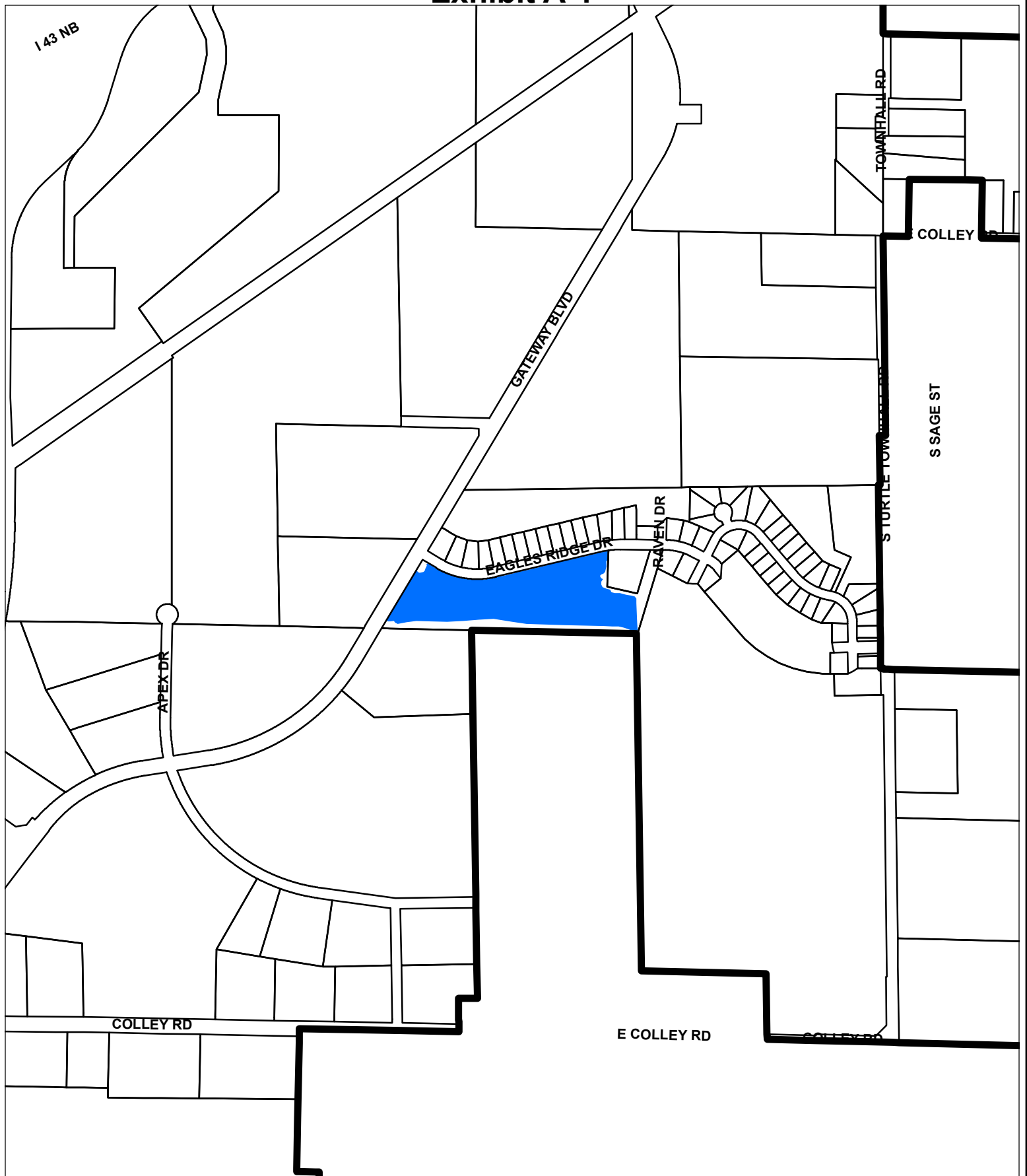
By: _____
Lorena Rae Stottler, City Clerk




APPROVED AS TO FORM:

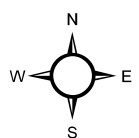
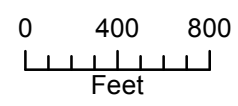
By: _____
Elizabeth A. Krueger, City Attorney

tdh/files/13-1022/First Amendment to Farm Lease Gateway II-B
20160304

City of Beloit Gateway Area Farm Lease II-B Map Exhibit A-1



-  Gateway #2-B - 11.96 Tillable Acres
-  Parcels
-  City of Beloit Limits



February 3, 2016

**RESOLUTION APPROVING
FIRST AMENDMENT TO FARM LEASE – 3015 CRANSTON ROAD**

The City Council for the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached First Amendment to the attached Farm Lease – 3015 Cranston Road between the City of Beloit and Gary and Michelle Hahn, be, and is hereby, approved.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute said First Amendment on behalf of the City of Beloit and to do all other things necessary to implement the provisions therein.

Adopted this 21st day of March, 2016.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Lorena Rae Stottler, City Clerk

**FIRST AMENDMENT
TO
FARM LEASE- 3015 CRANSTON ROAD**

THIS FIRST AMENDMENT TO FARM LEASE (“First Amendment”) is made and entered effective this 21st day of March, 2016, (“Effective Date”) by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter “Lessor”) and Gary and Michelle Hahn, sole proprietors, with a principal place of business located at 3916 E. County Road S, Beloit, WI 53511 (hereinafter “Lessee”).

The Parties entered into a Lease Agreement dated April 8, 2014 (the “Lease”). The Parties desire to amend the Lease as set forth in this First Amendment.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree, and the Lease is amended as follows:

1. **Term:** The First Amendment shall commence upon the effective date hereof and end on December 31, 2016.
2. **Premises:** The leased property is described on Exhibit A1 (map) which is attached hereto and incorporated herein by reference.
3. **Rent:** The Lessee shall pay to the Lessor \$560 as follows:
 - a. \$280 on or before May 20, 2016.
 - b. \$280 on or before November 18, 2016.
4. **Extent of Amendment:** All other terms, provisions, obligations, and promises set forth in the Agreement not specifically amended in this First Amendment shall remain in full

force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed in its name and behalf on or as of the date first written above.

CITY OF БЕLOIT, LESSOR

GARY HAHN, LESSEE

By: _____
Lori S. Curtis Luther, City Manager

ATTEST:

MICHELLE HAHN, LESSEE

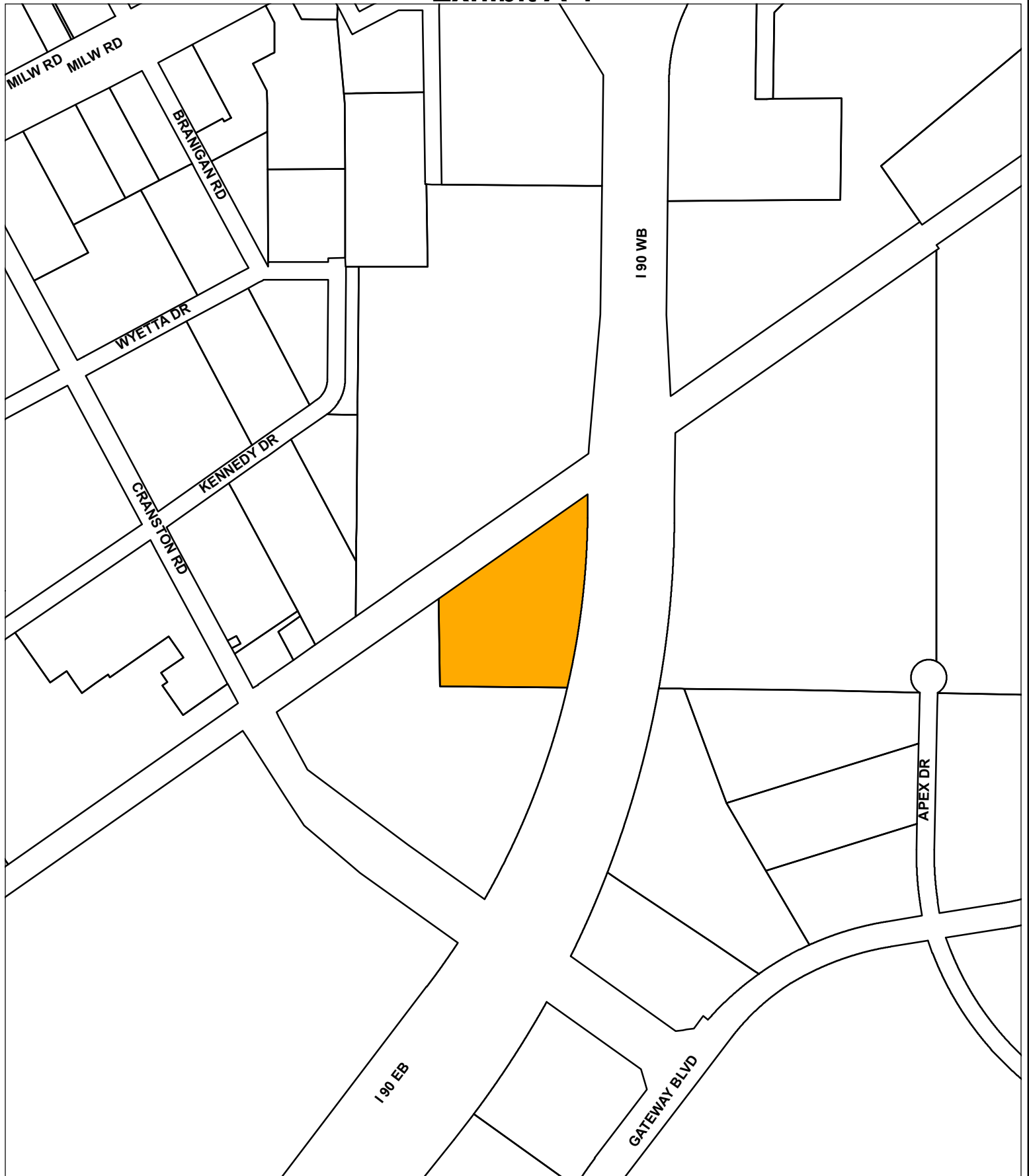
By: _____
Lorena Rae Stottler, City Clerk

APPROVED AS TO FORM:

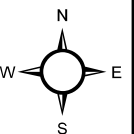
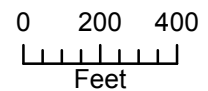
By: _____
Elizabeth A. Krueger, City Attorney

tdh/files/14-1044/First Amendment to Farm Lease 3015 Cranston
20160304

City of Beloit 3015 Cranston Road Property Farm Lease Map Exhibit A-1



-  3015 Cranston Road - 3.2 Tillable Acres
-  Parcels
-  City of Beloit Limits



February 3, 2016

**RESOLUTION APPROVING
FIRST AMENDMENT TO HEXTER-LONG FARM LEASE**

The City Council for the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached First Amendment to the attached Hexter-Long Farm Lease between the City of Beloit and Jason Henschler, be, and is hereby, approved.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute said First Amendment on behalf of the City of Beloit and to do all other things necessary to implement the provisions therein.

Adopted this 21st day of March, 2016.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Lorena Rae Stottler, City Clerk

**FIRST AMENDMENT
TO
HEXTER-LONG FARM LEASE**

THIS FIRST AMENDMENT TO FARM LEASE (“First Amendment”) is made and entered effective this 21st day of March, 2016, (“Effective Date”) by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter “Lessor”) and Jason Henschler, sole proprietor, with a principal place of business located at 8701 S. Butterfly Road, Beloit, WI 53511 (hereinafter “Lessee”).

The Parties entered into a Lease Extension Agreement dated March 24, 2015 (the “Lease”). The Parties desire to amend the Lease as set forth in this First Amendment.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree, and the Lease is amended as follows:

1. **Term:** The First Amendment shall commence upon the execution hereof and end on December 31, 2016.
2. **Premises:** The leased property is described on Exhibit A1 (map) which is attached hereto and incorporated herein by reference.
3. **Rent:** The Lessee shall pay to the Lessor \$22,000 as follows:
 - a. \$11,000 on or before May 20, 2016.
 - b. \$11,000 on or before November 18, 2016.
4. **Extent of Amendment:** All other terms, provisions, obligations, and promises set forth in the Agreement not specifically amended in this First Amendment shall remain in full

force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed in its name and behalf on or as of the date first written above.

CITY OF БЕLOIT, LESSOR

JASON HENSCHLER, LESSEE

By: _____
Lori S. Curtis Luther, City Manager

ATTEST:

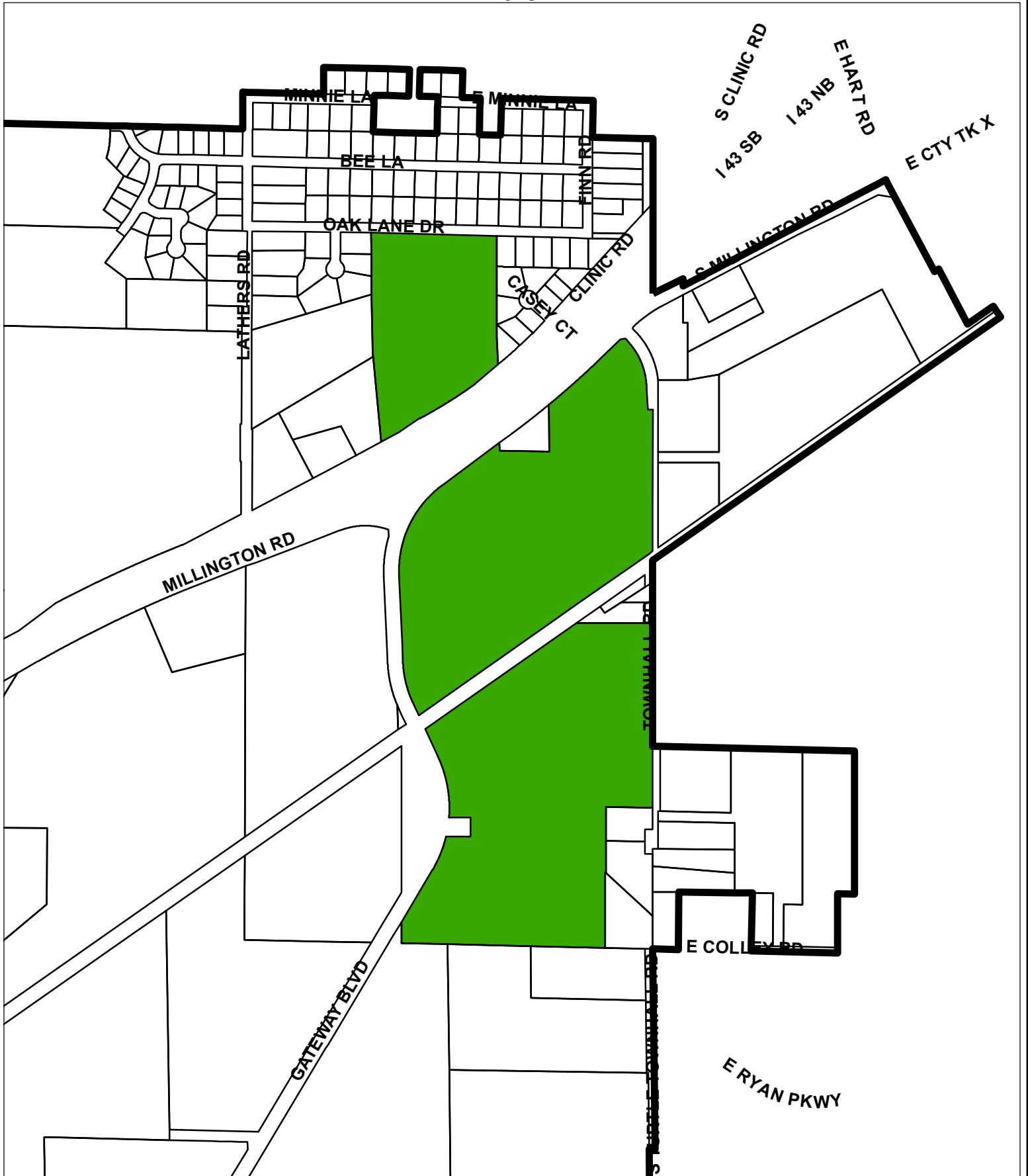
By: _____
Lorena Rae Stottler, City Clerk




APPROVED AS TO FORM:

By: _____
Elizabeth A. Krueger, City Attorney

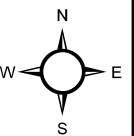
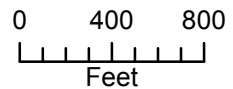
tdh/files/14-1202/First Amendment to Farm Lease Hexter-Long
20160304

City of Beloit Hexter Property Farm Lease Map Exhibit A-1



-  Hexter Property - 94.43 Tillable Acres
-  Parcels
-  City of Beloit Limits

February 3, 2016



CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Ordinance Repeal and Recreate Relating to Construction Site Erosion Control and Post-Construction Storm Water Management – Council Referral to the Plan Commission

Date: March 21, 2016

Presenter: Julie Christensen

Department:

Community Development

Overview/Background Information:

City staff has drafted the attached Ordinance to repeal and recreate Sections 8-900 and 8-1000 and to amend Section 2-803 of the Zoning Ordinance, Chapter 19 of the Code of General Ordinances pertaining to Construction Site Erosion Control and Post-Construction Storm Water Management.

Key Issues:

- The City of Beloit stormwater program is regulated by the Wisconsin DNR General Permit to Discharge. A requirement of the 2014 reissuance of the General Permit to Discharge requires the City to update Sections 8-900 and 8-1000 of the Zoning Ordinance in order to meet current DNR runoff management standards. The repeal and recreate of the subject Ordinance will ensure consistency with Chapter NR 151 (Runoff Management), of the Wisconsin Administrative Code. The DNR has set an implementation of May 1, 2016 for the updated ordinances.
- 8-900 – Construction Site Erosion Control
 - Purpose is to prevent and control water pollution and soil erosion by limiting the amount of sediment and other pollutants carried by runoff.
 - Sets explicit limit on amount of sediment that can be discharged from construction sites larger than one (1) acre.
 - An approved written Erosion Control Plan is required for each project in order to obtain an Erosion Control Permit.
 - City Staff enforces the Ordinance as part of regular inspections and frequently requires contractors to clean up project sites during construction.
- 8-1000 – Post-Construction Stormwater Management
 - Purpose is to prevent and control the adverse effects of stormwater, soil erosion, and water pollution by establishing long-term, post-construction runoff management requirements.
 - Ordinance only applies after construction is complete.
 - Prior to project approval, developers are required to submit a written stormwater management plan and maintenance agreement.
 - Stormwater infrastructure must remove 80% of suspended solids on new construction and 40% of solids on redevelopment construction.
 - Standards set in the Ordinance vary by type of land use (i.e. residential vs. industrial)

Conformance to Strategic Plan:

- Consideration of this request supports Strategic Goal #5.

Sustainability:

- **Reduce dependence upon fossil fuels** – N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – The proposed Ordinance will protect Beloit's water quality.
- **Meet the hierarchy of present and future human needs fairly and efficiently** – N/A

Action required/Recommendation:

- Referral to the Plan Commission for the March 23, 2016 meeting
- This item will most likely return to the City Council for a public hearing on April 4, 2016

Fiscal Note/Budget Impact: N/A

Attachments: Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND RECREATE 8-900 AND 8-1000 AND TO AMEND SECTION 2-803 OF THE ZONING ORDINANCE, CHAPTER 19 OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF БЕЛОIT PERTAINING TO CONSTRUCTION SITE EROSION CONTROL AND POST CONSTRUCTION STORM WATER MANAGEMENT

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

Section 1. Section 8-900 of the Zoning Ordinance, Chapter 19 of the Code of General Ordinances of the City of Beloit, is hereby repealed and recreated to read as follows:

“8-900 - CONSTRUCTION SITE EROSION CONTROL.

8-901 FINDINGS OF FACT AND STATEMENT OF INTENT. The City Council finds that runoff from land disturbing construction activity carries a significant amount of sediment and other pollutants to the waters of the state in the City. The intent of this ordinance is to require use of best management practices to reduce the amount of sediment and other pollutants resulting from land disturbing construction activities on sites that do not include the construction of a building and are otherwise regulated by the Wisconsin Department of Safety and Professional Services in SPS 321.125 or SPS 360, Wis. Adm. Code. Use of this ordinance will foster consistent, statewide application of the construction site performance standards for new development and redevelopment contained in subchapters III and IV of NR 151, Wis. Adm. Code.

8-902 AUTHORITY. This ordinance is adopted under the authority granted by §62.234, Wis. Stats. This ordinance supersedes all provisions of an ordinance previously enacted under §62.23, Wis. Stats. that relate to construction site erosion control. Except as otherwise specified in §62.234, Wis. Stats., §62.23, Wis. Stats. applies to this ordinance and to any amendments to this ordinance.

- (1) The provisions of this ordinance are deemed not to limit any other lawful regulatory powers of the City Council.
- (2) The City Council hereby designates the City Engineer to administer and enforce the provisions of this ordinance.
- (3) The requirements of this ordinance do not preempt more stringent erosion and sediment control requirements that may be imposed by any of the following:
 - (a) Wisconsin Department of Natural Resources administrative rules, permits or approvals including those authorized under §§281.16 and 283.33, Wis. Stats.
 - (b) Targeted nonagricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under NR 151.004, Wis. Adm. Code.

8-903 PURPOSE. It is the purpose of this ordinance to further the maintenance of safe and healthful conditions; prevent and control water pollution; prevent and control soil erosion; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth, by

minimizing the amount of sediment and other pollutants carried by runoff or discharged from land disturbing construction activity to waters of the state in the City of Beloit.

8-904 APPLICABILITY AND JURISDICTION.

(1) APPLICABILITY.

(a) Except as provided under paragraph (b), this ordinance applies to any construction site, as that term is defined in section 8-905, which has one or more acres of land disturbing construction activity.

(b) This ordinance does not apply to the following:

1. Transportation facilities, except transportation facility construction projects that are part of a larger common plan of development such as local roads within a residential or industrial development.
2. A construction project that is exempted by federal statutes or regulations from the requirement to have a national pollutant discharge elimination system permit issued under Chapter 40, Code of Federal Regulations, Part 122, for land disturbing construction activity.
3. Nonpoint discharges from agricultural facilities and practices.
4. Nonpoint discharges from silviculture activities.
5. Routine maintenance for project sites under 5 acres of land disturbance if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility.

(c) Notwithstanding the applicability requirements in paragraph (a), of this section, this ordinance applies to construction sites of any size that, in the opinion of the City Engineer are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, that increases water pollution by scouring or the transportation of particulate matter or that endangers property or public safety.

(2) JURISDICTION. This ordinance applies to land disturbing construction activity on construction sites located within the boundaries and jurisdiction of the City, as well as all lands located within the extraterritorial plat approval of the City, even if plat approval is not involved.

(3) EXCLUSIONS. This ordinance is not applicable to activities conducted by a state agency, as defined under §227.01(1), Wis. Stats.

8-905 DEFINITIONS. The following words, terms, phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Agricultural Facilities and Practices has the meaning in §281.16(1), Wis. Stats.

Average Annual Rainfall means a calendar year of precipitation, excluding snow, which is considered typical.

Best Management Practice or *BMP* means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state.

Business Day means a day the office of the City Engineer is routinely and customarily open for business.

Cease and Desist Order means a court-issued order to halt land disturbing construction activity that is being conducted without the required permit.

City Engineer means the City Engineer or a designated representative of the City Engineer.

Construction Site means an area upon which one or more land disturbing construction activities occur, including areas that are part of a larger common plan of development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan.

Design Storm means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency and total depth of rainfall.

Division of Land means the division of a lot, tract or parcel of land into 2 or more lots, tracts, parcels or other divisions of land for sale, development or lease.

Erosion means the process by which the land's surface is worn away by the action of wind, water, ice or gravity.

Erosion and Sediment Control Plan means a comprehensive plan developed to address pollution caused by erosion and sedimentation of soil particles or rock fragments during construction.

Extraterritorial means the unincorporated area within 3 miles of the corporate limits of the City.

Final Stabilization means that all land disturbing construction activities at the construction site have been completed and that a uniform perennial vegetative cover has been established, with a density of at least 70 percent of the cover, for the unpaved areas and areas not covered by permanent structures, or that employ equivalent permanent stabilization measures.

Governing Body means the City Council.

Land Disturbing Construction Activity or *Disturbance* means any manmade alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities, and soil stockpiling.

Landowner means any person holding fee title, an easement or other interest in property, which allows the person to undertake cropping, livestock management, and land disturbing construction activity or maintenance of storm water BMPs on the property.

Maximum Extent Practicable or *MEP* means a level of implementing best management practices in order to achieve a performance standard specified in this ordinance which takes into account the best available technology, cost effectiveness and other competing issues such as human safety and welfare, endangered and threatened resources, historic properties and geographic features. MEP allows flexibility in the way to meet the performance standards and may vary based on the performance standard and site conditions.

Performance Standard means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.

Permit means a written authorization made by the City Engineer to the applicant to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.

Pollutant has the meaning given in §283.01(13), Wis. Stats.

Pollution has the meaning given in §281.01(10), Wis. Stats.

Responsible Party means the landowner or any other entity performing services to meet the requirements of this ordinance through a contract or other agreement.

Runoff means stormwater or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

Sediment means settleable solid material that is transported by runoff, suspended within runoff or deposited by runoff away from its original location.

Silviculture activity means activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.

Separate Storm Sewer means a conveyance or system of conveyances including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, constructed channels or storm drains, which meets all of the following criteria:

- (1) Is designed or used for collecting water or conveying runoff.
- (2) Is not part of a combined sewer system.
- (3) Is not draining to a stormwater treatment device or system.
- (4) Discharges directly or indirectly to waters of the state.

Site means the entire area included in the legal description of the land on which the land disturbing construction activity is proposed in the permit application.

Stop Work Order means an order issued by the City Engineer which requires that all construction activity on the site be stopped.

Technical Standard means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.

Transportation facility means a highway, a railroad, a public mass transit facility, a public-use airport, a public trail or any other public work for transportation purposes such as harbor improvements under §85.095 (1)(b), Wis. Stats. "Transportation facility" does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Department of Natural Resources pursuant to §281.33, Wis. Stats.

Waters of the State includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction.

- 8-906 **APPLICABILITY OF MAXIMUM EXTENT PRACTICABLE.** Maximum extent practicable applies when a person who is subject to a performance standard of this ordinance demonstrates to the City Engineer's satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties
- 8-907 **TECHNICAL STANDARDS.** All BMPs required to comply with this ordinance shall meet the design criteria, standards and specifications based on any of the following:
- (1) Design guidance and technical standards identified or developed by the Wisconsin Department of Natural Resources under Subch. V of NR 151, Wis. Adm. Code.
 - (2) Soil loss prediction tools (such as the Universal Soil Loss Equation (USLE)) when using an appropriate annual rainfall or runoff factor, also referred to as the R factor, or an appropriate design storm and precipitation distribution, and when considering the geographic location of the site and the period of disturbance.
 - (3) Technical standards not identified or developed in this section may be used provided that the methods have been approved by the City Engineer.
- 8-908 **PERFORMANCE STANDARDS.**
- (1) **RESPONSIBLE PARTY.** The responsible party shall implement an erosion and sediment control plan, developed in accordance with section 8-910 that incorporates the requirements of this section.

- (2) PLAN. A written erosion and sediment control plan shall be developed in accordance with section 8-910 and implemented for each construction site.
- (3) REQUIREMENTS. The erosion and sediment control plan shall meet the following minimum requirements to the maximum extent practicable:
- (a) Erosion and Sediment Control Practices. Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following:
1. The deposition of soil from being tracked onto streets by vehicles.
 2. The discharge of sediment from disturbed areas into on-site storm water inlets.
 3. The discharge of sediment from disturbed areas into adjacent waters of the state.
 4. The discharge of sediment from drainage ways that flow off the site.
 5. The discharge of sediment by dewatering activities.
 6. The discharge of sediment eroding from soil stockpiles existing for more than 7 days.
 7. The discharge of sediment from erosive flows at outlets and in downstream channels.
 8. The transport by runoff into waters of the state of chemicals, cement, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subdivision.
 9. The transport by runoff into waters of the state of untreated wash water from vehicle and wheel washing.
- (b) Sediment Performance Standards. In addition to the erosion and sediment control practices under par. (a), the following erosion and sediment control practices shall be employed:
1. BMPs that, by design, discharge no more than 5 tons per acre per year, or to the maximum extent practicable, of the sediment load carried in runoff from initial grading to final stabilization.
 2. No person shall be required to employ more BMPs than are needed to meet a performance standard in order to comply with maximum extent practicable. Erosion and sediment control BMPs may be combined to meet the requirements of this paragraph. Credit may be given toward meeting the sediment performance standard of this paragraph for limiting the duration or area, or both, of land disturbing construction activity, or for other appropriate mechanisms.
 3. Notwithstanding subd. 1., if BMPs cannot be designed and implemented to meet the sediment performance standard, the erosion and sediment control plan shall include a written, site-specific explanation of why the sediment performance standard cannot be met and how the sediment load will be reduced to the maximum extent practicable.

- (c) Preventative Measures. The erosion and sediment control plan shall incorporate all of the following:
 - 1. Maintenance of existing vegetation, especially adjacent to surface waters whenever possible.
 - 2. Minimization of soil compaction and preservation of topsoil.
 - 3. Minimization of land disturbing construction activity on slopes of 20 percent or more.
 - 4. Development of spill prevention and response procedures.
 - (d) Location. The BMPs used to comply with this section shall be located prior to runoff entering waters of the state.
- (4) IMPLEMENTATION. The BMPs used to comply with this section shall be implemented as follows:
- (a) Erosion and sediment control practices shall be constructed or installed before land disturbing construction activities begin in accordance with the erosion and sediment control plan developed in subsection (2).
 - (b) Erosion and sediment control practices shall be maintained until final stabilization.
 - (c) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.
 - (d) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.
 - (e) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.
- (5) ALTERNATE REQUIREMENTS. The City Engineer may establish requirements more stringent than those set forth in this section if the City Engineer determines that an added level of protection is needed for sensitive resources.

8-909 PERMITTING REQUIREMENTS, PROCEDURES AND FEES.

