



**AGENDA  
BELOIT CITY COUNCIL  
100 State Street, Beloit WI 53511  
City Hall Forum – 7:00 p.m.  
Monday, April 4, 2016**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
  - a. Proclamation recognizing **National Library Week** April 10-16, 2016 (Dimassis)
  - b. Proclamation in recognition of **Fair Housing Month** (Downing)
4. PUBLIC HEARINGS
  - a. 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)  
Plan Commission recommendation for approval 5-0. First Reading
  - b. 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)  
Plan Commission recommendation for approval 5-0. First Reading
5. CITIZEN PARTICIPATION
6. CONSENT AGENDA

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

- a. Approval of the **Minutes** of the Regular Meeting of March 21, 2016 (Stottler)
- b. Application for **Class “B” Beer and “Class C” Wine License** for The Flying Pig Treat Shops, Inc., located at 431 East Grand Avenue, Debra Nelson, Agent (Stottler)  
Refer to ABLCC
- c. Resolution awarding **Public Works Contract C16-07**, Street Resurfacing (Boysen)
- d. Resolution awarding **Public Works Contract C16-10**, Third Street Demolitions (Boysen)
- e. Application for an amended **Planned Unit Development (PUD)-Master Land Use Plan**, for the property located at 1810 Sutler Drive – Tractor Supply Co. (old Staples)  
(Christensen) Refer to Plan Commission

- f. Resolution setting a date for a public hearing for the **Vacation** of a portion of Springbrook Court Right-of-Way in the City of Beloit, Rock County Wisconsin (Christensen) Accept and Refer to Plan Commission
- g. Application for **Stormwater and Drainage Way Easement** (Christensen) Refer to Plan Commission
- h. Application for **Relocation Order** to acquire Right-of-Way (ROW) and a Temporary Limited Easement for Branigan Road Extension (Christensen) Refer to Plan Commission

## 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) Second 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) Second Reading
- c. An Ordinance to amend various sections of the Code of General Ordinances of the City of Beloit pertaining to **City Boards, Committees and Commissions** (Luther) First Reading, suspend rules for Second Reading

## 8. APPOINTMENTS -None

## 9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

## 10. CITY MANAGER'S PRESENTATION

## 11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Resolution **Setting the Salary** for Municipal Court Judge (Luther)
- b. Resolution approving **Real Estate Purchase Agreement** for the sale of 2401 Stateline Road, Beloit, WI (Janke)
- c. Resolution amending the **2016 Tax Increment District #8** Budget to include a project to incent an Industrial Development Building (Janke)

## 12. ADJOURNMENT

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

Dated: March 30, 2016  
Lorena Rae Stottler  
City of Beloit City Clerk  
[www.beloitwi.gov](http://www.beloitwi.gov)

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

- f. Application for an amended **Planned Unit Development (PUD)**-Master Land Use Plan, for the property located at 1810 Sutler Drive – Tractor Supply Co. (old Staples) (Christensen) Refer to Plan Commission
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- c. An Ordinance to amend various sections of the Code of General Ordinances of the City of Beloit pertaining to **City Boards, Committees and Commissions** (Luther) First Reading

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**WHEREAS**, libraries are not just about what they have for people, but what they do for and with people;

**WHEREAS**, libraries have long served as trusted and treasured institutions, and library workers and librarians fuel efforts to better their communities, campuses and schools;

**WHEREAS**, libraries are evolving in order to serve their communities and to continue to fulfill their role in leveling the playing field for all who seek information and access to technologies;

**WHEREAS**, libraries and librarians open up a world of possibilities through innovative STEAM programing, Makerspaces, job-seeking resources and the power of reading;

**WHEREAS**, libraries and librarians are looking beyond their traditional roles and providing more opportunities for community engagement and deliver new services that connect closely with patrons' needs;

**WHEREAS**, libraries support democracy and effect social change through their commitment to provide equitable access to information for all library users.

**WHEREAS**, libraries transform the lives of individuals, communities, and cities;

**WHEREAS**, libraries, librarians, library workers and supporters across America are celebrating National Library Week with the theme "Libraries Transform;"

**NOW, THEREFORE**, be it resolved that the City Council of the City of Beloit proclaims National Library Week, April 10-16, 2016. We encourage all residents to visit the Beloit Public Library this week, explore what's new, and engage with your community members, so that, together, we continue to make this great city even greater.

Adopted this 4<sup>th</sup> day of April 2016.

**City Council of the City of Beloit**

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Charles M. Haynes, Council President

Attest:

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Lorena Rae Stottler, City Clerk

**WHEREAS**, April 2016 marks the 48th Anniversary of the National Fair Housing Law, Title VIII of the Civil Rights Act of 1968, and therefore is an appropriate time for all citizens to reflect on the principles which led to a national policy of fair and equal housing opportunities across the United States; and

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Beloit City Council does hereby proclaim the month of April 2016 as "**FAIR HOUSING MONTH**" and does hereby encourage all citizens to abide by the letter and spirit of the Fair Housing Laws, and asks the citizens of the city to join in reaffirming the obligation and commitment to fair housing opportunities for all.

Adopted this 4<sup>th</sup> day of April 2016.

**City Council of the City of Beloit**

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Charles M. Haynes, Council President

Attest:

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Lorena Rae Stottler, City Clerk

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL



**Topic:** Ordinance Repeal and Recreate Relating to Construction Site Erosion Control and Post-Construction Storm Water Management

**Date:** April 4, 2016

**Presenter:** Julie Christensen

**Department:** Community Development

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### 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.

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### 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
  - The purpose is to prevent and control water pollution and soil erosion by limiting the amount of sediment and other pollutants carried by runoff.
  - Sets an 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
  - The 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)
- Section 2-803 of the Zoning Ordinance relates to the issuance of Certificates of Occupancy. The proposed amendment to Section 2-803 would require a maintenance agreement (required under Section 8-1011) to be filed and recorded with the Rock County Register of Deeds prior to the issuance of a Certificate of Occupancy.
- The Plan Commission reviewed this item on March 23, 2016 and voted unanimously (5-0) to recommend approval of this Zoning Text Amendment.

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### Consistency with Strategic Plan:

- Consideration of this request supports Strategic Goal #5.

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### Sustainability:

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

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### Action required/Recommendation:

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

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

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

# CITY OF BELOIT

## REPORT TO THE BELOIT CITY PLAN COMMISSION

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**Meeting Date:** March 23, 2016

**Agenda Item:** 3

**File Number:** ZTA-2016-02

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### **Request 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.

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### **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
    - The purpose is to prevent and control water pollution and soil erosion by limiting the amount of sediment and other pollutants carried by runoff.
    - Sets an 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
    - The purpose is to prevent and control the adverse of 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)
  - Section 2-803 of the Zoning Ordinance relates to the issuance of Certificates of Occupancy. The proposed amendment to Section 2-803 would require a maintenance agreement (required under Section 8-1011) to be filed and recorded with the Rock County Register of Deeds prior to the issuance of a Temporary Certificate of Occupancy.
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### **Consistency with 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
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### **Staff Recommendation:**

The Planning & Building Services Division recommends **approval** of 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.

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

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**Attachments:** Public Notice and Proposed Ordinance.



## **NOTICE TO THE PUBLIC**

March 12, 2016

To Whom It May Concern:

The Beloit Plan Commission and City Council are considering an Ordinance to repeal and recreate Section 8-900 and Section 8-1000 of the Zoning Ordinance, Chapter 19 of the Code of General Ordinances of the City of Beloit, relating to Construction Site Erosion Control and Post-Construction Storm Water Management.

The proposed Ordinance repeal and recreate would modify the Zoning Ordinance to ensure the City is meeting requirements for water quality set by the Wisconsin DNR.

The following public hearings will be held regarding this proposed Ordinance:

**City Plan Commission:** Wednesday, March 23, 2016, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

**City Council:** Monday, April 4, 2016, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

### **THE PUBLIC IS INVITED TO ATTEND THESE HEARINGS.**

**We are interested in your opinion.**

Anyone bringing handouts to the Plan Commission meeting must bring ten (10) copies and submit them to the Recording Secretary before the meeting begins. Staff is unable to leave the meeting area to make copies.

*For additional information, please contact Alex Morganroth in the Planning & Building Services Division at (608) 364-6708 or [morganrotha@beloitwi.gov](mailto:morganrotha@beloitwi.gov). Comments will be accepted via telephone, email, and U.S. Mail.*



**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.

<b>Table 1. TSS Reduction Standards</b>	
<b>Development Type</b>	<b>TSS Reduction</b>
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.

<b>Table 2 - Maximum Predevelopment Runoff Curve Numbers for Cropland Areas</b>							
Hydrologic Soil Group	A	B	C	D			
Runoff Curve Number	56	70	79	83			
<b>Table 3 – Atlas 14 Rainfall Depths</b>							
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)

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 1, 2016

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BELOIT CITY COUNCIL

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

ATTEST:

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

PUBLISHED: \_\_\_\_\_

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

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

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Ordinance Relating to Detached Accessory Buildings for Garbage & Recycling Container Storage

**Date:** April 4, 2016

**Presenter:** Julie Christensen

**Department:** Community Development

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

City staff has drafted the attached Ordinance to amend Section 6.3.4(d) of the Zoning Ordinance relating to detached accessory buildings for garbage & recycling container storage.

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### **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. For reference, 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.
  - Planning staff worked with Public Works staff to determine that each container, including a 1-foot buffer for maneuvering, would occupy approximately 20 square feet. Each single- and two-family dwelling will be issued two containers, hence the maximum building size of 40 square feet. This proposal is intended to be the minimum relief necessary, and homeowners requesting extra containers will need to store them in existing sheds or garages. All of the existing regulations that apply to detached accessory buildings including setbacks, separation, and height restrictions remain in effect.
  - The Plan Commission reviewed this item on March 23, 2016 and voted unanimously (5-0) to recommend approval of this Zoning Text Amendment.
- 

### **Consistency with Strategic Plan:**

- 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 1<sup>st</sup> reading of the proposed Ordinance
- 

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

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

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# CITY OF BELOIT

## REPORT TO THE BELOIT CITY PLAN COMMISSION

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**Meeting Date:** March 23, 2016

**Agenda Item:** 4

**File Number:** ZTA-2016-01

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

City staff has drafted the attached Ordinance to amend Section 6.3.4(d) of the Zoning Ordinance relating to detached accessory buildings for garbage & recycling container storage.

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### **Key Issues:**

- 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. For reference, 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.
  - Planning staff worked with Public Works staff to determine that each container, including a 1-foot buffer for maneuvering, would occupy approximately 20 square feet. Each single- and two-family dwelling will be issued two containers, hence the maximum building size of 40 square feet. This proposal is intended to be the minimum relief necessary, and homeowners requesting extra containers will need to store them in existing sheds or garages.
  - All of the existing regulations that apply to detached accessory buildings including setbacks, separation, and height restrictions remain in effect.
- 

### **Consistency with 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
- 

### **Staff Recommendation:**

The Planning & Building Services Division recommends **approval** of the attached 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 & recycling container storage.

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

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**Attachments:** Proposed Ordinance and Public Notice

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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 1, 2016

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 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 160229 (15-1117)



## NOTICE TO THE PUBLIC

March 8, 2016

To Whom It May Concern:

The Beloit Plan Commission and City Council are considering 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 & recycling container storage.

Currently, single- and two-family properties are limited to two detached accessory buildings such as garages and sheds. The proposed Ordinance would amend the Zoning Ordinance to allow homeowners to construct a third detached accessory building to store the new City-issued, automated trash & recycling storage containers.

The following public hearings will be held regarding this proposed Ordinance:

**City Plan Commission:** Wednesday, March 23, 2016, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

**City Council:** Monday, April 4, 2016, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

### **THE PUBLIC IS INVITED TO ATTEND THESE HEARINGS.**

**We are interested in your opinion.**

Anyone bringing handouts to the Plan Commission meeting must bring ten (10) copies and submit them to the Recording Secretary before the meeting begins. Staff is unable to leave the meeting area to make copies.

*For additional information, please contact Drew Pennington in the Planning & Building Services Division at (608) 364-6711 or [penningtond@ci.beloit.wi.us](mailto:penningtond@ci.beloit.wi.us). 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 21, 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
  - a. Community Development Director, Julie Christensen, presented a resolution approving the Vacation of W. Grand Avenue Right-of-Way in the City of Beloit, Rock County, Wisconsin. 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.
    - 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.
    - 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.

Attorney William Henderson addressed the Council representing Karen and Brody Christiansen. They own the property doing business as Totally Tan and are seeking this vacation of right-of-way to get clear title so they can sell the property to interested buyers. Councilors Luebke and Kincaid made a motion to adopt the resolution as presented. Motion Carried. File 8710

5. CITIZEN PARTICIPATION

- a. Dennis Hughes, 144 N. Jefferson Street, Milwaukee, addressed the Council regarding a personnel matter as the AFSCME representative for local 643, representing transit workers. He explained that he feels he's been unable to get the resolve he was seeking with the leadership of the City, so he is bringing his concerns to the Council. He has been representing an employee through a grievance process who was eventually reinstated to his position but not made whole in their opinion. He is hoping the council will take action to alleviate the problems this employee is facing.

## 6. CONSENT AGENDA

Councilor De Forest asked to have 6.o removed from consent. Councilors Luebke and Kelly made a motion to adopt consent Agenda items 6.a through 6.n. Motion carried.

- a. The Minutes of the Regular Meeting of March 7, 2016 were approved.
- b. A 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, was approved. File 8688
- c. A resolution approving 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 approved. File 8688.
- d. A resolution approving Change of Agent on the Class "B" Beer and "Class B" Liquor License for Beloit Snappers, 2301 Skyline Drive, to Timothy Hinds was approved. File 8688
- e. A resolution approving First Amendment to Gateway Farm Lease was approved. File 7834
- f. A resolution approving First Amendment to Willowbrook Farm Lease was approved. File 7384
- g. A resolution approving First Amendment to Gateway II-A Farm Lease was approved. File 7384
- h. A resolution approving First Amendment to Gateway II-B Farm Lease was approved. File 7384
- i. A resolution approving First Amendment to Farm Lease- 3015 Cranston Road was approved. File 7384
- j. A resolution approving First Amendment to Hexter-Long Property Farm Lease was approved. File 8662
- 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 was referred to Plan Commission. File 7724
- 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 was referred to Plan Commission. File 7724
- m. 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 was referred to Plan Commission. File 8026
- n. A resolution awarding Public Works Contract C16-12, Broad Street Bridge Deck Repairs was approved. File 8715
- o. Public Works Director, Greg Boysen, presented a resolution approving Final Pay for Public Works Contract C15-21, Rock River Bank Armoring. The project installed Rip Rap along the west bank of the Rock River from the dam to Liberty Avenue. The project costs exceeded the awarded contract by \$45,150.14. Councilor De Forest asked for an explanation for the reasons for the added expense. Mr. Boysen explained that additional limestone was necessary than the original estimate. The west bank area was deeper than anticipated and the expense to get the right footings was the result. Councilors Luebke and Hendrix made a motion to adopt the resolution as presented. Motion carried. File 8702

## 7. ORDINANCES

- a. Director of Operations, Chris Walsh, presented 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 for a first reading. Her report includes an explanation for this item, the next item and items 11.g & 11.h as they relate to the automation of solid waste-collection. 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>. The following changes are necessary for the process to be current and comply:
  - 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.



- 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.
- In companion legislation, the city will address detached accessory structures/buildings for solid waste containers.
- 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.

Councilors Kincaid and De Forest made a motion to lay the item over to the April 4, 2016 meeting. Motion carried. File 6824

- Director of Operations, Chris Walsh, presented 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 for a first reading. Her presentation was with item 7.a. Councilors Hendrix and Sloniker made a motion to lay the item over to the April 4, 2016 meeting. Motion carried. File 6824
- 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 second 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 Hendrix and Sloniker made a motion to adopt the ordinance as presented. Motion carried. File 6255 Ordinance 3569

## 8. APPOINTMENTS

- Alcohol Beverage License Control Committee: Tara J. Tinder, (replacing Joseph W. Vickerman), for a term expiring June 30, 2018 File 6145
- Board of Ethics: Alexander T. Henning, (replacing Philip R. Shields), for a term expiring December 31, 2018 File 6049
- Plan Commission: Dr. Brittany Keyes, DPT, PT, ATC, (replacing Bill Mathis) for a term expiring April 30, 2018 File 6064

Councilors De Forest and Sloniker made a motion to approve the three appointments as presented. Motion Carried.

## 9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor Hendrix reminded everyone of the Councilor Candidate Forum happening in the Forum tomorrow night at 6:30p.m. She also mentioned that she is not up for re-election this time. She hopes all will get out and vote on April 5<sup>th</sup>.
- Councilor Sloniker attended the Police Chief forum and found it informative. She will be attending an event this Thursday titled Brave at 7 p.m.
- Councilor Kelly attended the annual Chamber of Commerce dinner and felt it was well attended. Her company recently moved into an office at the Iron Tek incubator building and really likes it.
- Councilor Luebke attended the Mushing for Meals event Saturday. He recognized a boy scout in the audience this evening with several badges. The young man introduced himself and explained he is with his grandmother and sister.
- Councilor De Forest thanked the community for their feedback on multiple items the past couple of weeks. She is appreciative of their support and feedback and reminded the community that their feedback is not disregarded. She attended a celebration of home school families this week. She thanked Alex Henning for being in the audience tonight as he is appointed to the Board of Ethics.
- Councilor Kincaid attended the Police Chief forum.
- Councilor Haynes had nothing to add.