- (1) PERMIT REQUIRED. No person may commence a land disturbing construction activity subject to this ordinance without receiving prior written approval of an erosion and sediment control plan for the site and a permit from the City Engineer.
- (2) PERMIT APPLICATION AND FEES. At least one responsible party desiring to undertake a land disturbing construction activity subject to this ordinance shall submit an application for a permit and an erosion and sediment control plan that meets the requirements of Section 8-910 and shall pay to the City an application fee as established by City Council resolution. By submitting an application, the applicant is authorizing the City Engineer to enter the site to obtain information required for the review of the erosion and sediment control plan.
- (3) REVIEW AND APPROVAL OF PERMIT APPLICATION. The City Engineer shall review any permit application that is submitted with an erosion and sediment control plan, and the required fee. The following approval procedure shall be used:

- (a) Within 30 business days of the receipt of a complete permit application, as required by subsection (2) of this section, the City Engineer shall either issue or deny the permit based on the requirements of this ordinance.
 - (b) If the permit application and plan are approved, the City Engineer shall issue the permit in writing.
 - (c) If the permit application or plan is disapproved, the City Engineer shall state in writing the reasons for disapproval.
 - (d) The City Engineer may request additional information from the applicant. If additional information is submitted, the City Engineer shall have 30 business days from the date the additional information is received to either issue or deny the permit.
 - (e) Failure by the City Engineer to issue a decision within 30 business days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued.
- (4) SURETY BOND. As a condition of approval and issuance of the permit, the City Engineer, or his designee, may require the applicant to deposit a surety bond, cash escrow, or irrevocable letter of credit to guarantee a good faith execution of the approved erosion control plan and any permit conditions.
- (5) PERMIT REQUIREMENTS. All permits shall require the responsible party to:
- (a) Notify the City Engineer within 48 hours of commencing any land disturbing construction activity.
 - (b) Notify the City Engineer of completion of any BMPs within 10 business days after their installation.
 - (c) Obtain permission in writing from the City Engineer prior to any modification pursuant to 8-910(3) of the erosion and sediment control plan.
 - (d) Install all BMPs as identified in the approved erosion and sediment control plan.
 - (e) Maintain all road drainage systems, stormwater drainage systems, BMPs and other facilities identified in the erosion and sediment control plan.
 - (f) Repair any siltation or erosion damage to adjoining surfaces and drainage ways resulting from land disturbing construction activities and document repairs in weekly inspection reports.
 - (g) Inspect the BMPs within 24 hours after each rain of 0.5 inches or more which results in runoff during active construction periods, and at least once each week, make needed repairs and document the findings of the inspections in a site erosion control log with the date of inspection, the name of the person conducting the inspection, and a description of the present phase of the construction at the site.
 - (h) Allow the City Engineer to enter the site for the purpose of inspecting compliance with the erosion and sediment control plan or for performing any work necessary to bring the site into compliance with the control plan. Keep a copy of the erosion and sediment control plan, stormwater management plan, amendments, weekly inspection reports, and permit at the construction site until permit coverage is terminated.
 - (i) The permit applicant shall post the "Certificate of Permit Coverage" in a conspicuous location at the construction site.

- (6) PERMIT CONDITIONS. Permits issued under this section may include conditions established by the City Engineer in addition to the requirements set forth in (5) of this section where needed to assure compliance with the performance standards in section 8-908.
- (7) PERMIT DURATION. Permits issued under this section shall be valid for a period of 180 days, or the length of the building permit or other construction authorizations, whichever is longer, from the date of issuance. The City Engineer may extend the period one or more times for up to an additional 180 days, provided a written request is received and approved by the City Engineer. The City Engineer may require additional BMPs as a condition of the extension if they are necessary to meet the requirements of this ordinance.
- (8) MAINTENANCE. The responsible party throughout the duration of the construction activities shall maintain all BMPs necessary to meet the requirements of this ordinance until the site has undergone final stabilization.

8-910 EROSION AND SEDIMENT CONTROL PLAN, STATEMENT, AND AMENDMENTS.

- (1) EROSION AND SEDIMENT CONTROL PLAN STATEMENT. For each construction site identified under section 8-904 an erosion and sediment control plan statement shall be prepared. This statement shall be submitted to the City Engineer. The control plan statement shall briefly describe the site, including a site map. Further, it shall also include the best management practices that will be used to meet the requirements of the ordinance, including the site development schedule.
- (2) PLAN REQUIREMENTS.
 - (a) An erosion and sediment control plan shall be prepared and submitted to the City Engineer.
 - (b) The erosion and sediment control plan shall be designed to meet the performance standards in section 8-908 and other requirements of this ordinance.
 - (c) The erosion and sediment control plan shall address pollution caused by soil erosion and sedimentation during construction and up to final stabilization of the site. The erosion and sediment control plan shall include, at a minimum, the following items:
 - 1. Name(s), address(es), and telephone number(s) of the owner or developer of the site, and of any consulting firm retained by the applicant, together with the name of the applicant's principal contact at such firm. The application shall also include start and end dates for construction.
 - 2. Description of the site and the nature of the construction activity, including representation of the limits of land disturbance on a United States Geological Service 7.5 minute series topographic map.
 - 3. A sequence of construction of the development site, including stripping and clearing; rough grading; construction of utilities, infrastructure, and

buildings; and final grading and landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation.

4. Estimates of the total area of the site and the total area of the site that is expected to be disturbed by construction activities.
5. Calculations to show the compliance with the performance standard in section 8-908(3)(b)1.
6. Existing data describing the surface soil as well as subsoils.
7. Depth to groundwater, as indicated by Natural Resources Conservation Service soil information where available.
8. Name of the immediate named receiving water from the United States Geological Service 7.5 minute series topographic map.

(d) The erosion and sediment control plan shall include a site map. The site map shall include the following items and shall be at a scale not greater than 100 feet per inch and at a contour interval not to exceed five feet.

1. Existing topography, vegetative cover, natural and engineered drainage systems, roads and surface waters. Lakes, streams, wetlands, channels, ditches and other watercourses on and immediately adjacent to the site shall be shown. Any identified 100-year flood plains, flood fringes and floodways shall also be shown.
2. Boundaries of the construction site.
3. Drainage patterns and approximate slopes anticipated after major grading activities.
4. Areas of soil disturbance.
5. Location of major structural and non-structural controls identified in the plan.
6. Location of areas where stabilization practices will be employed.
7. Areas which will be vegetated following construction.
8. Aerial extent of wetland acreage on the site and locations where stormwater is discharged to a surface water or wetland within one-quarter mile downstream of the construction site.
9. Area(s) used for infiltration of post-construction stormwater runoff.
10. An alphanumeric or equivalent grid overlying the entire construction site map.

(e) Each erosion and sediment control plan shall include a description of appropriate controls and measures that will be performed at the site to prevent pollutants from reaching waters of the state. The plan shall clearly describe the appropriate control measures for each major activity and the timing during the construction process that the measures will be implemented. The description of erosion controls shall include, when appropriate, the following minimum requirements:

1. Description of interim and permanent stabilization practices, including a practice implementation schedule. Site plans shall ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized.

2. Description of structural practices to divert flow away from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from the site. Unless otherwise specifically approved in writing by the City Engineer, or his designee, structural measures shall be installed on upland soils.
 3. Management of overland flow at all sites, unless otherwise controlled by outfall controls.
 4. Trapping of sediment in channelized flow.
 5. Staging construction to limit bare areas subject to erosion.
 6. Protection of downslope drainage inlets where they occur.
 7. Minimization of tracking at all vehicle and equipment entry and exit locations of the construction site.
 8. Cleanup of off-site sediment deposits.
 9. Proper disposal of building and waste materials at all sites.
 10. Stabilization of drainage ways.
 11. Installation of permanent stabilization practices as soon as possible after final grading.
 12. Minimization of dust to the maximum extent practicable.
- (f) The erosion and sediment control plan shall require that the velocity dissipation devices be placed at discharge locations and along the length of any outfall channel, as necessary, to provide a non-erosive flow from the structure to a watercourse so that the natural physical and biological characteristics and functions are maintained and protected.

- (3) AMENDMENTS. The applicant shall amend the plan if any of the following occur:
- (a) There is a change in design, construction, operation or maintenance at the site which has the reasonable potential for the discharge of pollutants to waters of the state and which has not otherwise been addressed in the plan.
 - (b) The actions required by the plan fail to reduce the impacts of pollutants carried by construction site runoff.
 - (c) The City Engineer notifies the applicant of changes needed in the plan.
 - (d) A request for an amendment shall be submitted in a detailed written application within 30 days of occurrence of any event as set out in paragraph (a), (b) or (c) and shall require payment of an additional fee as established by city council resolution. The amended plan shall be subject to the same procedures, review, issuance and denial standards as set out in section 8-909(3).

8-911 FEE SCHEDULE. The fees referred to in other sections of this ordinance shall be established by City Council resolution. A schedule of fees shall be available for inspection at the office of the City Engineer.

8-912 INSPECTION. If it reasonably appears to the City of Beloit that land disturbing construction activities are being carried out without a permit required by this ordinance, the City Engineer, or his designee, may enter the land pursuant to the provisions of §66.0119, Wis. Stats.

8-913 ENFORCEMENT.

- (1) The City Engineer may post a stop work order if any of the following occurs:

- (a) Any land disturbing construction activity regulated under this ordinance is being undertaken without a permit.
 - (b) The erosion and sediment control plan is not being implemented in a good faith manner.
 - (c) The conditions of the permit are not being met.
 - (d) An amended plan has not been timely applied for and/or permitted.
- (2) If the responsible party does not cease activity as required in a stop work order posted under this section or fails to comply with the erosion and sediment control plan or permit conditions, the City Engineer may revoke the permit.
- (3) If the responsible party, where no permit has been issued, does not cease the activity after being notified by the City Engineer or if a responsible party violates a stop work order posted under subsection (1) the City Engineer may request the Beloit City Attorney to obtain a cease and desist order in any court with jurisdiction.
- (4) The Board of Appeals may retract a stop work order issued under subsection (1) or a permit revocation under subsection (2).
- (5) After posting a stop work order under subsection (1), the City Engineer may issue a notice of intent to the responsible party of its intent to perform work necessary to comply with this ordinance. The City Engineer may go on the land and commence the work after issuing the notice of intent. The costs of the work performed under this subsection by the City Engineer, plus interest at the rate authorized by City Council, shall be billed to the responsible party or recovered from the surety bond, cash escrow, or irrevocable letter of credit. In the event a responsible party fails to pay the amount due, it shall be imposed as a special charge against real property pursuant to §66.0627, Wis. Stats, to the extent authorized by law. If the special charge is not paid within the time specified in the notice to the property owner, the delinquent special charge shall be entered on the tax roll for collection and settlement under Ch. 74, Wis. Stats.
- (6) Any person violating any of the provisions of this ordinance shall be subject to a forfeiture as provided in §25.04(1) of this Code of General Ordinances of the City of Beloit. Each day a violation exists shall constitute a separate offense.
- (7) Compliance with the provisions of this ordinance may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctive proceedings.

8-914 APPEALS.

- (1) BOARD OF APPEALS. The Board of Appeals created under §1.77 of the Code of General Ordinances of the City of Beloit pursuant to §62.23(7)(e), Wis. Stats.:
- (a) Shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the City Engineer in administering this ordinance except for cease and desist orders obtained under section 8-913(3).
 - (b) Upon appeal, may authorize variances from the provisions of this ordinance pursuant to section 2-900 of this Chapter 19, Zoning Code which are not

contrary to the public interest and where owing to special conditions a literal enforcement of the provisions of the ordinance will result in unnecessary hardship; and

(c) Shall use the rules, procedures, duties and powers authorized by statute in hearing and deciding appeals and authorizing variances.

(2) WHO MAY APPEAL. Appeals to the Board of Appeals may be taken by any aggrieved person or by any office, department, or board of the City of Beloit affected by any decision of the City Engineer.

8-915 SEVERABILITY. If a court of competent jurisdiction judges any section, clause, provision or portion of this ordinance unconstitutional or invalid, the remainder of the ordinance shall remain in force and not be affected by such judgment.”

Section 2. Section 8-1000 of the Zoning Ordinance, Chapter 19 of the Code of General Ordinances of the City of Beloit, is hereby repealed and recreated to read as follows:

“8-1000 POST-CONSTRUCTION STORMWATER MANAGEMENT.

8-1001 FINDINGS OF FACT. The intent of this ordinance is to reduce the discharge of pollutants carried in stormwater runoff to waters of the state. The City Council finds that uncontrolled, post-construction runoff has a significant impact upon water resources and the health, safety and general welfare of the community and diminishes the public enjoyment and use of natural resources. Specifically, uncontrolled post-construction runoff can:

- (1) Degrade physical stream habitat by increasing stream bank erosion, increasing streambed scour, diminishing groundwater recharge, diminishing stream base flows and increasing stream temperature.
- (2) Diminish the capacity of lakes and streams to support fish, aquatic life, recreational and water supply uses by increasing pollutant loading of sediment, suspended solids, nutrients, heavy metals, bacteria, pathogens and other urban pollutants.
- (3) Alter wetland communities by changing wetland hydrology and by increasing pollutant loads.
- (4) Reduce the quality of groundwater by increasing pollutant loading.
- (5) Threaten public health, safety, property and general welfare by overtaxing storm sewers, drainage ways, and other minor drainage facilities.
- (6) Threaten public health, safety, property and general welfare by increasing major flood peaks and volumes.
- (7) Undermine floodplain management efforts by increasing the incidence and levels of flooding.

8-1002 AUTHORITY.

- (1) This ordinance is adopted by the authority granted by §62.234, Wis. Stats. This ordinance supersedes all provisions of an ordinance previously enacted under §62.23, Wis. Stats., that relate to stormwater management regulations. Except as otherwise specified in §62.234, Wis. Stats., §62.23, Wis. Stats., applies to this ordinance and to any amendments to this ordinance.

- (2) The provisions of this ordinance are deemed not to limit any other lawful regulatory powers of the City.
- (3) The City Council hereby designates the City Engineer to administer and enforce the provisions of this ordinance.
- (4) The requirements of this ordinance do not preempt more stringent stormwater management requirements that may be imposed by any of the following:
 - (a) Wisconsin Department of Natural Resources administrative rules, permits or approvals including those authorized under §§281.16 and 283.33, Wis. Stats.
 - (b) Targeted nonagricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under NR 151.004, Wis. Adm. Code.

8-1003 PURPOSE AND INTENT.

- (1) **PURPOSE.** The general purpose of this ordinance is to establish long-term, post-construction runoff management requirements that will diminish the threats to public health, safety, welfare and the aquatic environment. Specific purposes are to:
 - (a) Further the maintenance of safe and healthful conditions.
 - (b) Prevent and control the adverse effects of stormwater; prevent and control soil erosion; prevent and control water pollution; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth.
 - (c) Control exceedance of the safe capacity of existing drainage facilities and receiving water bodies; prevent undue channel erosion; control increases in the scouring and transportation of particulate matter; and prevent conditions that endanger downstream property.
 - (d) Minimize the amount of pollutants discharged from the separate storm sewer to protect the waters of the state.
- (2) **INTENT.** It is the intent of the City Council that this ordinance regulates post-construction stormwater discharges and associated pollutants to waters of the state. This ordinance may be applied on a site-by-site basis. The City Council recognizes, however, that the preferred method of achieving the stormwater performance standards set forth in this ordinance is through the preparation and implementation of comprehensive, systems-level stormwater management plans that cover hydrologic units, such as watersheds, on a municipal and regional scale. Such plans may prescribe regional stormwater devices, practices or systems, any of which may be designed to treat runoff from more than one site prior to discharge to waters of the state. Where such plans are in conformance with the performance standards developed under §281.16, Wis. Stats., for regional stormwater management measures and have been approved by the City Council, it is the intent of this ordinance that the approved plan be used to identify post-construction management measures acceptable for the community.

8-1004 APPLICABILITY AND JURISDICTION.

(1) APPLICABILITY.

- (a) Except as provided under paragraph (b), this ordinance applies after final stabilization to site in which land disturbing construction activity occurs during construction meeting any of the following criteria:
1. A construction site that had one or more acres of land disturbing construction activity.
 2. Construction activities under this ordinance which are less than one acre, but are part of a larger construction site that in total disturbs more than one acre.
- (b) A site or discharge that meets any of the criteria in this paragraph is exempt from the requirements of this ordinance.
1. A post-construction site with less than 10 percent connected imperviousness based on the area of land disturbance, provided the cumulative area of all impervious surfaces is less than one acre. However, the exemption of this paragraph does not include exemption from the protective area standard of this ordinance.
 2. Nonpoint discharges from agricultural facilities and practices.
 3. Nonpoint discharges from silviculture activities.
 4. Routine maintenance for project sites under 5 acres of land disturbance if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility.
 5. Underground utility construction, including but not limited to, water, sewer and fiber optic lines. This exemption does not apply to the construction of any aboveground structures associated with utility construction.
- (c) Notwithstanding the applicability requirements in paragraph (a), this ordinance applies to post-construction sites of any size that, in the opinion of the City Engineer is likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, that increases water pollution by scouring or the transportation of particulate matter or that endangers property or public safety.

(2) JURISDICTION. This ordinance applies to post-construction sites within the boundaries and jurisdiction of the City, as well as all lands located within the extraterritorial plat approval jurisdiction of the City, even if plat approval is not involved.

(3) EXCLUSIONS. This ordinance is not applicable to activities conducted by a state agency, as defined under §227.01(1), Wis. Stats.

8-1005 DEFINITIONS. The following words, terms, phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Adequate sod, or self-sustaining vegetative cover means maintenance of sufficient vegetation types and densities such that physical integrity of the streambank or lakeshore is preserved. Self-sustaining vegetative cover includes grasses, forbes, sedges and duff layers of fallen leaves and woody debris.

Agricultural Facilities and Practices has the meaning given in §281.16, Wis. Stats.

Atlas 14 means the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 Precipitation Frequency Atlas of the United States, Volume 8 (Midwestern States), published in 2013.

Average Annual Rainfall means a calendar year of precipitation, excluding snow, which is considered typical.

Best Management Practice or BMP means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize sediment or pollutants carried in runoff to waters of the state.

Business Day means a day the office of the City Engineer, or his or her designee, is routinely and customarily open for business.

Cease and Desist Order means a court-issued order to halt land disturbing construction activity that is being conducted without the required permit.

City Engineer means the City Engineer or a designated representative of the City Engineer.

Combined Sewer System means a system for conveying both sanitary sewage and stormwater runoff.

Connected Imperviousness means an impervious surface that is directly connected to a separate storm sewer or water of the state via an impervious flow path.

Design Storm means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency, and total depth of rainfall.

Development means residential, commercial, industrial or institutional land uses and associated roads.

Direct conduits to groundwater means wells, sinkholes, swallets, fractured bedrock at the surface, mine shafts, non-metallic mines, tile inlets discharging to groundwater, quarries, or depressional groundwater recharge areas over shallow fractured bedrock.

Division of Land means the division of a lot, tract or parcel of land into 2 or more lots, tracts, parcels or other divisions of land for sale, development or lease.

Effective Infiltration Area means the area of the infiltration system that is used to infiltrate runoff and does not include the area used for site access, berms or pretreatment.

Erosion means the process by which the land's surface is worn away by the action of wind, water, ice or gravity.

Exceptional Resource Waters means waters listed in NR 102.11, Wis. Adm. Code.

Extraterritorial means the unincorporated area within 3 miles of the corporate limits of the City of Beloit.

Filtering Layer means soil that has at least a 3-foot deep layer with at least 20 percent fines; or at least a 5-foot deep layer with at least 10 percent fines; or an engineered soil with an equivalent level of protection as determined by the regulatory authority for the site.

Final Stabilization means that all land disturbing construction activities at the construction site have been completed and that a uniform, perennial, vegetative cover has been established, with a density of at least 70 percent of the cover, for the unpaved areas and areas not covered by permanent structures, or employment of equivalent permanent stabilization measures.

Financial Guarantee means a performance bond, maintenance bond, surety bond, irrevocable letter of credit, or similar guarantees submitted to and approved in writing by the City Engineer, or his or her designee, by the responsible party to assure that requirements of the ordinance are carried out in compliance with the stormwater management plan.

Governing Body means the City Council.

Impervious Surface means an area that releases as runoff all or a large portion of the precipitation that falls on it, except for frozen soil. Rooftops, sidewalks, driveways, parking lots and streets are examples of areas that typically are impervious.

In-Fill Area means an undeveloped area of land located within existing development.

Infiltration means the entry of precipitation or runoff into or through the soil.

Infiltration System means a device or practice such as a basin, trench, rain garden or swale designed specifically to encourage infiltration, but does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns or minimal infiltration from practices, such as swales or road side channels designed for conveyance and pollutant removal only.

Karst Feature means an area or surficial geologic feature subject to bedrock dissolution so that it is likely to provide a conduit to groundwater, and may include caves, enlarged fractures, mine features, exposed bedrock surfaces, sinkholes, springs, seeps or swallets.

Land Disturbing Construction Activity means any manmade alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.

Landowner means any person holding fee title, an easement or other interest in property, which allows the person to undertake cropping, livestock management, and land disturbing construction activity or maintenance of storm water BMPs on the property.

Maintenance Agreement means a legal document that provides for long-term maintenance of stormwater management practices.

Maximum Extent Practicable or *MEP* means a level of implementing best management practices in order to achieve a performance standard specified in this ordinance which takes into account the best available technology, cost effectiveness and other competing issues such as human safety and welfare, endangered and threatened resources, historic properties and geographic features. MEP allows flexibility in the way to meet the performance standards and may vary based on the performance standard and site conditions.

New Development means development resulting from the conversion of previously undeveloped land or agricultural land uses.

NRCS MSE3 or *MSE4* distribution means a specific precipitation distribution developed by the United States Department of Agriculture, Natural Resources Conservation Service, using precipitation data from Atlas 14.

Off-Site means located outside the property boundary described in the permit application.

On-Site means located within the property boundary described in the permit application.

Ordinary High-Water Mark has the meaning given in NR 115.03(6), Wis. Adm. Code.

Outstanding Resource Waters means waters listed in NR 102.10, Wis. Adm. Code.

Percent Fines means the percentage of a given sample of soil, which passes through a #200 sieve.

Performance Standard means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.

Permit means a written authorization made by the City Engineer, or his or her designee, to the applicant to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.

Permit Administration Fee means a sum of money paid to the City Engineer, or his her designee, by the permit applicant for the purpose of recouping the expenses incurred by the authority in administering the permit.

Pervious Surface means an area that releases as runoff a small portion of the precipitation that falls on it. Lawns, gardens, parks, forests or other similar vegetated areas are examples of surfaces that typically are pervious.

Pollutant has the meaning given in §283.01(13), Wis. Stats.

Pollution has the meaning given in §281.01(10), Wis. Stats.

Post-Construction Site means a construction site following the completion of land disturbing construction activity and final site stabilization.

Pre-development Condition means the extent and distribution of land cover types present before the initiation of land disturbing construction activity, assuming that all land uses prior to development activity are managed in an environmentally sound manner.

Preventive Action Limit has the meaning given in NR 140.05(17), Wis. Adm. Code.

Protective Area means an area of land that commences at the top of the channel of lakes, streams and rivers, or at the delineated boundary of wetlands, and that is the greatest of the following widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface.

Redevelopment means areas where development is replacing older development.

Responsible Party means any person or entity holding fee title to the property or contracted or obligated by this ordinance or other agreement to implement and maintain post-construction stormwater BMPs.

Runoff means stormwater or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

Separate Storm Sewer means a conveyance or system of conveyances including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, constructed channels or storm drains, which meets all of the following criteria:

- (1) Is designed or used for collecting water or conveying runoff.
- (2) Is not part of a combined sewer system.
- (3) Is not draining to a stormwater treatment device or system.
- (4) Discharges directly or indirectly to waters of the state.

Silviculture Activity means activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.

Site means the entire area included in the legal description of the land on which the land disturbing construction activity occurred.

Stop Work Order means an order issued by the City Engineer, or his or her designee, which requires that all construction activity on the site be stopped.

Stormwater Management Plan means a comprehensive plan designed to reduce the discharge of pollutants from stormwater after the site has undergone final stabilization following completion of the construction activity.

Stormwater Management System Plan is a comprehensive plan designed to reduce the discharge of runoff and pollutants from hydrologic units on a regional or municipal scale.

Technical Standard means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.

Top of the Channel means an edge, or point on the landscape, landward from the ordinary high-water mark of a surface water of the state, where the slope of the land begins to be less than 12 percent continually for at least 50 feet. If the slope of the land is 12 percent or less continually for the initial 50 feet, landward from the ordinary high-water mark, the top of the channel is the ordinary high-water mark.

Total Maximum Daily Load or TMDL means the amount of pollutants specified as a function of one or more water quality parameters, that can be discharged per day into a water quality limited segment and still ensure attainment of the applicable water quality standard.

TP-40 means Technical Paper No. 40, Rainfall Frequency Atlas of the United States, published in 1961.hhh.

TR-55 means the United States Department of Agriculture, Natural Resources Conservation Service (previously Soil Conservation Service), Urban Hydrology for Small Watersheds, Second Edition, Technical Release 55, June 1986.

Transportation facility means a highway, a railroad, a public mass transit facility, a public-use airport, a public trail or any other public work for transportation purposes such as harbor improvements under §85.095 (1)(b), Wis. Stats. "Transportation facility" does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Department of Natural Resources pursuant to §281.33, Wis. Stats.

TSS means total suspended solids.

Type II Distribution means a rainfall type curve as established in the "United States Department of Agriculture, Soil Conservation Service, Technical Paper 149, published 1973." The Type II curve is applicable to all of Wisconsin and represents the most intense storm pattern.

Waters of the State includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction.

8-1006 APPLICABILITY OF MAXIMUM EXTENT PRACTICABLE. Maximum extent practicable applies when a person who is subject to a performance standard of this subchapter demonstrates to the City Engineer's satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

8-1007 TECHNICAL STANDARDS. The following methods shall be used in designing the water quality, peak flow shaving and infiltration components of stormwater practices needed to meet the water quality standards of this ordinance:

- (1) Technical standards identified, developed or disseminated by the Wisconsin Department of Natural Resources under Subch. V of NR 151, Wis. Adm. Code.
- (2) Where technical standards have not been identified or developed by the Wisconsin Department of Natural Resources, other technical standards may be used provided that the methods have been approved by the City Engineer.
- (3) In this ordinance, the following year and location has been selected as average annual rainfall: Madison, 1981 (Mar. 12-Dec. 2).

8-1008 PERFORMANCE STANDARDS.

- (1) RESPONSIBLE PARTY. The responsible party shall implement a post-construction stormwater management plan that incorporates the requirements of this section.
- (2) PLAN. A written stormwater management plan in accordance with section 8-1010 shall be developed and implemented for each post-construction site. The submitted plan shall describe how the performance standards of this ordinance will be met.
- (3) MAINTENANCE OF EFFORT. For redevelopment sites where the redevelopment will be replacing older development that was subject to post-construction performance standards of this chapter in effect on or after October 1, 2004, the responsible party shall meet the total suspended solids reduction, peak flow control, infiltration, and protective areas standards applicable to the older development or meet the redevelopment standards of this ordinance, whichever are more stringent.
- (4) REQUIREMENTS. The plan required under subsection (2) shall include the following:
 - (a) Total Suspended Solids. BMPs shall be designed, installed and maintained to control total suspended solids carried in runoff from the post-construction site as follows:
 1. BMPs shall be designed in accordance with Table 1 or to the maximum extent practicable as provided in subd. 2. The design shall be based on an average annual rainfall, as compared to no runoff management controls.

Table 1. TSS Reduction Standards	
Development Type	TSS Reduction
New Development	80 percent
In-fill Development	80 percent
Redevelopment	40 percent of load from parking areas and roads

2. Maximum Extent Practicable. If the design cannot meet a total suspended solids reduction performance standard of Table 1 the stormwater management plan shall include a written, site-specific explanation of why the total suspended solids reduction performance standard cannot be met and why the total suspended solids load will be reduced only to the maximum extent practicable.
3. Off-Site Drainage. When designing BMPs, runoff draining to the BMP from offsite shall be taken into account in determining the treatment efficiency of the practice. Any impact on the efficiency shall be compensated for by increasing the size of the BMP accordingly.

(b) Peak Discharge.

1. By design, BMPs shall be employed to maintain or reduce the peak runoff discharge rates, to the maximum extent practicable, as compared to predevelopment conditionally the 1-year, 2-year and 5-year, 24-hour design storm applicable to the post-construction site. The 100-year, 24-hour design storm event applicable to the post-construction site shall be stored and the release rate from the storage facility shall not exceed the predeveloped 10-year peak discharge rate from the site. The storage volume shall be determined using routing calculations or a City-approved methodology. Predevelopment conditions shall assume "good hydrologic conditions" for appropriate land covers as identified in TR-55 or an equivalent methodology. Atlas 14 precipitation depths, and the NRCS Wisconsin MSE3 precipitation distribution. On a case-by-case basis, the City Engineer may allow the use of TP-40 precipitation depths and the Type II distribution. The meaning of "hydrologic soil group" and "runoff curve number" are as determined in TR-55. However, when predevelopment land cover is cropland, rather than using TR-55 values for cropland, the runoff curve numbers in Table 2 shall be used.

Table 2 - Maximum Predevelopment Runoff Curve Numbers for Cropland Areas							
Hydrologic Soil Group	A	B	C	D			
Runoff Curve Number	56	70	79	83			
Table 3 – Atlas 14 Rainfall Depths							
Rainfall Frequency (Years)	1	2	5	10	25	50	100
Rainfall Intensity (In/Hr)	2.47	2.85	3.52	4.12	5.02	5.77	6.57

2. This subsection of the ordinance does not apply to any of the following:

- a. A post-construction site where the discharge is directly into the Rock River without first passing through any portion of the municipally owned or operated storm water conveyance system.
- b. Except as provided under subsection (3), a redevelopment post-construction site.
- c. An in-fill development area less than 5 acres.

(c) Infiltration.

1. Best Management Practices: BMPs shall be designed, installed, and maintained to infiltrate runoff to the maximum extent practicable in accordance with the following:
 - a. *Low imperviousness.* For development up to 40 percent connected imperviousness, such as parks, cemeteries, and low density residential development, infiltrate sufficient runoff volume so that the postdevelopment infiltration volume shall be at least 90 percent of the predevelopment infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than one percent of the post-construction site is required as an effective infiltration area.
 - b. *Moderate imperviousness.* For development with more than 40 percent and up to 80 percent connected imperviousness, such as medium and high density residential, multi-family development, industrial and institutional development, and office parks, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 75 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2 percent of the post construction site is required as an effective infiltration area.
 - c. *High imperviousness.* For development with more than 80 percent connected imperviousness, such as commercial strip malls, shopping centers, and commercial downtowns, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 60 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than 2 percent of the post-construction site is required as an effective infiltration area.
2. Pre-development. The pre-development condition shall be the same as specified in Table 2 of the Peak Discharge section of this ordinance.
3. Source Areas.
 - a. *Prohibitions.* Runoff from the following areas may not be infiltrated and may not qualify as contributing to meeting the

requirements of this section unless demonstrated to meet the conditions identified in subsection (4)(c)6.:

- i. Areas associated with a tier 1 industrial facility identified in NR 216.21 (2)(a), Wis. Adm. Code, including storage, loading and parking. Rooftops may be infiltrated with the concurrence of the regulatory authority.
 - ii. Storage and loading areas of a tier 2 industrial facility identified in NR 216.21 (2)(b), Wis. Adm. Code.
 - iii. Fueling and vehicle maintenance areas. Runoff from rooftops of fueling and vehicle maintenance areas may be infiltrated with the concurrence of the regulatory authority.
- b. *Exemptions.* Runoff from the following areas may be credited toward meeting the requirement when infiltrated, but the decision to infiltrate runoff from these source areas is optional:
- i. Parking areas and access roads less than 5,000 square feet for commercial development.
 - ii. Parking areas and access roads less than 5,000 square feet for industrial development not subject to the Prohibitions under par a.
 - iii. Except as provided under subsection (3), redevelopment post-construction sites.
 - iv. In-fill development areas less than 5 acres.
 - v. Roads on commercial, industrial and institutional land uses, and arterial residential roads.
4. Location of Practices.
- a. *Prohibitions.* Infiltration practices may not be located in the following areas:
- i. Areas within 1000 feet upgradient or within 100 feet downgradient of direct conduits to groundwater.
 - ii. Areas within 400 feet of a community water system well as specified in NR 811.16 (4), Wis. Adm. Code or within the separation distances listed in NR 812.08, Wis. Adm. Code for any private well or non-community well for runoff infiltrated from commercial, including multi-family residential, industrial and institutional land uses or regional devices for one- and two-family residential development.
 - iii. Areas where contaminants of concern, as defined in NR 720.03 (2), Wis. Adm. Code are present in the soil through which infiltration will occur.
- b. *Separation distances.*
- i. Infiltration practices shall be located so that the characteristics of the soil and the separation distance between the bottom of the infiltration system and the elevation of seasonal high groundwater or the top of bedrock are in accordance with Table 4:

Table 4. Separation Distances and Soil Characteristics		
Source Area	Separation Distance	Soil Characteristics
Industrial, Commercial, Institutional Parking Lots and Roads	5 feet or more	Filtering Layer
Residential Arterial Roads	5 feet or more	Filtering Layer
Roofs Draining to Subsurface Infiltration Practices	1 foot or more	Native or Engineered Soil with Particles Finer than Coarse Sand
Roofs Draining to Surface Infiltration Practices	Not Applicable	Not Applicable
All Other Impervious Source Areas	3 feet or more	Filtering Layer

- ii. Notwithstanding par. b., applicable requirements for injection wells classified under NR 815 Wis. Adm. Code shall be followed.
- c. *Infiltration rate exemptions.* Infiltration practices located in the following areas may be credited toward meeting the requirements under the following conditions, but the decision to infiltrate under these conditions is optional:
 - i. Where the infiltration rate of the soil measured at the proposed bottom of the infiltration system is less than 0.6 inches per hour using a scientifically credible field test method.
 - ii. Where the least permeable soil horizon to 5 feet below the proposed bottom of the infiltration system using the U.S. Department of Agriculture method of soils analysis is one of the following: sandy clay loam, clay loam, silty clay loam, sandy clay, silty clay, or clay.
- 5. Alternate Use. Where alternate uses of runoff are employed, such as for toilet flushing, laundry, or irrigation or storage on green roofs where an equivalent portion of the runoff is captured permanently by rooftop vegetation, such alternate use shall be given equal credit toward the infiltration volume required by this section.
- 6. Groundwater Standards.
 - a. Infiltration systems designed in accordance with this section shall, to the extent technically and economically feasible, minimize the level of pollutants infiltrating to groundwater and shall maintain compliance with the preventive action limit at a point of standards application in accordance with NR 140, Wis. Adm. Code. However, if site specific information indicates that compliance with a preventive action limit is not achievable, the infiltration BMP may not be installed or shall be modified to prevent infiltration to the maximum extent practicable.

- b. Notwithstanding par. a, the discharge from BMPs shall remain below the enforcement standard at the point of standards application.
- 7. Pretreatment. Before infiltrating runoff, pretreatment shall be required for parking lot runoff and for runoff from new road construction in commercial, industrial and institutional areas that will enter an infiltration system. The pretreatment shall be designed to protect the infiltration system from clogging prior to scheduled maintenance and to protect groundwater quality in accordance with subd. 6. Pretreatment options may include, but are not limited to, oil and grease separation, sedimentation, biofiltration, filtration, swales or filter strips.
- 8. Maximum Extent Practicable. Where the conditions of subd. 3. and 4. limit or restrict the use of infiltration practices, the performance standard of subsection (4)(c) shall be met to the maximum extent practicable.

(d) Protective Areas.

- 1. "*Protective area*" means an area of land that commences at the top of the channel of lakes, streams and rivers, or at the delineated boundary of wetlands, and that is the greatest of the following widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface. However, in this paragraph, "protective area" does not include any area of land adjacent to any stream enclosed within a pipe or culvert, such that runoff cannot enter the enclosure at this location.
 - a. For outstanding resource waters and exceptional resource waters, 75 feet.
 - b. For perennial and intermittent streams identified on a United States geological survey 7.5-minute series topographic map, or a county soil survey map, whichever is more current, 50 feet.
 - c. For lakes, 50 feet.
 - d. For wetlands not subject to par. E. or f., 50 feet.
 - e. For highly susceptible wetlands, 50 feet. Highly susceptible wetlands include the following types: calcareous fens, sedge meadows, open and coniferous bogs, low prairies, coniferous swamps, lowland hardwood swamps, and ephemeral ponds.
 - f. For less susceptible wetlands, 10 percent of the average wetland width, but no less than 10 feet nor more than 30 feet. Less susceptible wetlands include degraded wetlands dominated by invasive species such as reed canary grass cultivated hydric soils; and any gravel pits, or dredged material or fill material disposal sites that take on the attributes of a wetland.
 - g. In pars. d. to f., determinations of the extent of the protective area adjacent to wetlands shall be made on the basis of the sensitivity and runoff susceptibility of the wetland in accordance with the standards and criteria in NR 103.03, Wis. Adm. Code.

treated by a BMP to meet the local ordinance requirements for total suspended solids and peak flow reduction, except to the extent that vegetative ground cover is necessary to maintain bank stability.

- (e) Fueling and Vehicle Maintenance Areas. Fueling and vehicle maintenance areas shall, to the maximum extent practicable, have BMPs designed, installed and maintained to reduce petroleum within runoff, such that the runoff that enters waters of the state contains no visible petroleum sheen.

- (f) Swale Treatment for Transportation Facilities.
 - 1. Requirement. Except as provided in subd. 2., transportation facilities that use swales for runoff conveyance and pollutant removal are exempt from the requirements of local ordinance requirements for peak flow control, total suspended solids control, and infiltration, if the swales are designed to do all of the following to the maximum extent practicable:
 - a. Swales shall be vegetated. However, where appropriate, non-vegetative measures may be employed to prevent erosion or provide for runoff treatment, such as rock riprap stabilization or check dams.
 - b. Swales shall comply with sections V.F. (Velocity and Depth) and V.G. (Swale Geometry Criteria) with a swale treatment length as long as that specified in section V.C. (Pre-Treatment) of the Wisconsin Department of Natural Resources technical standard 1005 "Vegetated Infiltration Swales", dated May 2007, or a superseding document. Transportation facility swale treatment does not have to comply with other sections of technical standard 1005.
 - 2. Other requirements.
 - a. Notwithstanding subd. 1., the City Engineer may, consistent with water quality standards, require that other requirements, in addition to swale treatment, be met on a transportation facility with an average daily traffic rate greater than 2,500 and where the initial surface water of the state that the runoff directly enters is one of the following:
 - i. An outstanding resource water.
 - ii. An exceptional resource water.
 - iii. Waters listed in section 303 (d) of the Federal Clean Water Act that are identified as impaired in whole or in part, due to non-point source impacts.
 - iv. Water where targeted performance standards are developed pursuant to NR 151.004, Wis. Adm. Code.
 - b. The transportation facility authority shall contact the City Engineer to determine if additional BMPs beyond a water quality swale are needed under this subsection.

- (5) GENERAL CONSIDERATIONS FOR ON-SITE AND OFF-SITE STORMWATER MANAGEMENT MEASURES. The following considerations shall be observed in managing runoff:
- (a) Natural topography and land cover features such as natural swales, natural depressions, native soil infiltrating capacity, and natural groundwater recharge areas shall be preserved and used, to the extent possible, to meet the requirements of this section.
 - (b) Emergency overland flow for all stormwater facilities shall be provided to prevent exceeding the safe capacity of downstream drainage facilities and prevent endangerment of downstream property or public safety.
- (6) BMP LOCATION.
- (a) To comply with the performance standards required under this ordinance, BMPs may be located on-site or off-site as part of a regional storm water device, practice or system, but shall be installed in accordance with NR 151.003, Wis. Adm. Code.
 - (b) The City Engineer may approve off-site management measures provided that all of the following conditions are met:
 - 1. The City Engineer determines that the post-construction runoff is covered by a storm water management system plan that is approved by the City that contains management requirements consistent with the purpose and intent of this ordinance.
 - 2. The off-site facility meets all of the following conditions:
 - a. The facility is in place.
 - b. The facility is designed and adequately sized to provide a level of storm water control equal to or greater than that which would be afforded by on-site practices meeting the performance standards of this ordinance.
 - c. The facility has a legally-obligated entity responsible for its long-term operation and maintenance.
 - (c) Post-construction runoff within a non-navigable surface water that flows into a BMP, such as a wet detention pond, is not required to meet the performance standards of this ordinance. Post-construction BMPs may be located in non-navigable surface waters.
 - (d) Except as allowed under subsection (e), post-construction runoff from new development shall meet the post-construction performance standards prior to entering a navigable surface water.
 - (e) Post-construction runoff from any development within a navigable surface water that flows into a BMP is not required to meet the performance standards of this ordinance if:
 - 1. The BMP was constructed prior to the effective date of this ordinance and the BMP either received a permit issued under Ch. 30, Wis. Stats., or the BMP did not require a Ch. 30, Wis. Stats., permit; and

2. The BMP is designed to provide runoff treatment from future upland development.
- (f) Runoff from existing development, redevelopment and in-fill areas shall meet the post-construction performance standards in accordance with this paragraph.
1. To the maximum extent practicable, BMPs shall be located to treat runoff prior to discharge to navigable surface waters.
 2. Post-construction BMPs for such runoff may be located in a navigable surface water if allowable under all other applicable federal, state and local regulations such as NR 103, Wis. Adm. Code, and Ch. 30, Wis. Stats.
- (g) The discharge of runoff from a BMP, such as a wet detention pond, or after a series of such BMPs is subject to this section.
- (h) Where a regional treatment option exists such that the City Engineer exempts the applicant from all or part of the minimum on-site stormwater management requirements, the applicant shall be required to pay a fee in an amount determined in negotiation with the City Engineer. In determining the fee for post-construction runoff, the City Engineer shall consider an equitable distribution of the cost for land, engineering design, construction, and maintenance of the regional treatment option.
- (7) **ADDITIONAL REQUIREMENTS.** The City Engineer may establish stormwater management requirements more stringent than those set forth in this section if the City Engineer determines that the requirements are needed to control storm water quantity or control flooding, comply with federally approved total maximum daily load requirements, or control pollutants associated with existing development or redevelopment.

8-1009 PERMITTING REQUIREMENTS, PROCEDURES AND FEES.

- (1) **PERMIT REQUIRED.** No responsible party may undertake a land disturbing construction activity without receiving a post-construction runoff permit from the City Engineer prior to commencing the proposed activity.
- (2) **PERMIT APPLICATION AND FEES.** Unless specifically excluded by this ordinance, any responsible party desiring a permit shall submit to the City Engineer a permit application made on a form provided by the City Engineer for that purpose.
 - (a) Unless otherwise excepted by this ordinance, a permit application must be accompanied by a stormwater management plan, a maintenance agreement and a nonrefundable permit administration fee.
 - (b) The stormwater management plan shall be prepared to meet the requirements of sections 8-1008 and 8-1010, the maintenance agreement shall be prepared to meet the requirements of section 8-1011, the financial guarantee shall meet the requirements of section 8-1012, and fees shall be those established by the City Council.

- (3) REVIEW AND APPROVAL OF PERMIT APPLICATION. The City Engineer shall review any permit application that is submitted with a stormwater management plan, maintenance agreement, and the required fee. The following approval procedure shall be used:
- (a) Within 30 business days of the receipt of a complete permit application, including all items as required by subsection (2), the City Engineer shall inform the applicant whether the application, plan and maintenance agreement are approved or disapproved based on the requirements of this ordinance.
 - (b) If the stormwater permit application, plan and maintenance agreement are approved, or if an agreed upon payment of fees in lieu of stormwater management practices is made, the City Engineer shall issue the permit.
 - (c) If the stormwater permit application, plan or maintenance agreement is disapproved, the City Engineer shall detail in writing the reasons for disapproval.
 - (d) The City Engineer may request additional information from the applicant. If additional information is submitted, the City Engineer shall have 30 business days from the date the additional information is received to inform the applicant that the plan and maintenance agreement are either approved or disapproved.
 - (e) Failure by the City Engineer to inform the permit applicant of a decision within 30 business days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued.
- (4) PERMIT REQUIREMENTS. All permits issued under this ordinance shall be subject to the following conditions, and holders of permits issued under this ordinance shall be deemed to have accepted these conditions. The City Engineer, or his designee, may suspend or revoke a permit for violation of a permit condition, following written notification of the responsible party. An action by the City Engineer, or his designee, to suspend or revoke this permit may be appealed in accordance with section 8-1015.
- (a) Compliance with this permit does not relieve the responsible party of the responsibility to comply with other applicable federal, state, and local laws and regulations.
 - (b) The responsible party shall design and install all structural and nonstructural stormwater management measures in accordance with the approved stormwater management plan and this permit.
 - (c) The responsible party shall notify the City Engineer at least 30 business days before commencing any work in conjunction with the stormwater management plan, and within 30 business days upon completion of the stormwater management practices. If required as a special condition under sub. (5), the responsible party shall make additional notification according to a schedule set forth by the City Engineer so that practice installations can be inspected during construction.

- (d) Practice installations required as part of this ordinance shall be certified "as built" by a licensed professional engineer. Completed stormwater management practices must pass a final inspection by the City Engineer to determine if they are in accordance with the approved stormwater management plan and ordinance. The City Engineer shall notify the responsible party in writing of any changes required in such practices to bring them into compliance with the conditions of this permit.
 - (e) The responsible party shall notify the City Engineer of any significant modifications it intends to make to an approved stormwater management plan. The City Engineer may require that the proposed modifications be submitted to it for approval prior to incorporation into the stormwater management plan and execution by the responsible party.
 - (f) The responsible party shall maintain all stormwater management practices in accordance with the stormwater management plan until the practices either become the responsibility of the City, or are transferred to subsequent private owners as specified in the approved maintenance agreement.
 - (g) The responsible party authorizes the City Engineer to perform any work or operations necessary to bring stormwater management measures into conformance with the approved stormwater management plan, and consents to a special assessment or charge against the property as authorized under Subch. VII of Ch. 66, Wis. Stats., or to charging such costs against the financial guarantee posted under section 8-1012.
 - (h) If so directed by the City Engineer, the responsible party shall repair at the responsible party's own expense all damage to adjoining municipal facilities and drainage ways caused by runoff, where such damage is caused by activities that are not in compliance with the approved stormwater management plan.
 - (i) The responsible party shall permit property access to the City Engineer for the purpose of inspecting the property for compliance with the approved stormwater management plan and this permit.
 - (j) Where site development or redevelopment involves changes in direction, increases in peak rate and/or total volume of runoff from a site, the City Engineer may require the responsible party to make appropriate legal arrangements with affected property owners concerning the prevention of endangerment to property or public safety.
 - (k) The responsible party is subject to the enforcement actions and penalties detailed in section 8-1014, if the responsible party fails to comply with the terms of this permit.
- (5) PERMIT CONDITIONS. Permits issued under this subsection may include conditions established by City Engineer in addition to the requirements needed to meet the

performance standards in section 8-1008 or a financial guarantee as provided for in Section 8-1012.

- (6) PERMIT DURATION. Permits issued under this section shall be valid from the date of issuance through the date the City Engineer, notifies the responsible party that all stormwater management practices have passed the final inspection required under sub. (4)(d).

8-1010 STORMWATER MANAGEMENT PLAN.

- (1) PLAN REQUIREMENTS. The stormwater management plan required by this section shall contain at a minimum the following information:
- (a) Name, address, and telephone number for the following or their designees: landowner; developer; project engineer for practice design and certification; person(s) responsible for installation of stormwater management practices; and person(s) responsible for maintenance of stormwater management practices prior to the transfer, if any, of maintenance responsibility to another party.
 - (b) A proper legal description of the property proposed to be developed, referenced to the U.S. Public Land Survey system or to block and lot numbers within a recorded land subdivision plat.
 - (c) Predevelopment site conditions, including:
 - 1. One or more site maps at a scale providing detail of at least 1 inch equals 20 feet. The site maps shall show the following: site location and legal property description; predominant soil types and hydrologic soil groups; existing cover type and condition; topographic contours of the site at a scale providing detail of at least 1 inch equals 20 feet; topography and drainage network including enough of the contiguous properties to show runoff patterns onto, through, and from the site; watercourses that may affect or be affected by runoff from the site; flow path and direction for all stormwater conveyance sections; watershed boundaries used in hydrology determinations to show compliance with performance standards; lakes, streams, wetlands, channels, ditches, and other watercourses on and immediately adjacent to the site; limits of the 100-year floodplain; location of wells and wellhead protection areas covering the project area and delineated pursuant to NR 811.16, Wis. Adm. Code.
 - 2. Hydrology and pollutant loading computations as needed to show compliance with performance standards. All major assumptions used in developing input parameters shall be clearly stated. The geographic areas used in making the calculations shall be clearly cross-referenced to the required map(s).
 - (d) Post-development site conditions, including:
 - 1. Explanation of the provisions to preserve and use natural topography and land cover features to minimize changes in peak flow runoff rates and volumes to surface waters and wetlands.

2. Explanation of any restrictions on stormwater management measures in the development area imposed by wellhead protection plans and ordinances.
 3. One or more site maps at a scale providing detail of at least 1 inch equals 20 feet showing the following: post-construction pervious areas including vegetative cover type and condition; impervious surfaces including all buildings, structures, and pavement; post-construction topographic contours of the site at a scale providing detail of at least 1 inch equals 20 feet; post-construction drainage network including enough of the contiguous properties to show runoff patterns onto, through, and from the site; locations and dimensions of drainage easements; locations of maintenance easements specified in the maintenance agreement; flow path and direction for all stormwater conveyance sections; location and type of all stormwater management conveyance and treatment practices, including the on-site and off-site tributary drainage area; location and type of conveyance system that will carry runoff from the drainage and treatment practices to the nearest adequate outlet such as a curbed street, storm drain, or natural drainage way; watershed boundaries used in hydrology and pollutant loading calculations and any changes to lakes, streams, wetlands, channels, ditches, and other watercourses on and immediately adjacent to the site.
 4. Hydrology and pollutant loading computations as needed to show compliance with performance standards. The computations shall be made for each discharge point in the development, and the geographic areas used in making the calculations shall be clearly cross-referenced to the required map(s).
 5. Results of investigations of soils and groundwater required for the placement and design of stormwater management measures. Detailed drawings including cross-sections and profiles of all permanent stormwater conveyance and treatment practices.
- (e) A description and installation schedule for the stormwater management practices needed to meet the performance standards in Section 8-1008.
- (f) A maintenance plan developed for the life of each stormwater management practice including the required maintenance activities and maintenance activity schedule.
- (g) Cost estimates for the construction, operation, and maintenance of each stormwater management practice.
- (h) Other information requested in writing by the City Engineer to determine compliance of the proposed stormwater management measures with the provisions of this ordinance.
- (i) All site investigations, plans, designs, computations, and drawings shall be certified by a professional engineer licensed in the State of Wisconsin to be

prepared in accordance with accepted engineering practice and requirements of this ordinance.

- (2) ALTERNATE REQUIREMENTS. The City Engineer, or his designee, may prescribe alternative submittal requirements for applicants seeking an exemption to on-site stormwater management performance standards under section 8-1008.

8-1011 MAINTENANCE AGREEMENT.

- (1) MAINTENANCE AGREEMENT REQUIRED. The maintenance agreement shall be an agreement between the City and the responsible party to provide for maintenance of stormwater practices beyond the duration period of the permit. The maintenance agreement shall be filed with the Rock County Register of Deeds as a property deed restriction so that it is binding upon all subsequent owners of the land served by the stormwater management practices.
- (2) AGREEMENT PROVISIONS. The maintenance agreement shall contain the following information and provisions and be consistent with the maintenance plan required by Section 8-1010:
 - (a) Identification of the stormwater facilities and designation of the drainage area served by the facilities.
 - (b) A schedule for regular maintenance of each aspect of the stormwater management system consistent with the stormwater management plan.
 - (c) Identification of the responsible party(ies), organization or city, county, town or village responsible for long term maintenance of the stormwater management practices identified in the stormwater management plan.
 - (d) Requirement that the responsible party(ies), organization, or City, County, town or village shall maintain stormwater management practices in accordance with the schedule included in par. (b).
 - (e) Authorization for the City Engineer to access the property to conduct inspections of stormwater management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.
 - (f) A requirement on the City Engineer to maintain public records of the results of the site inspections, to inform the responsible party responsible for maintenance of the inspection results, and to specifically indicate any corrective actions required to bring the stormwater management practice into proper working condition.
 - (g) Agreement that the party designated under par. (c) as responsible for long term maintenance of the stormwater management practices, shall be notified by the City Engineer of maintenance problems which require correction. The specified corrective actions shall be undertaken within a reasonable time frame as set by the City Engineer.
 - (h) Authorization of the City Engineer to perform the corrected actions identified in the inspection report if the responsible party designated under par. (c) does not make the required corrections in the specified time period. The costs of the work performed under this subsection by the City Engineer, plus interest at the rate authorized by City Council, shall be billed to the responsible party or recovered from the surety bond, cash escrow, or irrevocable letter of credit. In

the event a responsible party fails to pay the amount due, it shall be imposed as a special charge against real property pursuant to §66.0627, Wis. Stats, to the extent authorized by law. If the special charge is not paid within the time specified in the notice to the property owner, the delinquent special charge shall be entered on the tax roll for collection and settlement under Ch. 74, Wis. Stats.

8-1012 FINANCIAL GUARANTEE.

- (1) ESTABLISHMENT OF THE GUARANTEE. The City Engineer may require the submittal of a financial guarantee, the form and type of which shall be acceptable to the City Engineer. The financial guarantee shall be in an amount determined by the City Engineer to be the estimated cost of construction and the estimated cost of maintenance of the stormwater management practices during the period which the designated party in the maintenance agreement has maintenance responsibility. The financial guarantee shall give the City Engineer the authorization to use the funds to complete the stormwater management practices, if the responsible party defaults or does not properly implement the approved stormwater management plan, upon written notice to the responsible party by the City Engineer that the requirements of this ordinance have not been met.
- (2) CONDITIONS FOR RELEASE. Conditions for the release of the financial guarantee are as follows:
 - (a) The City Engineer shall release the portion of the financial guarantee established under this section, less any costs incurred by the City Engineer to complete installation of practices, upon submission of "as built plans" by a licensed professional engineer. The City Engineer may make provisions for a partial pro-rata release of the financial guarantee based on the completion of various development stages.
 - (b) The City Engineer shall release the portion of the financial guarantee established under this section to assure maintenance of stormwater practices, less any costs incurred by the City Engineer at such time that the responsibility for practice maintenance is passed on to another entity via an approved maintenance agreement.

8-1013 FEE SCHEDULE. The fees referred to in other sections of this ordinance shall be established by City Council resolution. A schedule of fees shall be available for inspection at the office of the City Engineer.

8-1014 ENFORCEMENT.

- (1) Any land disturbing construction activity or post-construction runoff initiated after the effective date of this ordinance by any person, firm, association, or corporation subject to the ordinance provisions shall be deemed a violation unless conducted in accordance with the requirements of this ordinance.
- (2) The City Engineer shall notify the responsible party by certified mail of any noncomplying land disturbing construction activity or post-construction runoff. The notice shall describe the nature of the violation, remedial actions needed, a schedule for remedial action, and additional enforcement action which may be taken.

- (3) Upon receipt of written notification from the City Engineer the responsible party shall correct work that does not comply with the stormwater management plan or other provisions of this permit. The responsible party shall make corrections as necessary to meet the specifications and schedule set forth by the City Engineer in the notice.
- (4) If the violations to a permit issued pursuant to this ordinance are likely to result in damage to properties, public facilities, or waters of the state, the City Engineer may enter the land and take emergency actions necessary to prevent such damage. The costs incurred by the City Engineer plus interest and legal costs shall be billed to the responsible party. In the event a responsible party fails to pay the amount due, it shall be imposed as a special charge against real property pursuant to §66.0627, Wis. Stats, to the extent authorized by law. If the special charge is not paid within the time specified in the notice to the property owner, the delinquent special charge shall be entered on the tax roll for collection and settlement under Ch. 74, Wis. Stats.
- (5) The City Engineer is authorized to post a stop work order on all land disturbing construction activity that is in violation of this ordinance, or to request the City Attorney to obtain a cease and desist order in any court with jurisdiction.
- (6) The City Engineer may revoke a permit issued under this ordinance for noncompliance with ordinance provisions.
- (7) Any permit revocation, stop work order, or cease and desist order shall remain in effect unless retracted by the City Engineer or by a court with jurisdiction.
- (8) The City Engineer is authorized to refer any violation of this ordinance, or of a stop work order or cease and desist order issued pursuant to this ordinance, to the City Attorney for the commencement of further legal proceedings in any court with jurisdiction.
- (9) Any person, firm, association, or corporation who does not comply with the provisions of this ordinance shall be subject to a forfeiture as provided in §25.04 of Code of General Ordinances for the City of Beloit. Each day that the violation exists shall constitute a separate offense.
- (10) Compliance with the provisions of this ordinance may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctive proceedings.
- (11) When the City Engineer determines that the holder of a permit issued pursuant to this ordinance has failed to follow practices set forth in the stormwater management plan, or has failed to comply with schedules set forth in said stormwater management plan, the City Engineer may enter upon the land and perform the work or other operations necessary to bring the condition of said lands into conformance with requirements of the approved plan. The City Engineer shall keep a detailed accounting of the costs and expenses of performing this work. These costs and expenses shall be deducted from any financial security posted pursuant to Section 8-1012 of this ordinance. Where such a security has not been established, or where such a security is insufficient to cover these

costs, the costs and expenses shall be imposed as a special charge against real property pursuant to §66.0627, Wis. Stats, to the extent authorized by law. If the special charge is not paid within the time specified in the notice to the property owner, the delinquent special charge shall be entered on the tax roll for collection and settlement under Ch. 74, Wis. Stats.

8-1015 APPEALS.

- (1) **BOARD OF APPEALS.** The Board of Appeals, created pursuant to §1.77 of the Code of General Ordinances of the City of Beloit pursuant to §62.23(7)(e), Wis. Stats., shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the City Engineer in administering this ordinance. The Board shall also use the rules, procedures, duties, and powers authorized by statute in hearing and deciding appeals. Upon appeal, the Board may authorize variances from the provisions of this ordinance pursuant to Section 2-900 of this Chapter 19, Zoning Code that are not contrary to the public interest, and where owing to special conditions a literal enforcement of the ordinance will result in unnecessary hardship.
- (2) **WHO MAY APPEAL.** Appeals to the Board of Appeals may be taken by any aggrieved person, officer, department, or board of the City affected by any decision of the City Engineer.

8-1016 SEVERABILITY. If any section, clause, provision or portion of this ordinance is judged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall remain in force and not be affected by such judgment.

Section 3. Section 2-803 of the Zoning Ordinance, Chapter 19 of the Code of General Ordinances of the City of Beloit, is hereby amended to read as follows:

2-803 **ISSUANCE.** No Certificate of Occupancy for a building, or portion thereof, constructed after September 26, 2001, shall be issued until construction has been completed and the premises inspected and certified by the Zoning Officer to be in compliance with the plans and specifications upon which the Zoning Certificate was based. No Certificate of Occupancy for a building, or addition thereto, constructed after September 26, 2001, shall be issued and no addition to a previously existing building shall be occupied until the premises have been inspected and certified by the Zoning Officer to be in compliance with all the applicable standards of the zoning district in which it is located. Pending the issuance of a regular Certificate of Occupancy, a Temporary Certificate of Occupancy may be issued. Such temporary certificate shall be valid for a period not to exceed 6 months from its date during the completion of any addition or during partial occupancy of the premises. A temporary certificate shall not be issued unless and until any maintenance agreement required under 8-1011 of this Chapter is filed and recorded with the Rock County Register of Deeds. If a Certificate of Occupancy is not issued, the Zoning Officer shall give written notice to the applicant stating the reasons why a Certificate of Occupancy cannot be issued. Occupancy Certificates or letter of denial shall be issued not later than 14 days after the Zoning Officer is notified in writing that the building or premises are ready for occupancy.

Section 4. This ordinance shall be in force and take effect upon passage and publication.

Adopted this _____ day of April, 2016.

CITY COUNCIL OF THE CITY OF БЕЛОIT

By: _____
Charles M. Haynes, Council President

ATTEST:

By: _____
Lorena Rae Stottler, City Clerk

PUBLISHED: _____

EFFECTIVE DATE: _____

01-611100-5231- _____

tdh/ordinances/19.8-900 and 8-1000, 19.2-803 = ORD 160312 (15-1186)

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Ordinance Relating to Detached Accessory Buildings for Garbage & Recycling Container Storage – Council Referral to the Plan Commission

Date: March 21, 2016

Presenter: Julie Christensen

Department: Community Development

Overview/Background Information:

The attached Ordinance is to amend Section 6.3.4(d) of the Zoning Ordinance relating to detached accessory buildings for garbage & recycling container storage.

Key Issues (maximum of 5):

- The current Zoning Ordinance allows single- and two-family properties to have up to two detached accessory buildings such as sheds or garages. The total area of all detached accessory buildings is limited to 720 square feet or 10% of the lot area, whichever is greater.
- Each detached accessory building may be up to 1,200 square feet in area, provided the 720 square-foot or 10% standard above is met. A typical two-stall detached garage is 24' by 24' or 576 square feet.
- City staff initiated the attached Ordinance in anticipation of storage issues resulting from the increased size of the new automated collection trash & recycling containers and the storage space constraints faced by many homeowners, who must store the new containers out of public view.
- The attached Ordinance will allow homeowners to construct a third detached building not exceeding 40 square feet in area per unit, provided said building is designed and used exclusively to store the new automated collection trash & recycling containers.
- All of the existing regulations that apply to detached accessory buildings including setbacks, separation, and height restrictions remain in effect.