## 10. CITY MANAGER'S PRESENTATION

## 11. REPORTS FROM BOARDS AND CITY OFFICERS

- Finance and Administrative Services Director, Eric Miller, presented a resolution providing for the Sale of \$1,750,000 General Obligation Promissory Notes, Series 2016A. Mr. Miller explained that

- each year, as a part of our annual Capital Projects program, we must take certain legal steps to borrow the notes and bonds to complete those projects. He introduced Dawn Gunderson-Schiel, CIPMA/CPFO of Ehlers & Associates to present the pre-sale report for the items 11.a through 11.f. Ms. Gunderson-Schiel explained that the bonds will be bid competitively and that she would be back for the April 18<sup>th</sup> meeting with resolutions approving the bid with the lowest cost of financing. Councilors Luebke and Kincaid made a motion to adopt the resolution. The motion carried by roll call vote 7-0. File 8649
- b. Mr. Miller presented an Initial Resolution Authorizing General Obligation Bonds in an amount not to Exceed \$2,520,000 for Street Improvement Projects. Councilors De Forest and Sloniker made a motion to adopt the resolution. The motion carried by roll call vote 7-0. File 8649
  - c. Mr. Miller presented an Initial Resolution Authorizing General Obligation Bonds in an amount not to Exceed \$370,000 for Parks and Public Grounds Projects. Councilors Sloniker and Luebke made a motion to adopt the resolution. The motion carried by roll call vote 7-0. File 8649
  - d. Mr. Miller presented an Initial Resolution Authorizing General Obligation Bonds in an amount not to Exceed \$285,000 for Community Development Projects. Councilors Kelly and Luebke made a motion to adopt the resolution. The motion carried by roll call vote 7-0. File 8649
  - e. Mr. Miller presented an Initial Resolution Authorizing General Obligation Bonds in an amount not to Exceed \$105,000 for Library Projects. Councilors Hendrix and De Forest made a motion to adopt the resolution. The motion carried by roll call vote 7-0. File 8649
  - f. Mr. Miller presented a 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. Councilors De Forest and Hendrix made a motion to adopt the resolution. The motion carried by roll call vote 7-0. File 8649
  - g. Director of Operations, Chris Walsh, presented a resolution approving Yard Waste Management Agreement between the City of Janesville and the City of Beloit. This item was explained with item 7.a. Councilors Luebke and Kelly made a motion to adopt the resolution. The motion carried. File 8676
  - h. Director of Operations, Chris Walsh, presented a resolution authorizing Schedule of Fees and Charges for Solid Waste Collection and Management. This item was explained with item 7.a. Councilors Luebke and Kelly made a motion to adopt the resolution. The motion carried. File 6624
  - i. Director of Parks and Leisure Services, Brian Ramsey, presented a resolution authorizing Lease Agreement between the City of Beloit and Beloit Professional Baseball Association, Inc. 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. Councilors Sloniker and De Forest made a motion to adopt the resolution. The motion carried. File 8110
  - j. City Attorney, Elizabeth Krueger, presented a 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. 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. Councilors Kincaid and Sloniker made a motion to adopt the resolution. The motion carried. File 8492
12. Councilors Sloniker and Luebke made a motion to move 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 at 8:07 p.m. Motion carried.

Councilors De Forest and Luebke made a motion to adjourn the meeting at 9:01 p.m. Motion carried.

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Lorena Rae Stottler, City Clerk

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

Date approved by City Council: April 4, 2016



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Application for Class “B” Beer and “Class C” Wine License for The Flying Pig Treat Shops, Inc., located at 431 East Grand Avenue, Debra Nelson, Agent. Refer to ABLCC

**Date:** April 4, 2016

**Presenter(s):** Lorena Rae Stottler

**Department:** City Clerk

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**Overview/Background Information:** On March 9, 2016 Lisa Dodd, owner of The Flying Pig Treat Shops, Inc., presented documents to the City Clerk’s office:

1 – The Dodd’s have purchased the property at 431 E. Grand Ave (the old Cheese People of Beloit building) and plan to expand their operations. Part of their expansion is serving beer and wine. They have completed an application with the clerk and are seeking committee referral and recommendation to the full council. This first step is referral to the Alcohol Beverage License Control Committee for consideration at their April 12<sup>th</sup> meeting.

---

**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.
2. This is a referral to ABLCC only at this time and will be presented at their April 12<sup>th</sup> meeting.
3. Upon recommendation, this will return to the City Council on April 18<sup>th</sup> for a decision.
4. Should the council vote in favor of the issuing of this license, the clerk will execute proper requests for inspections prior to issuing license.

---

**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.

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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

---

**Action required/Recommendation:**

**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, Supplemental Questionnaire for Agents

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning \_\_\_\_\_ 20\_\_\_\_; ending 6-30 2016

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

County of \_\_\_\_\_ 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): The Flying Pig Treat Shops, Inc. (Illinois Corporation)

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>Pres</u>	<u>Lisa Dodd</u>	<u>125 Colebrook</u>	<u>Rockton, IL 61072</u>
Vice President/Member	<u>VP</u>	<u>Gregory Dodd</u>	<u>125 Colebrook</u>	<u>Rockton, IL 61072</u>
Secretary/Member				
Treasurer/Member				
Agent		<u>Debra Dee Nelson</u>	<u>1207 Liberty Ave</u>	<u>Beloit</u>
Directors/Managers				

3. Trade Name Flying Pig Business Phone Number 608 3122554  
 4. Address of Premises 434 E. Grand (431) Post Office & Zip Code Beloit WI 53511

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored, The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Dining room, 2nd fl. special event room, storeroom, 1st floor kitchen!

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? Cafe Fromage/Cheese People  
 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 9 day of March, 2016  
Alaine M. Reberich  
 (Clerk/Notary Public)

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

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

My commission expires 06/28/18

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

## TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>3-9-16</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

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 \_\_\_\_\_

The undersigned duly authorized officer(s)/members/managers of The Flying Pig Treat Shops, 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

located at Flying Pig (trade name) 431 E. Grand

appoints Debra Nelson (name of appointed agent)

1207 Liberty (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?

Place of residence last year 1207 LIBERTY AVE. BELOIT, WI. 53511

For: The Flying Pig Treat Shops, Inc. (name of corporation/organization/limited liability company)

By: Lisa Doodal (signature of Officer/Member/Manager)

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

ACCEPTANCE BY AGENT

I, Debra Dee Nelson (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.

Debra S. Nelson (signature of agent) 3/9/16 (date)

Agent's age \_\_\_\_\_

1207 LIBERTY AVE. BELOIT, WI. 53511 (home address of agent)

Date of birth \_\_\_\_\_

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

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

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

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <b>NELSON</b>		(first name) <b>DEBEA</b>	(middle name) <b>See</b>	
Home Address (street/route) <b>1207 LIBERTY AVE.</b>		Post Office	City <b>BELOIT</b>	State <b>WI</b> Zip Code <b>53511</b>
Home Phone Number <b>608-289-9698</b>		Age	Date of Birth	Place of Birth <b>BELOIT, WI</b>

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- \_\_\_\_\_ of \_\_\_\_\_  
(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:

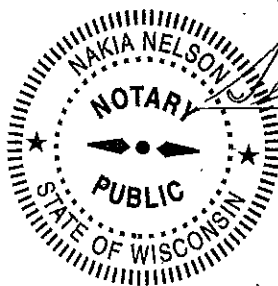
- How long have you continuously resided in Wisconsin prior to this date? 25 YEARS
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
If yes, identify. \_\_\_\_\_  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee 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 <b>QUAD, INC</b>	Employer's Address <b>810 PROGRESSIVE LANE SO. BELOIT, WI 61080</b>	Employed From <b>9/97</b>	To <b>5/2015</b>
Employer's Name	Employer's Address	Employed From	To

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

Subscribed and sworn to before me

this 14 day of MARCH, 2016  
Nakia Nelson  
(Clerk/Notary Public)



Debea D. Nelson  
(Signature of Named Individual)

My commission expires July 29, 2019



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Wisconsin Department of Revenue

**AUXILIARY QUESTIONNAIRE  
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <b>Dodd</b>		(first name) <b>Lisa</b>	(middle name) <b>Kay</b>	
Home Address (street/route) <b>125 Colebrook</b>		Post Office	City <b>Rockton</b>	State <b>IL</b> Zip Code <b>61072</b>
Home Phone Number <b>815 621 0988</b>		Age	Date of Birth	Place of Birth <b>Conway, AR</b>

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.

**OFFICER** of **The Flying Pig Treat Shops, 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? 10
- 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 <b>CALS</b>	Employer's Address <b>Little Rock, AR</b>	Employed From <b>March '97</b>	To <b>June '01</b>
Employer's Name <b>Dodd Law Office</b>	Employer's Address <b>Little Rock, AR</b>	Employed From <b>March '91</b>	To <b>June '01</b>

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 9 day of March, 2016  
Clair M. Robert  
(Clerk/Notary Public)  
 My commission expires 06/28/18

Lisa Dodd  
(Signature of Named Individual)



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Wisconsin Department of Revenue





## SUPPLEMENTAL QUESTIONNAIRE FOR AGENTS

You are required to provide the following information to the City of Beloit to assist in 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

*Attached*

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 license 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 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.

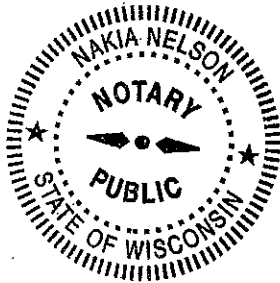
Debra D. Nelson

Agent Signature

Debra D. Nelson

Print Agent Name

Subscribed and sworn to be this 23 day of Feb, 2016.



Notary Public

[Signature]

My Commission Expires: 7/29/2019

Lisa Dodd

Corporate Officer Signature  
(Designate Office)

Lisa Dodd

Print Corporate Officer Name

Subscribed and sworn to be this 9 day of March, 2016.

Elaine M. Reberich

Notary Public - Rock County

My Commission Expires: 6/28/18

# Flying Pig

1. I will make sure that all alcohol is served responsibly, scrutinizing and checking all ID's as required, and will make sure no "after hours" service is rendered.
2. When I worked at Viking Lanes in South Beloit, I would serve beer during the summer to the baseball leagues.
3. There will be 2 other people under my supervision.
4. My company is in the process of preparing a manual of operations in relation to the alcohol aspect of the business. This will be completed prior to any service of alcohol on the premises. Once the manual of procedures is prepared, I will sit down with the other employees and go over the procedures and each employee will sign off that they have knowledge of the procedures and intend to follow them—including careful ID checking, hours of service, etc.
5. We will be vigilant about checking ID's, and each employee serving alcohol will be taught how to check ID's.
6. Lisa Dodd, owner. Kelsey Bogdon, manager, Megan Bogdon, shift manager
7. I am a full time employee. I do not act as an agent for any other business. I am not employed anywhere else.
8. My hours and days vary. Sometimes I work in the mornings, sometimes in the evenings. I also work off and on during the weekends as needed.
9. I understand that I can be given a citation for underage sales, open after hours, or other alcohol violations even if I am not present.
10. None.
11. I am a very responsible person, and understand the gravity of the situation and what this entails and intend to follow procedures and the law fully.

# CITY OF БЕЛОIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Award of Contract C16-07, Street Resurfacing

**Date:** April 4, 2016

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

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

---

**Overview/Background Information:**

This project will overlay rough pavements on 24 blocks of city streets and pave two parks parking lots.

---

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

1. Two bids were received for this project. The low bid of \$628,294.70 was from Rock Road Companies, Inc. and is 10.3% less than the engineer's estimate of \$667,281.33.
2. Rock Road Companies, Inc. is considered a responsible bidder for this project.
3. The costs for this project are as follows: \$628,294.70 for construction, \$ 93,705.30 for Change Orders or extra work, for a total of \$722,000.00.

---

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

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

This project will enhance the quality of life in Beloit by improving the appearance and quality of ride on City Streets while lowering street maintenance costs.

---

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

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

---

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

---

**Action required/Recommendation:**

The Engineering Division recommends awarding this Public Works Contract to Rock Road Companies, Inc. in the amount of \$628,294.70.

---

**Fiscal Note/Budget Impact:**

Funding is available in the 2016 Capital Improvement Plan.

**RESOLUTION**  
**AWARDING PUBLIC WORKS CONTRACT C16-07**  
**Street Resurfacing**

**WHEREAS**, on March 24, 2016, two competitive bids were received, the low bid being from Rock Road Companies, Inc.; and

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

**THEREFORE, BE IT RESOLVED** that Public Works Contract C16-07, Street Resurfacing, is hereby awarded to Rock Road Companies, Inc., Janesville, WI, in the following amounts:

Rock Road Companies, Inc.  
P.O. Box 1818  
Janesville, WI, 53547

Base Bid	\$ 628,294.70
Allowance for Change Orders and/or Extra Work	\$ 93,705.30
<b>TOTAL PROJECT COST</b>	<b>\$ 722,000.00</b>

**BE IT FURTHER RESOLVED** that the amount of \$722,000.00 is hereby funded as follows:

P2902187-5514-2016	Street Maintenance	\$ 686,491.39
P2973624 5511 2016	Building/Construction	\$ 7,573.61
<u>P2973624 5511 2015</u>	<u>Building/Construction</u>	<u>\$ 27,935.00</u>
<b>TOTAL</b>		<b>\$ 722,000.00</b>

Dated at Beloit, Wisconsin this 4th day of April, 2016.

**City Council of the City of Beloit**

\_\_\_\_\_  
**Charles Haynes, President**

ATTEST:

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

# CITY OF BELOIT

## DEPARTMENTAL CORRESPONDENCE

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**TO:** Mike Flesch  
**FROM:** Andy Hill, Project Engineer   
**DATE:** March 24, 2016  
**SUBJECT:** Bid Results for Contract C16-07  
Street Resurfacing

Pursuant to advertisements placed February 24 and March 2, bids were received until 3:00 PM on March 24 for the Street Resurfacing. A tabulation of bids is attached.

Two bids were received for this project as follows:

1. <b>Rock Road Companies, Inc.</b>	<b>Janesville, WI</b>	<b>\$ 628,294.70</b>	<b>*Low</b>
Engineer's Estimate		\$ 667,281.33	
Frank Bros. Inc.	Janesville, WI	\$ 703,133.23	

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

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

### COSTS

Rock Road Companies, Inc.	\$ 628,294.70
Allowance for Change Orders and/or Extra Work	<u>\$ 93,705.30</u>
<b>TOTAL PROJECT COST</b>	<b>\$ 722,000.00</b>

### PROJECT INFORMATION

This project will overlay rough pavements on 24 blocks of city streets and pave two parks parking lots.

**Tabulation of Bids  
Contract C16-07  
Street Resurfacing  
Bids Opened March 24, 3:00 PM**

Item No.	Bid Item Description	Quantity	Unit	Engineer's Estimate		Rock Road Companies, Inc. Janesville, WI		Frank Bros. Inc. Janesville, WI	
				Price	Extended	Price	Extended	Price	Extended
1	Traffic Control	24	Block	\$371.00	\$8,904.00	\$350.00	\$8,400.00	\$542.67	\$13,024.08
2	Erosion Control Type C Inlet Protection	63	Each	\$132.50	\$8,347.50	\$125.00	\$7,875.00	\$150.00	\$9,450.00
3	Full Depth Sawcut	1,121	LF	\$3.18	\$3,564.78	\$3.00	\$3,363.00	\$2.00	\$2,242.00
4	AC Milling	19,682	SY	\$2.76	\$54,322.32	\$2.60	\$51,173.20	\$2.85	\$56,093.70
5	PCC Milling	25,836	SY	\$3.92	\$101,277.12	\$3.00	\$77,508.00	\$3.50	\$90,426.00
6	Crushed Limestone, 3/4" grad.	61	Ton	\$25.44	\$1,551.84	\$24.00	\$1,464.00	\$9.75	\$594.75
7	Supply and Install Neenah R-1710 MH Casting with locking,non-rocking Type "B" lid, with up to 12" of new adjusting rings	38	Each	\$1,272.00	\$48,336.00	\$1,200.00	\$45,600.00	\$1,200.00	\$45,600.00
8	Neenah R-3330 Horseshoe Inlet Casting	1	Each	\$310.00	\$310.00	\$1,200.00	\$1,200.00	\$1,400.00	\$1,400.00
9	HMA Pavement, Surface Course	6,488	Ton	\$62.54	\$405,759.52	\$57.00	\$369,816.00	\$66.50	\$431,452.00
10	Curb & Gutter R&R	245	LF	\$60.69	\$14,869.05	\$51.25	\$12,556.25	\$35.00	\$8,575.00
11	4" Thick PCC Sidewalk	1,198	SF	\$6.64	\$7,954.72	\$5.90	\$7,068.20	\$6.50	\$7,787.00
12	Detectable Warning Field	17	Each	\$345.56	\$5,874.52	\$326.00	\$5,542.00	\$250.00	\$4,250.00
13	Sod Lawn Restoration	77	SY	\$80.56	\$6,203.12	\$76.00	\$5,852.00	\$10.00	\$770.00
14	AC Milling (parking lots)	967	SY	\$5.50	\$5,318.50	\$4.50	\$4,351.50	\$6.10	\$5,898.70
15	HMA Pavement, 3" Surface Course (parking lots)	220	Ton	\$65.00	\$14,300.00	\$62.00	\$13,640.00	\$69.00	\$15,180.00
16	Common Ex. Undistributed (45CY Turtle Creek Park & 25 Base Repair at Leisure Services if	70	CY	\$40.00	\$2,800.00	\$25.00	\$1,750.00	\$40.00	\$2,800.00
17	Crushed Limestone, 3/4" grad. Undistributed	140	Ton	\$28.00	\$3,920.00	\$24.00	\$3,360.00	\$9.75	\$1,365.00
18	6" Thick PCC Sidewalk	200	SF	\$12.00	\$2,400.00	\$6.93	\$1,386.00	\$7.50	\$1,500.00
19	Type D Curb & Gutter (18" Reverse Slope)	135	LF	\$35.00	\$4,725.00	\$47.33	\$6,389.55	\$35.00	\$4,725.00
<b>Total Proposal</b>				<b>\$700,737.99</b>		<b>\$628,294.70</b>		<b>\$703,133.23</b>	

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Award of Contract C16-10, Third Street Demolitions

**Date:** April 4, 2016

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

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

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**Overview/Background Information:**

This project will demolish four city owned houses near Riverside Park - West..

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

1. 5 bids were received for this project. The low bid of \$ 43,600.00 was from Earth Construction LLC and is 21% more than the engineer's estimate of \$ 36,000.00.
  2. Earth Construction LLC is considered a responsible bidder for this project.
  3. The costs for this project are as follows: \$ 43,600.00 for construction, \$ 6,400.00 for Change Orders or extra work, for a total of \$ 50,000.00.
- 

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

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

This project will enhance the quality of life in Beloit by restoring this corridor to its potential beauty and function.

---

**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 project will replace marginal housing .with greenspace in an area that was significantly impacted during the Rock River flood event in 2008.
- 

**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 Earth Construction LLC in the amount of \$ 43,600.00.

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**Fiscal Note/Budget Impact:**

Funding is available.

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**RESOLUTION**  
**AWARDING PUBLIC WORKS CONTRACT C16-10**  
**Third Street Demolitions**

**WHEREAS**, on March 24, 2016, 5 competitive bids were received, the low bid being from Earth Construction LLC; and

**WHEREAS**, Earth Construction LLC is a qualified bidder.

**THEREFORE, BE IT RESOLVED** that Public Works Contract C16-10, Third Street Demolitions, is hereby awarded to Earth Construction LLC, Orfordville, WI, in the following amounts:

Earth Construction LLC  
PO Box 402  
Orfordville, WI, 53576

Base Bid	\$ 43,600.00
Allowance for Change Orders and/or Extra Work	\$ 6,400.00
<b>TOTAL PROJECT COST</b>	<b>\$ 50,000.00</b>

**BE IT FURTHER RESOLVED** that the amount of \$ 50,000.00 is hereby funded as follows:

P5401653-5516-2016 Third Street Demos	\$ 50,000.00
<b>TOTAL</b>	<b>\$ 50,000.00</b>

Dated at Beloit, Wisconsin this 4th day of April, 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

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**Topic:** Amended Planned Unit Development (PUD) - Master Land Use Plan for the property located at 1810 Sutler Avenue – Council Referral to the Plan Commission

**Date:** April 4, 2016

**Presenter(s):** Julie Christensen

**Department:** Community Development

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### Overview/Background Information:

Tractor Supply Company has submitted an amended Planned Unit Development (PUD) - Master Land Use Plan to allow outdoor display areas within the Morgan Square shopping center located at 1810 Sutler Avenue. A copy of the amended PUD - Master Land Use Plan is attached to this report.

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### Key Issues (maximum of 5):

- The Staples store at the southern end of Morgan Square closed in March 2016. The owner of Morgan Square has entered into a preliminary agreement with Tractor Supply Company, who hopes to lease the former Staples space. As shown on the attached preliminary plan, Tractor Supply Company has proposed a 2,600 square-foot trailer & equipment display area and a fenced 14,800 square-foot outdoor display area over what is currently passenger vehicle parking stalls.
- The proposed outdoor display areas constitute a major change in use that requires approval of an amended PUD – Master Land Use Plan, as outlined by condition #5 of the attached 2002 Resolution approving this PUD.
- The proposed 2,600 square-foot trailer & equipment display area would consist of utility trailers and farm equipment on reinforced concrete, and would be located along the Milwaukee Road property line. The proposed 14,800 square-foot outdoor display area would be located in the SW corner of the site and would consist of fence materials, livestock equipment, & seasonal items. The proposed retail store and sidewalk display of outdoor items are permitted uses, and do not require an amended PUD.

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### Conformance to Strategic Plan:

- Consideration of this request supports Strategic Goal #5.

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### Sustainability:

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

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### Action required/Recommendation:

- Referral to the Plan Commission for the April 6, 2016 meeting
- This item will most likely return to the City Council for a public hearing and possible action on April 18, 2016

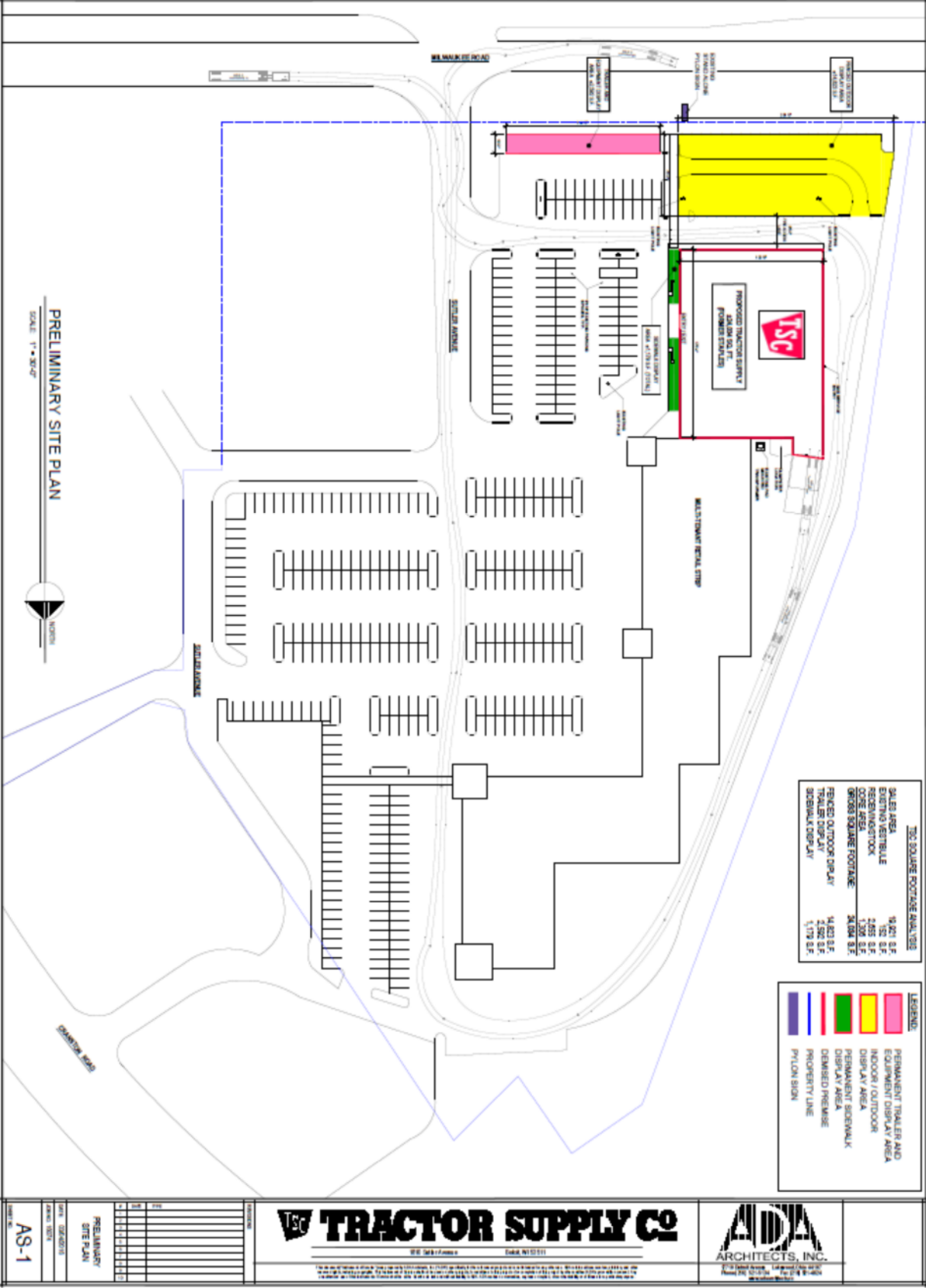
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**Fiscal Note/Budget Impact:** N/A

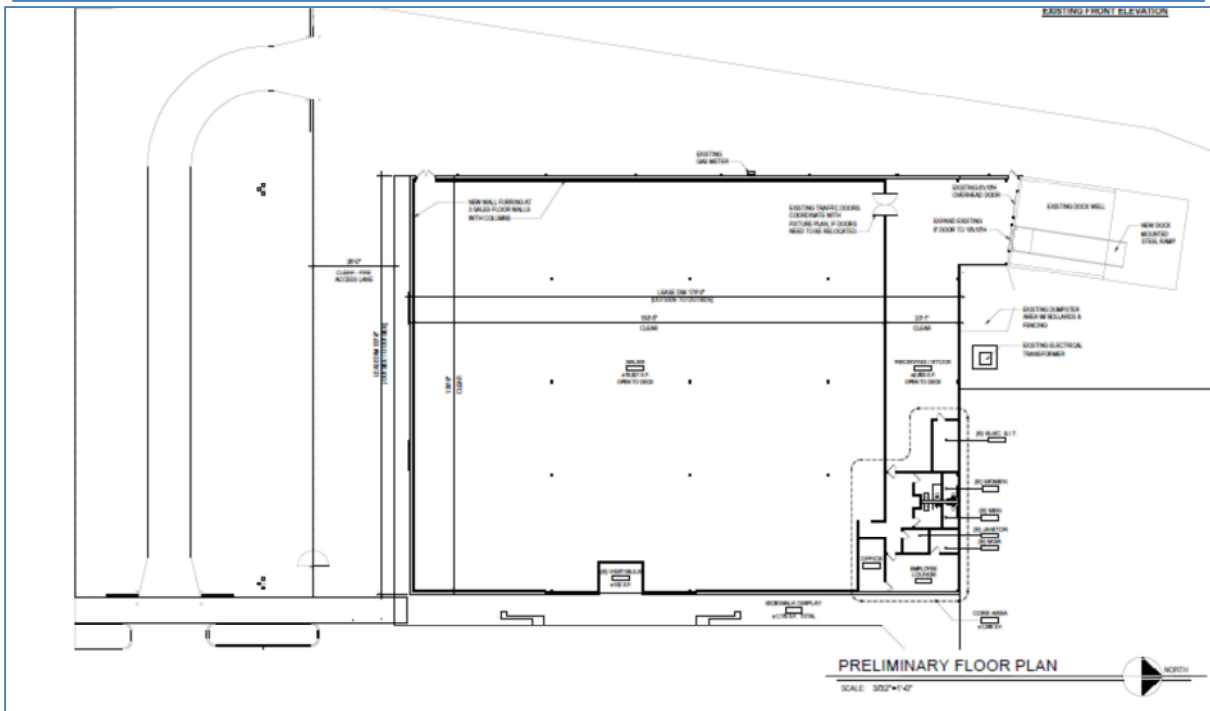
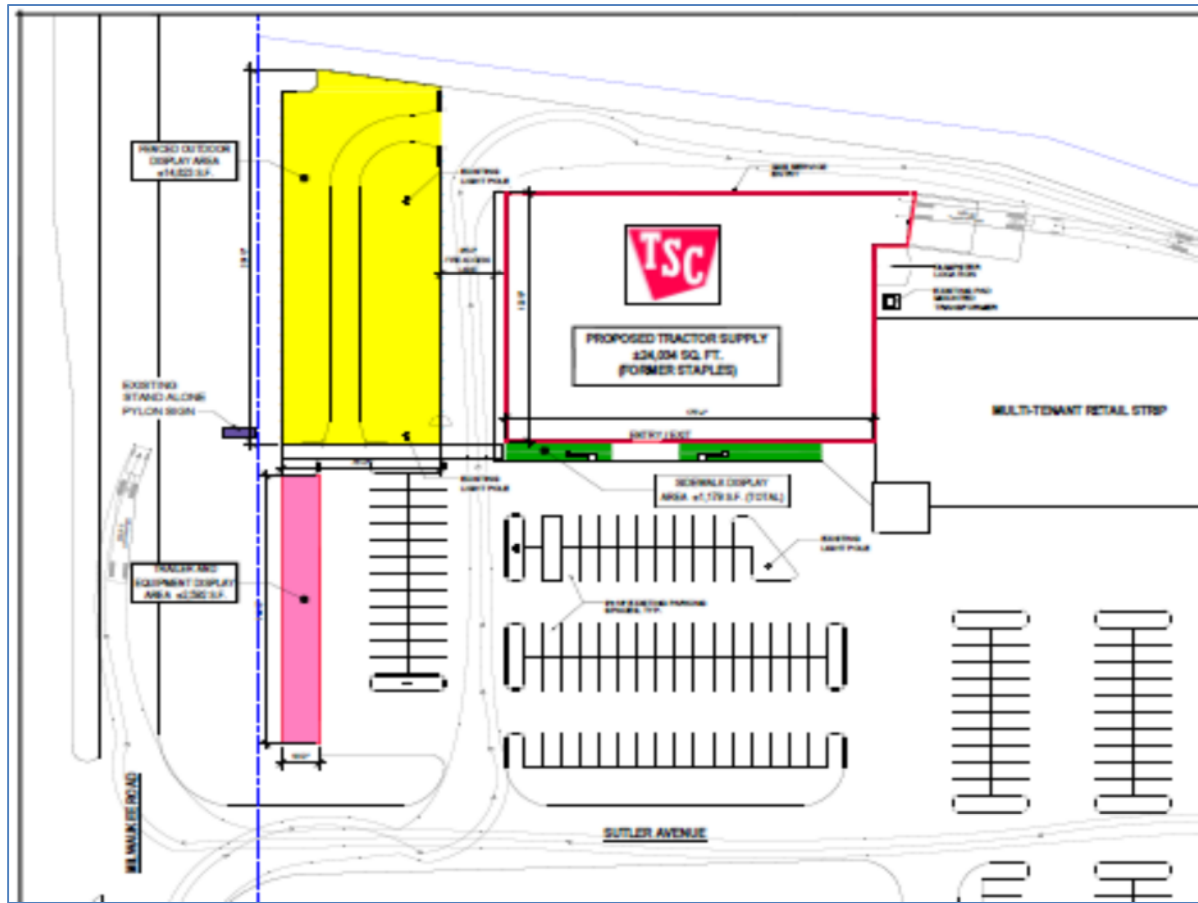
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**Attachments:** 2016 Proposed PUD Plan (2 pages), Application, and 2002 PUD Resolution

# 2016 Proposed Amended PUD Plan



6.f Application for PUD, Morgan Square Outdoor Displays, 1810 Sutler Avenue,



6.f Application for PUD, Morgan Square Outdoor Displays, 1810 Sutler Avenue,

# CITY of BELOIT

## Planning & Building Services Division

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

### PUD - Master Land Use Plan Application

(Please Type or Print)

File Number: PUD-2016-02

1. Address of subject property: 1810 Sutliver Ave., Beloit, WI 53511
2. Legal description: Attached legal description  
If necessary attach a copy of the complete legal description.
3. Area of parcel in square feet or acres: 417,305 sf / 9.58 acres
4. Tax Parcel Number(s): Parcel: 22980340 Tax ID #: 206 22980340
5. Owner of record: Morgan Square LLC Phone: 608-531-0097  
400 Midland Ct., Ste. 101 Beloit WI 53511  
(Address) (City) (State) (Zip)
6. Applicant's Name: Tractor Supply Company  
5401 Virginia Way Brentwood TN 37027  
(Address) (City) (State) (Zip)  
615-440-4675 / 615-319-4655 / mgillman@tractorsupply.com  
(Office Phone #) (Cell Phone #) (E-mail Address)
7. All existing use(s) on this property are: Morgan Square Retail Development
8. The applicant requests review and approval of a PLANNED UNIT DEVELOPMENT /  
Master Land Use Plan: in a(n) PUD Zoning District.
9. A Preapplication Conference was held on: 2/29/2016.
10. All the proposed use(s) for this property will be:  
Principal use(s): Tractor Supply Company (retail store)  
Secondary use(s): fenced outdoor and permanent trailer & equipment display areas
11. State how the proposed development differs from the type of development that would  
be permitted under the existing zoning regulations. Tractor Supply Company is a  
large retail chain of stores that offers products for home improvement, agriculture,  
lawn and garden maintenance (requires fenced outdoor and permanent trailer &  
equipment display areas), and livestock, equine and pet care.
12. Describe how the proposed development provides greater benefits to the City of Beloit  
than an otherwise permitted development. Tractor Supply Company would be unique  
in the above offerings, particularly the agriculture, lawn and garden maintenance,  
and livestock and equine care.

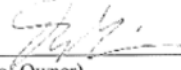
13. Project timetable: Start date: 4/6/2016 Completion date: 4/18/2016

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

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

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

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

 / Terry McGuire, Partner / 3/3/16  
 (Signature of Owner) (Print name) (Date)

Mark Gillman / Mark Gillman, Director of R.E. / 3/3/16  
 (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 & 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 \$200.00 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: <u>\$200.00</u>	Amount paid: <u>\$200.<sup>00</sup></u> Meeting date: <u>April 6, 2016</u>
No. of notices: _____	x mailing cost (\$0.50) = cost of mailing notices: \$ _____
Application accepted by: <u>Drew Pennington</u>	Date: <u>3/7/16</u>

*Quillen*

FILE # <u>7613</u>
SEP 3 2002

CITY OF БЕЛОIT  
CITY CLERK

**RESOLUTION AUTHORIZING A PUD - MASTER LAND USE PLAN  
TO ALLOW REVISIONS TO THE MORGAN SQUARE DEVELOPMENT  
ON PROPERTY LOCATED IN THE 1800-2000 BLOCK OF SUTLER AVENUE  
AND 2676 CRANSTON ROAD**

**WHEREAS**, the application of Terry McGuire for Morgan Square LLC for approval of a PUD – Master Land Use Plan for a 106,000 square foot commercial retail and office development , additional signage and an annual outdoor tent sale for Rogan’s Shoes on property located in the 1800-2000 block of Sutler Avenue and 2676 Cranston Road, having been considered by the City Council of the City of Beloit, Wisconsin at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication on file in the office of the City Clerk.

**NOW THEREFORE IT IS HEREBY RESOLVED** that the City Council of the City of Beloit, Rock County, Wisconsin does hereby approve the proposed PUD - Master Land Use Plan to allow a 106,000 square foot commercial retail and office development , additional signage and an annual outdoor tent sale for Rogan’s Shoes on property located in the 1800-2000 block of Sutler Avenue and 2676 Cranston Road in the City of Beloit, for the following described premises:

Lots 2 and 3 of Certified Survey Map number 1344924 recorded in Volume 20, pages 315-319 of Certified Survey Maps of Rock County, Wisconsin, being part of the Southwest ¼ of the Southwest ¼ of Section 20 and part of the Northwest ¼ of the Northwest ¼ of Section 29, Township 1 North, Range 13 East of the 4th P.M., City of Beloit, Rock County, Wisconsin.