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

- Consideration of this request supports Strategic Goal #5.

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

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

Action required/Recommendation:

- Referral to the Plan Commission for the March 23, 2016 meeting
- This item will most likely return to the City Council for a public hearing and possible action on April 4, 2016

Fiscal Note/Budget Impact: N/A

Attachments: Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 6.3.4(d) OF THE ZONING ORDINANCE, CHAPTER 19 OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF БЕЛОIT RELATING TO DETACHED ACCESSORY BUILDINGS FOR GARBAGE AND RECYCLING STORAGE

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

Section 1. Section 6.3.4(d) of the Zoning Ordinance, Chapter 19 of the Code of General Ordinances of the City of Beloit, is hereby amended as follows:

- “d. Garages for Single-Family and Two-Family Residences. Single-family and two-family residences may have attached garages not exceeding 865 square feet or 33 percent of the floor area of the principal structure, whichever is greater. In addition to any attached accessory garage, single-family and two-family residences may have no more than 2 detached accessory buildings on a zoning lot. In addition to any attached garage and 2 detached accessory buildings, single-family and two-family residences may have a detached accessory building not exceeding 40 square feet in area per unit if said building is designed and used exclusively for the storage of City-issued garbage and recyclable materials collection carts. The total area of all detached accessory buildings may not exceed 720 square feet or 10 percent of the zoning lot area, whichever is greater. Also, in no instance may any single detached accessory building for a single-family or two-family residence exceed 1,200 square feet in area. Indoor pools, greenhouses and enclosed porches shall be considered living space if attached to the principal structure. However, if these buildings are detached then they shall be considered accessory buildings. If a single-family or two-family residence has an existing or proposed front-yard setback greater than the required minimum setback of this chapter, then a detached garage or accessory building may not be located closer to the front lot line than the existing residence or 100 feet whichever is less.”

Section 2. This ordinance shall be in force and take effect on June 6, 2016

Adopted this _____ day of April, 2016.

BELOIT CITY COUNCIL

By: _____
Charles M. Haynes, Council President

ATTEST:

By: _____
Lorena Rae Stottler, City Clerk

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

tdh/ordinances/19.6.3.4(d) = ORD 160312 (15-1117)

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Conditional Use Permit Application for property located at 549 Shirland Avenue – Council Referral to the Plan Commission

Date: March 21, 2016

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

Anabel Salgado has filed an application for a Conditional Use Permit to allow the operation of a fitness studio in an R-1B, Single-Family Residential District, for the property located at 549 Shirland Avenue in the City of Beloit.

Key Issues:

- The applicant is seeking permission to hold fitness classes in the garage attached to the commercial building.
- A clothing store currently occupies space in the commercial building on the subject property and is a legal non-conforming use.
- According to Section 9.2.1 of the Zoning Code (Chapter 19), a legal non-conforming use may be changed to a different non-conforming use if granted by the City Council in accordance with the conditional use procedures.
 - The opening of a new business constitutes a change in the non-conforming use for the property and therefore requires the applicant to obtain a Conditional Use Permit.
- A Location & Zoning Map and the application are attached.

Conformance to Strategic Plan:

- Consideration of this request supports Strategic Goal #5.

Sustainability:

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

Action required/Recommendation:

- Referral to the Plan Commission for the March 23, 2016 meeting.
- This item will most likely return to the City Council for a public hearing and possible action on April 4, 2016.

Fiscal Note/Budget Impact: N/A

Attachments: Zoning and Location Map, Application

CITY of BELOIT

Planning and Building Services Division

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

Conditional Use Permit Application

(Please Type or Print)

File Number: _____

1. Address of subject property: 549 Shirland Avenue, Beloit, WI 53511

2. Legal description: see attached

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

Property dimensions are: 182 feet by 132 feet = 28,006 square feet.

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

3. Tax Parcel Number(s): 1355-0275, 1355-0440, 1355-0275

4. Owner of record: Anabel Salgado Phone: (608) 362-3553

103 8th St., Beloit, WI 53511

(Address)

(City)

(State)

(Zip)

5. Applicant's Name: Anabel Salgado

103 8th St., Beloit, WI 53511

(Address)

(City)

(State)

(Zip)

(608) 362-3553

(Office Phone #)

/ (Cell Phone #)

/ (E-mail Address)

6. All existing use(s) on this property are: Residential and clothing store

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

A Conditional Use Permit for: 549 Shirland Avenue

_____ in a(n) K-1B Zoning District.

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

Principal use: clothing store (already permitted)

Secondary use: Zumba exercise classes one hour per day with maximum

10 people, located in garage attached to the clothing store building

Accessory use: _____ AM

9. Project timetable: Start date: _____ Completion date: _____

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

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

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

Anabel Salgado / Anabel Salgado / 2/25/16
(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 Planning and Building Services Division for acceptance by the filing deadline date prior to a scheduled Plan Commission meeting.

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

To be completed by Planning Staff	
Filing fee: \$275.00	Amount paid: <u>275</u> Meeting date: <u>March 23 (PL), April 7 (CC)</u>
No. of notices: _____	x mailing cost (\$0.50) = cost of mailing notices: \$ _____
Application accepted by: <u>AKM</u>	Date: <u>2/26/16</u>

RESOLUTION
AWARDING PUBLIC WORKS CONTRACT C16-12
Broad Street Bridge Deck Repairs

WHEREAS, on March 10, 2016, six competitive bids were received, the low bid being from Concrete Structures, Inc.; and

WHEREAS, Concrete Structures, Inc. is a qualified bidder.

THEREFORE, BE IT RESOLVED that Public Works Contract C16-12, Broad Street Bridge Deck Repairs, is hereby awarded to Concrete Structures, Inc., Janesville, WI, in the following amounts:

Concrete Structures, Inc.
3006 Bond Pl.
Janesville, WI, 53548-3218

Base Bid	\$ 69,000.00
Allowance for Change Orders and/or Extra Work	\$ 10,000.00
TOTAL PROJECT COST	\$ 79,000.00

BE IT FURTHER RESOLVED that the amount of \$79,000.00 is hereby funded as follows:

P290 1492 - 5514-2016	Broad Street Bridge Deck Repairs	\$ 79,000.00
TOTAL		\$ 79,000.00

Dated at Beloit, Wisconsin this 21st day of March, 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: Award of Contract C16-12, Broad Street Bridge Deck Repairs

Date: March 21, 2016

Presenter(s): Greg Boysen P.E., Public Works Director **Department(s):** Public Works/ Engineering

Overview/Background Information:

This project will apply partial depth concrete repairs to spalled areas on the east bridge, sidewalk and curb.

Key Issues (maximum of 5):

1. Six bids were received for this project. The low bid of \$ 69,000.00 was from Concrete Structures, Inc. and is 16.0% more than the engineer's estimate of \$ 59,500.00.
 2. Concrete Structures, Inc. is considered a responsible bidder for this project.
 3. The costs for this project are as follows: \$ 69,000.00 for construction, \$ 10,000.00 for Change Orders or extra work, for a total of \$ 79,000.00.
-

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

1. **Develop a high quality community through the responsible stewardship and enhancement of City resources to further Beloit's resurgence as a gem of the Rock River Valley.**

This project will extend the service life of the Broad Street Bridge.

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

- **Reduce dependence upon fossil fuels**
n/a
 - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
n/a
 - **Reduce dependence on activities that harm life sustaining eco-systems**
n/a
 - **Meet the hierarchy of present and future human needs fairly and efficiently**
The repaired bridge meets the present and future human needs by providing safe means to cross the Rock River.
-

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

Action required/Recommendation:


The Engineering Division recommends awarding this Public Works Contract to Concrete Structures, Inc. in the amount of \$ 69,000.00.

Fiscal Note/Budget Impact:

The needed \$79,000 for this project is available from the \$80,000.00 2016 CIP Budget for this project.

CITY OF BELOIT

DEPARTMENTAL CORRESPONDENCE

TO: Mike Flesch
FROM: Andy Hill, Project Engineer 
DATE: March 10, 2016
SUBJECT: Bid Results for Contract C16-12
Broad Street Bridge Deck Repairs

Pursuant to advertisements placed February 24 and March 2, bids were received until 3:15 PM on March 10 for the Broad Street Bridge Deck Repairs. A tabulation of bids is attached.

Six bids were received for this project as follows:

1. Concrete Structures, Inc.	Janesville, WI	\$ 69,000.00
*Low		
Engineer's Estimate		\$ 59,500.00
2. American Pavement Solutions	Green Bay, WI	\$ 88,250.00
3. Zenith Tech. Inc.	Waukesha, WI	\$ 89,125.00
4. Norcon Corp.	Weston, WI	\$ 93,040.00
5. Marvin Gleason Contractor, Inc.	Franksville, WI	\$ 94,525.00
6. NuGen Johnson, LLC	Sussex, WI	\$ 102,504.00

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

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

COSTS

Concrete Structures, Inc.	\$ 69,000.00
Allowance for Change Orders and/or Extra Work	\$ 10,000.00
TOTAL PROJECT COST	\$ 79,000.00

PROJECT INFORMATION

This project will apply partial depth concrete repairs to spalled areas on the east bridge, sidewalk and curb.

**Tabulation of Bids
Contract C16-12
Broad Street Bridge Deck Repairs
Bids Opened March 10, 3:15 PM**

Item No.	Bid Item Description	Quantity	Unit	Engineer's Estimate	
				Price	Extended
1	MOBILIZATION	1	LS	\$10,000.00	\$10,000.00
2	TRAFFIC CONTROL	1	LS	\$7,500.00	\$7,500.00
3	PARTIAL DEPTH DECK REPAIRS	1,500	SF	\$28.00	\$42,000.00
Total Proposal					\$59,500.00

Concrete Structures, Inc. Janesville, WI		American Pavement Solutions Green Bay, WI	
Price	Extended	Price	Extended
\$19,000.00	\$19,000.00	\$5,000.00	\$5,000.00
\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00
\$30.00	\$45,000.00	\$47.50	\$71,250.00
\$69,000.00		\$88,250.00	

Zenith Tech. Inc. Waukesha, WI		Norcon Corp. Weston, WI	
Price	Extended	Price	Extended
\$10,500.00	\$10,500.00	\$19,500.00	\$19,500.00
\$2,500.00	\$2,500.00	\$12,040.00	\$12,040.00
\$50.75	\$76,125.00	\$41.00	\$61,500.00
\$89,125.00		\$93,040.00	

Marvin Gleason Contractor, Inc. Franksville, WI		NuGen Johnson, LLC Sussex, WI	
Price	Extended	Price	Extended
\$4,500.00	\$4,500.00	\$31,604.00	\$31,604.00
\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
\$53.35	\$80,025.00	\$40.60	\$60,900.00
\$94,525.00		\$102,504.00	

RESOLUTION
AUTHORIZING FINAL PAYMENT OF PUBLIC WORKS CONTRACT C15-21
Rock River Bank Armoring

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

WHEREAS, This project installed Rip Rap along the west bank of the Rock River from the dam to Liberty Avenue; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Beloit City Council that Bjoin Limestone, Inc. be paid \$58,973.06 as the final payment for Public Works Contract C15-21 Rock River Bank Armoring as recommended by the City Engineer.

Dated at Beloit, Wisconsin, this 21st day of March 2016.

BELOIT CITY COUNCIL

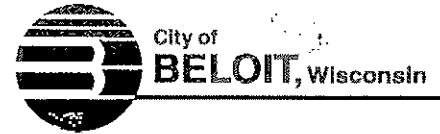
Charles M. Haynes, President

ATTEST:

Lorena Rae Stottler, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Final Payment for Contract C15-21, Rock River Bank Armoring

Date: March 21, 2016

Presenter(s): Gregory Boysen

Department(s): Public Works/ Engineering

Overview/Background Information:

This project installed Rip Rap along the west bank of the Rock River from the dam to Liberty Avenue

Key Issues (maximum of 5):

1. The requirements of the contract have been completed to the satisfaction of the City.
2. The awarded contract amount was \$ 231,231.50
Quantity increases and change orders \$ 45,150.14
Net payment due contractor \$ 276,381.64
3. The City Engineer, City Attorney, and Director of Accounting recommend that a final payment be made to Bjoin Limestone, Inc. in the amount of \$58,973.06

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

1. **Develop a high quality community through the responsible stewardship and enhancement of City resources to further Beloit's resurgence as a gem of the Rock River Valley.**
 - This project enhances the quality of life in Beloit by stabilizing the riverbank in Riverside Park West.

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

- **Reduce dependence upon fossil fuels**
n/a
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
n/a
- **Reduce dependence on activities that harm life sustaining eco-systems**
n/a
- **Meet the hierarchy of present and future human needs fairly and efficiently**
The stabilized riverbank meets the present and future human needs by preserving the parklands and preventing erosion.

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

Action required/Recommendation:


Approval of the Resolution authorizing the Final Payment.

Fiscal Note/Budget Impact:

Funding is available from the Community Development Block Grant - Emergency Assistance Program.

CITY OF BELOIT
DEPARTMENTAL CORRESPONDENCE

TO: Mike Flesch

FROM: Andy Hill, Project Engineer 

DATE: February 15, 2016

SUBJECT: Final Payment Contract C15-21
Rock River Bank Armoring


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

The original contract amount was for \$231,231.50, and the final contract amount is \$276,381.64. The increase in cost was primarily due to the use of more rip rap than anticipated for the toe anchor because some of the stone rolled to the bottom of the river. Payments to date under this contract total \$217,408.58, and all lien waivers from subcontractors are on file.

Therefore, I recommend a final payment in the amount of \$58,973.06 be made to Bjoin Limestone, Inc.

CITY OF BELOIT
DEPARTMENTAL CORRESPONDENCE

TO: Andy Hill, Project Engineer

FROM: Elizabeth A. Krueger, City Attorney 

DATE: February 22, 2016

SUBJECT: **Final Payment Public Works Contract C15-21**
Bjoin Limestone, Inc.
Rock River Bank Armoring

I have reviewed the materials you sent over for final payment approval on the above contract. Everything appears in order and you may process the matter in your normal fashion.

/tdh
encs.

CITY OF БЕЛОIT



REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Automation of Solid Waste Collection – Ordinance amendments to various sections of the Municipal Code and Fee Resolution

Date: March 21, 2016

Presenter: Chris Walsh

Department: Public Works- Operations

Overview/Background Information:

Beginning on June 6, 2016, the city is overhauling and changing its solid waste management program in order to implement automated trash and recycling collection. This overhaul required a number of changes to the existing Municipal Code provisions that regulate solid waste and ancillary issues related to solid waste storage, maintenance and management.

As part of the automation, the city will provide for the rental of small dumpsters. The proposed fee for such rentals and a listing of all of the current fees related to solid waste collection are included in the fee resolution.

Solid Waste staff has been conducting public information sessions throughout the city to educate residents about the new program and to respond to any questions or concerns. Additional information about the transition to the automated collection program is available at <http://www.automatebeloit.com>.

Key Issues:

1. Chapter 17 was completely rewritten. The repeal and recreate of this Chapter provides clear direction to the city residents about the new automation of collection and associated regulations related to the storage, management and collection of solid waste.
 2. Various provisions of Chapter 7 were changed to update references to Chapter 17 and to address those provisions within Chapter 7 that relate to the storage and maintenance of solid waste containers.
 3. In companion legislation, the city will address detached accessory structures/buildings for solid waste containers.
 4. Public education sessions have been held throughout the city for the last several weeks to provide information and respond to questions and concerns of residents.
-

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

Transitioning from manual to automated collection within solid waste supports and focuses on sustainable stewardship. The program promotes recycling while at the same time emphasizes waste reduction throughout the community. Furthermore, reducing fuel usage reduces our carbon footprint.

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**
A reduction of 4 diesel trucks will reduce fuel needs for solid waste and improve the cities fleet rating with the Wisconsin Smart Fleet Program.
 - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
A reduction in fleet emissions is expected through the implementation of the solid waste program.
 - **Reduce dependence on activities that harm life sustaining eco-systems**
The program is expected to increase the recycling collected, reducing the amount of trash landfilled.
 - **Meet the hierarchy of present and future human needs fairly and efficiently**
The automation program meets the needs of our residents with efficiency and convenience.
-

Action required/Recommendation:

Staff recommends approval of the proposed ordinances and fee resolution.

Fiscal Note/Budget Impact:

The City is proposing a fee for the rental of small dumpsters. All other fees will remain the same. The conversion to an automated program will provide stability to the solid waste fund.

Attachments:

Proposed ordinance, fee resolution

20160312 (15-1117)

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 17 OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF БЕЛОIT PERTAINING TO THE REGULATION OF SOLID WASTE

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

Section 1. Chapter 17 of the Code of General Ordinances is hereby repealed and recreated as follows:

“Chapter 17 – REGULATION OF SOLID WASTE

ARTICLE I. IN GENERAL

17.01 DECLARATION OF POLICY

It is hereby declared to be the purpose and intent of this chapter to enhance and improve the environment and promote the health, safety and welfare of the City by establishing minimum standards for the storage, collection, transport, processing, separation, recovery and disposal of solid waste.

17.02 AUTHORITY

This chapter is adopted as authorized under §287.09, Wis. Stats. and Wis. Admin. Code NR 544.04(2).

17.03 INTERPRETATION

In their interpretation and application, the provisions of this chapter shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by the state statutes. Where any terms or requirements of this chapter may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this chapter is required by state statutes or by a standard in Wisconsin Administrative Code NR 544, and where the chapter provision is unclear, the provision shall be interpreted in light of the state statutes and the Wis. Admin. Code NR 544 standards in effect on the date of the adoption of the ordinance from which this chapter is derived, or in effect on the date of the most recent text amendment to this chapter.

17.04 APPLICABILITY

The requirements of this chapter shall apply to any person residing in, doing business in or acting or omitting to act in any manner which is regulated, mandated or proscribed herein, within the corporate limits of the City.

17.05 ADMINISTRATION

Solid waste management within the City is under the supervision, direction and control of the Department of Public Works. The Public Works Director, or his/her designated agent(s), shall be responsible for the administrative management of this chapter and enforcement of those aspects of the chapter relating to the protection of the public health, safety and welfare and protection of the environment.

17.06 SPECIAL REVENUE FUND

There is hereby established in the financial books of the City a special revenue fund to receive all revenues generated by fees, grants and sales under Chapter 17. The special revenue fund shall be used solely for the purpose of paying expenses incurred by the City for solid waste management, including recycling.

17.07 DEFINITIONS

The following words, terms, phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Antifreeze. A substance used in the radiator of a motor vehicle to prevent freezing.

Boxboard. Paperboard used for making boxes or cartons, but not "cardboard".

Brush. Woody vegetation not greater than 4 feet long and 4 inches in diameter.

Bulky Material. A solid waste item which is too large to fit into a collection cart. Bulky material includes, but is not limited to, glass mirrors, china hutches and buffets, counter-tops, cabinets, pool tables, game tables, work benches, couches, hide-a-beds, love seats, chairs, dressers, chests of drawers, toilets, cribs, doors, window frames, door frames, pianos, organs, liquor cabinets, desks, pinball machines, mattresses, box springs, entertainment centers, dog houses, wood fencing, lawn mowers (provided the gas tank and battery are removed), exercise equipment and windows.

Cardboard. Heavy duty kraft paper packaging material with a corrugated medium between 2 flat paper liners. Commonly called "corrugated cardboard".

Collection. The act of removing solid waste from a storage area at the source of generation.

Composting. Controlled biological reduction of organic wastes to humus.

Compostable Materials. Leaves, grass clippings and garden debris.

Curb. The back edge of the curb and gutter along a paved street or where one would be if the street was paved and had a curb and gutter.

Disposal. The orderly process of discarding unwanted material.

Dwelling Unit. One or more rooms containing cooking, living, sanitary and sleeping facilities and arranged for the use of one or more individuals living together as a single housekeeping unit.

Electronic Device. A device that requires electric current or electromagnetic fields to function and that contains a circuit board.

Electronic Waste ("E-waste"). Any unwanted electronic device including, computers, printers, multi-function copier/scanner/fax machines, video display devices (televisions, computer monitors, laptop computers), computer peripherals (keyboards, mice, webcams, speakers, external CD/DVD drives, flash drives, etc.), fax machines, video cassette recorders (VCRs), digital video players/recorders, phones with video displays.

Garbage. Any refuse accumulation of animal, fruit or vegetable matter, liquid or solid that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables, including that from houses, butcher shops and similar establishments and including in both cases natural content of moisture. Any combination of garbage and refuse shall always be deemed to be garbage for the purpose of licensing under this chapter.

Glass. Brown, green and clear glass bottles, jars and containers and does not include window glass, drinking glasses, light bulbs or other noncontainer glass.

Hauler. A person who collects, transports or disposes of solid waste in compliance with this chapter and Chapter 287, Wis. Stats.

Hazardous Waste. Includes, but is not limited to, pathological waste, explosive waste, pesticides, toxic or radioactive material and:

1. Hazardous waste as defined by §291.01, Wis. Stats., and identified as a hazardous waste in Chapter NR 605, Wis. Adm. Code; and
2. Solid, semi-solid, liquid or gaseous waste which, because of its quality, concentration or physical, chemical or infectious characteristics, may cause, or significantly contribute to, an increase in serious irreversible or incapacitating reversible illness or pose a substantial present or potential hazard to human health or the environment; and
3. Substances presently or hereafter identified as hazardous waste by the Wisconsin Department of Natural Resources (DNR) or United States Environmental Protection Agency (EPA).

Lead Acid Batteries. Automotive and similar type batteries that are comprised of lead plates with an acid electrolyte.

Litter. Solid waste scattered about in a careless manner, usually rubbish.

Metal. Tin-coated steel, bimetal, and aluminum cans used for food and other nonhazardous materials, including empty aerosol cans.

Newspaper. Paper containing newsprint including advertising inserts.

Nonrecyclable. Solid waste which is not defined as recyclable.

Nonresidential. An agricultural, commercial, industrial or institutional establishment or multifamily building with five or more dwelling units or mobile home park. Churches, schools, day care centers, fraternal, veterans, religious, charitable, patriotic or philanthropic organizations, nursing homes, home occupations, and farming and garden operations are considered nonresidential units under this definition.

Nonresidential solid waste. Solid waste from agricultural, commercial industrial, or institutional activities or a building or group of buildings consisting of five or more dwelling units.

Other Paper. Magazines, paperback books, phone books, catalogs, junk mail, greeting cards and gift wrap.

Person. Any individual, corporation, limited liability company, partnership, limited liability partnership, association, or other organization, local governmental unit (as defined in §66.0131(1), Wis. Stats.), State agency or authority or federal agency.

Plastic Container. An individual, separate, rigid plastic bottle, can, jar or carton that is originally used to contain a product that is the subject of retail sale labelled with an SPI code of #1 through #7.

Post-consumer waste. Solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in §144.61(5), Wisconsin Statutes, waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in §144.44(7)(a)1, Wisconsin Statutes.

Preparation Standards. Criteria provided establishing acceptable good faith limits for introduction of materials into the recycling program.

Recycling. The reuse or reprocessing of solid waste so as to save energy and/or landfill space and/or other disposal costs.

Recyclable Material or Recyclable or Recyclable Waste. Solid waste material that can be remanufactured into usable products meeting preparation standards and for which there is a market and/or short-term storage facility available, including antifreeze, newspaper, other paper, boxboard, cardboard, glass container, metal can, plastic container, tire, waste oil, lead-acid battery, major appliance, electronic waste, and such other item as the City may, from time to time, designate as recyclable.

Refuse. Discarded, relatively dry, miscellaneous materials, comprising chiefly of wood, paper, rags, excelsior, straw, leather, boxes, sweepings from buildings and similar discarded articles of combustible and noncombustible nature.

Resident. For the purposes of this chapter, means a bona fide occupant of a dwelling unit as defined herein and located within the corporate limits of the City.

Residential. A single family dwelling, duplex, or a residential building with fewer than five dwelling units.

Residential waste. All solid waste that normally originates in a residential environment from residential dwelling units.

Rubbish. The portion of solid waste consisting of food scraps, rags, cloth, leather, rubber, and other combustibles and metals, certain glass, ceramics, porcelain, and crockery which are not defined as recyclable material.

Shrubbery. See "Brush" above.

Solid Waste. Garbage, recyclable material, rubbish and other unwanted or discarded material in a solid or semisolid state, including, but not limited to, recyclable material, garbage, ashes, refuse, rubbish, yard waste, white goods and bulky material.

SPI Code Number (SPI Code #). A resin identification code number assigned to a product by the Society of Plastics Industry Symbols.

Storage. Safe, environmentally sound short-term containment of materials and for recyclables shall involve preserving materials in a condition meeting preparation standards.

Storage Area. Area where persons place containers during noncollection days as well as areas where containers are set out on collection day.

White Goods. An air-conditioner, clothes dryer, clothes washer, dehumidifier, dishwasher, freezer, furnace, microwave oven, oven, range, refrigerator, stove, trash compactor, water heater, metal water softener, wood stove or any other item commonly referred to as a major appliance.

Yard Waste. Leaves, grass clippings, yard and garden debris, including clean woody vegetative material no greater than four inches in diameter and holiday trees, but does not include tree stumps, extensive root systems or shrubs with intact root balls.

17.08 DUTY TO KEEP PUBLIC PROPERTY FREE OF GARBAGE, REFUSE AND DEBRIS

It shall be unlawful for any person to place, throw, leave or permit to remain any rubbish, paper, waste, debris or garbage upon any street, gutter, sidewalk, alley, park or other public ground and it shall be the duty of each and every owner or occupant of any real property to clear any such rubbish from all adjacent streets, gutters, sidewalks, ditches or alleys.

17.09 LITTERING PROHIBITED

All loose papers or other light materials so deposited, left or scattered so that they may be blown away or scattered about in the City are declared to be a public nuisance and a danger to the City; and no such papers or other light materials shall be swept, thrown out, deposited or left loose so that they may be blown away or scattered about the City.

17.10 DUMPING PROHIBITED

- (1) No person shall deposit or cause to be deposited in or on any public street, water, or grounds, or in any other place, any dead animal, garbage, refuse, recyclable material, or any substance or material that will tend to contaminate or litter the area, or to create a strong odor or stench, or endanger public health. This section shall not apply to a sprinkling of clean sand or salt upon icy sidewalks, nor to the deposit on the person's own premises of refuse containers for collection.
- (2) No person shall deposit or cause to be deposited in or near any private dumpster, trash cart or can, recycling container, or other private trash receptacle, any refuse, garbage, recyclable material, or other items without the consent of the owner, designated agent or authorized user of such dumpster, trash can, trash receptacle or recycling container.
- (3) No person shall deposit or cause to be deposited in or near any City owned or leased dumpster, trash cart or can, recycling container, or other City trash or recycling receptacle, any refuse, garbage, recyclable material, or other items; except such garbage as normally generated during the usual use of a City building, park, or other facility may be placed in trash or recycling receptacles provided for such waste.
- (4) No person shall deposit or cause to be deposited in or near any City owned waste site any refuse, garbage, recyclable material or other items not designated as acceptable materials at that site by the Public Works Director.

17.11 REFUSE FROM OUTSIDE THE CITY

It is unlawful for any person to place, deposit, or cause to be placed or deposited for collection any waste or refuse not generated within the corporate limits of the City.

17.12 COLLECTION AND OWNERSHIP

No person, except a hauler holding a valid City hauler's permit, law enforcement personnel and authorized employees of the City, shall collect or remove or cause to be collected or removed or otherwise meddle or tamper with any item which has been deposited or placed curbside or streetside for collection. Any and each collection or removal by an unauthorized person shall constitute a separate and distinct offense punishable as provided in this chapter.

17.13 DISPOSAL OF SOLID WASTE

Solid waste, including recyclable material, shall be deposited at a processing or solid waste facility approved and designated by the City and complying with all requirements of the applicable State solid waste management laws and regulations.

Sections 17.14 - 17.20 Reserved.

ARTICLE II. COLLECTION AND DISPOSAL

17.21 RESPONSIBILITY FOR ADMINISTRATION; REGULATIONS AUTHORIZED

The Public Works Director or his or her designee shall have the supervision and control of collection, removal and disposal of solid waste in the City. The Public Works Director shall prepare, promulgate and enforce such additional rules, regulations and conditions not inconsistent with this chapter, as may be deemed necessary for the collection and disposal of solid waste. Such additional rules, regulations and conditions shall be in writing and filed with the City Clerk.

17.22 MANDATORY SEPARATION AND COLLECTION OF RECYCLABLES.

- (1) The City Council finds that it is appropriate to participate in an integrated waste reduction and mandatory recycling program in order to conserve available local landfill capacity. The City Council further finds that it is appropriate to participate in both local and statewide recycling programs in order to conserve energy, recycle valuable resources and protect the public health, welfare and the environment.
- (2) All persons who generate solid waste within the corporate limits of the City shall be required to separate recyclable material from all other solid waste.

17.23 COLLECTION OF SOLID WASTE

- (1) **RESIDENTIAL.** The City shall provide for the collection of all solid waste, including recyclable material, from all residential properties in the corporate limits of the City. Owners and/or occupants of residential properties shall be required to use the collection and disposal services provided by the City and shall be required to prepare and place solid waste, including recyclable materials, for collection as required by this chapter.
- (2) **NONRESIDENTIAL.** Unless expressly permitted by this chapter, nonresidential properties shall be required to provide for the collection and proper disposal of solid waste and recyclable materials. Owners and/or occupants of nonresidential properties shall arrange for the collection of refuse and recyclables with private collection firms that are permitted by the City in accordance with all applicable provisions of this chapter.
- (3) The Public Works Director may grant exceptions to allow or require owners and/or occupants of nonresidential properties to use City solid waste collection under the terms and conditions prescribed.

17.24 COLLECTION CARTS REQUIRED FOR CITY COLLECTION

- (1) **COLLECTION CARTS REQUIRED.**
 - (a) Garbage Cart. Garbage containers shall be authorized collection carts specified and owned by the City. One approved cart shall be assigned to each residential dwelling unit and those nonresidential properties as authorized by the Director of Public Works.
 - (b) Recyclable Materials Cart. Recyclable materials containers shall be authorized collection carts specified and owned by the City. One approved cart shall be assigned to each residential dwelling unit and those nonresidential properties as authorized by the Director of Public Works.

- (2) **MAINTENANCE OF COLLECTION CART.** Collection carts shall be maintained in a nuisance-free and odor-free condition and in good repair. The owner and/or occupant at each location that an approved collection cart is assigned shall be responsible for maintaining the specific cart assigned in a nuisance-free and odor-free condition and in functional condition for continued garbage and recyclable materials pick up. Collection carts that fail to comply with this chapter or rules promulgated by the Public Works Director may not be picked up.
- (3) **REPAIR AND REPLACEMENT.** The City will replace or repair any container damaged by its collection service. Lost, damaged, or destroyed collection carts due to neglect, misuse or disposing of unauthorized material will result in replacement of collection cart by the City for a fee as established by City council resolution.
- (4) **ADDITIONAL COLLECTION CART.** A second collection cart may be distributed, at the discretion of and under such terms and conditions that the Public Works Director prescribes, when the need is demonstrated by the volume of garbage or recyclable materials generated on the premises.

17.25 COLLECTION TIMING, LIMITS AND FREQUENCY

- (1) **GARBAGE COLLECTION.** The Public Works Director shall establish and publish a schedule of the times and places of collection for garbage and all persons having garbage shall be required to have the same available for collection at the time and place set forth in said published schedule, and shall not permit said garbage to accumulate longer than the time between scheduled collection days. The published collection schedule shall provide one collection per week, except as limited by the Public Works Director.
- (2) **RECYCLABLE MATERIALS COLLECTION.** The Public Works Director shall establish and publish a schedule of the times and places of collection for recyclable materials and all persons having recyclable materials shall be required to have the same available for collection at the time and place set forth in said published schedule, and shall not permit said materials to accumulate longer than the time between scheduled collection days. The published collection schedule shall provide one collection every other week, except as limited by the Public Works Director.
- (3) **EXTRA COLLECTION.** No extra collection shall be made unless approved by the Public Works Director and then only on a fee basis and at the expense of the person requesting the extra collection.
- (4) **TIMING OF COLLECTION.** All collections shall be made between the hours of 6:00 a.m. and 6:00 p.m. Collection carts for City collection shall be set out for collection not earlier than 12:00 noon on the day before collection day and shall be removed no later than 7:00 a.m. of the day following collection. The owner and/or occupant shall be responsible for compliance with this subsection.
- (5) **WEIGHT LIMITATIONS.** The maximum combined weight of the garbage and recyclable materials placed for collection shall not exceed the safe lifting capacity of the automated truck.

- (6) WITHHOLDING OF SERVICE. The Public Works Director or his or her designee may withhold solid waste collection services, including the collection of recyclable material, if the City's collection crew or its equipment is unable to safely access the solid waste due to one or more of the following:
- (a) Because of road or weather conditions.
 - (b) Because of the configuration or location of the property where the solid waste is placed for collection.
 - (c) Because of any other circumstances that may endanger the safety of City employees or the City's equipment or would unduly delay the collection of solid waste.

17.26 PLACEMENT OF CART CONTAINERS FOR COLLECTION

- (1) Collection carts shall be accessible to collection crews.
- (2) Collection carts shall be placed in a place designated by the Public Works Director.
- (3) Collection carts shall be placed with the printed direction arrows on the lid of the cart toward the street. A clear area three feet away from other objects is needed to facilitate grabbing the collection cart by the collection truck, unless a smaller area is authorized by the Public Works Director.
- (4) During winter months collection carts shall not be placed on snow banks but they shall be placed in the driveway apron or on an adjacent area to the roadway which has been shoveled free of snow.
- (5) Any garbage, refuse, or recyclable waste not placed in accordance with this chapter may be rejected by the collector, in which case notice indicating the reason for such rejection shall be provided to the owner and/or occupant.

17.27 STORAGE OF CART CONTAINERS BETWEEN COLLECTIONS

- (1) Owners and/or occupants of dwelling units shall be responsible for the proper and sanitary storage of all collectable solid waste accumulated on the premises until collection.
- (2) Cart containers shall not be overloaded, bent, broken or otherwise maintained so as to prevent the cover from properly fitting thereon.
- (4) Storage areas shall be kept in a nuisance-free and odor-free condition. Litter shall not be allowed to accumulate. Collection crews will not be responsible for cleaning up loose materials from any containers for any cause. The owner and/or occupant shall be responsible for cleaning up such litter.

17.28 PREPARATION OF GARBAGE FOR COLLECTION

- (1) All solid waste shall be placed curbside for collection and shall be prepared as provided in this chapter. Owners and/or occupants shall use City-provided collection carts for collection except for the collection of bulky material waste. No garbage or recyclable material shall be placed outside a cart container for collection. A reusable container

which is not a collection cart issued by the City shall not be placed for collection and shall not be emptied by the City.

- (2) All garbage must be enclosed in disposable bags before being placed inside cart containers. Before placing any garbage in a disposable bag it shall be first drained and/or wrapped in paper so that the garbage is relatively dry. It shall be the responsibility of each owner or occupant to keep garbage relatively free from rainwater and snow until collection.

17.29 SEPARATION OF RECYCLABLE MATERIALS

Owners and/or occupants shall separate the following materials from other post-consumer waste:

- (1) Lead-acid batteries
- (2) Major appliances
- (3) Waste oil
- (4) Aluminum containers
- (5) Bimetal containers
- (6) Corrugated paper or other containerboard
- (7) Glass containers
- (8) Magazines
- (9) Newspaper
- (10) Office paper
- (11) Rigid plastic containers labeled with SPI codes #1 - #7
- (12) Steel containers
- (13) Waste tires
- (14) Electronics

17.30 PREPARATION OF RECYCLABLE MATERIALS FOR COLLECTION/DISPOSAL

Recyclable materials shall be separated from garbage and other collectible solid waste and placed for collection as provided in this chapter and according to the minimum standards outlined in this subsection. To the greatest extent practicable, the recyclable materials separated in accordance with this chapter shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other nonrecyclable materials, including but not limited to, hazardous household waste, medical waste and agricultural chemical containers. All recyclable materials shall be placed completely within in a recycling collection cart as recyclable materials outside of the collection cart will not be collected. The City reserves the right to designate additional solid waste materials as recyclable, or currently collected materials as no longer recyclable in accordance with state law and to either add or delete them from any collection services provided by the City or its contractors. The City shall provide written notice to service recipients of this declaration.

- (1) Antifreeze that is not contaminated with other substances may be taken to the recycling drop-off center but shall not be placed curbside for collection.
- (2) Newspaper, boxboard and other paper shall be dry and placed in a recycling collection cart for collection. Such items may also be taken to the recycling drop-off center.

- (3) Cardboard shall be flattened, empty and free of food debris and other contaminating material and placed in a recycling collection cart for collection. Larger pieces of cardboard should be cut into smaller pieces. Such items may also be taken to the recycling drop-off center.
- (4) Metal cans, glass containers and plastic containers shall be rinsed and free of debris before being placed in a recycling collection cart for collection or before being taken to the recycling drop-off center.
- (5) Unbroken lead-acid batteries with all caps on may be taken to the recycling drop-off center but shall not be placed curbside for collection.
- (6) Waste oil and used oil filters that are not contaminated with other substances may be taken to the recycling drop-off center but shall not be placed curbside for collection.
- (7) Scrap metal may be placed in a recycling collection cart for collection or may be taken to the recycling drop-off center.
- (8) Tires not exceeding 17 inches in diameter, with rims removed, may be taken to the recycling drop-off center but shall not be placed curbside for collection. Any person who brings a tire to the City's recycling center shall pay the fee established by City Council resolution for disposal of each tire.
- (9) Rigid plastic containers labelled with an imprinted SPI code of #1 through #7 shall be rinsed thoroughly clean and placed in a recycling collection cart for collection or may be taken to the recycling drop-off center.

17.31 PROHIBITED ACTIVITIES AND PROHIBITED WASTE

- (1) **ASHES.** It shall be unlawful to place hot ashes for collection. Ashes that are cool and dry may be in a sealed disposable bag or container and placed for collection in a collection cart.
- (2) **COMPLIANCE WITH CHAPTER.** It shall be unlawful to store, collect, transport, transfer, recover, incinerate or dispose of any solid waste within the boundaries of the City contrary to the provisions of this chapter.
- (3) **IMPROPER TRANSPORTATION.** It shall be unlawful to transport any solid waste in any vehicle which permits the contents to blow, sift, leak or fall therefrom. If spillage does occur, the collection crew shall immediately return spilled materials to the collection vehicle and shall properly clean, or have cleaned, the area. All vehicles used for the collection and transportation of solid waste shall be durable, easily cleanable and leakproof, if necessary, considering the type of waste and its moisture content. Collection vehicles shall be cleaned frequently to prevent nuisances and insect breeding and shall be maintained in good repair.
- (4) **INTERFERENCE WITH AUTHORIZED COLLECTOR.** No person other than an authorized collector shall collect or interfere with any solid waste or recyclables after having been deposited in the proper place for the collector, nor shall any unauthorized person hinder, delay or in any manner interfere with an authorized collector in the discharge of those duties.

- (5) BURNING OR BURYING GARBAGE PROHIBITED. No person shall burn or bury any garbage on private or public property, but shall cause the same to be collected and/or disposed of in the manner provided in this chapter.
- (6) PRIVATE DUMPS. It shall be unlawful for any person to use or operate a dump which is not licensed by the Wisconsin Department of Natural Resources.
- (7) NONCOLLECTIBLE MATERIALS. It shall be unlawful for any person to place for collection any of the following wastes:
 - (a) Hazardous waste
 - (b) Toxic waste
 - (c) Chemicals
 - (d) Explosives or ammunition
 - (e) Drain or waste oil or flammable liquids
 - (f) Liquid paint
 - (g) Inoperable vehicles
 - (h) Fluorescent bulbs
 - (j) Lead acid batteries
- (8) HOUSEHOLD SHARP MEDICAL WASTE.
 - (a) It is unlawful for any person to dispose of any household sharp medical waste by any other means except such waste being brought to an approved authorized handler of such wastes i.e., clinic, pharmacy, hospital.
 - (b) No container for household sharp medical waste or loose household sharp medical waste may be mixed with solid waste or recyclables.
- (9) BUILDING WASTE. All waste resulting from remodeling, construction or removal of a building, roadway or sidewalk shall be disposed of by the owner, builder or contractor.
- (10) GRADING OR EXCAVATION MATERIAL. Earth and rock material from grading or excavation activities shall be conveyed in vehicles, trucks or receptacles so constructed and maintained that none of the material being transported shall spill upon the public rights-of-way.
- (11) DEER CARCASSES. It shall be unlawful to place deer carcasses, or parts thereof, for city collection.

17.32 COLLECTION/DISPOSAL OF YARD WASTE

- (1) Yard waste shall be separated from other solid waste. No yard waste shall be disposed of through regular City garbage collection. A prepaid collection sticker must be affixed on the item for collection, except during those times when the City designates that yard waste may be placed curbside without such collection sticker affixed.
- (2) The City shall provide regularly scheduled yard waste collection each year and shall provide public notice well in advance of such collections. Such collections are intended to provide residents with a means for disposing of yard waste, shrubbery, and/or brush, not as a means for disposing of entire trees. Such collections shall occur as scheduled by the Public Works Director. A person that has material for collection shall have it

properly placed, as set forth below, by 7:00 a.m. on the first day of any designated collection period and no earlier than 12:00 noon of the day preceding the day of collection.

- (3) Material placed for collection shall be parallel to the curblineline or side of the road, easily accessible and shall not be hindered in any way by any obstruction such as a mailbox, tree, utility pole/pedestal, guy wire, or fire hydrant.
- (4) Material placed for collection shall be bagged, boxed, or neatly stacked. Each bag, box, or neatly stacked bundle shall contain material that is less than four feet (48 inches) in length and less than four inches in diameter, as applicable. Bundled material shall be neatly stacked parallel to the curblineline or side of road and not interfere with vehicle or pedestrian traffic.
- (5) Any material placed for collection that does not comply with subsections (1), (2) and (3) will not be collected and will be tagged with an indication as to the reason.
- (6) Owners and/or occupants having material exceeding the above requirements shall make appropriate arrangements for its collection and disposal. A person may request this service from the City; however, such collection shall be approved by the Public Works Director and then only on a fee basis and at the expense of the person requesting the extra collection.
- (7) A person may request the removal of any tree located within the public right-of-way. The City Forester or his or her designee shall evaluate and make a recommendation as to the health and life expectancy of said tree. Trees within the public right-of-way that are determined to be unhealthy and/or near term shall be removed by the City, at no cost to the property owner. Replacement trees may be obtained from the City Forester or his/her designee or purchased separately by the property owner. In either case, the City Forester or his/her designee must approve the species of the tree as well as its placement in the public right-of-way.
- (8) A property owner may remove any tree located on private property without consulting the City Forester, however, it may be advisable to consult with the City Forester in order to prevent the spread of disease or other damage. A permit shall be required pursuant to §11.16 of this Municipal Code. The entire cost of its removal as well as its disposal shall be the responsibility of the property owner.
- (9) The City may, at the discretion of the Public Works Director, provide for the collection and disposal of any trees or brush debris that results from storm damage, so long as the tree or brush is properly placed as directed by the Public Works Director.
- (10) City residents may dispose of yard waste directly with an authorized Yard Waste Drop-Off Facility by purchasing an annual season pass, the fee for which shall be established by City council resolution.

17.33 DISPOSAL OF YARD WASTE BY NONRESIDENTS AND LAWN CARE BUSINESSES

No person who is engaged in the business of providing lawn care service or who is not a resident of the City may dispose of yard waste at the drop off center authorized by the city for use by city residents.

17.34 COLLECTION/DISPOSAL OF BULKY MATERIAL AND WHITE GOODS

The City may provide for the collection of a solid waste item which is too large to fit into an authorized collection cart. The collection of such item shall be pre-paid and pre-arranged with the Public Works Department. Bulky material and white goods shall not be placed curbside for collection that is not in compliance with this chapter. Bulky material and white goods shall be disposed of as directed by the Public Works Director and is subject to disposal fees as established by City Council resolution.

17.35 DISPOSAL OF ELECTRONIC WASTE

Electronic waste shall not be placed curbside for collection. All electronic waste shall be disposed of as directed by the Public Works Director and is subject to disposal fees as established by City Council resolution.

17.36 COMPOSTING

The purpose of this section is to promote the recycling of yard waste through composting and to establish minimum standards for proper maintenance of compost piles and bins. All composting shall comply with the following requirements:

- (1) No compost bin shall exceed 125 cubic feet in volume and 5 feet in height.
- (2) All compost piles and bins shall be so maintained as to prevent the attraction or harborage of rodents and pests.
- (3) All compost piles and bins shall be so maintained as to prevent the creation of odors that would constitute a public nuisance.
- (4) No compost pile or bin shall be located in any yard except a rear yard. All compost piles or bins shall be located not less than 5 from a property line or 20 from an inhabited building.
- (5) No compost bin shall contain any of the following:
 - (a) Lake weeds.
 - (b) Cooked food scraps, except coffee grounds and tea leaves.
 - (c) Fish, meat or other animal products.
 - (d) Large items that will impede the composting process.
- (6) The following material may be placed in a compost bin:
 - (a) Yard waste.
 - (b) Raw vegetables and raw fruits that are suitable for composting.
 - (c) Commercial compost additives.
- (7) The generator of compostable materials shall be responsible for maintaining compost piles and bins under his or her control in accordance with the requirements of this subsection.

17.37 ENGINE WASTE OIL COLLECTION

- (1) DEFINITIONS. As used in this section:

Automotive Engine Oil. Any oil to be used in the engine or crankcase of a motor vehicle.

Consumer. A person who for personal or family purposes purchases or uses automotive engine oil or generates, collects, stores or transports engine waste oil in quantities of less than 200 gallons per year.

Engine Waste Oil. Automotive engine oil after it is used and removed from the engine or crankcase of a motor vehicle, but before that oil is recycled.

Motor Vehicle. Any vehicle propelled by an internal combustion engine and includes any automobile, truck, bus, motorcycle, snowmobile or vehicle which travels on or off roads or highways.

Retail Sales Establishment. A person who is engaged in the business of selling automotive engine oil to consumers.

- (2) SOLID WASTE COLLECTION PROHIBITED. No person may place automotive engine oil or engine waste oil curbside for solid waste collection by the City.
- (3) ENGINE WASTE OIL COLLECTION FACILITY.
 - (a) The City shall maintain an engine waste oil and used oil filter collection facility for consumers at 2351 Springbrook Court and at such other locations as the Public Works Director may select.
 - (b) This facility shall not be used by industrial or commercial establishments.
- (4) RETAIL SALES ESTABLISHMENT. A retail sales establishment shall maintain an engine waste oil and used oil filter collection facility for the temporary storage of engine waste oil and used oil filters returned by consumers and post at least one sign at the location of sale which contains wording which is the same or similar to the following:
 - (a) "Engine waste oil and used oil filter collection facility. Please return your waste oil and used oil filters here."; or
 - (b) "Engine waste oil and used oil filters can be recycled. Please return your waste oil and used oil filters to a waste oil/used oil filter storage facility. The nearest waste oil/used oil filter storage facility is located _____ and is open _____." The sign shall describe the locations, days and hours of operation.

Sections 17.38 - 17.49 Reserved

ARTICLE III. HAULER REQUIREMENTS

17.50 HAULER PERMITS

- (1) No person shall engage in the business of collecting, transporting or disposing of solid waste in the City without first obtaining and possessing an annual permit therefor from the City Clerk. No person shall be eligible to obtain a City permit unless that person either:

- (a) Has a valid hauler's operating license issued pursuant to § NR 502.06 of the Wis. Adm. Code; or
 - (b) Is exempt under § NR 502.06 from the licensing requirement.
- (2) No such permit shall be issued until and unless the applicant for the permit shall file and maintain with the City Clerk a certificate of public liability insurance covering all operations of the applicant and all vehicles to be operated in the conduct thereof in the combined single limit amount of not less than \$1,000,000 for bodily injury and for damage to property per occurrence, and workmen's compensation insurance in the amount required by the Wisconsin Statutes. If any policy lapses or is canceled, any permit shall be automatically suspended until renewed or reinstated. The certificate of insurance shall name the City as certificate holder and shall provide that the insurance company will give the City 30 days' written notice of cancellation or expiration of the insurance policy.
 - (3) The applicant for the permit shall specify in the application the name and address, business location and list of all vehicles. The Public Works Director shall review and approve the application which shall include a notarized certification by the applicant that the hauler's vehicles are in compliance with the equipment requirements of State law and the applicant has complied with the requirements for a permit.
 - (4) The applicant shall obtain and furnish to the City evidence of all licenses or permits required by State law prior to issuance of a permit. If any State license or permit lapses or is suspended or revoked, then this permit shall be suspended until the State licenses or permits are reinstated.
 - (5) The hauler's permit shall be issued for a period of one year. All permits shall expire on June 30. The applicant shall pay an annual fee as established by City Council resolution for each transportation vehicle to be used for collection, transportation or disposition of solid waste. The permit shall be issued by the City Clerk.

17.51 HAULER SPECIFICATIONS FOR RECYCLABLE MATERIALS

- (1) No hauler who collects recyclables that have been separated from other solid waste and properly prepared and placed for collection in the City shall:
 - (a) Place the recyclables in a solid waste disposal facility.
 - (b) Burn recyclables at a solid waste facility or other location.
 - (c) Fail to otherwise maintain recyclable materials in marketable condition during collection or transportation to a processing facility or market.
- (2) Every hauler who collects recyclables in the City shall:
 - (a) Reject and refuse to collect any recyclable material that is not prepared in accordance with 17.30 of this section.

- (b) Reject and refuse to collect any solid waste which contains recyclable material commingled with recyclables.
- (c) Notify the person who generated the solid waste of the reason for rejecting the material.
- (d) Keep a written record of the rejection, refusal and notification.
- (e) Make available to the City, upon reasonable notice, the written records required in paragraph (d) above.

17.52 HAULER REPORTING REQUIREMENTS

- (1) Haulers operating in the City are required to prepare and maintain solid waste records. Haulers shall file written quarterly reports with the City on or before April 30, July 30, October 30 and January 30 of each year.
- (2) Quarterly reports shall include:
 - (a) The amount of solid waste and itemized recyclables collected and transported from the City to landfills or recycling processors respectively.
 - (b) The final disposal date and location of solid waste and recyclable material collected and transported from the City.
 - (c) The City Council may revoke the City license of and terminate any City contract with a hauler who fails to file the quarterly reports required by this subsection. In addition, any hauler who fails to file the quarterly reports shall be subject to the imposition of a forfeiture as provided in this chapter.

Sections 17.53 - 17.55 Reserved

ARTICLE IV. FEES, ENFORCEMENT AND PENALTIES

17.56 CHARGE FOR CURBSIDE COLLECTION OF SOLID WASTE

- (1) **PERSONS AND PROPERTY SUBJECT TO SOLID WASTE COLLECTION CHARGE.** The owner of every dwelling unit and the owner of every nonresidential tax parcel receiving curbside solid waste collection services from the City, its employees, agents or contractors, shall be required to pay the solid waste fee established by this section. The curbside solid waste collection fee shall be paid by owners of tax-exempt properties as well as owners of taxable properties. If the sewer bill is in an occupant's name, the bill for solid waste collection services shall also be put in the occupant's name. However, the owner of the property shall be responsible for payment of the bill for each dwelling unit for solid waste collection services if the occupant fails to pay the same. The solid waste collection fee does not include any fees otherwise charged pursuant to this chapter.

- (2) **COLLECTION CHARGE.** The collection charge for curbside solid waste collection services shall be established by City Council resolution.
- (3) **BILLING.** The City Treasurer shall bill each tax parcel receiving City curbside solid waste services on a monthly basis. The bill for such services shall be included with the monthly bill for City sewer and/or water utility services.
- (4) **EXEMPTION.** The solid waste collection fee shall be waived for any dwelling unit that is unoccupied throughout the calendar year for which services are billed if:
 - (a) The owner of the tax parcel properly executes an affidavit on a form prescribed by the City Treasurer and files the same with the City Treasurer on or before January 20 of the year for which services are billed; and
 - (b) The owner's affidavit states that the dwelling unit in question has not been and will not be occupied at any time during the calendar year for which services are billed. Any person who makes a false affidavit regarding the occupancy of a dwelling unit shall be subject to a forfeiture of not less than \$500 nor more than \$1,000 for each misrepresentation regarding the occupancy of a dwelling unit. Any owner of a dwelling unit who fails to report that a dwelling unit has been occupied during the calendar year for which an affidavit was filed with the City Treasurer shall be subject to a forfeiture of not less than \$500 nor more than \$1,000 for each unreported dwelling unit.

17.57 FEES

Fees for collection of solid waste as prescribed in this chapter shall be established by City Council resolution. The imposition of one fee may not preclude the imposition of any other applicable solid waste fee. If the owner of the property defaults on payment of any solid waste fee, the fee shall be imposed as a special charge against real property pursuant to §66.0627, Wis. Stats. If the special charge is not paid within the time specified in the notice to the property owner, the delinquent special charge shall be entered on the tax roll for collection and settlement under Ch. 74, Wis. Stats.

- (1) **EARLY COLLECTION FEE.** The City shall charge a fee for the collection of solid waste that is placed curbside for collection before 12:00 noon of the day preceding the day of collection. If solid waste materials are placed at curbside before 12:00 noon of the day preceding the day of collection, the City may dispatch a truck for collection. The owner of the dwelling unit shall be billed an early collection fee in addition to any other applicable solid waste fee.
- (2) **CLEAN-UP FEE.** The City shall charge a fee for the collection of solid waste that is not maintained in an orderly fashion when placed at curbside for collection in violation of this chapter. Such fee shall be established by City Council resolution.
- (2) **DUMPSTER RENTAL FEE.** The City shall charge a fee for the rental of a dumpster from the City. Such fee shall be established by City Council resolution. Dumpster rental is at the discretion of and under such terms and conditions as the Public Works Director shall prescribe.

17.58 GARBAGE ACCUMULATION; WHEN A NUISANCE

The accumulation or deposit of garbage, trash or putrescible animal or vegetable matter in or upon any lot or land or any public or private place within the City which causes the air or environment to become noxious or offensive or to be in such a condition as to promote the breeding of flies, mosquitoes or other insects, or to provide a habitat or breeding place for rodents or other animals, or which otherwise becomes injurious to the public health is prohibited and declared to constitute a nuisance.

17.59 ENFORCEMENT AND PENALTIES

- (1) ENFORCEMENT. The collection and disposal of refuse and recyclables, as defined herein, shall be conducted under the supervision, direction and control of the Public Works Director in strict conformity with the provisions of this chapter and with such additional rules and regulations as may be made from time to time by the Public Works Director. For the purpose of ascertaining compliance with the provisions of this chapter, any authorized officer, employee, or authorized representative of the City may inspect recyclable materials separated for recycling, sold waste intended for disposal, collection sites and facilities, collection vehicles, collection areas and any records related to recycling activities. No person may refuse access to any authorized officer, employee or authorized representative of the City who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper, or interfere with such an inspection.
- (2) OTHER REMEDIES. Any person who violates a provision of this chapter may be issued a citation by any authorized City employee. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this subsection.
- (3) PENALTIES. Any person who shall violate any provision of this chapter or any order, rule or regulation made hereunder, shall be subject to a penalty as provided in §25.04 of this Municipal Code. The penalty for violation of any provision of this chapter relating to hazardous waste shall be double the amount provided in §25.04 of this Municipal Code.”

Section 2. The provisions of this Ordinance shall be deemed severable and it is expressly declared that the City Council would have passed the other provisions of this Ordinance irrespective of whether or not one or more provisions may be declared invalid and if any provision of this Ordinance, or the application thereof to any person or circumstances is held invalid, the remainder of the Ordinance, and the application of such provision to other persons or circumstances, shall not be affected thereby.

Section 3. This ordinance shall be in force and take effect on June 6, 2016.

Adopted this _____ day of April, 2016.

CITY COUNCIL FOR THE CITY OF BELOIT

By: _____
Charles M. Haynes, President

ATTEST:

By: _____
Lorena Rae Stottler, City Clerk

PUBLISHED: _____

EFFECTIVE DATE: _____

01-611100-5231- _____

tdh/ordinances/Chapter 17 = ORD 160312 (15-1117)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTIONS 7.23(1), 7.234(1), 7.234(2)(n), 7.24(12)(b)1, 7.26(4) AND 15.20(1) OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF BELOIT PERTAINING TO SOLID WASTE CONTAINERS AND DISPOSAL.

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

Section 1. Section 7.23(1) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“(1) SANITATION. All exterior property areas shall be maintained in a clean and sanitary condition free from any accumulation of rubbish, garbage, discarded construction materials or feces. All furniture, furnishings, appliances and household goods shall be stored within a completely enclosed structure, unless such furniture, furnishings, appliances and household goods are designed for outdoor use or are placed for collection in the manner permitted by ~~Chapter 17~~^{17.06} of this ~~Municipal Code of General Ordinances.~~”

Section 2. Section 7.234(1) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“(1) PROPER STORAGE CONTAINERS REQUIRED. Owners or occupants of all residential or commercial premises in the City who accumulate and store solid waste, rubbish or trash on those premises (and outside of fully enclosed buildings or other enclosures designed and constructed specifically for waste storage) shall, at all times during storage, use city-supplied collection carts or otherwise supply and maintain at their own expense, containers of acceptable material and construction for the containment of the solid waste, rubbish and trash. Containers shall be made of metal, wood, fiberglass, molded plastic or rubber. Such

containers shall have tight fitting covers and be watertight, insect proof and resistant to rodents, dogs and larger animals. The containers must be of sound construction without holes or other openings. "Times during storage" shall exclude the times during which solid waste is legally placed at the curb or street side for regular City solid waste removal as described in ~~Chapter 17.06(14)(d)~~ of this ~~chapter~~ Municipal Code. "Enclosures designed and constructed specifically for waste storage" shall effectively exclude rodents, dogs, cats and similar marauding animals and effectively screen the contents of the enclosure from view. Acceptable storage containers shall not include plastic bags, paper bags or paperboard boxes or barrels. Specific exemption is allowed under this section for leaves and grass clippings referred to in ~~Chapter 17.06(9)(k)~~ of this Municipal Code ~~chapter~~ providing the storage period does not exceed 21 days."

Section 3. Section 7.234(2)(n) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

"(n) Specific exemption is allowed under this section for storage of yard waste as provided in §17.~~3606(12)~~ of this Municipal Code ~~chapter~~."

Section 4. Section 7.24(12)(b)1 of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

"1. Each licensed solid waste hauler or applicant for solid waste hauler's license shall submit a plan for ongoing and scheduled removal of graffiti from solid waste containers. The plan shall be attached to the application for a hauler's permit issued pursuant to ~~Chapter 17.06(19)~~ of ~~the City ordinances~~ this Municipal Code. The plan shall include a fax number and the name of the administrator responsible for the applicant's solid waste containers."

Section 5. Section 7.26(4) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

"(4) RUBBISH AND GARBAGE STORAGE.
(a) Responsibility of Occupant. In a building consisting of 4 or fewer dwelling units, each occupant shall be provided collection carts pursuant to Chapter 17 of this Municipal Code ~~an adequate number of solid waste, rubbish and trash containers required by §17.06 of the City Ordinances~~. Required collection cart ~~containers~~, including recyclable material collection carts ~~bins~~, shall not be stored in the front yard or on the front porch in public view except during those hours when the containers are

lawfully placed at the curb for solid waste and/or recycling pickup.

- (b) Responsibility of Owner. The owner of every building or premises consisting of 5 or more dwelling units shall supply the occupants of the building or premises with adequate garbage storage containers and recyclable materials facilities. The garbage storage and recyclable materials containers and facilities shall be constructed and located in accordance with all applicable City codes.”

Section 6. Section 15.20(1) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“(1) GENERALLY. No person shall place any solid waste, yard waste, liquid waste, hazardous waste, human waste, animal waste or litter upon the streets, alleys, highways, public parks or other property of the City or upon any private property not owned by him or upon the surface of any body of water within the City. In this subsection, the phrases "solid waste," "hazardous waste," and "yard waste" shall have the meanings set forth in Chapter 17 subsection (2) of §17.06 of this Municipal Code. No person shall place any waste in any park waste receptacle except waste generated by picnic or other park activities.”

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Section 7. This ordinance shall be in force and take effect on June 6, 2016.

Adopted this ____ day of April, 2016.

BELOIT CITY COUNCIL

By: _____
Charles M. Haynes, President

ATTEST:

By: _____
Lorena Rae Stottler, City Clerk

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 15.01 AND TO REPEAL SECTIONS 15.07(2) AND (3) OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF БЕЛОIT PERTAINING TO REGULATION OF KNIVES

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

Section 1. Section 15.01 of the Code of General Ordinances of the City of Beloit is hereby amended to include, in chronological order, the following deletion to statutes adopted:

941.24	Possession of Switchblade Knife
--------	--

Section 2. Section 15.07 (2) of the Code of General Ordinances of the City of Beloit is hereby repealed.