As a condition of granting the PUD - Master Land Use Plan, the City Council does hereby stipulate the following conditions and restrictions upon the development which are hereby deemed necessary for the public interest:

1. The Morgan Square development may contain up to 106,000 square feet of commercial, retail and office space as shown on the development plan submitted with this application.
2. Only Rogan's Shoes may have an annual outdoor tent sale, with a tent not to exceed 2,400 square feet, for no more than 75 days. Rogan’s Shoes shall inform the City Planning Division of the exact dates of the outdoor tent sale each year. Perimeter roping shall be provided around the entire tent, four feet from the outside of the tent, for pedestrian safety. The area around the tent shall be kept free of trash and debris.
3. A second sign is permitted for Morgan Square at the northwest corner of the property located at 2676 Cranston Road.
4. The Staples office supply store freestanding business identification sign can be raised from 20 to 30 feet.
5. Any changes to this Conditional Use Permit shall be approved by the Plan Commission and City Council, except that the Director of Neighborhood Planning may approve minor changes administratively and allow accessory structures and uses permitted by the Zoning Ordinance.

Adopted this 3rd day of September, 2002.

*William B. Watson*

William B. Watson, Council President

ATTEST:

*Carol S. Alexander*

Carol S. Alexander, CMC, City Clerk

PUD-02-02, Morgan Square (Sutler Avenue)

**RESOLUTION  
SETTING A DATE FOR A PUBLIC HEARING FOR THE  
VACATION OF A PORTION OF SPRINGBROOK COURT RIGHT-OF-WAY  
IN THE CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN**

**IT IS RESOLVED THAT** a public hearing on the proposed Resolution to discontinue and vacate a portion of Springbrook Court, lying adjacent to Lot 3 of Certified Survey Map Doc. No. 1327967, recorded in Volume 20 on Pages 120-123 of Certified Survey Maps, City of Beloit, Rock County, Wisconsin, shall be held at the regular **City Council Meeting on Monday, May 16, 2016**, and the City Clerk is authorized and directed to give notices required under Section 66.1003, Wisconsin Statutes.

Adopted this 4<sup>th</sup> day of April, 2016.

**City Council of the City of Beloit**

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

**Attest:**

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



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Petition for Vacation of a Portion of Springbrook Court

- Resolution Setting a Public Hearing Date
- Council Referral to the Plan Commission

**Date:** April 4, 2016

**Presenter(s):** Julie Christensen

**Department:** Community Development

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**Overview/Background Information:**

The Planning & Building Services Division has received a petition to vacate a small portion of Springbrook Court right-of-way in front of the DPW Operations Facility located at 2351 Springbrook Court.

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

- The proposed area to be vacated is 3,527 square feet in area, and consists of excess right-of-way that is a remnant of when Springbrook Court was platted as a dead-end street.
- The intent of this petition is to vacate & attach the excess right-of-way to the DPW Operations parcel in order to accommodate a new monument sign.
- The Petition for Vacation, proposed Plat of Vacation, and a Location Map are attached to this report.

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**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.

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

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

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**Action required/Recommendation:**

- City Council consideration and action on the proposed Resolution, which states that a Public Hearing on this matter shall be held at the regular City Council meeting on May 16, 2016
- Referral to the Plan Commission for the May 4, 2016 meeting

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

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**Attachments:** Resolution Setting a Public Hearing Date, Location Map, Petition for Vacation, and Plat of Vacation.

# Location & Zoning Map

Springbrook Court



VA-2016-02



1 inch = 63 feet

05102030

## 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

VA-2016-02

**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: SPRINGBROOK COURT

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: BRIAN M CARLSON

Print NAME and ADDRESS of PETITIONER:	SIGNATURE: (If jointly owned, both owners should sign petition.)	DATE SIGNED:
Name: <u>CITY OF BELOIT</u> Address: <u>2351 SPRINGBROOK</u>		
Name: Address:		
Name: Address:		
Name: Address:		
Name: Address:		
Name: Address:		
Name: Address:		
Name: Address:		
Name: Address:		
Name: Address:		

Contact person responsible for circulating this petition: CHRIS WALSH  
 Address of contact person: 2351 SPRINGBROOK COURT BELOIT, WI. 53511  
 Phone number of contact person: 608-364-2934  
 Signature of contact person: \_\_\_\_\_

<b>To be completed by Planning Staff</b>	
Filing fee: <u>\$75.00</u> Amount paid: <u>Waived - COB</u>	Meeting date: _____
Application accepted by: <u>Drew Pennington</u>	Date: <u>3/2/16</u>

# PLAT OF VACATION

OF PART OF SPRINGBROOK COURT, LYING ADJACENT TO LOT 3 OF CERTIFIED SURVEY  
 MAP DOC. NO. 1327967, RECORDED IN VOLUME 2C ON PAGES 120-123 OF  
 CERTIFIED SURVEY MAPS, CITY OF BELOIT, ROCK COUNTY, WISCONSIN.

## DESCRIBED AS FOLLOWS:

Commencing at the Southwest corner of Out-Lot 1 of Certified Survey Map Document No. 1327967 recorded in Volume 2C Pages 120-123, thence North 89 degrees 08 minutes 08 seconds West, along the Southerly line of Lot 3 of said Certified Survey Map, a distance of 173.18 feet to the point of beginning for the following described parcel; thence South 79 degrees 10 minutes 38 seconds West, a distance of 188.15 feet to the Northeastly corner Lot 2 of said Certified Survey Map; thence North 9 degrees 15 minutes 38 seconds West, along the Southerly line of Lot 3 of said Certified Survey Map, a distance of 38.14 feet; thence South 89 degrees 08 minutes 08 seconds East, a distance of 185.00 feet to the point of beginning. Containing 3,527 square feet.

NORTH LINE OF THE N.E. 1/4 SEC. 31-1-13

LOT 3  
 CSM VOL 20  
 PG 120-123



*Brian M. Carlson*  
 BRIAN M. CARLSON, R.L.S.  
 WISCONSIN LAND SURVEYOR 5-2029  
 DATED THIS 8TH DAY OF DECEMBER, 2015.

OUT-LOT 1  
 CSM VOL 20  
 PG 120-123

S 89°08'08" E 185.00'

N 07°15'38" W 38.14'

S 79°10'38" W 188.15'

N 89°08'08" W 173.18'

P.O.B.

P.O.C.

SPRINGBROOK COURT

LOT 2  
 CSM VOL 20  
 PG 120-123

LOT 1  
 CSM VOL 16 PG 419-421



A RESOLUTION TO VACATE A PORTION OF SPRINGBROOK COURT AS SHOWN HEREON  
 WAS ADOPTED \_\_\_\_\_ AND IS REFERENCED AS CITY  
 OF BELOIT CLERK FILE NO. \_\_\_\_\_

**R.H. BATTERMAN & CO. INC.**  
 LAND SURVEYORS - ENGINEERS - PLANNERS  
 2857 BARTELLS DRIVE  
 BELOIT, WISCONSIN 53511  
 (608) 365-4464 FAX 365-1650  
 E-MAIL: RHB@RHBTATTERMAN.COM

ORDER NO. 32311  
 FOR THE EXCLUSIVE USE OF:  
 CITY OF BELOIT  
 File Name: A32300-32399\32311.dwg

**NOTICE OF PENDENCY  
FOR THE VACATION OF A PORTION OF SPRINGBROOK COURT  
RIGHT-OF-WAY IN THE CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN**

**TO WHOM IT MAY CONCERN:**

There will be a Resolution introduced and filed with the City Council of the City of Beloit, Rock County, Wisconsin on April 4, 2016 providing for the vacation of a portion of Springbrook Court in the City of Beloit, Rock County, Wisconsin, described as follows:

Part of Springbrook Court, lying adjacent to Lot 3 of Certified Survey Map Doc. No. 1327967, recorded in Volume 20 on Pages 120-123 of Certified Survey Maps, City of Beloit, Rock County, Wisconsin.

A Plat of Vacation showing that portion of the right-of-way to be vacated is attached hereto and incorporated herein by reference. The City of Beloit may reserve and continue all easements for public infrastructure in the vacated area, including but not limited to sanitary and storm sewer, water, natural gas, and electric utility easements.

Proceedings after the introduction of the Resolution will be in accordance with the provisions of Section 66.1003 of the Wisconsin Statutes.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF БЕЛОIT**

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

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Stormwater and Drainage Way Easement at Water Pollution Control Facility Site – Council Referral to the Plan Commission

**Date:** April 4, 2016

**Presenter:** Julie Christensen

**Department:** Community Development

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### Overview/Background Information:

Hendricks Commercial Properties (HCP) has requested that a Stormwater and Drainage Way easement be established along the southern edge of the property located at 555 Willowbrook Road. The Beloit Water Pollution Control Facility (WPCF) is located on the subject, city-owned property.

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### Key Issues:

- The easement request is related to a 2-lot CSM submitted by RH Batterman, on behalf of HCP, for the land directly south of the WPCF property located at 2401 Stateline Road. HCP has submitted plans to City staff for the construction of an industrial spec building on one the proposed lots.
  - HCP has requested the easement in order to redirect all I-39/90 stormwater from their proposed building site to a drainage swale.
  - The proposed easement also allows HCP to construct a stormwater detention area on the WPCF site.
  - This request will be reviewed concurrently with the proposed CSM at the April 6, 2016 Plan Commission meeting.
- HCP, the easement grantee, would be responsible for regular maintenance of the stormwater infrastructure located on the conveyed land.
- The City, the easement grantor, would be responsible for any extraordinary costs for maintenance due to wash outs, culvert cleanout, substantial debris removal or other damage due to excess water flow from upstream development in the drainage way portion of the easement area.
- HCP would be required to maintain a general liability insurance policy for the conveyed land and any activities located in the easement area.

---

### 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 easement will ensure that future development meets the City’s stormwater and drainage standards that help protect the environment from pollution run-off.
- **Meet the hierarchy of present and future human needs fairly and efficiently** - N/A

---

### Action required/Recommendation:

- Referral to the Plan Commission for the April 6, 2016 meeting.
- This item will most likely return to the City Council for possible action on April 18, 2016.

---

### Fiscal Note/Budget Impact:

N/A

---

### Attachments:

Location and Zoning Map, Legal Description, and Easement Exhibit.

# Location & Zoning Map

2401 Stateline Road

RPB-2016-01



Stormwater and Drainage Way Easement  
on Water Pollution Control Facility Parcel  
(555 Willowbrook Road)

Proposed Lot 2

Proposed Lot 1

M-2

WILLOWBROOK RD  
STATELINE RD

STATELINE RD  
UNNAMED ST  
SWEETGRASS PKWY

I 90 EB  
I 90 WB  
UNNAMED ST

**Legend**

- COB Parcels
- Proposed 2-lot CSM
- Water Pollution Control Facility

**N**

0 125 250 500 Feet

**Planning and Building Services Division**

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

Document Path: \\cityofbeloit\GIS\mxd\GIS\mxd\Projects\2016\RPB\_555 Willowbrook Rd - Environmental.mxd

<p><b>DOCUMENT NO.</b></p>	<p><b>DOCUMENT TITLE</b> <b>STORMWATER AND DRAINAGE WAY EASEMENT</b></p>	<p><b>RECORDING AREA</b></p>
		<p><b>NAME AND RETURN ADDRESS</b></p>
		<p><b>Parcel Identification Number</b></p>



## **STORMWATER AND DRAINAGE WAY EASEMENT (“EASEMENT”)**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, City of Beloit (“Grantor”) for itself and its successors and assigns, grants and conveys onto Hendricks Commercial Properties, LLC (“Grantee”), its successors and assigns, a perpetual non-exclusive easement across, over and upon the property depicted on Exhibit A (“Easement Area”), attached hereto and made a part hereof, for the purpose of siting and maintaining storm water management facilities, including the grading, grass seeding and lawn maintenance of the Easement Area, including placement and grading of dirt for a berm and drainage way, the planting of grass cover and/or other drainage improvements subject to applicable legal requirements, if any, to facilitate proper drainage pursuant to an approved grading plan Grantor and Grantee acknowledge that the Easement Area includes both areas depicted for (i) storm water detention “Stormwater Easement” as well as areas depicted for (ii) drainage ways “Drainage Way Easement” to provide for proper drainage of both a portion of Grantor’s property as well as I-90/I-39 highway runoff drainage (collectively the “Storm Water Facilities.”) The Drainage Way Easement as depicted in the Easement Area is designed to facilitate such future water flow.

Grantee shall have the right to enter the Easement Area to survey, construct, reconstruct, operate, use, maintain, repair, upgrade, replace, and remove the Storm Water Facilities made within the Easement Area. Grantee shall maintain the Storm Water Facilities in a safe and attractive condition and in compliance with all applicable laws and regulations. Without limiting the generality of the preceding, existing and applicable future improvements constructed by the Grantee shall meet or exceed all applicable

requirements and specifications of all stormwater management laws, regulations or guidelines. Any future improvements constructed by the Grantee shall be at the Grantee's sole cost and expense.

Except as provided below, Grantee shall, at its sole cost and expense, construct and maintain the Storm Water Facilities. Grantor shall have the right to inspect and monitor any construction activities over and around the city-owned electric lines in the Easement Area. Grantor reserves the right to perform Grantee's maintenance responsibility in the event that Grantee fails to maintain the Storm Water Facilities. Prior to implementing this self-help remedy, Grantor shall notify Grantee and provide to Grantee the right, within fifteen (15) days of notice, to cure the deficiency. If Grantee fails to adequately maintain the Storm Water Facilities and within fifteen (15) days after the date of the written notice from Grantor, fails to correct the problem, or fails to begin to cure the problem with fifteen (15) days if such problem cannot be reasonably cured within fifteen (15) days and fails to diligently pursue such cure, Grantor shall have the right to perform the necessary work. Grantee shall reimburse Grantor for the reasonable cost of such maintenance cure. If Grantee fails to reimburse Grantor for the cost of such maintenance, Grantor reserves the right to assess the cost of any such work as a special charge against the property identified as Lot 1 and 2 of Preliminary Certified Survey Map Property attached hereto as Exhibit A pursuant to §66.0627, Wis. Stats., and shall be included in the current or next tax roll for collection and settlement under Ch. 74, Wis. Stats. Grantee waives any right to contest such special charge provided it was given an opportunity to undertake the work and failed to do so within the time identified in the such notice. Grantee further agrees that Grantor may also pursue any and all other remedies available at law or in equity.

Notwithstanding the above, any extraordinary costs associated with maintaining the Drainage Way Easement, including regrading due to wash out, culvert cleanout, substantial debris removal or other damage due to excess water flow, increased water flow due to upstream development, whether from Grantor's property, from I-90/I-39 or other upstream property which is authorized by the City to drain through this drainage way, shall be at the expense of Grantor. Grantor and Grantee agree to meet and confer from time to time when it is asserted that Grantor is responsible for such extraordinary events.

This Easement may not be modified or amended except by writing executed and delivered by the Grantor and Grantee, their respective successors and assigns.

Grantee shall release and defend, indemnify and hold harmless Grantor and its respective successors and assigns, from and against any and all claim, cost, expense, damage and liability that Grantor may incur as a result of any act or omission by Grantee, its agents, employees, invitees occurring on, over, upon, along, under or across the easement area in connection with Grantee's use of this easement.

Grantee shall, at all times this Agreement is in effect, maintain a policy of general liability insurance with respect to the Easement Area and Grantee's activities upon the Easement Area. The amount of insurance shall be \$1,000,000 and shall be increased to an amount then commercially reasonable upon notice from Grantor. Such policy shall name Grantor as an additional named insured. All such policies shall provide that they shall not be amended or terminated except upon at least 30 days' prior written notice to Grantor. Grantee shall provide evidence of this coverage to Grantor within 30 days of the execution of this Agreement and upon request of Grantor thereafter.

Grantor acknowledges that municipal approval and all action necessary to authorize the granting of this easement has been duly performed. Signatory on behalf of

Grantor is the duly authorized representative of Grantor. Grantee acknowledges that approval and all action necessary to authorize the acceptance of this easement and its attendant obligations has been duly performed. Signatory on behalf of Grantee is the duly authorized representative of Grantee.

This Easement may be executed in several counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same Easement. Any counterparts of this Easement may be executed and delivered by any party by facsimile or by e-mail transmission in portable document format "(PDF)" and any document so executed and delivered shall be considered an original for all purposes.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent such prohibition or invalidity, without invalidating the remainder of this Agreement.

This Agreement shall be governed, interpreted, construed and enforced in accordance with the internal laws of the State of Wisconsin. All the terms, conditions and provisions of this Agreement relating to this Easement shall be appurtenant to and shall inure to the benefit of and shall run with the land.

This Agreement constitutes the entire agreement of the parties hereto.

{Signature pages to follow}

**IN WITNESS WHEREOF**, the Grantor has hereunder set its hand and seal this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

GRANTOR:  
CITY OF БЕЛОIT

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

ATTEST:

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

STATE OF WISCONSIN    )  
                                      ) SS.  
ROCK COUNTY            )

Before me personally appeared on the \_\_\_\_ day of \_\_\_\_\_, 2016, Lori S. Curtis Luther and Lorena Rae Stottler , the City Manager and City Clerk of City of Beloit and the person who executed the foregoing LANDSCAPE AND DRAINAGE WAY EASEMENT and acknowledged the same as the voluntary act and deed of said City of Beloit.

\_\_\_\_\_  
Elizabeth A. Krueger  
Notary Public, State of Wisconsin  
My Commission is permanent.