Section 3. Section 15.07 (3) of the Code of General Ordinances of the City of Beloit is hereby repealed.

Section 4. This ordinance shall be in force and take effect upon passage and publication.

Adopted this 21st day of March 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 15.01 AND TO REPEAL SECTIONS 15.07(2) AND (3) OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF BELOIT PERTAINING TO REGULATION OF KNIVES

Date: March 21, 2016

Presenter: Elizabeth Krueger

Department: City Attorney

Overview/Background Information:

On February 7, 2016, 2015 Wisconsin Act 149 became law. The Act strictly limits the authority for local governments to regulate knives. The proposed ordinance removes sections of the Code of General Ordinances for the City of Beloit that are no longer permissible under the new law.

Key Issues:

1. Switchblade knives are no longer illegal in Wisconsin, therefore the adoption of the state law and local ordinance related to switchblades are repealed by the proposed ordinance.
 2. Local governments may not regulate knives in a stricter fashion than state law. Therefore, the section of the Code of General Ordinances for the City of Beloit that regulated the sale of knives to minors is repealed by the proposed ordinance. There are state laws that regulate in this area and enforcement may be taken in criminal court.
 3. Local governments will still be able to regulate the possession of knives in buildings owned, occupied or controlled by the local government. Therefore the city's current prohibition for possession of a dangerous weapon on city property would remain intact.
-

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

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

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

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

Action required/Recommendation:

Staff recommends approval of the proposed ordinance

Fiscal Note/Budget Impact:

There is no fiscal impact to the City.

Attachments:

Proposed ordinance

20160212 (16-1035)

March 21, 2016

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

The undersigned Charles M. Haynes, duly elected President of the Beloit City Council, subject to confirmation by the Beloit City Council, does hereby appoint the following citizen members to the vacancies and terms indicated below, said appointments being pursuant to nominations made and approved by the Appointment Review Committee at the regular meeting held March 14, 2016:

Charles M. Haynes, President
Beloit City Council

Appointments

Alcohol Beverage License Control Committee

Tara J. Tinder, 2357 Field Crest Road (replacing Joseph W. Vickerman) for a term expiring June 30, 2018

Board of Ethics

Alexander T. Henning, 810 College St. (replacing Philip R. Shields) for a term expiring December 31, 2018

Plan Commission

Dr. Brittany Keyes, DPT, PT, ATC, 1611 E. Ridge Rd. (replacing Bill Mathis) for a term expiring April 30, 2018

PLEASE ANNOUNCE THE FOLLOWING VACANCIES

Alcohol Beverage License Control Committee (1 vacancy for resident)
Appointment Review Committee (2 vacancies for residents)
Board of Appeals (2 vacancies for [Alternate] residents)
Board of Ethics (1 vacancy for former City Councilor, 4 vacancies for residents)
Board of Review (1 vacancy for resident; 2 vacancies [Alternate] for residents)
Community Development Authority (1 vacancy for resident)
Equal Opportunities Commission (2 vacancies for residents)
Municipal Golf Committee (2 vacancies for residents, 1 vacancy for youth representative)
Municipal Library Board (1 vacancy for resident)
Park, Recreation & Conservation Advisory Commission (1 vacancy for Youth Representative)
Plan Commission (2 vacancies for residents)
Police and Fire Commission (1 vacancy for resident)

**RESOLUTION PROVIDING FOR THE SALE OF
\$1,750,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016A**

WHEREAS, the City of Beloit, Rock County, Wisconsin (the "City") is presently in need of an amount not to exceed \$1,750,000 for public purposes, including general public works projects, repair and renovation of park parking lots, operations roof replacement and HVAC improvements and the acquisition of equipment and fire engines; and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City that:

Section 1. The Notes. The City shall issue general obligation promissory notes designated "General Obligation Promissory Notes, Series 2016A" (the "Notes") in an amount not to exceed \$1,750,000 for the purposes above specified.

Section 2. Sale of the Notes. The City Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the City Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Notes to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete, official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Section 5. Award of the Notes. Following receipt of bids for the Notes, the City Council shall consider taking further action to provide the details of the Notes; to award the Notes to the lowest responsible bidder therefor; and to levy a direct annual irrepealable tax sufficient to pay the principal of and interest on the Notes as the same becomes due as required by law.

Section 6. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted and recorded March 21, 2016.

Charles M. Haynes
City Council President

ATTEST:

Lorena Rae Stottler
City Clerk

(SEAL)

**INITIAL RESOLUTION AUTHORIZING
GENERAL OBLIGATION BONDS
IN AN AMOUNT NOT TO EXCEED
\$2,520,000 FOR STREET IMPROVEMENT PROJECTS**

BE IT RESOLVED by the City Council of the City of Beloit, Rock County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$2,520,000 for the public purpose of paying the cost of street improvement projects.

Adopted and recorded March 21, 2016.

Charles M. Haynes
City Council President

ATTEST:

Lorena Rae Stottler
City Clerk

(SEAL)

**INITIAL RESOLUTION AUTHORIZING
GENERAL OBLIGATION BONDS
IN AN AMOUNT NOT TO EXCEED
\$370,000 FOR PARKS AND PUBLIC GROUNDS PROJECTS**

BE IT RESOLVED by the City Council of the City of Beloit, Rock County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$370,000 for the public purpose of paying the cost of parks and public grounds projects.

Adopted and recorded March 21, 2016.

Charles M. Haynes
City Council President

ATTEST:

Lorena Rae Stottler
City Clerk

(SEAL)

**INITIAL RESOLUTION AUTHORIZING
GENERAL OBLIGATION BONDS
IN AN AMOUNT NOT TO EXCEED
\$285,000 FOR COMMUNITY DEVELOPMENT PROJECTS**

BE IT RESOLVED by the City Council of the City of Beloit, Rock County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$285,000 for the public purpose of providing financial assistance to community development projects under Sections 66.1105, 66.1333, 66.1335 and 66.1337, Wisconsin Statutes.

Adopted and recorded March 21, 2016.

Charles M. Haynes
City Council President

ATTEST:

Lorena Rae Stottler
City Clerk

(SEAL)

**INITIAL RESOLUTION AUTHORIZING
GENERAL OBLIGATION BONDS
IN AN AMOUNT NOT TO EXCEED
\$105,000 FOR LIBRARY PROJECTS**

BE IT RESOLVED by the City Council of the City of Beloit, Rock County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$105,000 for the public purpose of paying the cost of library projects.

Adopted and recorded March 21, 2016.

Charles M. Haynes
City Council President

ATTEST:

Lorena Rae Stottler
City Clerk

(SEAL)

RESOLUTION DIRECTING PUBLICATION OF NOTICE TO ELECTORS RELATING TO BOND ISSUES AND PROVIDING FOR THE SALE OF NOT TO EXCEED \$3,280,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2016B

WHEREAS, the City of Beloit, Rock County, Wisconsin (the "City") has adopted initial resolutions (the "Initial Resolutions") authorizing the issuance of general obligation bonds for the following public purposes and in the following amounts: in an amount not to exceed \$2,520,000 for the public purpose of paying the cost of street improvement projects; in an amount not to exceed \$370,000 for the public purpose of paying the cost of parks and public grounds projects; in an amount not to exceed \$285,000 for community development projects; and in an amount not to exceed \$105,000 for library projects (collectively, the "Projects");

WHEREAS, it is now necessary that the Initial Resolutions authorizing bonds to finance the Projects be published to afford notice to the residents of the City of their adoption; and

WHEREAS, the City Council of the City hereby finds and determines that general obligation bonds in an amount not to exceed \$3,280,000 should be issued pursuant to the Initial Resolutions for the purposes above specified.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City that:

Section 1. Publication of Notice to Electors. The City Clerk shall, within 15 days, publish a notice to the electors in substantially the form attached hereto in the official City newspaper as a class 1 notice under ch. 985, Wisconsin Statutes.

Section 2. Combination of Issues. The issues referred to above are hereby combined into one issue of bonds designated "General Obligation Corporate Purpose Bonds, Series 2016B" (the "Bonds") and shall be issued in an amount not to exceed \$3,280,000 for the purposes above specified.

Section 3. Sale of the Bonds. The City Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, provided no petition for referendum shall have been received on the Initial Resolutions, the City Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 4. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Ehlers & Associates, Inc. ("Ehlers")) is hereby authorized and directed to cause notice of the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete, official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 5. Official Statement. The City Clerk (in consultation with Ehlers) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Section 6. Award of the Bonds. Following receipt of bids for the Bonds, the City Council shall consider taking further action to provide the details of the Bonds; to award the Bonds to the lowest responsible bidder therefor; and to levy a direct annual irrepealable tax sufficient to pay the principal of and interest on the Bonds as the same becomes due as required by law.

Section 7. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted and recorded March 21, 2016.

Charles M. Haynes
City Council President

ATTEST:

Lorena Rae Stottler
City Clerk

(SEAL)

**RESOLUTION APPROVING
YARD WASTE MANAGEMENT AGREEMENT BETWEEN
THE CITY OF JANESVILLE AND THE CITY OF БЕЛОIT**

The City Council for the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Yard Waste Management Agreement between the City of Janesville and the City of Beloit is hereby, approved.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute said Agreement on behalf of the City of Beloit and to do all other things necessary to implement the provisions therein.

Adopted this 21st day of March, 2016.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Lorena Rae Stottler, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution Approving Yard Waste Management Agreement Between the City of Janesville and the City of Beloit

Date: March 21, 2016

Presenter(s): Chris Walsh

Department(s): Public Works - Operations

Overview/Background Information:

In November 2015, City staffs were informed that Leaflan Compost Center would be closing their business immediately. Staff developed multiple residential yard waste options for review. The option to enter into an Agreement with the City of Janesville was the most economical and had the least effect on City residents.

Key Issues:

1. City of Janesville owns and operates a yard waste facility and the City of Beloit wants to provide a yard waste program for residents, thus a win/win for the two municipalities.
 2. City residents will receive the same yard waste curbside service throughout the year.
 3. City residents may purchase a yard waste season pass for \$50.00 and have unlimited access April 1st – November 30th at the Janesville Yard Waste Drop Off and Composting Facility.
 4. City of Beloit will sell yard waste season passes at the Operations Facility, City of Beloit Treasury Department and Leisure Services. The City of Janesville will not sell passes at the drop off site.
 5. City of Janesville has a yard waste management contract that will process and haul the City of Beloit material for \$26.25/ton in 2016, and \$26.25/ton plus inflation in 2017.
-

Conformance to Strategic Plan:

1. Promotes a safe and healthy community.
 2. Protects our natural 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**
Energy savings by reusing yard waste.
 - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
Materials will be processed into mulch an organic material to be incorporated into the soil.
 - **Reduce dependence on activities that harm life sustaining eco-systems**
Recycling and reuse of yard waste saves landfill space, prevent air, water and soil pollution.
 - **Meet the hierarchy of present and future human needs fairly and efficiently**
Usable organic materials will be recycled for reuse.
-

Action required/Recommendation:

- Allow the City Manager to enter into an agreement with the City of Janesville.
-

Fiscal Note/Budget Impact:

Projected 2016 minimal impact to the budget, compared to 2015.

YARD WASTE MANAGEMENT AGREEMENT

BETWEEN

THE CITY OF JANESVILLE

AND

THE CITY OF БЕЛОIT

THIS AGREEMENT is made and entered into as of this 1st day of April, 2016, by and between the **City of Janesville**, a Wisconsin municipal corporation conducting its primary business at 18 N. Jackson Street, City of Janesville, County of Rock, State of Wisconsin 53545 ("**Janesville**"), and the **City of Beloit**, a Wisconsin municipal corporation conducting its primary business at 100 State Street, City of Beloit, County of Rock, State of Wisconsin 53511 ("**Beloit**").

RECITALS

WHEREAS, Janesville owns and operates a yard waste drop-off facility located at 201 Black Bridge Road, Janesville, Wisconsin, 53545 (the "Drop-off Site"); and

WHEREAS, Beloit collects yard waste from its residents and also wishes to provide a yard waste drop-off location for its residents; and

WHEREAS, Janesville has the capability and desire to assist **Beloit** in the management of its yards waste by authorizing **Beloit** and Beloit residents that are season pass holders use of **Janesville's** yard waste drop-off site, upon the terms and conditions set for herein.

AGREEMENT

NOW, THEREFORE, in consideration of these promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, each intending to be legally bound, agree as follows:

1. **DEFINITIONS.** For the purpose of this Agreement, the following terms shall have the meanings as set forth below:

- a. "Affiliate" shall have the meaning set forth in Rule 12b-2 of the General Rules and Regulations under the Securities and Exchange Act of 1934, as amended, and shall additionally include successors, designees and assigns.
- b. "Agreement" means this Agreement between **Janesville** and **Beloit** (collectively "Parties"), as modified, supplemented, or restated from time to time, together with any exhibits, schedules or attachments hereto.
- c. "Drop-off Site" means the site known as the City of Janesville Yard Waste Drop-off and Composting Facility", located at 201 Black Bridge Road, Janesville, WI 53545, and owned and/or operated by the City of Janesville or its Affiliate.
- d. "Effective Date" is April 1, 2016.
- e. "Environmental Laws" means all applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and the environment (including ambient air, surface water, groundwater, land or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, including yard waste.
- f. "Fees and Taxes" means any federal or state taxes, assessments, fees, surcharges or similar charges directly related to the acceptance and/or disposal of Yard Waste that are imposed on the Drop-off Site and/or **Janesville** by law, rule or regulation.
- g. "Hazardous Materials" means any pollutant, contaminant, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other substances, regulated under or pursuant to any Environmental Laws.
- h. "Hazardous Waste" means any waste regulated as such under or pursuant to any Environmental Laws. The term "Hazardous Waste" also includes any waste that is, after the Effective Date of this Agreement, deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

- i. "Proposal" means **Janesville's** proposal. The Proposal is attached hereto and made part hereof as Exhibit A.
 - j. "Season Pass" The fee established by the Beloit City for utilizing the Janesville Yard Waste Drop off and Composting Facility.
 - k. "Ton" means 2,000 pounds.
 - l. "Unacceptable Waste" means any and all solid or liquid waste that is disposed that the Drop-off Site is not authorized to accept for disposal pursuant to its permits and licenses, including, without limitation, highly inflammable substances, Hazardous Materials, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials and any other materials deemed by state or federal law, or in the reasonable discretion of **Janesville**, to be dangerous or threatening to health or the environment or the operations conducted at the Drop-off Site. For the purposes of this Agreement, Unacceptable Waste shall include contaminated soils, foundry waste, mill cover, or shredder fluff, asbestos, tires, appliances, high volume industrial waste, and any and all other solid and liquid wastes not meeting the definition of Yard Waste as defined herein.
 - m. "Yard Waste" means any and all grass clippings, leaves, woody vegetation less than 1" in diameter, garden plants and fruit, fruit from all woody vegetation including, without limitation, walnuts, chestnuts, acorns, apples, and berries, as delivered by **Beloit** and certain Beloit residents to the Drop-off Site, and which the Drop-off Site is legally permitted to accept for disposal pursuant to the terms of its operating permits.
2. **TERM** The term of this agreement shall commence on the Effective Date and, unless earlier terminated, shall remain in full force until December 31, 2017, (the "Initial Term"). This Agreement may be renewed and extended for successive one year periods of up to five (5) years by mutual written agreement of the Parties ("Renewal Term") and executed prior to the expiration of the Initial Term. All references herein to the "Term" of this Agreement shall be deemed to include the Initial Term and any Renewal Terms.

3. DISPOSAL FEES

- a. During the term of this agreement, **Beloit** shall pay **Janesville** disposal fees as follows during the Term of this Agreement.
 - i. In 2016, \$26.25 per ton.
 - ii. In 2017, \$25.00 per ton, multiplied by an inflationary factor included in **Janesville's** agreement with its Yard Waste management contractor, multiplied again by five (5) percent.
- b. Such fees shall be assessed on each ton of **Beloit's** Yard Waste hauled from the Drop-off Site by **Janesville's** Yard Waste management contractor to the contractor's licensed Yard Waste composting facilities.
- c. **Janesville** shall provide a segregated area at the Drop-off Site for Yard Waste hauled to the Site by **Beloit** and Beloit residents that are season pass holders. **Beloit** shall be responsible for payment of fees associated with Yard Waste deposited in this segregated area.
- d. **Janesville** shall send **Beloit** an invoice within 10 days after the conclusion of each month during the term of this Agreement in any month where **Beloit** incurs fees as outlined herein. **Beloit** shall pay **Janesville** the full amount invoiced within thirty (30) days after receipt of the invoice.

4. DELIVERY AND ACCEPTANCE OF WASTE

- a. **Janesville** agrees to accept, at its Drop-off Site, Yard Waste delivered to the Site in vehicles and equipment owned by **Beloit**, and from Beloit residents authorized by **Beloit** to also utilize the Drop-off Site.
- b. **Beloit** shall be responsible for establishing an authorization system for its residents which provides a visual identifier of such authorization. **Beloit** must provide instruction to **Janesville** as to the nature of the visual identifier. Persons unable to produce such visual identifier shall not be authorized to utilize the Drop-off Site.
- c. **Janesville** shall weigh all vehicles hauling **Beloit's** Yard Waste from the Drop-off Site. The weight of the Yard Waste shall be determined by subtracting the tare weight of each hauling vehicle from the gross weight of the same vehicle when loaded.
- d. **Beloit** acknowledges that **Janesville** intends to reject Waste that, in **Janesville's** sole determination, would be in violation of this Agreement, **Janesville's** then existing licenses or permits, or would result in a violation of applicable federal, state or local laws, rules, regulations, ordinances or orders.
- e. **Janesville**, at its sole discretion, may detain and inspect the contents of all vehicles delivering Waste to the Drop-off Site. **Beloit** agrees to monitor and

inspect, on a regular basis, the contents of its vehicles in order to ensure that the Waste being delivered to the Drop-off Site contains no Unacceptable Materials. **Beloit** shall not be responsible for the contents of vehicles of City of Beloit residents it authorizes to utilize the Drop-off Site.

- f. **Beloit** shall not deliver to, or dispose of, any Unacceptable Materials at the Drop-off Site unless such action has been agreed to in advance, in writing, by **Janesville** and the Unacceptable Waste is of a type permitted to be disposed of at the Drop-off Site.

5. **RESPONSIBILITIES OF JANESVILLE** At its own expense, **Janesville** shall have the following responsibilities in the administration of this Agreement:

- a. Project Officer. Janesville's Operations Director, or his/her designee, shall act as **Janesville's** representative with respect to this Agreement.
- b. Hours of Operation. At a minimum, unless the hours and/or days are changed by **Janesville**, in which event such changed hours and days shall govern, **Janesville** shall maintain the following hours of operation at its Drop-off Site except as provided in (5)(c) and (d) of this Agreement:

April 1 through October 30
Monday-Friday 8:00 a.m. to 7:00 p.m.

November 1-November 30
Monday-Friday 8:00 a.m. to 5:00 p.m.

December 1 through March 30
Closed

- c. Holidays. The Drop-off Site shall not be open for operations on the following holidays:

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

- d. State-Certified Truck Scale. **Janesville** shall, at all times, maintain a state-certified truck scale with a maximum weighing capacity of 100,000 pounds. Annual calibration, maintenance and licensing information shall be furnished to **Beloit** upon request.
 - e. **Janesville** shall, at all times, observe and comply with all Federal, State and local ordinances, laws and regulations, as from time to time amended, modified, or rectified.
 - f. **Janesville** shall comply with all laws pertaining to sanitation, pollution, and the work performed by **Janesville**, the regulations of the Wisconsin Department of Natural Resources pertaining to solid waste management and recycling, and related Regulations, as from time to time amended, modified, or rectified.
6. **RESPONSIBILITIES OF BELOIT** At its own expense, **Beloit** shall have the following responsibilities in the administration of this Agreement:
- a. Insurance Requirements. **Beloit** shall, at all times, provide, pay for, and have in full force and effect, the following public liability insurance:
 - i. Bodily injury in the amount of \$1,000,000 for each person and \$1,000,000 for each occurrence. Completed operations and products liability aggregate limit of \$500,000 during the term of insurance. For coverage of bodily injuries or death suffered or alleged to have been suffered by any person or persons by reason of or in the course of operations under this Agreement, whether occurring by reason of the acts or omissions of **Beloit**. Such insurance shall be maintained for the Term of this Agreement.
 - ii. Property damage in the amount of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate during the term of insurance. For coverage of damages to property suffered or alleged to have been suffered by any person or persons by reason of or in the course of operations under this Agreement, whether occurring by reason of acts or omissions of **Beloit**. Such insurance shall be maintained for the Term of this Agreement.

b. Laws and Regulations.

- i. **Beloit** shall, at all times, observe and comply with all Federal, State and local ordinances, laws and regulations, as from time to time amended, modified or rectified.
- ii. **Beloit** shall comply with all laws pertaining to sanitation, pollution, and the work performed by **Beloit**, the regulations of the Wisconsin Department of Natural Resources pertaining to solid waste management and recycling, and related regulations, as from time to time amended, modified or rectified.
- iii. **Beloit** shall not, to the extent possible, knowingly deliver for disposal at the Drop-off Site, recyclable materials banned from disposal by §287.07(1m) to (5) Wis. Stats., and Janesville General Ordinance 8.64, as from time to time amended, modified or rectified.

7. **INSURANCE** **Janesville** shall maintain at all times during the Term of this Agreement the insurance coverage set forth below. **Janesville** agrees to waive all rights of recovery by way of subrogation against **Beloit** in connection with any claims and/or damages covered by any of the insurance policies required to be maintained by **Janesville** under this section and **Janesville** agrees that it shall cause all such insurance policies to provide that the insurance company waives all rights of recovery by way of subrogation against **Beloit** in connection with any claims and/or damages covered by such policies.

a. Commercial General Liability.

i. General Aggregate Limit	\$1,000,000
ii. Each Occurrence	\$1,000,000
iii. Products/Completed Operations Aggregate Limit	\$1,000,000
iv. Personal & Advertising Injury Limit	\$1,000,000
v. Medical Expense Limit/Any One Person	\$10,000

The commercial General Liability policy will include protection for Bodily Injury and Property Damage Liability arising from premises, operations, products, and completed operations, Contract Liability coverage for this Agreement and related agreements, including subcontracts, coverage for Bodily Injury or personal injury inflicted by one employee upon another, and coverage for Property in the care, custody or control of **Janesville** or a "Property of Others" policy.

- b. Automobile Liability Insurance. **Janesville** shall maintain during the life of the Agreement such Automobile Liability insurance as shall protect it against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired or now-owned automobiles used by or for it in any capacity in connection with the carrying out of this Agreement. The minimum acceptable limits of liability to be provided by such Automobile Liability insurance shall be as follows:

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit

- c. Worker's Compensation. **Janesville** shall provide Worker's Compensation insurance coverage including coverage for injuries caused by fellow employees in accordance with Wisconsin statutory limits.
- d. Changes in Coverage. **Janesville** shall not discontinue or change liability insurance policies in effect during any part of this Agreement without buying "tail end" insurance to cover the potential claims that may have occurred during the term of this Agreement. The hold harmless, indemnity and insurance provisions of this Agreement shall survive the termination of this Agreement and shall remain operative until the time that all potential claims or potential civil actions by the Parties or by third parties shall expire under existing law.

8. INDEMNIFICATION

- a. **Beloit** shall, at all times, save and keep harmless **Janesville**, its officers, agents and employees of and from all liabilities, liens, judgments, costs, damages and expenses of whatsoever kind which may in any way be suffered by **Janesville** or by any of its officers, agents or employees, or which may accrue against or be charged to or recovered from **Janesville**, or its said officers, agents or employees by reason of or in consequence of **Beloit's** performance under this Agreement.
- b. **Janesville** shall, at all times, save and keep harmless **Beloit**, its officers, agents and employees of and from all liabilities, liens, judgments, costs, damages and expenses of whatsoever kind which may in any way be suffered by **Beloit** or by any of its officers, agents or employees, or which may accrue against or be charged to or recovered from **Beloit**, or its said officers, agents or employees by reason of or in consequence of **Janesville's** performance under this Agreement.

9. **PERSONNEL** The Parties shall employ, at their own expense, all personnel required to perform the services required by this Agreement. No person employed by one of the Parties shall be construed to be an employee of the other Party at any time. The Parties warrant that all personnel engaged in the work performed under this Agreement shall be qualified and authorized/permitted by the State of Wisconsin to perform said work.

10. **DATA TO BE FURNISHED** Secondary sources of information, data, reports, audits, records and maps as owned by **Janesville** and necessary for carrying out the work as outlined in this Agreement shall be furnished to **Beloit** upon request and without charge by **Janesville**.

11. **TRANSFER OR ASSIGNMENT OF AGREEMENT** This Agreement, and the rights and privileges granted to the Parties pursuant to this Agreement, shall be binding upon and inure to the benefit of the successors of such parties hereto; provided, however, that no party may transfer or assign (whether by operation of law, merger, or otherwise) this Agreement, or its rights or obligations under this Agreement without prior written consent of the other party which consent shall not be unreasonably withheld, conditioned or delayed.

12. **NOTICES** All notices or other communications to be given hereunder shall be in writing and shall be sent by facsimile, overnight delivery, or first class United States mail, properly addressed as follows:

Janesville John Whitcomb, Operations Director
City of Janesville
P.O. Box 5005
Janesville, WI 53547-5005

Beloit Christine Walsh, Director of Operations
City of Beloit Operations Facility
2351 Springbrook Court
Beloit, WI 53511

13. **AMENDMENTS** No amendment to this Agreement shall be binding upon any party hereto until such amendment is reduced to writing and executed by the Parties.

14. **ENTIRE AGREEMENT** This Agreement contains the entire agreement of the Parties regarding this project. All prior negotiations and discussions have been merged into this Agreement.

15. **FORCE MAJEURE** No party shall be responsible to the other party for any losses if the fulfillment of any term of this Agreement is delayed or prevented by civil disorders, wars, strikes, floods, fires, acts of God, or by any other cause not within the reasonable control of the party whose performance was interfered with and which, by the exercise of reasonable due diligence, such party is unable to prevent, whether or not of the class of causes unenumerated above, and the time for performance shall be extended for the period of delay occasioned by any such cause.

16. **HEADINGS** The headings set forth in this agreement are for convenience and reference only and do not define or limit the scope or content of this Agreement or affect any of its provisions.

17. **DEFAULT AND NOTICE OF DEFAULT** In the event any party fails to comply with or perform any of the covenants, agreements and obligations to be performed by that party under the terms and provisions of this Agreement, the other party shall be entitled to pursue any and all remedies available at law or in equity including, without limitation, a suit for specific performance of this Agreement. Any Party seeking to enforce its rights hereunder may do so only after giving advance written notice to the other party reasonably identifying the alleged breach and giving the breaching party thirty (30) days in which to cure the alleged breach, unless the cure cannot reasonably be completed within said thirty (30) days period, at which time the cure period will be extended by a reasonable time necessary for said cure.

18. **APPLICABLE LAW AND JURISDICTION** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, and the Parties agree that Rock County, Wisconsin, shall have jurisdiction to handle any litigation between the Parties.

19. **AFFIRMATIVE ACTION** **Janesville** represents and warrants that it will adopt an affirmative action plan to increase its partners, associates, and employees member of under-represented groups in all of its departments, job classifications, and salary categories in compliance with applicable Federal and State guidelines. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of that Ordinance.

20. **NONDISCRIMINATION** **Janesville** shall not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. In the

event any portion of this Agreement is subcontracted by **Janesville, Janesville** shall include in such subcontract, a provision prohibiting the subcontractor from discriminating against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex or sexual orientation. This provision is inserted herein in compliance with section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of said Ordinance.

21. **WAIVER** No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted the waiver.

22. **SEVERABILITY** The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any provision may be invalid or unenforceable in whole or in part.

23. **TIME OF THE ESSENCE** It is specifically declared that time is of the essence of the performance of the Agreement by each party hereto of each, every, and all provisions of this Agreement.

24. **MEASURES** **Janesville** shall cooperate and maintain proper record keeping pertaining to Yard Waste quantities delivered by **Beloit** and certain Beloit residents and in conformance with all applicable federal, state and local laws. **Janesville** shall also cooperate with all reasonable directives from **Beloit** for procedures to evaluate the performance of **Janesville** on the following measures. The following measures shall be evaluated and utilized by **Beloit** in determining whether to agree to an extension of the Term of this Agreement:

- a. Number of driver and citizen complaints and resolution of said complaints.
- b. Number of accidents at the Drop-off Site involving **Beloit's** vehicles.
- c. Length of time taken to unload **Beloit's** trucks at the Drop-off Site.
- d. Condition of the Drop-off Site.
- e. Any other aspects of evaluation imposed by **Beloit**.

25. **INTEREST OF PUBLIC OFFICIALS**

- a. Interest of Members of **Janesville**. No member of the governing body of **Janesville** and no other officer, employee, or agent of **Janesville** who exercises any functions or responsibilities in connection with the planning and

carrying out of the program shall have any personal financial interest, direct or indirect, in this Agreement; and **Janesville** shall take appropriate steps to assure compliance.

- b. Interest of Members of **Beloit**. No member of the governing body of **Beloit** and no other officer, employee, or agent of **Beloit** who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this Agreement; and **Beloit** shall take appropriate steps to assure compliance.

26. DISPUTE RESOLUTION Any disputes related to this Agreement that are not resolved by mutual agreement of the Parties shall be resolved in a court of competent jurisdiction in Rock County, Wisconsin. Either party may sue the other for declaratory judgment, damages, specific performance, injunctive relief or any other legal or equitable relief as may be provided by law. All remedies are cumulative and not exclusive. The performance of this Agreement and the resolution of all disputes connected therewith shall be governed by the laws and regulations of the State of Wisconsin.

27. TERMINATION UPON BREACH If either Party commits a breach or default in the performance or observance of any of its obligations under this Agreement, and such breach or default continues for a period of thirty (30) days or any other period of time provided for in Paragraph 17 of this Agreement then the non-breaching Party shall have the right to terminate this Agreement, with immediate effect, by giving written notice to the breaching or defaulting Party.

Signatures on Following Page

IN WITNESS WHEREOF, the Parties agree to the terms of this Agreement.

CITY OF BELOIT

CITY OF JANESVILLE

By: _____
Lori S. Curtis Luther, City Manager

By: _____
Mark Freitag, City Manager

ATTEST:

ATTEST:

By: _____
Lorena Rae Stottler, City Clerk

By: _____
David T. Godek, City Clerk-Treasurer

APPROVED AS TO FORM:

By: _____
Elizabeth A. Krueger, City Attorney

I hereby certify that there are sufficient funds available to pay the liability incurred by the City of Beloit pursuant to this agreement.