GRANTEE:  
HENDRICKS COMMERCIAL PROPERTIES,  
LLC

By: \_\_\_\_\_  
Diane M. Hendricks, Manager and  
Chairperson of the Board

STATE OF WISCONSIN    )  
                                  ) SS.  
ROCK COUNTY            )

Before me personally appeared on the \_\_\_\_ day of \_\_\_\_\_, 2016,  
Diane M. Hendricks the Manager and Chairperson of the Board of Hendricks Commercial  
Properties, LLC and the person who executed the foregoing LANDSCAPE AND  
DRAINAGE WAY EASEMENT and acknowledged the same as the voluntary act and deed  
of said Hendricks Commercial Properties, LLC.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission \_\_\_\_\_

This instrument was drafted by and  
after recording return to:

George B. Erwin, III  
Schmidt, Darling & Erwin  
2300 North Mayfair Road  
Suite 1175  
Milwaukee, WI 53226

# EXHIBIT A - Easement Area

## STORMWATER AND DRAINAGE WAY EASEMENT

PART OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP DOC. NO. 1073578 AS RECORDED IN VOLUME 13 ON PAGES 268-270 1/2 OF CERTIFIED SURVEY MAPS, BEING PART OF THE S.E. 1/4 OF THE SE 1/4, AND SW 1/4 OF THE SE 1/4, OF SECTION 31, T. 1 N., R. 13 E., OF THE 4TH P.M., CITY OF BELOIT, ROCK COUNTY, WISCONSIN.

CITY OF BELOIT, ROCK COUNTY, WISCONSIN.

### LEGAL DESCRIPTION

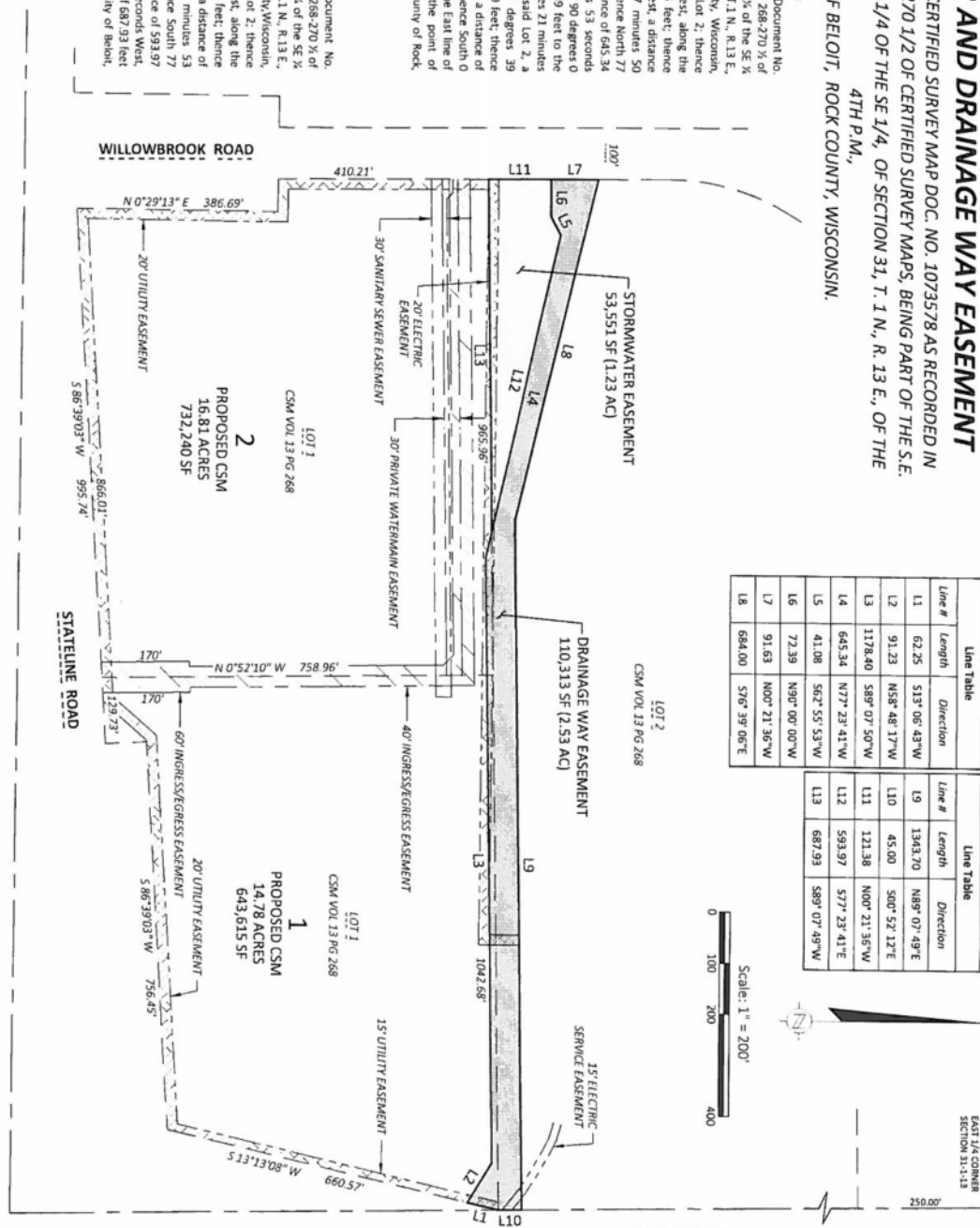
#### OF DRAINAGE WAY EASEMENT DESCRIBED AS:

Part of Lots 1 and 2 of Certified Survey Map Document No. 1073578 as recorded in Volume 13 on Pages 268-270 1/2 of Certified Survey Maps, being part of the SE 1/4 of the SE 1/4 and part of SW 1/4 of the SE 1/4 of Section 31, T. 1 N., R. 13 E., of the 4th P.M., City of Beloit, Rock County, Wisconsin, beginning at the Southeast corner of said Lot 2; thence South 13 degrees 6 minutes 43 seconds West, along the East line of said Lot 1, a distance of 62.25 feet; thence North 58 degrees 48 minutes 17 seconds West, a distance of 91.23 feet; thence South 89 degrees 7 minutes 50 seconds West, a distance of 1178.40 feet; thence North 77 degrees 23 minutes 41 seconds East, a distance of 645.34 feet; thence South 62 degrees 55 minutes 53 seconds West, a distance of 41.08 feet; thence South 90 degrees 0 minutes 0 seconds West, a distance of 72.39 feet to the West line of said Lot 2; thence North 0 degrees 21 minutes 36 seconds West, along the West line of said Lot 2, a distance of 91.63 feet; thence South 76 degrees 39 minutes 6 seconds East, a distance of 684.00 feet; thence North 89 degrees 7 minutes 49 seconds East, a distance of 1343.70 feet to the East line of said Lot 2; thence South 0 degrees 52 minutes 12 seconds East, along the East line of said Lot 2, a distance of 45.00 feet to the point of beginning. Situated in the City of Beloit, County of Rock, and State of Wisconsin.

### LEGAL DESCRIPTION

#### OF STORMWATER EASEMENT DESCRIBED AS:

Part of Lot 2 of Certified Survey Map Document No. 1073578 as recorded in Volume 13 on Pages 268-270 1/2 of Certified Survey Maps, being part of the SE 1/4 of the SE 1/4 and part of SW 1/4 of the SE 1/4 of Section 31, T. 1 N., R. 13 E., of the 4th P.M., City of Beloit, Rock County, Wisconsin, beginning at the Southeast corner of said Lot 2; thence North 0 degrees 21 minutes 36 seconds West, along the West line of said Lot 2, a distance of 121.38 feet; thence North 30 degrees 0 minutes 0 seconds East, a distance of 72.39 feet; thence North 62 degrees 55 minutes 53 seconds East, a distance of 41.08 feet; thence South 77 degrees 23 minutes 41 seconds East, a distance of 593.97 feet; thence South 89 degrees 7 minutes 49 seconds West, along the South line of said Lot 2, a distance of 687.93 feet to the point of beginning. Situated in the City of Beloit, County of Rock, and State of Wisconsin.



Line #	Length	Direction
L1	62.25	S13° 06' 43" W
L2	91.23	N58° 48' 17" W
L3	1178.40	S89° 07' 50" W
L4	645.34	N77° 23' 41" W
L5	41.08	S62° 55' 53" W
L6	72.39	N90° 00' 00" W
L7	91.63	N00° 21' 36" W
L8	684.00	S76° 39' 06" E

Line #	Length	Direction
L9	1343.70	N89° 07' 49" E
L10	45.00	S00° 52' 12" E
L11	121.38	N00° 21' 36" W
L12	593.97	S77° 23' 41" E
L13	687.93	S89° 07' 49" W



ORDER NO: 32345  
 BOOK: SEE FILE  
 FIELD CREW: --  
 DRAWN BY: CM  
 DATE: March 4, 2016

FOR THE EXCLUSIVE USE OF:  
 HENDRICKS COMMERCIAL PROPERTIES  
 525 THIRD STREET  
 BELOIT, WI 53511

**STORMWATER AND DRAINAGE WAY EASEMENT**

**Batterman**  
 engineers surveyors planners  
 2857 Barrells Drive Beloit, Wisconsin 53513  
 608.365.4464 www.rhbatterman.com



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL



**Topic:** Relocation Order to Acquire Right-of-Way and Temporary Limited Easements – Council Referral to the Plan Commission

**Date:** April 4, 2016

**Presenter(s):** Julie Christensen

**Department:** Community Development

---

### Overview/Background Information:

The Engineering Division has requested the review and approval of a Relocation Order to acquire Right-of-Way (ROW) and a Temporary Limited Easement (TLE) over a portion of the Menards property at 2851 Milwaukee Road and a TLE over a portion of the Walmart property at 2785 Milwaukee Road in order to realign the Branigan Road intersection with the private driveways serving the subject properties.

---

### Key Issues (maximum of 5):

- Currently, the Branigan Road ROW ends where the McDonalds, Menards, and Walmart driveways intersect in an awkward 5-point intersection. The proposed Relocation Order would extend the Branigan Road ROW by 60 feet in order to realign this problematic intersection as shown on the attached plat maps.
- The proposed Relocation Order involves the acquisition of 4,200 square feet of Menards' property to be used as public ROW. The proposed Relocation Order involves the acquisition of an easement (TLE) over 5,014 square feet of Menards' property to allow the alteration/realignment of the privately owned driveway.
- The proposed Relocation Order involves the acquisition of a TLE over approximately 1 acre of Walmart's property to allow the alteration/realignment of the privately owned driveway. As shown on the attachments, the proposed alteration of the Walmart driveway is more significant and involves changes to pavement, curb & gutter, landscape islands, and pavement marking.
- All affected properties will retain full access at the conclusion of this project, and public safety & traffic flow will be greatly improved.

---

### 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 consideration at the April 6, 2016 meeting
- This item will likely return to the City Council for consideration on April 18, 2016

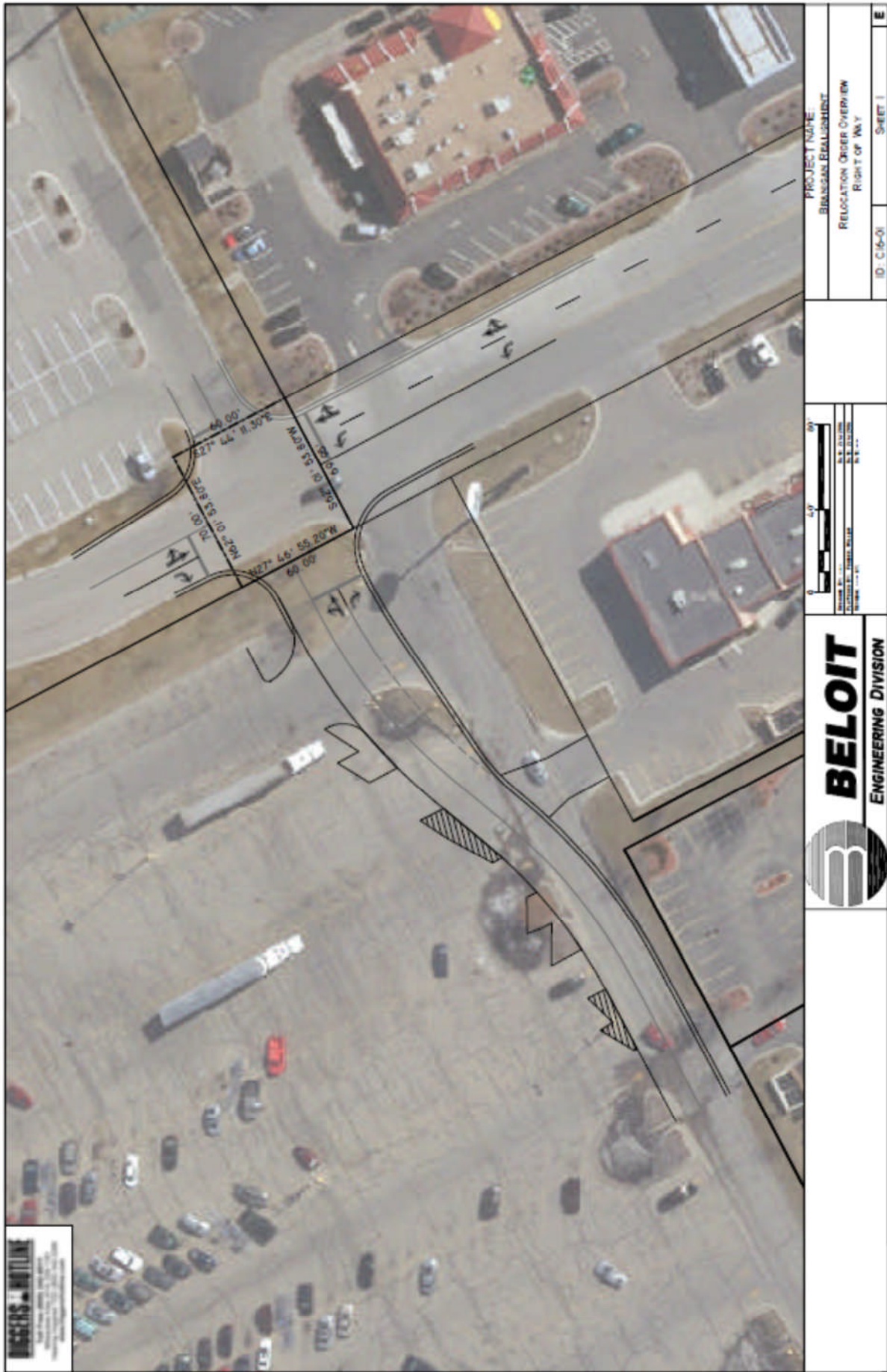
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**Fiscal Note/Budget Impact:** This project will be funded by the 2016 CIP.

---

**Attachments:** Relocation Plat Maps (2) and Proposed Relocation Orders (2)





**BRANIGAN ROAD**  
 PROJECT NO. 15-001  
 SHEET NO. 1 OF 1  
 DATE: 10/15/15



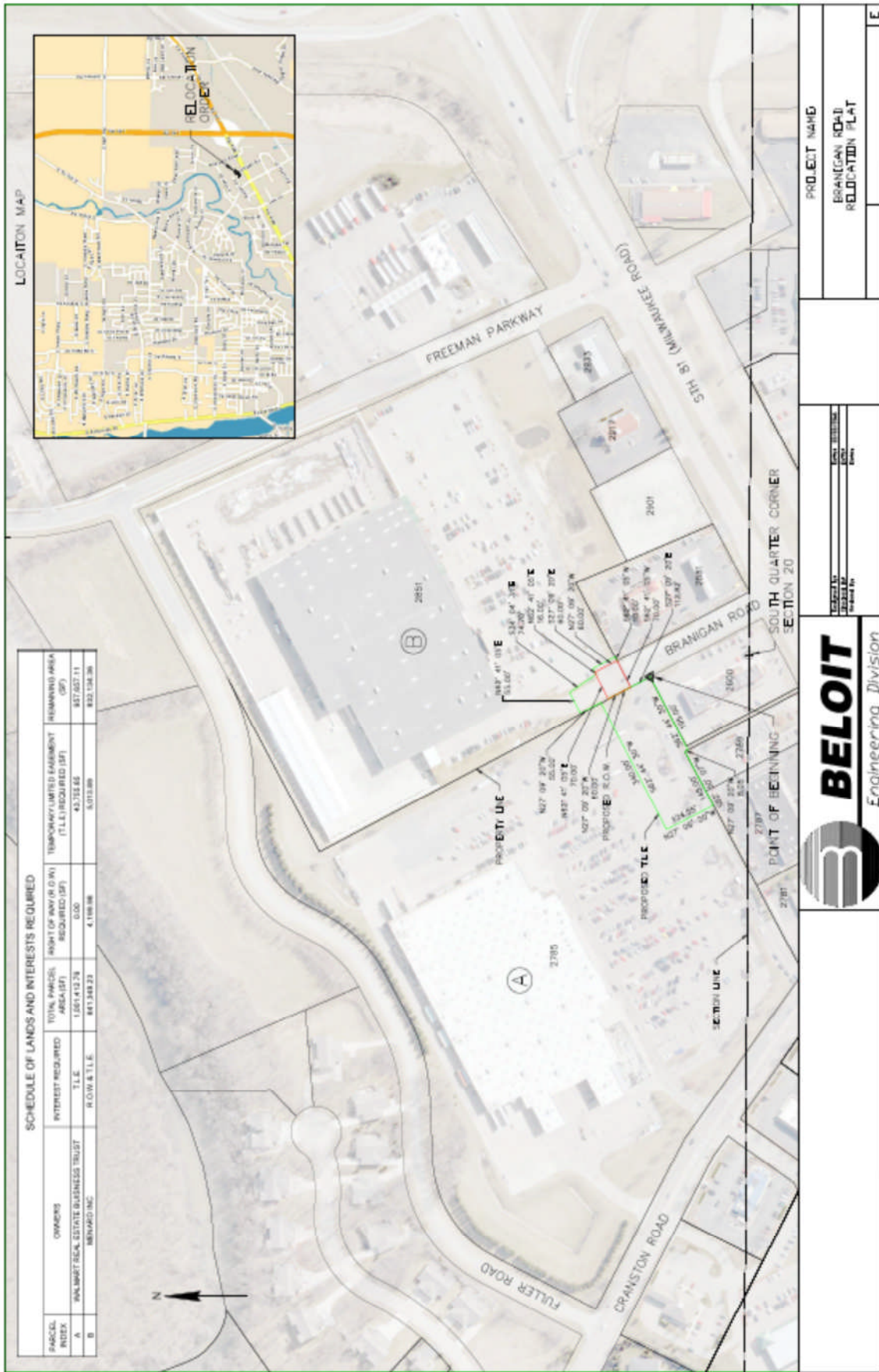
**BELOIT**  
 ENGINEERING DIVISION

PROJECT NAME:  
 BRANIGAN REALIGNMENT  
 RELOCATION ORDER OVERLAP  
 RIGHT OF WAY

ID: C-6-01 SHEET 1

**E**

6.i Application for Relocation Order, Branigan Road Realignment



**SCHEDULE OF LANDS AND INTERESTS REQUIRED**

PARCEL INDEX	OWNER	TOTAL PARCEL AREA (SF)	RIGHT OF WAY (R.O.W.) REQUIRED (SF)	TEMPORARY LIMITED EASEMENT (T.L.E.) REQUIRED (SF)	REMAINING AREA (SF)
A	WALMART REAL ESTATE BUSINESS TRUST	1,661,412.78	0.00	43,758.65	1,617,654.13
B	HEWARD INC.	813,348.23	4,189.98	0,013.89	809,144.36

**BELOIT**  
Engineering Division

PROJECT NAME	BRANIGAN ROAD RELOCATION PLAN
DATE	
SCALE	
SECTION	
DATE	
BY	
CHKD BY	
DATE	
APP'D BY	
DATE	

**RELOCATION ORDER**

LPA1708 (revised) 4/2010 (Replaces LPA 3006)

Project C16-01	Name of Road BRANIGAN ROAD	Utility Right of Way	County ROCK
Right of Way Plat Date 03/04/2016	Plat Sheet Numbers 1	Date of Previously Approved Relocation Order n/a	

Description of Termini of Project:

A tract of land being part of Lot 1 and Lot 2 of Certified Survey Map recorded in Volume 19, Pages 280-285, Document No. 1303363 of Rock County, Wisconsin, also being part of the Southeast Quarter of the Southwest Quarter of Section 20, all in Township 1 North, Range 13 East of the 4<sup>th</sup> Prime Meridian, City of Beloit, Rock County, Wisconsin, to wit:

Commencing at the northeast corner of Lot 1 of Certified Survey Map recorded in Volume 12, Pages 97-98, Document No. 1006618, also being in the west right-of-way line of Branigan Road; thence N27°09'20"W 112.82 ft. to the point of beginning; thence N27°09'20"W 60 ft. to a point; thence N62°41'05"E 70 ft. to a point; thence S27°09'20"E 60 ft. to a point; thence S62°41'05"W 70 ft. to the point of beginning.

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the utilities designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Sections 32.02, Wisconsin Statutes, the CITY OF BELOIT orders that:

1. The said utilities are laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by the CITY OF BELOIT.
3. This order supersedes and amends any previous order issued by the CITY OF BELOIT.

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Date)

## RELOCATION ORDER

LPA1708 (revised) 4/2010 (Replaces LPA 3006)

Project C16-01	Name of Road BRANIGAN ROAD	Utility Temporary Limited Easement	County ROCK
Right of Way Plat Date 03/04/2016	Plat Sheet Numbers 1	Date of Previously Approved Relocation Order n/a	

Description of Termini of Project:

A tract of land being part of Lot 1 and Lot 2 of Certified Survey Map recorded in Volume 19, Pages 280-285, Document No. 1303363 of Rock County, Wisconsin, also being part of the Southeast Quarter of the Southwest Quarter of Section 20, all in Township 1 North, Range 13 East of the 4<sup>th</sup> Prime Meridian, City of Beloit, Rock County, Wisconsin, to wit:

Commencing at the northeast corner of Lot 1 of Certified Survey Map recorded in Volume 12, Pages 97-98, Document No. 1006618, also being in the west right-of-way line of Branigan Road and the point of beginning; thence leaving said right-of-way line S62°-44'-30"W 195 ft. along the north line of said lot to a point; thence N27°09'20"W 8.06 ft. to the northwest corner of Lot 3 of Certified Survey Map recorded in Volume 19, Pages 280-285; thence S62°30'07"W 145 ft. to a point; thence N27°09'20"W 124.55 ft. to a point; thence N62°44'30" 340 ft. to a point; thence N27°09'20"W 55 ft. to a point; thence N62°41'05"E 55 ft. to a point; thence S34°04'31" 74.70 ft. to a point; thence N62°41'05"E 16 ft. to a point; thence S27°09'20"E 60 ft. to a point; thence S62°41'05"W 10 ft. to the northwest property corner of Lot 2 of Certified Survey Map recorded in Volume 16, Page 78; thence N27°09'20"W 60 ft. to a point; thence S62°41'05"W 70ft. to a point; thence S27°09'20"E 112.82 ft. to the point of beginning.

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the utilities designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Sections 32.02, Wisconsin Statutes, the CITY OF BELOIT orders that:

1. The said utilities are laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by the CITY OF BELOIT.
3. This order supersedes and amends any previous order issued by the CITY OF BELOIT.

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Date)

# CITY OF БЕЛОIT



## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**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~~<sup>17.06</sup> 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- \_\_\_\_\_

# CITY OF БЕЛОIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Ordinance to amend various sections of the Code of General Ordinances of the City of Beloit pertaining to city boards, committees and commissions.  
**Date:** March 10, 2016  
**Presenter(s):** Lori S. Curtis Luther, City Manager  
**Department(s):** City Manager

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

It is a high priority for the City to have a diverse array of citizen representatives on boards, committees and commissions to provide recommendations to the full Council for consideration. However, over the course of the past year in particular, few applications to serve as a committee member have been received. The months of March and April 2016, for example, there are 27 vacancies for the 15 boards, committees and commissions with only 6 applications to be brought forward to the Appointment Review Committee.

Further, the Ethics Board does not currently have sufficient membership to achieve a quorum. While this board only meets on an as needed basis, it is critical that this Board be able to meet and address any potential ethics concerns that might be raised. From time to time, other boards have also had difficulty reaching quorum, which suggests that there is a need to evaluate other methods to appoint members and establish voting authority.

At two recent Council workshops some potential changes to the structure were discussed to encourage more citizen participation, provide quorums, and to ensure ample opportunity for the public to provide input. The City Council has not revisited the Code of Ordinances related to boards, committees, and commissions for many years and this is an appropriate time to revisit the topic due to the issues outlined above.

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### **Background Information:**

1. Amendments to the ordinances include appointing members of the Ethics Board in a way that ensures adequate membership for a quorum. The Chair of the Community Development Authority, Municipal Library Board, Park, Recreation & Conservation Advisory Commission, Plan Commission, and Police and Fire Commission would serve as standing members of the Ethics Board along with two at-large citizen appointees.
  2. Meeting times are required to begin between 6:30-8:00 p.m. for a variety of committees that need frequent public input. Other meeting times are removed to provide additional flexibility. Currently, the time of each board, committee or commission is stipulated by ordinance and are often held during the day, which may be difficult for individuals and the public to attend.
  3. Permitting Council members to be voting members of the boards, committees and commissions when the presence of the council member is needed for quorum.
  4. Requiring interviews by the City Council for appointments to particular committees to further engage the Council with the appointment process.
  5. Cleaning-up and modernizing the ordinances related to boards, committees and commissions.
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### **Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.):**

All goals are applicable.

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

Staff will prepare ordinance amendments for consideration at a future Council meeting based upon feedback provided at the Council Workshops.

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**Fiscal Note/Budget Impact:** No budgetary impact.

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

**AN ORDINANCE TO AMEND VARIOUS SECTIONS OF THE CODE OF  
GENERAL ORDINANCES OF THE CITY OF БЕЛОIT  
PERTAINING TO CITY BOARDS, COMMITTEES AND COMMISSIONS**

**ALCOHOL BEVERAGE LICENSE CONTROL COMMITTEE**

**Section 1. Section 1.70(2)(c) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(c) Rights and Privileges. All members of the Committee shall have the same rights and privileges, except that the City Council President and the City Council representative shall not have the right to vote unless a quorum would not otherwise be present, in which case the City Council President and the City Council representative shall be counted toward quorum and shall be deemed regular voting members.”

**Section 2. Section 1.70(3)(b) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(b) Citizen Members. The citizen members may be nominated by the Appointment Review Committee and appointed by the City Council President, subject to confirmation by the City Council.”

**Section 3. Section 1.70(7)(a) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(a) Meetings. Committee meetings shall be held at the ~~Forum in Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other~~ location designated in the notice of the meeting, ~~at 4:30 p.m.~~ on the second Tuesday of each month. The meetings shall be scheduled as needed. Meetings may be called by the committee chair, by written request of 2 voting members or by the Chief of the Beloit Police Department.”

**Section 4. Section 1.70(15) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(15) REMOVAL. Any member may be removed for cause. Prior to such action, a verified written complaint setting forth the facts that constitute cause shall be filed with the City Clerk. A verified written complaint may be filed by a city resident. The member charged in the complaint shall either resign or request a public hearing on the complaint before the Appointment Review Committee. If the member charged in the complaint requests a hearing, the Appointment Review Committee shall conduct a public hearing to determine whether the allegations of the complaint are true. At the conclusion of the hearing, the Appointment Review Committee shall enter written findings of fact and furnish copies of those findings to the member charged, the resident who filed the complaint, and to the committee. The decision of the Appointment Review Committee may be appealed to the City Council. Any hearing conducted pursuant to this section shall comply with the provisions of §17.12, Wis. Stats.”

## APPOINTMENT REVIEW COMMITTEE

**Section 5. Section 1.72(2)(c) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(c) Rights and Privileges. All members of the Appointment Review Committee shall have the same rights and privileges, except that the City Council President and the City Council Vice President shall not have the right to vote unless a quorum would not otherwise be present, in which case the City Council President and the City Council Vice President shall be counted toward quorum and shall be deemed regular voting members.”

**Section 6. Section 1.72(3) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(3) APPOINTMENT. The citizen members may be nominated by the Appointment Review Committee and appointed by the City Council President, subject to confirmation by the City Council. The membership of the committee should reflect the diverse nature of the City's population.”

**Section 7. Section 1.72(6)(b)3 of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“3. Nominate candidates for positions on City committees, boards and commissions and forward those nominations to the City Council President. The City Council President may appoint a candidate, subject to confirmation by the City Council, if the committee fails or refuses to take action on an application.”

**Section 8. Section 1.72(6)(b)4 of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“4. Retain copies of all applications filed as required by law for 2 years.”

**Section 9. Section 1.72(6)(b)5 of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“5. Conduct public hearings on complaints ~~issued by other boards, committees and commissions~~ charging that a member should be removed for cause.”

**Section 10. Section 1.72(7)(a) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(a) Regular Meetings. Regular meetings of the committee shall be held each month ~~in the City Manager's Conference Room in Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other~~ at a location designated in the notice of the meeting.”

**Section 11. Section 1.72(7)(b) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(b) Special Meetings. Special meetings shall be held ~~at the City Manager's Conference Room in Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other~~ at the location designated in the notice of the meeting. Special meetings may be called by the committee chair or by written request of 3 committee members.”

**Section 12. Section 1.72(15) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(15) REMOVAL. Any member may be removed for cause. Prior to such action, a verified written complaint setting forth the facts that constitute cause shall be filed with the City Clerk. A verified written complaint may be filed by a city resident. The member charged in the complaint shall either resign or request a public hearing on the complaint before the City Council. If the member charged in the complaint requests a hearing, the City Council shall conduct a public hearing to determine whether the allegations of the complaint are true. At the conclusion of the hearing, the City Council shall enter written findings of fact and furnish copies of those findings to the member charged, the resident who filed the complaint, and to the committee. Any hearing conducted pursuant to this section shall comply with the provisions of §17.12, Wis. Stats.”

**BOARD OF ETHICS**

**Section 13. Section 1.73(1)(b) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(b) Membership. The Ethics Board shall consist of 7 members as follows:~~one of whom shall be a former City Councilor.~~

1. Ex Officio Members.
  - a. Chair of the Community Development Authority
  - b. Chair of the Library Board
  - c. Chair of the Park, Recreation and Conservation Advisory Commission
  - d. Chair of the Planning Commission
  - e. President of the Police and Fire Commission
2. Citizen Members. Two citizen members. The citizen members should reflect the diverse nature of the City's population.
3. Rights and Privileges. All members of the board shall have the same rights and privileges.”

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**Section 14. Section 1.73(1)(c) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(c) Appointment. The citizen members may be nominated by the Appointment Review Committee and appointed by the City Council President, subject to confirmation by the City Council. The membership of the board should reflect the diverse nature of the City's population.”

**Section 15. Section 1.73(1)(d) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(d) Term of Office.

1. Term of Appointment. Citizen Board members shall be appointed for 3-year terms beginning January 1 of the first year and ending December 31 of the third year.
2. Reserved.
3. Subsequent Terms. No citizenboard member, ~~except a former City Councilor,~~ may be appointed for more than 2 successive, full terms. ~~A former City Councilor may be appointed for more than 2 successive terms only when no other former City Councilor wishes to serve.~~ A citizenboard member who serves 2 successive, full terms shall be eligible for reappointment one year after the member completes his/her last full term.
4. Membership on Other Committees. No citizenboard member may serve on any other City board, committee or commission while that member is serving on this board.



5. Incumbents. Incumbents may continue to serve beyond the end of their terms until their successors have been appointed and seated.
6. Vacancies. Vacancies shall be filled for the balance of the term. A citizen member appointed to fill a vacancy shall be appointed in the same manner as that member's predecessor."

**Section 16. Section 1.73(1)(e)1 of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

"(e) Qualifications.

1. Residency. All citizen members of the board shall be residents of the City of Beloit."

**Section 17. Section 1.73(1)(g)1 of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

"(g) Meetings.

1. Meetings. Meetings of the board shall be held at the ~~Forum in Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other~~ location designated in the notice of the meeting. The meetings shall be held as needed, except that the annual meeting of the Ethics Board shall be held on the third Thursday of January of each year."

**Section 18. Section 1.73(1)(h) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

- "(h) Officers and Duties. The Ethics Board shall select a chair and vice-chair annually on the third Thursday in January. The board shall submit the chair's name to the City Clerk immediately after the election. The chair shall preside over all meetings of the board. The vice-chair shall preside over the meetings in the chair's absence. In the absence of both the chair and vice-chair of the board a president pro tem shall be chosen from those present and shall preside. The ~~Human Resources Personnel~~ Director shall serve as secretary of the board. The secretary shall record the minutes of each meeting and shall transmit a written copy of the minutes and the records of the board to the City Clerk. The City Clerk shall be the custodian of the records of the board."

**Section 19. Section 1.73(1)(o) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

- "(o) REMOVAL. Any member may be removed for cause. Prior to such action, a verified written complaint setting forth the facts that constitute cause shall be filed with the City Clerk. A verified written complaint may be filed by a city resident. The member charged in the complaint shall either resign or request a public hearing on the complaint before the City Council. If the member charged in the complaint requests a hearing, the City Council shall conduct a public hearing to determine whether the allegations of the complaint are true. At the conclusion of the hearing, the City Council shall enter written findings of fact and furnish copies of those findings to the member charged, the resident who filed the complaint, and to the committee. Any hearing conducted pursuant to this section shall comply with the provisions of §17.12, Wis. Stats."

## BOARD OF REVIEW

**Section 20. Section 1.76(3) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(3) APPOINTMENT. Board members ~~shall~~may be nominated by the Appointment Review Committee and appointed by the City Council President, subject to confirmation by the City Council. The City Council shall interview nominees to the board prior to appointment and confirmation.”

**Section 21. Section 1.76(7)(a) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(a) Initial Meeting. The Board of Review shall hold its initial meeting annually at any time during the 30-day period beginning on the second Monday of May. The meeting shall be held ~~in the Forum in Beloit City Hall, 100 State Street, Beloit, Wisconsin, or at such other the~~ location designated in the notice of the meeting. At least 15 days before the first annual meeting, the City Clerk shall publish a Class 1 notice, place a notice in at least 3 public places and place a notice on the door of the ~~place of the meeting~~council chambers indicating the time and place of the initial meeting of the Board of Review. At the initial meeting, the board shall perform the duties prescribed by §70.47(3), Wis. Stats.”

**Section 22. Section 1.76(14) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(14) REMOVAL. Any member may be removed for cause. Prior to such action, a verified written complaint setting forth the facts that constitute cause shall be filed with the City Clerk. A verified written complaint may be filed by a city resident. The member charged in the complaint shall either resign or request a public hearing on the complaint before the City Council. If the member charged in the complaint requests a hearing, the City Council shall conduct a public hearing to determine whether the allegations of the complaint are true. At the conclusion of the hearing, the City Council shall enter written findings of fact and furnish copies of those findings to the member charged, the resident who filed the complaint, and to the committee. Any hearing conducted pursuant to this section shall comply with the provisions of §17.12, Wis. Stats.”

## BOARD OF APPEALS

**Section 23. Section 1.77(3) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(3) APPOINTMENT. All board members and both alternates ~~may~~shall be nominated by the Appointment Review Committee and, in accordance with Charter Ordinance No. 7, shall be appointed by the City Council President, subject to confirmation by the City Council. The City Council may interview nominees to the board prior to appointment and confirmation. The Council President shall, annually, designate one of the alternate members as "first alternate" and the other as "second alternate." The first alternate shall act, with full power, only when a member of the board refuses to vote because of interest or when a member is absent. The second alternate shall so act only when the first alternate so refuses or is absent or when more than one member of the board so refuses or is absent. ”

**Section 24. Section 1.77(7)(a) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(a) Regular Meetings. Regular meetings of the board shall be held at ~~the Forum at Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other~~ the location designated in the notice of the meeting, ~~starting at a time no sooner than 6:30 p.m. and no later than 8:00 p.m., at 7:00 p.m.~~ on the second Tuesday of each month.”

**Section 25. Section 1.77(7)(b) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(b) Special Meetings. Special meetings shall be held at the ~~Forum at Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other~~ location designated in the notice of the meeting. Special meetings may be called by the board chair or as the board may determine.”