By: _____
Eric Miller, City Comptroller



CITY OF JANESVILLE

Wisconsin's Park Place

February 25, 2016

Ms. Lori S. Curtis Luther
City Manager, City of Beloit
100 State Street
Beloit, WI 53511

Dear Ms. Curtis Luther:

The City of Janesville is pleased to offer the City of Beloit the following rates, terms and conditions for disposal of Beloit's yard waste at the City of Janesville yard waste drop-off site:

- In 2016, \$26.25 per ton.
- In 2017, \$25.00 per ton, multiplied by an inflationary factor included in Janesville's agreement with its yard waste management contractor, multiplied again by five (5) percent.
- Janesville will segregate all of Beloit's yard waste (except brush) to ensure Beloit is charged only for waste originating in Beloit.
- Beloit shall be responsible for developing a residency verification system for its residents which must be presented to the attendant at the drop-off site in order to access the site.

Both communities have worked diligently to assemble information and discuss a potential intergovernmental agreement to dispose of Beloit's yard waste at the City of Janesville yard waste drop-off site. I believe we have offered Beloit an appropriate solution, and our staff is fully committed to providing excellent service to you and your residents. This is the second such intergovernmental agreement with your City and further expands the cooperative efforts between the two communities, not to mention, one which provides economic value for residents as well.

Kindly let me know if you require any additional information. Thank you for your consideration and continued partnership. I look forward to your positive response.

Warm regards,



Mark A. Freitag
City Manager



CITY MANAGER'S OFFICE

CITY HALL • 18 N. JACKSON ST., P.O. BOX 5005 • JANESVILLE, WI 53547-5005 • (608) 755-3177 • FAX: (608) 755-3196



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**RESOLUTION AUTHORIZING SCHEDULE OF FEES AND CHARGES
FOR SOLID WASTE COLLECTION AND MANAGEMENT**

WHEREAS, the City of Beloit has the authority to establish reasonable fees for services provided or costs incurred in the administration of government; and

WHEREAS, Chapter 17 of the Municipal Code provides that fees shall be established by City Council resolution; and

WHEREAS, the City manages numerous enterprise operations which are either fully or primarily supported through the establishment of user fees necessary to cover related costs for those services, and;

WHEREAS, the fees and charges set forth hereinafter are reasonable, equitable and necessary to defray the cost of collection, management and disposal of yard waste and other solid waste and recycling operations.

NOW, THEREFORE, BE IT RESOLVED, that the City Council adopts the fees as outlined hereinafter.

SOLID WASTE FEE SCHEDULE

<u>Description</u>	<u>Amount</u>	<u>Unit</u>
Bulky Material – Curbside Collection	\$20.00	Each
Bulky Material – Drop Off Facility	\$15.00	Each
Clean-Up Fee	Cost to city	Each
Dumpster Rental – 4 yd dumpster	\$225.00	Up to 2 days
Dumpster Rental – 8 yd dumpster	\$275.00	Up to 2 days
Early Collection Fee	\$125.00	Each
Solid Waste – Weekly Collection	\$14.00	Month
Solid Waste Hauler (annual)	\$25.00	Annual/Per Vehicle
Televisions	\$5.00	Each
Tires	\$6.00	Each
White Goods – Curbside Collection	\$20.00	Each
White Goods – Drop Off Facility	\$15.00	Each
Yard Waste – Collection Sticker	\$1.50	Sticker (sold in sheets of 5 stickers)
Yard Waste – Seasonal Pass	\$50.00	Each
Yard Waste – Vacuum Service	\$100.00	Annual

Dated at Beloit, Wisconsin this ____ day of _____, 2016.

CITY COUNCIL FOR CITY OF BELOIT

By: _____
Charles M. Haynes, President

Attest:

Lorena Rae Stottler, City Clerk
tdh/files/15-1117/2016 Solid Waste Fee Resolution 20160312 (15-1117)

**RESOLUTION APPROVING
LEASE AGREEMENT
BETWEEN THE CITY OF БЕЛОIT AND
BEЛОIT PROFESSIONAL BASEBALL ASSOCIATION, INC.**

The City Council for the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Lease Agreement between the City of Beloit and Beloit Professional Baseball Association, Inc., be, and is hereby, approved.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute said Lease Agreement on behalf of the City of Beloit and to do all other things necessary to implement the provisions therein.

Adopted this 21st day of March, 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: Resolution Approving Lease Agreement between the City of Beloit and Beloit Professional Baseball Association, Inc. (aka Beloit Snappers Baseball)

Date: March 21, 2016

Presenter(s): Brian Ramsey, Director of Parks & Leisure Services Department(s): Public Works

Overview/Background Information:

The Beloit Professional Baseball Association has been leasing Pohlman Field in Telfer Park from the City of Beloit for as long as their Minor League Affiliate team has been in existence, since 1981. Over the years, this lease has been renewed countless of times, with minor revisions related to the operations and maintenance provisions of the agreement on the behalf of both parties. Their previous agreement expired at the end of December, 2015 and therefore, once again provides an opportunity for minor revisions to the agreement, and is now available for the Councils future consideration.

Key Issues (maximum of 5): The main components that have been addressed for revisions are highlighted below:

- 1.) Term of the new agreement expires on December 31, 2016 and provides an option to extend the lease for two additional one year periods upon written notice within 90 days of the agreements' expiration date.
- 2.) The Association shall maintain the facilities in compliance with Minor League Facility Standards.
- 3.) The Association shall provide the City with an annual accounting of its use and expenditure of all funds received from the City.
- 4.) As the Cricket Cell Tower that was previous on the premises has been decommissioned, and the city will no longer be receiving any revenue from this cell tower, therefore we have eliminated any language in the agreement which referenced this as a funding source for improvements at Pohlman Field.

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

Adoption of the Snappers Agreement Amendment would conform to the stated purpose as designated within the City's Vision Statement, as well as goals 1, 4, & 5 within the Mission Statement of the City of Beloit 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 - NA

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:

Adoption of the Lease Agreement

Fiscal Note/Budget Impact:

The City will make an annual contribution to the Association of \$43,000, subject to approval of this agreement, as well as the annual operating budget by the City Council. The purpose of these funds will accommodate the Snappers cost in maintaining Pohlman Field in exchange for providing baseball games at no additional charge to:

- Beloit Memorial High School,
- Beloit American Legion, and
- Beloit College.

This will include regular scheduled season games, and playoff games, as well as preparation and maintenance of the City's softball field in Telfer Park for all regular season scheduled softball league games, playoffs, and/or rentals.

Appropriate funding has been allocated within the 2016 FY Parks Budget.

**LEASE AGREEMENT
BETWEEN THE CITY OF БЕЛОIT AND
BEЛОIT PROFESSIONAL BASEBALL ASSOCIATION, INC.**

THIS AGREEMENT is made and entered into this 21st day of March, 2016, by and between the City of Beloit, a Wisconsin municipal corporation, hereinafter referred to as "City," and the Beloit Professional Baseball Association, Inc., a Wisconsin not-for-profit corporation, hereinafter referred to as "Association."

WITNESSETH

WHEREAS, the City is the owner of the premises known as Telfer Park, located in the City of Beloit, Rock County, Wisconsin; and

WHEREAS, the Association desires to lease that portion of Telfer Park known as Pohlman Field to conduct professional baseball games, to maintain business and ticket sales offices and to sell merchandise.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. LEASED PREMISES.

The City leases to the Association that portion of Telfer Park known as Pohlman Field as outlined on the map attached hereto marked Exhibit A. The City also grants to the Association the exclusive use of the offices in the clubhouse year round and the non-exclusive use of the parking facilities in Telfer Park. The City also grants to the Association the use of the Pohlman baseball field and the concession stands upon the terms and conditions set forth in this lease agreement.

2. TERM.

- A. The term of this lease agreement shall be for a period of one (1) year, commencing on the date indicated above and ending on December 31, 2016.
- B. The Association shall have the option to extend this lease agreement after December 31, 2016 for two (2) additional one-year periods by serving written notice of its election to so extend upon the City at least 90 days prior to December 31st of each year. All of the provisions of this lease agreement shall be effective during any extension, unless amended by mutual written agreement of the parties.

3. USE OF PREMISES.

- A. The Association may use Pohlman Field for the purpose of conducting professional baseball games and such other uses and activities as are incidental thereto.
- B. Beloit Memorial High School, Beloit American Legion and Beloit College may use the baseball facilities for regular season and playoff games at no charge. The Association, at the Association's discretion, may charge a fee to other users in order to recover the cost of preparing Pohlman Field for a baseball event, including any tournaments sponsored by Beloit Memorial High School, Beloit American Legion or Beloit College. The Association shall have the full responsibility and authority to direct the operation and use of Pohlman Field for all baseball-related activities and uses. The Association shall have the responsibility to coordinate the scheduling of all users of Pohlman Field. The Association has the authority to establish time limits for the use of the field by other baseball users and to make decisions on the suitability and playability of the field during inclement weather.
- C. The City reserves the right to use the Pohlman Field facilities for any non-baseball event on those days, or at those times that the facilities are not in use by the Association or other baseball teams. When the City uses the facilities for any City-sponsored event, the City shall be responsible for maintaining and cleaning Pohlman Field during and after the event. No fee or charge will be made for any City use of the facility.
- D. The Association may not assign or sublet the premises for non-baseball events without prior written consent of the City, including special events or community events. All rent paid by approved subtenants shall belong to the Association.
- E. The Association shall have the right to continuous and exclusive use and occupancy of the concession stands located at Pohlman Field. The Association may sell food and beverage products and such other merchandise as is commonly sold at baseball stadiums such as helmets, bats, shirts and other souvenirs. Alcohol beverages may only be sold and consumed at Pohlman Field in compliance with alcohol license provisions and within the area outlined on the map attached hereto marked Exhibit B. Food and merchandise other than alcohol beverages may be sold within the fenced-in area of Pohlman Field.

- F. Tailgating shall be allowed for three (3) hours in advance of each Association game at Pohlman Field. The tailgating shall be limited to designated areas of the parking lots in Telfer Park as shown on Exhibit D attached hereto. There shall be no alcohol consumed in tailgating areas. The Association shall be responsible for oversight of tailgating activities, as well as cleanup of any debris and refuse by no later than 10:00 AM on the morning following each event. The City reserves the right to terminate tailgating whenever in its sole discretion it deems termination is appropriate. Should the City terminate tailgating, it shall provide the Association a written notice from the Director of Parks and Leisure Services five (5) days in advance of such termination.
- G. The parking lot facilities at Telfer Park shall be available for use by the Association and its patrons on a non-exclusive basis, except for the designated tailgating areas on days tailgating is permitted and on such days the use of the designated tailgating areas shall be under the exclusive control of the Association. No charge shall be made by the Association for the parking of motor vehicles at Telfer Park; provided, however, the Association may charge a fee for participation in tailgating activities in the designated area allowed for tailgating only.
- H. The scoreboard at Pohlman Field shall be maintained, used and operated by the Association, and the Association acknowledges its responsibility to maintain and repair the scoreboard as provided in Section 4B herein. The scoreboard shall be made available for other events allowed under this section and the Association shall have the right to operate or manage the operation of the scoreboard for such other events if it so chooses. The Association acknowledges that the scoreboard shall remain the property of the City.

4. MAINTENANCE & REPAIR.

- A. The Association, at its sole cost and expense, shall furnish all personnel, materials, supplies, equipment and services necessary to operate, protect, preserve, maintain, restore and repair all damage to Pohlman Field, including damage caused by normal wear and tear. The Association shall also perform preseason and post season maintenance and repairs to the areas described in Section 4B below.
- B. The Association shall maintain and repair the playing field, grandstand, stadium grounds, clubhouse, offices, locker rooms, scoreboard, restrooms, interior and exterior fencing, concession

stands, field lighting and all other areas of Pohlman Field. The Association shall also clean up any trash generated by activities at Pohlman Field, including trash in the Telfer Park parking lots and within the terrace area of Skyline Drive between Mason Drive and Robin Road. All litter shall be removed within 24 hours of conclusion of a game. The Association's duties hereunder shall include all events allowed under Section 3 above.

- C. The maintenance and repairs will be completed by the Association so that at all times Pohlman Field will be available and equipped for use for baseball games and will be maintained in a neat, clean, attractive and safe manner and will constitute a high quality baseball field and related facilities for athletic events and such other events as can be reasonably conducted in facilities of this type.
- D. The Association shall obtain trash-hauling services and pay for the removal of trash generated by activities at Pohlman Field. The Association shall be responsible for any repairs to the dumpster enclosure due to operator error. The Association shall keep the dumpster enclosure gates closed at all times when not in use. The Association's hauler shall keep the dumpster in good repair.
- E. The City shall permit the Association to use an infield grooming machine for the preparation of Pohlman Field and the Telfer Park softball field for games. The Association is under no obligation to prepare the Telfer Park softball field for City leagues in the event the infield grooming machine is not operational. The Association shall operate the infield grooming machine in accordance with acceptable operating procedures. The Association shall be responsible for maintenance and repairs, including any repairs or damages due to normal wear and tear or operator's neglect.
- F. The Association shall prepare the Telfer Park softball field for City-sponsored softball league games and field rentals, commencing in April and concluding in October. The City shall provide the Association with a two (2) week advance notice of any regularly scheduled softball games. The City shall decide on the cancellation status of games due to weather and field conditions. The City shall supply field material. City personnel may assist with preparation of the softball field in the event of wet field conditions.
- G. The Association shall perform all grass trimming within the areas of Telfer Park outlined in the map attached hereto marked Exhibit C. Areas to be trimmed include fencelines, structures, poles, signs including "Welcome Sign" area), trees, and shrubbery. The Association shall furnish all personnel, equipment, materials, and

supplies for performance of all grass trimming. The Association shall perform the grass trimming on a regular basis, April 1st through September 30th. The grass height shall not exceed three (3) inches. All vehicular mowing within the area outlined in Exhibit C shall be performed by the City.

- H. The City, by its Director of Parks & Leisure Services, or his/her designee, shall inspect periodically to insure that the Association is properly maintaining Pohlman Field. All inspections shall be scheduled in advance by mutual agreement. All inspections shall be done with a representative of the Association. A written inspection report shall be prepared by the City and submitted to the Association. If the maintenance is not in accordance with the terms of this lease agreement, the Director shall notify the Association of the deficiencies in writing. The Association shall correct all deficiencies, within the time as required by the Director, which shall not exceed two (2) weeks. If not completed as required, the City may cause the work to be done, charge the Association for the cost of the work, and the billing for the cost shall be immediately due and payable.
- I. Requests by the Association for utilization of City employees for obligations not required by this lease agreement will be scheduled as time allows. The City agrees, depending upon staff availability, to provide management assistance to the Association. There will be no fee for this service.
- J. The City will maintain and repair the Telfer Park parking lots for use year-round. The City will remove snow from the parking lots.
- K. The Association shall maintain the facilities in a manner that complies with the "Minor League Facility Standards and Compliance Inspection Procedures" as amended from time to time and as such standards are applicable to the Association by Major League Baseball, including the written "grandfathering" of any existing non-conformance.

5. UTILITIES.

The Association shall pay for gas and electric charges for Pohlman Field directly to Alliant Energy Corporation. The Association will pay sewer and water utility charges for Pohlman Field directly to the City Treasurer. All utility and sewer charges shall be paid on or before the due date.

6. ALTERATIONS AND IMPROVEMENTS.

- A. The Association shall make no structural alterations or improvements of the leased premises without first submitting plans and specifications therefore to the City for written approval. Specific written authority must be granted by the City Manager, or his/her designee, and such construction shall comply with all applicable laws and regulations in effect at the time of such construction. The Association shall be responsible for obtaining any necessary permits, approvals or other legally required advance permission required for any work on the premises.
- B. The Association shall guarantee the satisfactory completion of the improvements and payment of all debts and claims arising from the construction shall be the sole cost and expense of the Association.
- C. Any repairs or improvements made to the leased premises by the Association shall be for the purpose of improving the premises as a baseball stadium.
- D. Any improvements or alterations necessary to maintain the leased premises, as defined herein, shall be in compliance with all Federal, State, and City codes. The costs thereof shall be paid as provided for in this lease agreement; provided that any costs to comply with future regulatory changes impacting food or beverage service shall be solely the responsibility of the Association, except for such costs relating to the main food stand under the center grandstand area, which shall be the responsibility of the City.
- E. The parties acknowledge that all improvements to the real estate, fixtures or City equipment at Pohlman Field are the property of the City with the exception of any equipment that is purchased and installed by the Association and which can be removed from the premises without damage to the premises. Such equipment may be removed by the Association at any time, including at the time of termination of this lease.
- F. The Association shall be responsible to pay for all damages to the facilities caused by the Association's use or management of the leased premises.
- G. The Association may submit to the Director of Parks & Leisure Services from time to time a list of capital improvement projects proposed by the Association to be constructed on the leased premises during the next five (5) years. The Association shall indicate the estimated cost of each project and the amount that the

Association would contribute toward the payment of the cost of each project. Any such project agreed to by the City in writing shall be included in the City's Capital Improvement Program and reviewed annually by the City Council. The Association may invest any and all net income from the operations of the Association in the leased premises to fund capital improvement projects.

7. CONTRIBUTION BY CITY FOR NON-ASSOCIATION ACTIVITIES.

- A. The City anticipates that it will make an annual contribution to the Association:
- (1) In recognition of the recreational and economic benefits derived from having a professional baseball team located within the City.
 - (2) As payment for the use of the baseball facilities by the City and local Beloit baseball teams.
 - (3) As payment for services provided to the City by the Association as described in Sections 4F and 4G of this lease agreement.
 - (4) As the City's proportional share of the maintenance, utility and capital improvement costs incurred in the operation of Pohlman Field.
- B. The City's contribution described in Section 7A is subject to approval by the City Council as part of the Annual Operating Budget approval process. The contribution is not guaranteed prior to such approval.
- C. The City's annual contribution to the Association is \$43,000 for this lease term. The City will pay the contribution in three (3) equal installments on April 1st, June 1st and August 1st of each term of this lease agreement.

8. TEAM OPERATIONS AND MANAGEMENT.

The Association is not a department or division of the City of Beloit. The relationship between the parties is that of landlord and tenant. The Association accepts full and exclusive responsibility for payment of any and all taxes arising out of the Association's minor league baseball operations, including but not limited to income taxes, employee

withholding taxes, employer contributions for employees' social security taxes, sales taxes on sales of merchandise and any other tax that may arise out of the Association's operations and activities.

9. RECORDS.

The Association shall provide for inspection by the City an annual accounting of its use and expenditure of the annual contribution received from the City under Section 7(C). The accounting shall be sufficiently detailed to allow the City to accurately determine the usage of all such funds. Furthermore, the City shall have the right to inspect or cause to be inspected the books and accounts of the Association at any time during normal business hours or upon reasonable advance notice.

10. LIQUIDATION.

The parties agree that the Association is a Wisconsin not-for-profit corporation. Upon the winding up of the affairs of the Association and at such time as it shall dissolve and liquidate, all assets of the Association shall be deposited in the Stateline Community Foundation, Inc. and dispersed to the City in equal principal payments plus accrued annual interest earnings over 20 years to support the City of Beloit's Parks & Leisure Services' improvement programs.

11. CONDITION OF PREMISES.

Upon termination of the lease agreement, the Association will surrender the leased premises to the City in as good a condition as it was at the commencement of this lease agreement, ordinary wear and tear accepted. The Association shall not be responsible to repair any damage that was not caused by the Association, its officers, directors, employees, agents or patrons.

12. DESTRUCTION OF PREMISES.

In the event the premises are totally destroyed by fire or other casualty, the City may, at its option, terminate this lease agreement, or it may rebuild the buildings and structures on said premises and the rent shall abate between the time of such destruction and the time the facilities are rebuilt and ready for occupancy. In the event of partial destruction by fire or other casualty, the City may, at its option, terminate this lease agreement or rebuild or repair said premises. In the event that the rebuilding or repair of said premises by the City does not return the premises to a quality or standard at least equal to the condition of said premises prior to its destruction, the Association may, at its option,

terminate this lease agreement upon issuance of a 30-day notice to the City.

13. CROWD CONTROL.

- A. The Association assumes full responsibility for the conduct of all persons admitted to the leased premises by the Association or its officers, directors, employees or agents.
- B. The Association shall during the periods of use of such facilities provide security personnel and shall make arrangements as necessary to secure the concession stands, locker rooms and other facilities for the protection of persons and property.
- C. The Association will not admit to the premises a larger number of persons that can safely and freely move about in the enclosed portion of the spectator facilities.
- D. The City reserves the right to eject any person from the leased premises who behaves in such a manner as to endanger the safety of persons or property at that location. The Association hereby waives any right to make a claim for damages against the City for ejecting any person from the premises who behaves in such manner.

14. ADVERTISING AND OTHER GRAPHICS.

Advertising signs may be installed anywhere upon that portion of Telfer Park defined as Pohlman Field and outlined on the map hereto marked Exhibit A. The City reserves the right to request removal of any advertising signs which are determined to be inappropriate due to location or content.

15. PERMITS AND LICENSES.

- A. To the extent that any permits or licenses are required by any federal, state or local agency for its use and operation of premises, the Association shall obtain and pay for such permits or licenses.
- B. The Association shall obtain all necessary restaurant and alcohol beverage licenses and shall comply with all regulations pertaining thereto. The Association shall also maintain and clean all areas where concession items are sold and consumed.
- C. Alcohol beverages may be sold or furnished only if the required license is obtained by the Association. The alcohol beverages shall

be sold only for the period of time from two hours before a scheduled event to the termination of the scheduled event, but in no case shall sales continue past midnight. A person shall be allowed to purchase and consume alcohol beverages only within the fenced-in area of Pohlman Field. The Association shall take all necessary precautions to insure that no person brings alcohol beverages onto the leased premises, except within the areas designated for tailgating under the terms and conditions approved for that activity.

16. IMPOSSIBILITY OF PERFORMANCE.

Neither the City nor the Association shall be obligated to or liable for the performance of any term or condition of this lease agreement on its part to be performed if such performance is prevented by fire, earthquake, flood, act of God, riots or civil commotions, or by reason of any other matter or condition beyond the control of either party.

17. NON-DISCRIMINATION.

The Association will not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. In the event any portion of this lease agreement is subcontracted by the Association, the Association shall include in such subcontract, a provision prohibiting the subcontractor from discriminating against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of said ordinance.

18. AFFIRMATIVE ACTION.

The Association agrees to adopt an affirmative action plan to increase in its partners, associates, and employees members of under-represented groups in all of its departments, job classifications, and salary categories. In the event that the Association subcontracts any portion of this lease agreement, the Association will include, in its subcontracts, a requirement that its subcontractors adopt an affirmative action plan. The Association will also include a requirement that its subcontractors include a similar requirement in their contracts with their subcontractors. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of that ordinance.

19. INDEMNIFICATION.

Each party agrees to indemnify and hold the other party harmless from liability for injuries to persons or damage to property caused by the acts or omissions of that party, its officers, employees, or agents. The provisions of this section shall survive the termination of this lease agreement.

20. INSURANCE.

- A. The City shall maintain its policies of comprehensive general public liability insurance with respect to Pohlman Field.
- B. The Association shall, at its expense, procure the following insurance policies from insurance companies licensed to do business in the State of Wisconsin in amounts and coverages not less than hereinafter set forth. All insurance companies and required endorsements shall be approved by the City prior to the execution of this lease agreement.

- (1) Commercial General Public Liability Insurance. The Association shall procure a Commercial General Liability policy providing coverage at least as broad as Insurance Services Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, Explosion, and Collapse with the following minimum limits and coverages:

General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit/Any One Fire	\$ 100,000
Medical Expense Limit/Any One Person	\$ 5,000

The Commercial General Liability policy will include protection for:

- (a) Bodily Injury and Property Damage Liability arising from premises, operations, products and completed operations.
- (b) Contract Liability coverage for this lease agreement and related contracts, including subcontracts.

- (c) Coverage for bodily injury or personal injury inflicted by one Association employee upon another.
- (2) Worker's Compensation Policy. The Association shall provide a Worker's Compensation insurance policy with limits established by Wisconsin Statutes.
- (3) Insurance coverage for damage to the Association's property at Pohlman Field.
- (4) Commercial Automobile Liability Insurance. The Association shall provide Commercial Automobile Liability insurance with coverage at least as broad as Insurance Services Office Business Automobile Form with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 – "Any Auto" basis.
 - (a) Uninsured/Underinsured Motorist Liability coverage at full policy limits.
 - (b) Cross-suits.
 - (c) Bodily injury and property damage for the transportation of mobile equipment by a vehicle owned or operated by the Association or rented or leased to the Association.
- (5) Liquor Liability. The Association shall provide the City with a liquor liability policy providing coverage with minimum limits of \$1,000,000 per occurrence.
- (6) Umbrella Liability. The Association shall provide an umbrella liability policy providing coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, Liquor Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.
- (7) Certificate of Insurance. The Association shall provide the City with a certificate of insurance coverage required by this lease agreement. The certificate shall name the City as an additional insured and shall provide that the policies of

insurance shall not be canceled or altered without 30 days prior written notice of the City.

- C. If third parties are allowed to use Pohlman Field to conduct events for which an admission fee is charged, the City and the Association shall require the user to provide evidence of commercial general public liability insurance with coverage in an amount which is not less than the coverage required of the Association under this lease agreement.
- D. It is hereby agreed and understood that the insurance required herein is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force during the entire term of the lease agreement and remain in force until the expiration thereof.

21. DEFAULT.

If either party fails to comply with any term, condition or provision of this lease agreement, the non-defaulting party shall give the defaulting party a written notice requiring the defaulting party to cure its default within 30 days of the date the notice is served upon the defaulting party. If the defaulting party fails to cure the default within the 30-day period, the non-defaulting party may pursue any legal remedy available, including an election to terminate this lease agreement. Any election to terminate shall be in writing and shall not be effective until 30 days after the date said notice is served upon the other party.

22. ASSIGNMENT.

The Association may not assign its interest in this lease agreement to a third party without the written consent of the City.

23. NOTICES.

All notices required to be given under the terms of this lease agreement shall be personally delivered or sent, postage prepaid, by depositing the same in United States mail addressed as follows:

To City: City Manager
 City of Beloit
 100 State Street
 Beloit, WI 53511

To Association: Beloit Professional Baseball Association, Inc.
2301 Skyline Drive
Beloit, WI 53511

24. BINDING EFFECT.

This lease agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City of Beloit has caused this instrument to be signed by its City Manager and City Clerk, having been duly authorized to do so, and the Beloit Professional Baseball Association, Inc. has caused this instrument to be signed by its Chairman and Treasurer, having been duly authorized to do so, on the date first written above.

CITY OF BELOIT

BELOIT PROFESSIONAL BASEBALL ASSOCIATION, INC.