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**Section 26. Section 1.77(15) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(15) REMOVAL. Any member may be removed for cause. Prior to such action, a verified written complaint setting forth the facts that constitute cause shall be filed with the City Clerk. A verified written complaint may be filed by a city resident. The member charged in the complaint shall either resign or request a public hearing on the complaint before the Appointment Review Committee. If the member charged in the complaint requests a hearing, the Appointment Review Committee shall conduct a public hearing to determine whether the allegations of the complaint are true. At the conclusion of the hearing, the Appointment Review Committee shall enter written findings of fact and furnish copies of those findings to the member charged, the resident who filed the complaint, and to the board. The decision of the Appointment Review Committee may be appealed to the City Council. Any hearing conducted pursuant to this section shall comply with the provisions of §17.12, Wis. Stats.”

## COMMUNITY DEVELOPMENT AUTHORITY

**Section 27. Section 1.79(5)(b) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(b) Citizen Members. The citizen members may be nominated by the Appointment Review Committee and appointed by the City Council President, subject to confirmation by the City Council. The citizen membership should reflect the diverse nature of the City’s population.”

**Section 28. Section 1.79(6)(d) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(d) Membership on Other Committees. No citizen member may serve on any other City board, committee or commission while that member is serving on the Community Development Authority, except for the Chair who shall serve on the Board of Ethics.

**Section 29. Section 1.79(9)(a) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(a) Regular Meetings. Regular meetings of the Authority shall be held at the ~~Forum at Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other~~ location designated in the notice of the meeting, ~~at 4:30 p.m.~~ on the fourth Wednesday of each month.”

**Section 30. Section 1.79(9)(b) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(b) Special Meetings. Special meetings shall be held at the ~~Forum at Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other~~ location as designated in the notice of the meeting. Special meetings may be called by the Authority chair or by written request of 3 voting members.”

**Section 31. Section 1.79(17) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(17) REMOVAL. Any member may be removed for cause. Prior to such action, a verified written complaint setting forth the facts that constitute cause shall be filed with the City Clerk. A verified written complaint may be filed by a city resident. The member charged in the complaint shall either resign or request a public hearing on the complaint before the Appointment Review Committee. If the member charged in the complaint requests a hearing, the Appointment Review Committee shall conduct a public hearing to determine whether the allegations of the complaint are true. At the conclusion of the hearing, the Appointment Review Committee shall enter written findings of fact and furnish copies of those findings to the member charged, the resident who filed the complaint, and to the authority. The decision of the Appointment Review Committee may be appealed to the City Council. Any hearing conducted pursuant to this section shall comply with the provisions of §17.12, Wis. Stats.”

#### **EQUAL OPPORTUNITIES COMMISSION**

**Section 32. Section 1.82(3)(b) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(b) Citizen Members. The citizen members may be nominated by the Appointment Review Committee and appointed by the City Council President, subject to confirmation by the City Council.”

**Section 33. Section 1.82(2)(c) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(c) Rights and Privileges. All members of the Equal Opportunities Commission shall have the same rights and privileges, including the right to vote, except that the City Council President and City Council representative shall not have the right to vote unless a quorum would not otherwise be present, in which case the City Council President and the City Council representative shall be counted toward quorum and shall be deemed regular voting members.”

**Section 34. Section 1.82(7)(a) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(a) Regular Meetings. Regular meetings of the commission shall be held at ~~Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other~~ location designated in the notice of the meeting, ~~at 5:45 p.m.~~ on the third Wednesday of each even-numbered month. If any regular meeting date is a holiday, the commission shall establish another meeting date and time.”

**Section 35. Section 1.82(7)(a) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(b) Special Meetings. Special meetings shall be held at ~~Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other~~the location designated in the notice of the meeting. Special meetings may be called by the commission chair or by written request of 3 of the voting members.”

**Section 36. Section 1.82(15) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(15) REMOVAL. Any member may be removed for cause. Prior to such action, a verified written complaint setting forth the facts that constitute cause shall be filed with the City Clerk. A verified written complaint may be filed by a city resident. The member charged in the complaint shall either resign or request a public hearing on the complaint before the Appointment Review Committee. If the member charged in the complaint requests a hearing, the Appointment Review Committee shall conduct a public hearing to determine whether the allegations of the complaint are true. At the conclusion of the hearing, the Appointment Review Committee shall enter written findings of fact and furnish copies of those findings to the member charged, the resident who filed the complaint, and to the commission. The decision of the Appointment Review Committee may be appealed to the City Council. Any hearing conducted pursuant to this section shall comply with the provisions of §17.12, Wis. Stats.”

#### **GOLF COMMITTEE**

**Section 37. Section 1.83(3) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(3) APPOINTMENT. The presidents of the Men's Golf Club, Senior Citizens Golf Club and Women's Golf Club, upon election to their respective offices, shall be deemed to be appointed by their clubs as ex officio members of the Municipal Golf Committee. The Appointment Review Committee may make nominations of citizens for membership on the Municipal Golf Committee. The City Council President shall appoint the citizen members to serve on the Municipal Golf Committee, subject to confirmation by the City Council.”

**Section 38. Section 1.83(7)(a) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(a) Regular Meetings. Regular meetings of the committee shall be held at ~~Krueger-Haskell Club House, 1611 Hackett Street, Beloit, Wisconsin, or such other~~the location designated in the notice of the meeting, ~~at a time designated by the committee~~ on the third Wednesday of the months of March through October.”

**Section 39. Section 1.83(7)(b) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(b) Special Meetings. Special meetings shall be held at ~~Krueger Club House, 1611 Hackett Street, Beloit, Wisconsin, or such other~~the location designated in the notice of the meeting. Special meetings may be called by the committee chair or upon written request of 3 voting members.”

**Section 40. Section 1.83(15) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(15) REMOVAL. Any member may be removed for cause. Prior to such action, a verified written complaint setting forth the facts that constitute cause shall be filed with the City Clerk. A

verified written complaint may be filed by a city resident. The member charged in the complaint shall either resign or request a public hearing on the complaint before the Appointment Review Committee. If the member charged in the complaint requests a hearing, the Appointment Review Committee shall conduct a public hearing to determine whether the allegations of the complaint are true. At the conclusion of the hearing, the Appointment Review Committee shall enter written findings of fact and furnish copies of those findings to the member charged, the resident who filed the complaint, and to the committee. The decision of the Appointment Review Committee may be appealed to the City Council. Any hearing conducted pursuant to this section shall comply with the provisions of §17.12, Wis. Stats.”

#### LANDMARKS COMMISSION

**Section 41. Section 1.84(2)(c) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(c) Rights and Privileges. All members of the Landmarks Commission shall have the same rights and privileges ~~including, except that the City Council President and the City Council representative shall not have~~ the right to vote.”

**Section 42. Section 1.84(3)(b) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(b) Citizen Members. The 5 citizen members ~~shall~~may be nominated by the Appointment Review Committee and appointed by the City Council President, subject to confirmation by the City Council. ~~The City Council may interview nominees to the commission prior to appointment and confirmation.~~ The membership should reflect the diverse nature of the City’s population.”

**Section 43. Section 1.84(3)(c) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(c) Other Members. The representatives from the Bluff Street National Register Historic District, the Merrill Street National Register Historic District and the Near East Side (College Park) National Register Historic District shall be nominated by the governing bodies of their respective organizations and appointed by the City Council President, subject to confirmation by the City Council. ~~The City Council may interview nominees to the commission prior to appointment and confirmation.~~”

**Section 44. Section 1.84(6)(a) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(a) Purpose. The commission has been created for the purpose of carrying out the public policy set forth in §32.01 ~~of this Municipal Code.~~”

**Section 45. Section 1.84(6)(b) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(b) Powers and Duties. The commission shall exercise the powers and perform the duties set forth in §32.05 ~~of this Municipal Code.~~”

**Section 46. Section 1.84(7)(a) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(a) Regular Meetings. Regular meetings of the commission shall be held at the ~~Forum in Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other~~ location designated in the notice of the meeting, ~~starting at a time no sooner than 6:30 p.m. and no later than 8:00 p.m., at 7:00 p.m.~~ on the third Tuesday of each month.”

**Section 47. Section 1.84(7)(b) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(b) Special Meetings. Special meetings shall be held at the ~~Forum in Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other~~ location designated in the notice of the meeting. Special meetings may be called by the commission chair or by written request of 2 voting members.”

**Section 48. Section 1.84(15) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(15) REMOVAL. Any member may be removed for cause. Prior to such action, a verified written complaint setting forth the facts that constitute cause shall be filed with the City Clerk. A verified written complaint may be filed by a city resident. The member charged in the complaint shall either resign or request a public hearing on the complaint before the Appointment Review Committee. If the member charged in the complaint requests a hearing, the Appointment Review Committee shall conduct a public hearing to determine whether the allegations of the complaint are true. At the conclusion of the hearing, the Appointment Review Committee shall enter written findings of fact and furnish copies of those findings to the member charged, the resident who filed the complaint, and to the commission. The decision of the Appointment Review Committee may be appealed to the City Council. Any hearing conducted pursuant to this section shall comply with the provisions of §17.12, Wis. Stats.”

#### **LIBRARY BOARD**

**Section 49. Section 1.85(3)(b) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(b) Citizen Members. The citizen members ~~mays~~ shall be nominated by the Appointment Review Committee and appointed by the City Council President, subject to confirmation by the City Council. The City Council may interview nominees to the board prior to appointment and confirmation.”

**Section 50. Section 1.85(3)(c) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(c) School District Administrator. The School District Administrator shall be nominated by the Superintendent of Schools of the City of Beloit School District and appointed by the City Council President, subject to confirmation by the City Council. The City Council may interview nominees to the board prior to appointment and confirmation.”

**Section 51. Section 1.85(3)(d) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(d) Membership on Other Committees. No citizen member may serve on any other City board, committee or commission while that member is serving on this board, except for the Chair who shall serve on the Board of Ethics.”

**Section 52. Section 1.85(7)(a) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(a) Regular Meetings. Regular meetings of the board shall be held at the ~~Beloit Public Library or such other~~ location designated in the notice of the meeting, ~~at 4:00 p.m.~~ on the third Wednesday of each month.”

**Section 53. Section 1.85(7)(a) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(b) Special Meetings. Special meetings shall be held at the ~~Beloit Public Library or such other~~ location designated in the notice of the meeting. Special meetings may be called by the board chair or by written request of 2 other board members.”

**Section 54. Section 1.85(15) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(15) REMOVAL. Any member may be removed for cause. Prior to such action, a verified written complaint setting forth the facts that constitute cause shall be filed with the City Clerk. A verified written complaint may be filed by a city resident. The member charged in the complaint shall either resign or request a public hearing on the complaint before the City Council. If the member charged in the complaint requests a hearing, the City Council shall conduct a public hearing to determine whether the allegations of the complaint are true. At the conclusion of the hearing, the City Council shall enter written findings of fact and furnish copies of those findings to the member charged, the resident who filed the complaint, and to the committee. Any hearing conducted pursuant to this section shall comply with the provisions of §17.12, Wis. Stats.”

#### **PARK, RECREATION AND CONSERVATION ADVISORY COMMISSION**

**Section 55. Section 1.86(2)(c) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(c) Rights and Privileges. All members of the commission shall have the same rights and privileges, except that the ex officio members and youth representative shall not have the right to vote except as otherwise provided herein. The City Council President and the City Council representative shall not have the right to vote unless a quorum would not otherwise be present, in which case the City Council President and the City Council representative shall be counted toward quorum and shall be deemed regular voting members.”

**Section 56. Section 1.86(3)(b) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(b) Citizen Members. The citizen members may be nominated by the Appointment Review Committee and appointed by the City Council President, subject to confirmation by the City Council.”

**Section 57. Section 1.86(4)(d) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(d) Membership on Other Committees. No citizen member may serve on any other City board, committee or commission while that member is serving on this commission, except for the Chair who shall serve on the Board of Ethics.”



**Section 58. Section 1.86(7)(a) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(a) Regular Meetings. Regular meetings of the commission shall be at the location designated in the notice of the meeting, starting at a time no sooner than 6:30 p.m. and no later than 8:00 p.m., held on the second Wednesday of each month, ~~at a time and location determined annually at the October meeting.~~”

**Section 59. Section 1.86(7)(b) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(b) Special Meetings. Special meetings shall be held at the location designated in the notice of the meeting determined under subparagraph (a), or such other location designated in the notice of the meeting. Special meetings may be called by the commission chair or by written request of 4 of the voting members.”

**Section 60. Section 1.86(15) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(15) REMOVAL. Any member may be removed for cause. Prior to such action, a verified written complaint setting forth the facts that constitute cause shall be filed with the City Clerk. A verified written complaint may be filed by a city resident. The member charged in the complaint shall either resign or request a public hearing on the complaint before the Appointment Review Committee. If the member charged in the complaint requests a hearing, the Appointment Review Committee shall conduct a public hearing to determine whether the allegations of the complaint are true. At the conclusion of the hearing, the Appointment Review Committee shall enter written findings of fact and furnish copies of those findings to the member charged, the resident who filed the complaint, and to the commission. The decision of the Appointment Review Committee may be appealed to the City Council. Any hearing conducted pursuant to this section shall comply with the provisions of §17.12, Wis. Stats.”

## PLAN COMMISSION

**Section 61. Section 1.87(2)(c) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(c) Rights and Privileges. All members of the Plan Commission shall have the same rights and privileges except that the City Council President and the City Council representative shall not have the right to vote unless a quorum would not otherwise be present, in which case the City Council President and the City Council representative shall be counted toward quorum and shall be deemed regular voting members.”

**Section 62. Section 1.87(2)(d) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(d) Membership on Other Committees. No citizen member may serve on any other City board, committee or commission while that member is serving on this commission, except for the Chair who shall serve on the Board of Ethics.”

**Section 63. Section 1.87(3)(b) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(b) Citizen Members. The citizen members may be nominated by the Appointment Review Committee and appointed by the City Council President, subject to confirmation by the City Council.”

**Section 64. Section 1.87(7)(a) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(a) Regular Meetings. Regular meetings of the commission shall be held at the ~~Council Forum in Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other~~ location as designated in the notice of the meeting, ~~starting at a time no sooner than 6:30 p.m. and no later than 8:00 p.m.,~~ ~~at 7:00 p.m.~~ on the Wednesdays following the regular meetings of the City Council.”

**Section 65. Section 1.87(7)(b) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(b) Special Meetings. Special meetings shall be held at the ~~Council Forum in Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other~~ location designated in the notice of the meeting. Special meetings may be called by the commission chair or by written request of 3 voting members.”

**Section 66. Section 1.87(15) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(15) REMOVAL. Any member may be removed for cause. Prior to such action, a verified written complaint setting forth the facts that constitute cause shall be filed with the City Clerk. A verified written complaint may be filed by a city resident. The member charged in the complaint shall either resign or request a public hearing on the complaint before the Appointment Review Committee. If the member charged in the complaint requests a hearing, the Appointment Review Committee shall conduct a public hearing to determine whether the allegations of the complaint are true. At the conclusion of the hearing, the Appointment Review Committee shall enter written findings of fact and furnish copies of those findings to the member charged, the resident who filed the complaint, and to the commission. The decision of the Appointment Review Committee may be appealed to the City Council. Any hearing conducted pursuant to this section shall comply with the provisions of §17.12, Wis. Stats.”

## **POLICE AND FIRE COMMISSION**

**Section 67. Section 1.88(3) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(3) APPOINTMENT. The 5 citizen members ~~may~~ shall be nominated by the Appointment Review Committee and appointed by the City Council President, subject to confirmation by the City Council. The City Council shall interview nominees to the board prior to appointment and confirmation.”

**Section 68. Section 1.88(4)(d) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(d) Membership on Other Committees. No member may serve on any other City board, committee or commission while that member is serving on this commission, except for the Chair who shall serve on the Board of Ethics.”

**Section 69. Section 1.88(7)(a) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(a) Regular Meetings. Regular meetings of the commission shall be held at ~~the Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other~~ location designated in the notice of the meeting, starting at a time no sooner than 6:30 p.m. and no later than 8:00 p.m., at 5:00 p.m. on the fourth Monday of each month.”

**Section 70. Section 1.88(7)(b) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(b) Special Meetings. Special meetings shall be held at ~~the Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other~~ location designated in the notice of the meeting. Special meetings may be called by the commission president or by written request of 2 members.”

**Section 71. Section 1.88(15) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(15) REMOVAL. Any member may be removed for cause. Prior to such action, a verified written complaint setting forth the facts that constitute cause shall be filed with the City Clerk. A verified written complaint may be filed by a city resident. The member charged in the complaint shall either resign or request a public hearing on the complaint before the City Council. If the member charged in the complaint requests a hearing, the City Council shall conduct a public hearing to determine whether the allegations of the complaint are true. At the conclusion of the hearing, the City Council shall enter written findings of fact and furnish copies of those findings to the member charged, the resident who filed the complaint, and to the committee. Any hearing conducted pursuant to this section shall comply with the provisions of §17.12, Wis. Stats.”

#### **TRAFFIC REVIEW COMMITTEE**

**Section 72. Section 1.89(2)(c)1 of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“1. The City Council President and the City Council representative shall not have the right to vote unless a quorum would not otherwise be present, in which case the City Council President and the City Council representative shall be counted toward quorum and shall be deemed regular voting members.”

**Section 73. Section 1.89(3)(b) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(b) Citizen Members. The citizen members may be nominated by the Appointment Review Committee and appointed by the City Council President, subject to confirmation by the City Council. The citizen members should reflect the diverse nature of the City's population.”

**Section 74. Section 1.89(7)(a) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(a) Regular Meetings. Regular meetings of the committee shall be held at the ~~City Manager's Conference Room, Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other~~ location designated in the notice of the meeting, at 1:30 p.m. on the fourth Monday of each month.”

**Section 75. Section 1.89(7)(b) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:**

“(b) Special Meetings. Special meetings shall be held at the ~~City Manager's Conference Room, Beloit City Hall, 100 State Street, Beloit, Wisconsin, or such other~~ location designated in the notice of the meeting. Special meetings may be called by the committee chair or by written request of 3 voting members.”