By: _____
Lori S. Curtis Luther, City Manager

By: _____
Dennis M. Conerton
President

ATTEST:

By: _____
Lorena Rae Stottler, City Clerk

Jeffrey Klett
Vice President

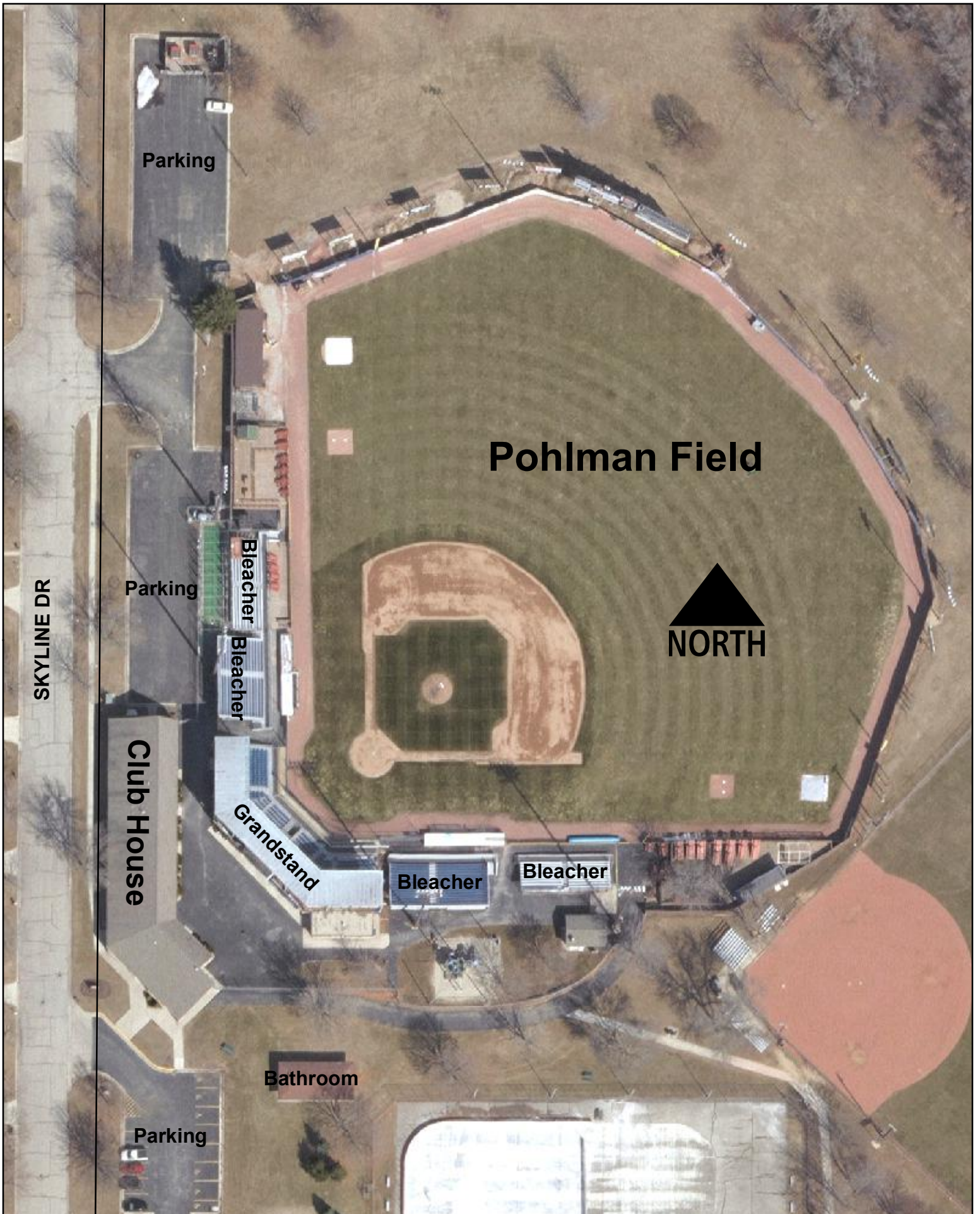
APPROVED AS TO FORM:

By: _____
Elizabeth A. Krueger, City Attorney

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

By: _____
Eric R. Miller, City Comptroller

tdh/files/98-1023/2016 Agreement=20160304



Parking

Pohlman Field

NORTH

SKYLINE DR

Parking

Bleacher

Bleacher

Club House

Grandstand

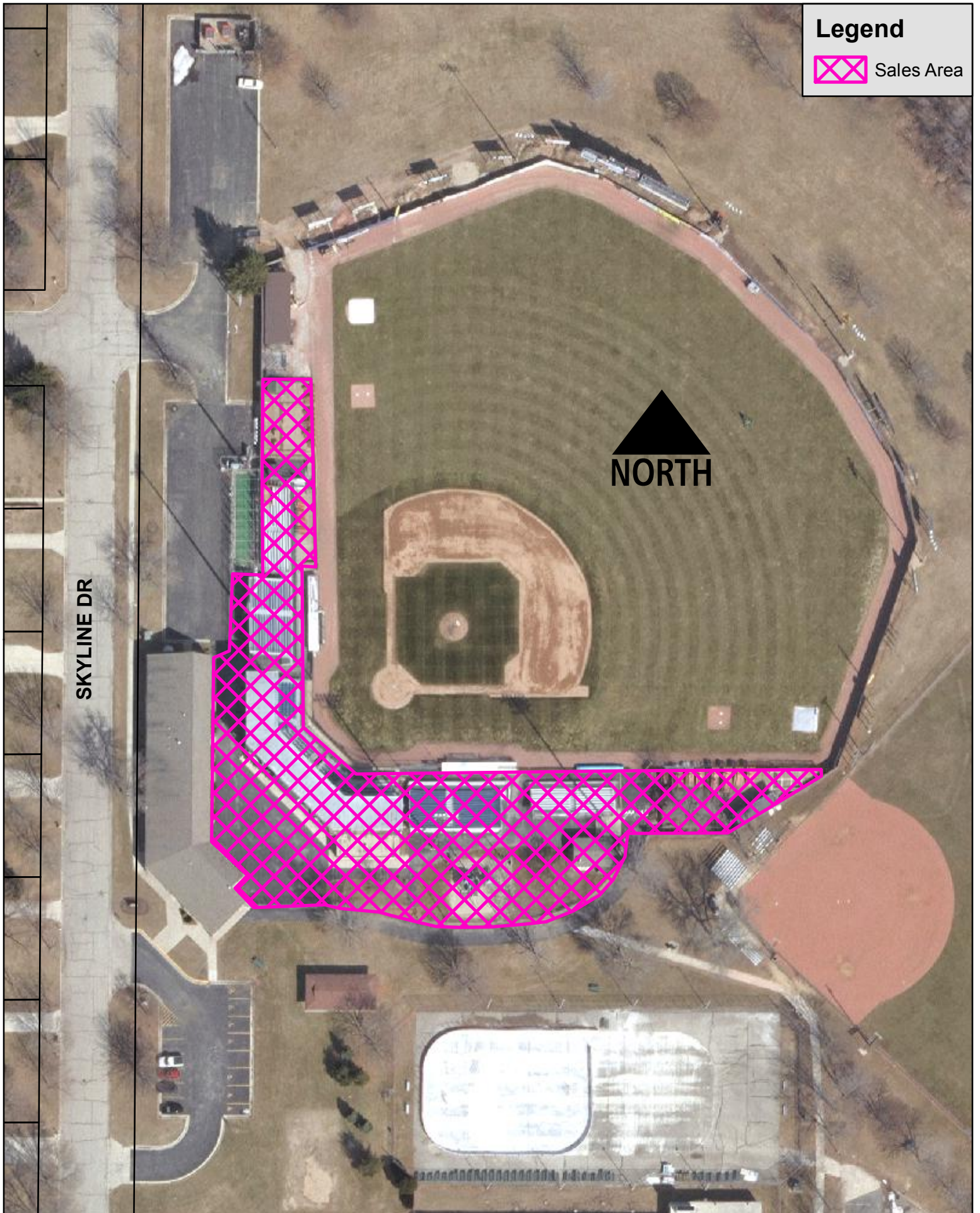
Bleacher

Bleacher

Bathroom

Parking

Exhibit A - Pohlman Field

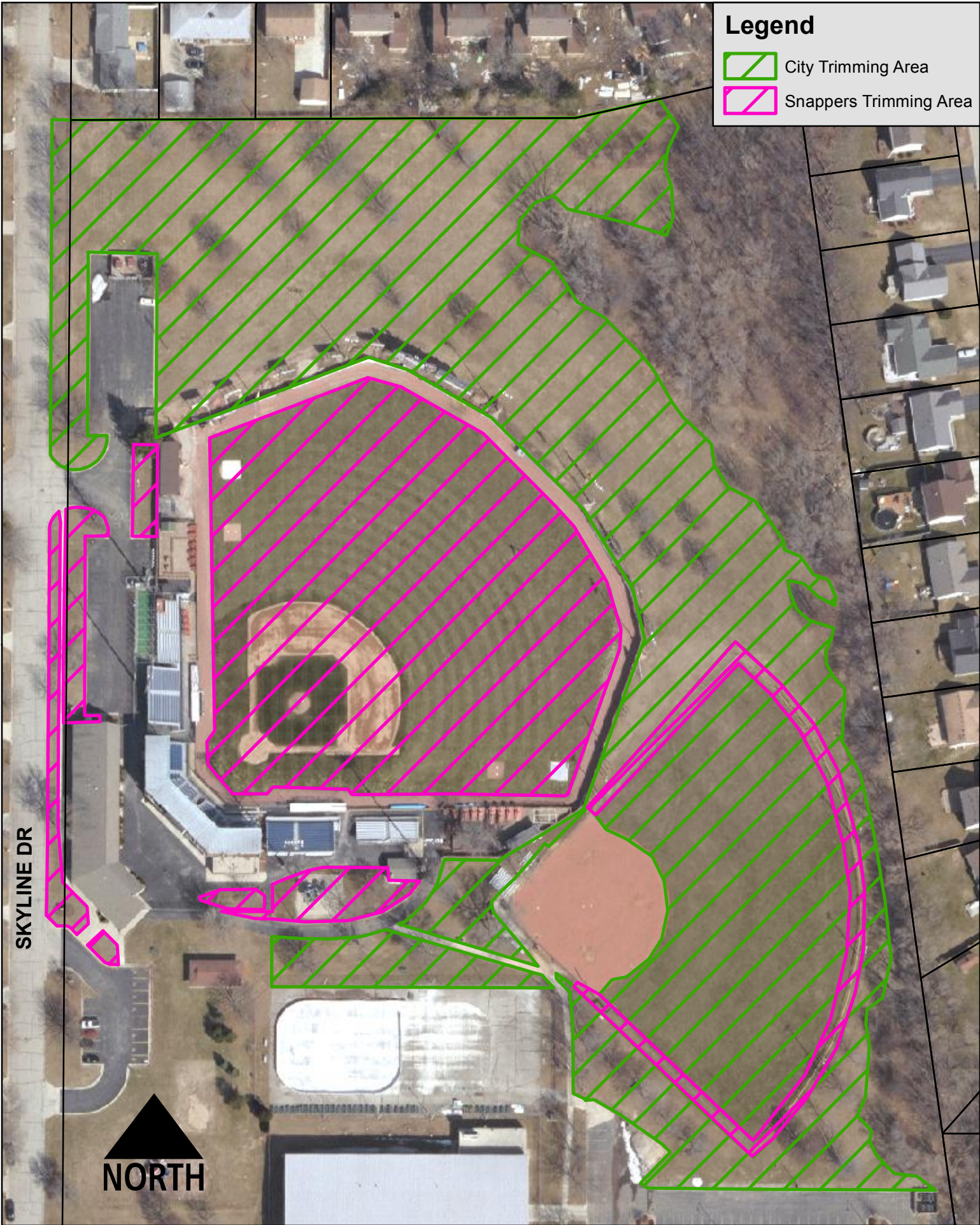


Legend
Sales Area



SKYLINE DR

NORTH

Exhibit B - Sales Area at Pohlman Field



Legend

-  City Trimming Area
-  Snappers Trimming Area

SKYLINE DR



Exhibit C - Trimming Area at Pohlman Field



Legend

 Tailgate Area


NORTH

Exhibit D - Designated Tailgate Area at Pohlman Field

**RESOLUTION APPROVING FIRST AMENDMENT TO THE
DEVELOPMENT AGREEMENT BETWEEN CITY OF БЕЛОIT,
200 WEST GRAND AVENUE, LLC,
AND EAST GRAND AVENUE DEVELOPMENT, LLC,
FOR THE SALE OF 80 EAST GRAND AVENUE AND
100 EAST GRAND AVENUE, БЕЛОIT, WISCONSIN**

The City Council for the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached First Amendment to the Development Agreement dated May 19, 2015 between the City of Beloit, 200 West Grand Avenue, LLC, and East Grand Avenue Development, LLC, for the Sale of 80 East Grand Avenue and 100 East Grand Avenue, Beloit, Wisconsin, be, and is hereby, approved.

BE IT RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute said First Amendment on behalf of the City of Beloit and to do all other things necessary to implement the provisions therein.

Adopted this 21st day of March, 2016.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Lorena Rae Stottler, City Clerk

Topic: Resolution approving a First Amendment to Development Agreement between the City of Beloit, 200 West Grand Avenue, LLC and East Grand Avenue Development, LLC.

Date: March 21, 2016

Presenter(s): Andrew Janke/Elizabeth Krueger

Department(s): Economic Development/City Attorney

Overview/Background Information: On May 19, 2015 Council approved a Development Agreement between the City of Beloit, 200 West Grand Avenue, LLC and East Grand Avenue Development, LLC. The Agreement outlined the terms and conditions for a multi-property redevelopment project involving the City owned property located at 80 and 100 East Grand Avenue ("Site B") and the property owned by 200 West Grand Avenue, LLC located at 200 West Grand Avenue and 525 Cross Street ("Site A").

The Agreement provided Grand Avenue Development an opportunity to complete a Due Diligence investigation. An issue identified in the investigation has resulted in the parties willingness to amend the Development Agreement to expedite the conveyance of Site B to the developer and encourage the redevelopment of both Site A and Site B.

All the terms and conditions of the original agreement remain in place with the amendments as outlined below:

Key Issues (maximum of 5):

1. Grand Avenue Development reasserts its commitment to redevelop the former Kerry manufacturing plant as a mixed-use development that will involve partial demolitions and substantial reconstruction. Furthermore, Site B Owner reasserts its commitment to purchase for \$1.00 the City owned property located at 80/100 East Grand Avenue and undertake a renovation that is compatible with the surrounding architecture.
2. Grand Avenue Development and Site B Owner agrees to undertake a substantial redevelopment of both Site A and Site B as indicated in the original preliminary plans that were approved in the original Agreement. The plans include a Redevelopment goal of approximately 172,000 square feet of residential and commercial space at Site A and an exterior renovation at Site B. Since the original Agreement was approved WDNR has provided conditional approval of the preliminary façade renovation plans. Potential private investment in both sites is estimated at \$8,000,000 and could attract up to 3 new businesses and create up to 30 new jobs. The Developer is not obligated to meet these specific goals and may amend its redevelopment plans. Any and all plans are subject to any and/all normal and customary reviews and approvals by the City of Beloit.
3. The City will convey "Site B" to Site B Owner for \$1.00 within 45 days of the after execution of the Agreement, or as otherwise agreed upon by both Parties.
4. The Parties agree that it will be necessary to address issues that have been identified relating to encroachments that have been identified on the "Site B" property post-closing. As a portion of the property that the City wishes to convey to Site B Owner is currently owned by the Community Development Authority (CDA). The encroachments include a small sliver of land and an access stairway from the public parking lot to the rear of the building. As the City utilized Lease Revenue Bonds to finance the reconstruction of the municipal parking lots that include the encroachments, the City is unable to convey these areas until the those Lease Revenue Bonds are retired, at which point the conveyance will take place within 30 days. The City will allow the developer to access, reconstruct and/or improve the encroached areas subject to the developer obtaining all necessary permits and complying with applicable public bidding laws. The encroachment areas must be used for public purposes until conveyed.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.): This economic development project clearly supports Goal #2 since it will result in the retention of jobs and could lead to the creation of new jobs. The project also supports Goal #4 since it will support community revitalization efforts.

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**
Continued reuse of 80 and 100 East Grand Avenue is an excellent example of compact inner city adaptive reuse.

- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
N/A
- **Reduce dependence on activities that harm life sustaining eco-systems**
The proposed development will not impact wetlands or sensitive wildlife.
- **Meet the hierarchy of present and future human needs fairly and efficiently**
As downtown redevelopment projects they will not contribute to urban sprawl.

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

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

Fiscal Note/Budget Impact: The sale of the property will cause a reduction of lease revenue into TID #5 but this impact will be minimal as the closing will be deferred until all the conditions are met. The transfer of Site B to East Grand Development, LLC eliminates the future liabilities of the City needing to pay for the cost of maintaining and to demolish the building as is currently required by the DNR. This unfunded mandate is estimated to cost over \$2,000,000 at present value.

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“First Amendment”) is made and entered effective this ____ day of _____, 2016, (“Effective Date”) by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter “City”) and 200 West Grand Avenue, LLC (hereinafter “Grand Avenue Development”), and East Grand Avenue Development, LLC (“Site B Owner”), each a Wisconsin limited liability company, and each with its principal place of business located at 525 Third Street, Suite 300, Beloit, Wisconsin 53511. Any reference to Grand Avenue Development hereafter in this Agreement shall mean 200 West Grand Avenue, LLC, unless expressly provided to the contrary. City, Grand Avenue Development, and Site B Owner are each sometimes referred to as a “Party,” or are together referred to as the “Parties.”

The Parties entered into a Development Agreement dated May 19, 2015 (the “Development Agreement”). The Parties desire to amend the Development Agreement as set forth in this First Amendment.

The Parties, in consideration of the Development Agreement, agree as follows:

1. Paragraph 1, titled “**PROJECT DESCRIPTION**,” shall be deleted and replaced with the following:

- “1. **PROJECT DESCRIPTION.** In anticipation of this Agreement, Grand Avenue Development has acquired “Site A,” commonly known as the former Kerry manufacturing plant located at 200 West Grand Avenue and 525 Cross Street. Grand Avenue Development intends to redevelop “Site A,” including partial demolitions and substantial reconstruction. In consideration of the City conveyance of “Site B” to Site B Owner, Grand Avenue Development agrees to finalize its redevelopment plans and proceed with substantial renovation to repurpose the building as a mixed-use development, and Site B Owner agrees to undertake an agreed renovation or alteration of “Site B”, where the final renovations will be compatible with the surrounding architecture.”
2. Paragraph 2, titled “REDEVELOPMENT OF “SITE A” and “SITE B,”” shall be deleted and replaced with the following:

“2. **REDEVELOPMENT OF “SITE A” and “SITE B”.** Grand Avenue Development and Site B Owner agrees to undertake substantial redevelopment of “Site A” and “Site B” respectively according to the building plans and project description to be finalized within a reasonable time period mindful of the need to secure site specific users as well as general economic conditions affecting redevelopment efforts. Preliminary plans are attached hereto as Exhibit C and Exhibit D, respectively. The present redevelopment plans “Site A” and “Site B” consist of approximately 172,000 square feet of residential and commercial space at “Site A” and the exterior façade renovations at “Site B”. The potential for total

private investment in both projects is estimated at \$8,000,000.00 and the redevelopment of "Site A" and "Site B" has the potential to attract up to three (3) new businesses and create up to thirty (30) new jobs (collectively, the "Redevelopment Goal"). The failure to meet such Redevelopment Goal or adoption by Site A Owner/Site B Owner of alternative redevelopment plans shall not be the basis for either party to terminate its obligations under this Agreement nor seek any form of relief against each other. Grand Avenue Development and Site B Owner agrees to submit final site and building plans for "Site A" and "Site B" to the City for final review as to compliance with the City's building, zoning and architectural review ordinances ("Site Plan Review"). Grand Avenue Development and Site B Owner agree to pursue all permits and approvals, including any necessary demolition permits, with due diligence and so as to be able to meet the timelines in paragraph 4 herein, and the City agrees to conduct prompt Site Plan Review and to issue building permits as may be required."

3. Paragraph 3, titled "**CONVEYANCE OF "SITE B,"**" shall be deleted and replaced with the following:

3. **CONVEYANCE OF "SITE B"**. The City agrees to convey to Site B Owner "Site B" for \$1.00 (One and 00/100 Dollars). Site B is legally described on Exhibit H which is attached hereto and incorporated herein. Said conveyance shall occur within forty-five (45) days after execution of this First Amendment, or as otherwise agreed to in writing by the Parties.

4. Paragraph 6, titled “**CONDITION OF TITLE,**” shall be deleted and replaced with the following:

6. **CONDITION OF TITLE.** Grand Avenue Development and Site B Owner acknowledge that they have completed their Due Diligence Investigations and based upon such Due Diligence Investigation have determined that it is necessary to address post-closing certain identified encroachments detailed in that certain survey performed by Batterman dated November 11, 2014, Order No. 32007 (the “Survey”). In connection with that Survey, the City acknowledges that there are certain identified encroachments but is unable to remedy those encroachments by conveying to Site B Owner the property constituting the encroachments identified in the Survey. Post-closing, and following the repayment of any outstanding municipal bond issued and outstanding for adjacent property (which encompasses the encroaching area), the City agrees to convey via quit claim the property identified on the Survey representing the encroachment areas the legal description of which is attached hereto as Exhibit I (“Encroachment Property”). This conveyance shall occur following the City’s determination that it may do so and not violate any term, condition, covenant or restriction contained within the currently issued municipal bonds affecting the Encroachment Property. It is currently contemplated that the City Bonds affecting the Encroachment Property will be paid off by June 1, 2018. Conveyance shall occur within thirty (30) days thereafter. Pending such conveyance, the City consents, permits and authorizes as a permitted use the continued

encroachment represented by the encroachments identified in the Survey and authorizes Site B Owner to reconstruct such improvements, to rehabilitate, to alter and/or redevelop the Property including within the encroachment area subject to obtaining all requisite municipal approvals. Site B Owner acknowledges and affirms that any work Site B Owner undertakes to reconstruct any improvements which are anticipated to exceed \$25,000 and are located within the encroachment area shall follow applicable public bidding laws and the encroachment area must at all times be used for public purposes.

5. **FULL FORCE AND EFFECT.** Except as modified by this First Amendment, the Development Agreement dated May 19, 2015 and all of its terms and conditions are in full force and effect.

6. **AUTHORITY.** Each person signing this First Amendment represents that he or she is authorized by his or her organization to execute this Amendment on behalf of that organization.

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

Signature Page to Follow

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed all the day and year written above.

CITY OF BELOIT

By: _____
Lori S. Curtis Luther, City Manager

ATTEST:

By: _____
Lorena Rae Stottler, City Clerk

Approved as to form:

By: _____
Elizabeth A. Krueger, City Attorney

I hereby certify that there are sufficient funds available to pay the liability incurred by the City of Beloit pursuant to this Agreement.

By: _____
Eric R. Miller, City Comptroller

EAST GRAND AVENUE DEVELOPMENT, LLC

By: Hendricks Commercial Properties, LLC, its sole member

By: _____
Diane Hendricks, Manager & Chairperson of the Board

200 WEST GRAND AVENUE, LLC

By: Hendricks Commercial Properties, LLC, its sole member

By: _____
Diane Hendricks, Manager & Chairperson of the Board

EXHIBIT H

Legal Description – Site B

PARCEL 1:

Part of the SE 1/4 of Section 35, T.1N., R.12E. of the 4th P.M., City of Beloit, Rock County, Wisconsin, described as follows:

A parcel of land lying Southwesterly of East Grand Avenue, Southeasterly from Rock River and North of Block 59, Hopkin's Survey of the Village (now City) of Beloit, Rock County, Wisconsin, described as follows: Commencing at a point in the Southwesterly line of East Grand Avenue (Bridge Street), North 65°25' West, 143.23 feet from the Southeast corner of the Water Table of King's Block, said point of commencement being 91.22 feet Northwesterly from the point of intersection of the North line of Block 59 with the Southwesterly line of East Grand Avenue (Bridge Street); thence North 30°49' West, along said Southwesterly line 41.72 feet to the Northwest corner of the Salmon Block and the place of beginning for the land to be herein described; thence South 58°48'23" West, 114.31 feet; thence North 31°59'01" West, 103.32 feet; thence North 58°42'18" East, 113.60 feet; thence South 32°22'20" East, 103.53 feet to the place of beginning.

PARCEL 2:

The West 76.75 feet of the East 111.16 feet of Public Landing Block 59, Original Plat, bounded on the South by North line of Lot 6, Block 59, situated in the County of Rock and State of Wisconsin.

ALSO, A parcel of land lying Southwesterly of East Grand Avenue, Southeasterly from Rock River and North of Block 59, Hopkin's Survey of the Village (now City) of Beloit, Rock County, Wisconsin, described as follows: Commencing at a point of the Southwesterly line of East Grand Avenue (Bridge Street) North 65°25' West 143.23 feet from the Southeast corner of the Water Table of King's Block, said point of commencement being 91.22 feet Northwesterly from the point of intersection of the North line of Block 59 with Southwesterly line of East Grand Avenue (Bridge Street); thence North 30°49' West along said Southwesterly line 19.25 feet to the place of beginning for the land to be herein described; thence South 59°15' West along the centerline of the middle wall of Salmon's Block, 50 feet to a jog in said centerline of said middle wall; thence North 30°45' West along said jog in said centerline, 0.50 feet; thence South 59° 15' West along said centerline of said middle wall 64.69 feet to the line between the Salmon estate and the Brown estate as described in Volume 200, Pages 311 and 312; thence North 30°45' West 22.30 feet more or less to the Northwesterly wall of the Salmon Block; thence North 59°15' East along said wall 115 feet more or less to the Southwesterly line of East Grand Avenue (Bridge Street); thence South 30°49' East along said line 22.30 feet more or less to the place of beginning.

EXHIBIT I

Legal Description – Encroachment Area

PART OF LOT 6, BLOCK 59 OF THE ORIGINAL PLAT OF HOPKIN'S SURVEY OF THE VILLAGE OF BELOIT, BEING ALSO A PART OF THE S.E. 1/4 OF SECTION 35, T. 1 N., R. 12 E. OF THE 4TH P.M., NOW CITY OF BELOIT, ROCK COUNTY, WISCONSIN

PARCEL "A" DESCRIBED AS FOLLOWS:

Commencing at the Southeasterly corner of Lot 4, Block 59 of the Original Plat by Hopkin's; thence North 78°09'57" West 134.00 feet along the Southerly line of said Lot 4 to a found iron pipe in a monument box; thence North 10°27'38" West 215.07 feet to the place of beginning; thence North 36°25'36" West 58.00 feet; thence North 53°34'24" East 23.42 feet; thence South 31°45'37" East 53.54 feet; thence South 58°59'23 West 5.15 feet to the Northerly line of said Block 59; thence South 78°15'37" East 113.30 feet along said Northerly line; thence North 60°32'59" East 36.72 feet to the Southwesterly line of East Grand Avenue; thence South 31°09'04" East 8.00 feet along said line; thence South 60°32'59" West 32.15 feet; thence North 83°09'37 West 128.13 feet to the place of beginning. Containing 2,449 S.F.

PLAT OF SURVEY

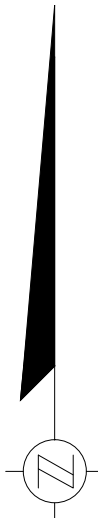
PART OF LOT 6, BLOCK 59 OF THE ORIGINAL PLAT OF HOPKIN'S SURVEY OF THE VILLAGE OF BELOIT, BEING ALSO A PART OF THE S.E. 1/4 OF SECTION 35, T. 1 N., R. 12 E. OF THE 4TH P.M., NOW CITY OF BELOIT, ROCK COUNTY, WISCONSIN

PARCEL "A" DESCRIBED AS FOLLOWS:

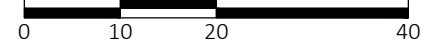
Commencing at the Southeastery corner of Lot 4, Block 59 of the Original Plat by Hopkin's; thence North 78°09'57" West 134.00 feet along the Southerly line of said Lot 4 to a found iron pipe in a monument box; thence North 10°27'38" West 215.07 feet to the place of beginning; thence North 36°25'36" West 58.00 feet; thence North 53°34'24" East 23.42 feet; thence South 31°45'37" East 53.54 feet; thence South 58°59'23" West 5.15 feet to the Northerly line of said Block 59; thence South 78°15'37" East 113.30 feet along said Northerly line; thence North 60°32'59" East 36.72 feet to the Southwesterly line of East Grand Avenue; thence South 31°09'04" East 8.00 feet along said line; thence South 60°32'59" West 32.15 feet; thence North 83°09'37" West 128.13 feet to the place of beginning. Containing 2,449 S.F.

MONUMENT KEY

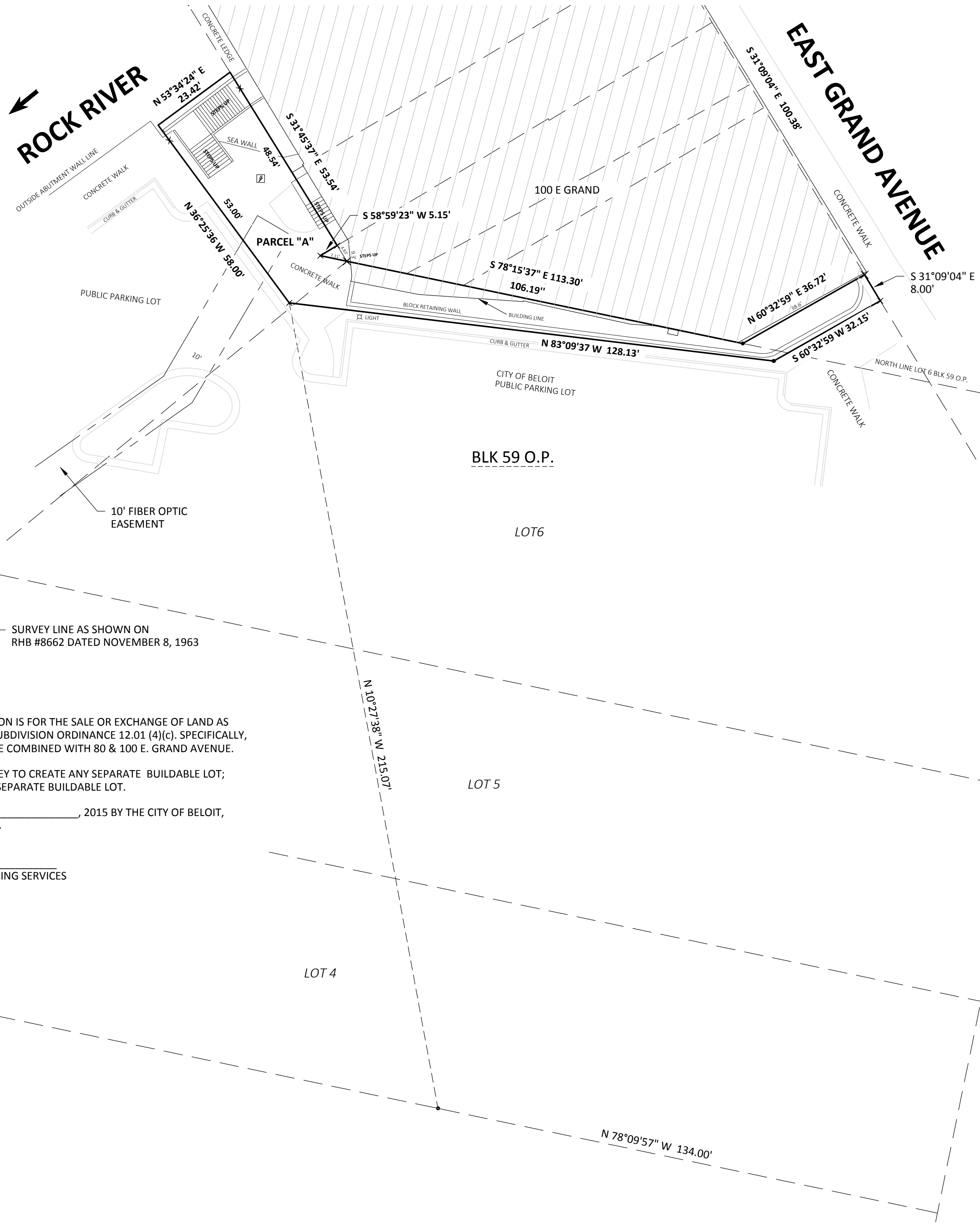
- Iron Rebar Set
3/4" x 24"(1.5 Lbs./Ft.)
- 3/4" Iron Rebar Found
- Iron Pipe Found
- ✕ Cut Cross In Concrete



Scale: 1" = 20'



BEARINGS BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM, ROCK ZONE.



THE PLAT OF SURVEY SHOWN HEREON IS FOR THE SALE OR EXCHANGE OF LAND AS ALLOWED UNDER CITY OF BELOIT SUBDIVISION ORDINANCE 12.01 (4)(c). SPECIFICALLY, THE INTENT IS FOR (PARCEL A) TO BE COMBINED WITH 80 & 100 E. GRAND AVENUE.

IT IS NOT THE INTENT OF THIS SURVEY TO CREATE ANY SEPARATE BUILDABLE LOT; PARCEL "A" CANNOT BE SOLD AS A SEPARATE BUILDABLE LOT.

APPROVED THIS ____ DAY OF _____, 2015 BY THE CITY OF BELOIT, PLANNING AND BUILDING SERVICES.

DIRECTOR OF PLANNING AND BUILDING SERVICES

Robert H. Leuenberger, P.L.S.
Wisconsin Professional Land Surveyor S-1244

State of Wisconsin } ss
County of Rock

I hereby certify that I have supervised the survey of the property described above and to the best my knowledge and belief, the plat drawn hereon correctly represents said survey and its location. Given under my hand and seal this ____ day of December, 2015 at Beloit, Wisconsin.
Last day of field work December ____, 2015

If the surveyor's signature is not red in color, the plan is a copy that should be assumed to contain unauthorized alterations. The certification contained on this document shall not apply to any copies.



2857 Bartells Drive
Beloit, Wisconsin 53511
608.365.4464
www.rhbatterman.com

Batterman
engineers surveyors planners

PLAT OF SURVEY

FOR THE EXCLUSIVE USE OF:
HENDRICKS COMMERCIAL PROPERTIES
525 THIRD STREET
BELOIT, WI 53511
File Name: A:\32200-32259\32253.MCP

ORDER NO: 32253
BOOK: 559 PAGE 63
FIELD CREW: RHL
DRAWN BY: RHL