**Section 76. Section 1.89(15) of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:**

“(15) REMOVAL. Any member may be removed for cause. Prior to such action, a verified written complaint setting forth the facts that constitute cause shall be filed with the City Clerk. A verified written complaint may be filed by a city resident. The member charged in the complaint shall either resign or request a public hearing on the complaint before the Appointment Review Committee. If the member charged in the complaint requests a hearing, the Appointment Review Committee shall conduct a public hearing to determine whether the allegations of the complaint are true. At the conclusion of the hearing, the Appointment Review Committee shall enter written findings of fact and furnish copies of those findings to the member charged, the resident who filed the complaint, and to the committee. The decision of the Appointment Review Committee may be appealed to the City Council. Any hearing conducted pursuant to this section shall comply with the provisions of §17.12, Wis. Stats.”

**Section 77. 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 78. This ordinance shall be in force and take effect upon passage and publication.**

Adopted this \_\_\_\_\_ day of April, 2016.

**CITY COUNCIL FOR THE CITY OF БЕЛОIT**

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

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**Topic:** RESOLUTION SETTING THE SALARY OF THE MUNICIPAL COURT JUDGE

**Date:** April 4, 2016

**Presenter:** Lori Curtis Luther

**Department:** City Manager

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### Overview/Background Information:

On April 5, 2016, a new municipal court judge will be elected to office. State law and ordinance require that the city council set the salary of the municipal court judge. The salary of \$31,070 has been included in the approved 2016 budget.

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### Key Issues:

1. Section 1.58(3)(c) of the Code of General Ordinances for the City of Beloit requires the city council to set the salary of the Municipal Court Judge.
  2. The annual salary of the Municipal Court Judge is provided in the Municipal Court budget.
  3. The annual salary shall be \$31,070 until the salary is further determined by the city council.
- 

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

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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

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

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### Action required/Recommendation:

Staff recommends adoption of the attached resolution

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### Fiscal Note/Budget Impact:

The annual salary of the municipal court judge is \$31,070.

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### Attachments:

Resolution

20160328

**RESOLUTION SETTING THE SALARY OF THE MUNICIPAL COURT JUDGE**

**WHEREAS**, pursuant to 1.58(3)(c) of the Code of General Ordinances for the City of Beloit require that the salary of the Municipal Court Judge shall be set by the City Council and established by City Council resolution; and

**WHEREAS**, the 2016 operating budget for the Municipal Court was adopted by the City Council November 2, 2015; and

**WHEREAS**, the adopted budget includes funds to provide a salary to the Municipal Court Judge; and

**NOW, THEREFORE, BE IT RESOLVED** that the annual salary for the Municipal Court Judge be set at \$31,070, effective May 1, 2016 and annually thereafter until changed by future resolution of the City Council.

Adopted this 4<sup>th</sup> day of April, 2016.

**CITY COUNCIL OF THE CITY OF БЕЛОIT**

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**Charles M. Haynes, President**

**Attest:**

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**Lorena Rae Stottler, City Clerk**

# CITY OF BELOIT AND THE GREATER BELOIT ECONOMIC DEVELOPMENT CORPORATION REPORTS AND PRESENTATIONS TO CITY COUNCIL AND BOARD OF DIRECTORS

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**Topic:** Resolution approving a Real Estate Purchase Agreement for the sale of 2401 Staseline Road, Beloit, and Resolution amending the 2016 Tax Increment District #8 Budget to include a project to incent an industrial development building.

**Date:** 4/4/16

**Presenter(s):** Andrew Janke

**Department(s):** Economic Development

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**Overview/Background Information:** As the economy has continued to recover so has the market for Class A Industrial/Warehouse space in Greater Beloit and Rock County. Recognizing this unmet supply gap in the market Hendricks Commercial Properties (HCP) is proposing to build a series of Class A Industrial buildings on a 30 acre City-owned site located in the Willowbrook Industrial Park. As the initial building will not have a particular tenant assigned to its space it is being built on speculation (spec). HCP believes that it will be able to attract one or more tenants to the space before or shortly after construction is completed. The buildings are being designed in such a manner that they can be easily configured to accommodate either industrial or warehouse users and may be used by one large tenant or divided to allow for multiple tenants. HCP is proposing to market the site as "The Staseline Industrial Park." Attached is a preliminary site plan showing how it could potentially be fully built-out, including over 400,000 square feet on new development under roof. As the site is being built on speculation there exists great potential that future end users could create 100 or more high-quality jobs at the site. By adding this space to the inventory of available industrial sites in the market will enhance Beloit's overall economic development competitiveness and will enhance our community's reputation of responding quickly to market demands. It also demonstrates Beloit's continued ability to enter into public/private partnerships to advance significant economic development projects.

To support this project the City will need to extend public sewer and water infrastructure to the site. To finance these costs the City will use the resources of TID # 8. Therefore, a companion item on Council's agenda is a resolution amending the 2016 TID #8 budget. The cost to design, engineer, and construct these improvements is estimated at \$204,100.

The attached Real Estate Purchase Agreement that has been negotiated with HCP includes several key issues:

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## Key Issues

1. The Agreement requires HCP to begin construction of a 100,000 square foot building within 12 months of closing and begin construction of a 100,000 square foot addition to the initial building or construction of a second 100,000 square foot building within 36 months of the City completing the sewer and water extensions.
2. The City will convey to HCP the 31.587 acre Willowbrook Industrial Park site for One Dollar.
3. If HCP fails to substantially complete construction on the initial 100,000 square foot building, or begin construction on and addition or second building, during the required time period the City may require HCP to reconvey all or part of the undeveloped portion of the land back to the City for One Dollar.
4. The City will extend public sewer and water utilities to serve the site. The City is required to award a contract for the utility work within 100 days of closing and complete the work within 190 days of closing.
5. The City will be providing a Stormwater and Drainage Way Easement (to be approved in a separate action) on the adjoining City-owned property that is the site of the City's Wastewater Treatment Plant. The Stormwater and Drainage Way will be designed to facilitate the runoff of water between sites that will be developed and the interstate. HCP will construct the Stormwater Drainage Way improvements at their sole expense. HCP will undertake the general maintenance of the Storm Water Facilities but the City shall be responsible for any extraordinary costs associated with maintaining the Drainage Way.
6. In-order to properly manage the stormwater across the project site a storm water easement from an abutting property owner has been obtained by HCP at a cost of \$4,000 of which the City has agree to contribute \$2,000 towards that cost.
7. Capital investment in the initial building is estimated at \$6 million and when fully built out could exceed \$24 million.
8. HCP hopes to close on the land sale by mid-April, begin construction by the end of the month, and be substantially complete on the initial 100,000 square foot building by December 31, 2016.

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**Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.):** This business development project clearly supports Goal #2 of the City of Beloit's Strategic Plan since it will result in the creation of new jobs and will leverage new private investment. Furthermore, the project supports the GBEDC's mission to attract and to act as the primary organization coordinating, facilitating, and implementing economic development activities in the Greater Beloit area.

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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**  
NA
- **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 development will not impact sensitive wildlife or wetlands.
- **Meet the hierarchy of present and future human needs fairly and efficiently**  
The project achieves this by potentially creating good paying jobs as tenant(s) are recruited. The project will also be developed in an existing industrial park and therefore will not contribute to urban sprawl.

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**Action required/Recommendation:** Staff recommends Approval of the Resolutions.

**Fiscal Note/Budget Impact:** Sufficient cash flow will be available to finance the proposed TID funded incentives and will generate additional increment to TID # 8 particularly if site is fully built out.



PROJECT NUMBER  
 57530

WISCONSIN STATELINE  
 INDUSTRIAL PARK

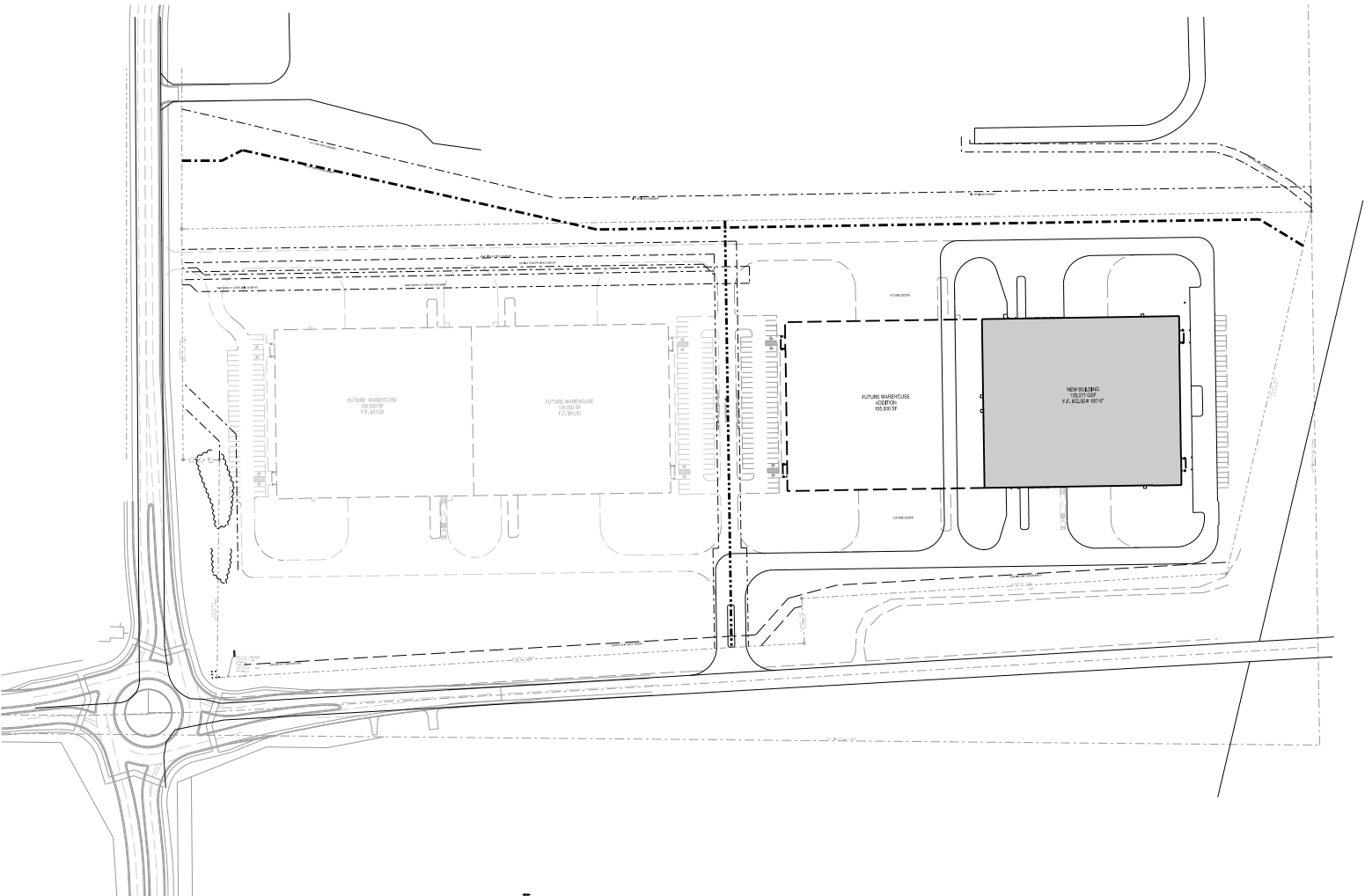
ISSUANCE  
**SKC03**

DRAWN BY  
 KAU

OVERALL SITE DEVELOPMENT CONCEPT

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**RESOLUTION APPROVING REAL ESTATE PURCHASE AGREEMENT  
FOR THE SALE OF 2401 STATELINE ROAD (PIN 23140900), BELOIT, WISCONSIN**

The City Council for the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Real Estate Purchase Agreement between the City of Beloit and Hendricks Commercial Properties, LLC, 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 Agreement behalf of the City of Beloit and to do all other things necessary to implement the provisions therein.

Adopted this 4<sup>th</sup> day of April, 2016.

**City Council of the City of Beloit**

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**Charles M. Haynes, President**

Attest:

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**Lorena Rae Stottler, City Clerk**

tdh/files/15-1199/Res = 2401 Stateline Road 20160328 (15-1199)

REAL ESTATE PURCHASE AGREEMENT  
SUMMARY PAGE

HENDRICKS COMMERCIAL PROPERTIES, LLC (“Buyer”)

Purchase of certain real property located at  
the northeast corner of Willowbrook and Stateline Roads, Beloit, Wisconsin

from CITY OF BELOIT (“Seller”)

*(This Summary is for reference purposes only and is not part of the  
Real Estate Purchase Agreement.)*

<i>Buyer:</i>	Hendricks Commercial Properties, LLC, its assigns or nominee Attn: President 525 Third Street, Suite 300 Beloit, WI 53511 Telephone: 608.362.8981 Facsimile: 608.364.0172
<i>Buyer's Counsel:</i>	Schmidt, Darling & Erwin Attn: George B. Erwin, III 2300 North Mayfair Road, Suite 1175 Milwaukee, WI 53226 Telephone: 414-258-4300 Facsimile: 414-258-5487
<i>Seller:</i>	City of Beloit Attn: City Manager 100 State Street Beloit, WI 53511 Telephone: 608-364-6600 Facsimile:
<i>Seller's Counsel:</i>	Ms. Elizabeth A. Krueger City of Beloit City Attorney 100 State Street Fourth Floor Beloit, WI 53511 Telephone: 608-364-6623 Facsimile: 608-364-6718

<i>Title Company:</i>	Brabazon Title Company Attn: Cathy Granberg 2225 Cranston Road, Suite 101 Beloit, WI 53511 Telephone: 608-362-0330 Facsimile: 608-362-0749
<i>Surveyor:</i>	R. H. Batterman 2857 Bartells Drive Beloit, WI 53511 Telephone: 608-365-4464
<i>Lender:</i>	- --
<i>Current Tenants, if applicable:</i>	None
<i>Purchase Price:</i> <i>Deposit:</i>	\$1.00 None
<i>Effective Date:</i>	Date of full execution of Agreement
<i>Inspection Period:</i>	Ninety (90) days after the Effective Date
<i>Closing Date:</i>	Within thirty (30) days of the expiration of the Inspection Period
<i>Particular to this Deal:</i>	

## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made and entered as of the date set forth at the end of this Agreement, by and between **THE CITY OF БЕЛОIT**, a Wisconsin municipal corporation (hereinafter referred to as "Seller"), and **HENDRICKS COMMERCIAL PROPERTIES, LLC**, a Wisconsin limited liability company or a single purpose entity formed by Buyer to purchase the Real Estate which is under common control with Hendricks Commercial Properties, LLC (hereinafter referred to as "Buyer").

### WITNESSETH:

WHEREAS, Seller is the owner of that certain parcel of land containing approximately thirty (30) acres of vacant land located on the northeast corner of Stateline and Willowbrook Roads in the City of Beloit, County of Rock, State of Wisconsin, and identified as Lot 1 and 2 of Preliminary Certified Survey Map, and identified on **Exhibit A** attached hereto and made a part hereof as well as all real property appurtenant thereto ("Real Estate"), together with all fixtures and equipment, and improvements, including subterranean improvements, existing thereon ("Improvements") and all rights and interests appurtenant thereto, including all minerals, oil, gas and other substances and all easements, rights of way or other rights or privileges beneficial to the Real Estate and Improvements (the Real Estate, Improvements and appurtenances are collectively referred to hereafter as the "Property"), which Buyer desires to purchase and Seller desires to sell on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, representations, warranties and agreements contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by the parties, it is mutually agreed as follows:

- 1. Conveyance.** Subject to the terms and conditions of this Agreement and for the consideration set forth herein, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, all Seller's title in and to the Property in the manner hereinafter set forth.
- 2. Purchase Price and Terms of Payment.** The purchase price for the Property shall be One and 00/100 Dollars (\$1.00). At Closing (as hereinafter defined), the Purchase Price, subject to prorations and adjustments as hereinafter provided, shall be paid by Buyer to Seller (or to a third party for Seller's benefit) by wired funds. The Purchase Price shall be used first to satisfy any monetary liens on the Property and any remaining funds shall be paid directly to Seller.
- 3. Deposit.** (Intentionally Deleted.)
- 4. Inspection Period.** Buyer and its agents, inspectors, engineers and designees shall have the right to have access and to inspect the Property as often as Buyer deems necessary for a period of ninety (90) days after the Effective Date ("Inspection Period") for the purposes of making inspections and Seller shall reasonably cooperate with Buyer in performing or obtaining same; provided that Buyer shall pay all expenses and costs incurred by Buyer in connection therewith. Buyer may have the Property inspected by third parties and may sample portions thereof. Such inspection(s) may include, but shall not be limited to, environmental and geotechnical testing, as well as any inspections relating to federal, state or local health, safety, and environmental codes and regulations. Buyer shall indemnify, defend and hold harmless Seller

from and against any and all damages and from and against claims or liabilities arising out of said inspections due to the negligence, recklessness, or intentional acts of Buyer, its agents, consultants, representatives or contractors. If the inspections disclose defects or damage in relation to the Property, other than routine maintenance items, Buyer may elect to provide Seller with written notice of such defect or damage. Seller may elect to repair such defect or damage but shall be under no obligation to do so. Regardless of whether Seller elects to make any repairs requested by Buyer, Buyer shall have the right to terminate this Agreement. Prior to Closing, Seller shall disclose to Buyer any material change in the physical condition of the Property occurring between the Effective Date and Closing. Notwithstanding anything to the contrary in this Section 4, Buyer may terminate this Agreement by written notice to Seller on or before the expiration of the Inspection Period if it decides, in its sole and absolute discretion, for any reason or no reason that the Property is not suitable for its purposes.

Notwithstanding anything to the contrary in Section 4, Buyer may terminate this Agreement on or before the expiration of the Inspection Period, as the same may be extended by mutual written consent of the Seller and Buyer, if it decides, in its sole and absolute discretion, that the Property is not suitable for its purposes.

**5. Outside Closing Date.** The closing under this Agreement ("Closing") shall take place within thirty (30) days after the expiration of or waiver of the Inspection Period upon written notice from Buyer ("Outside Closing Date"). At Closing, possession of the Property shall be delivered to Buyer or its nominee free and clear of the possessory rights and claims of any other party, existing easements, rights/contracts, recorded documents and agreements. The Closing shall take place as an "insured" mail-in closing, at the offices of the Title Company unless otherwise agreed to by the parties in writing.

In addition to the documents specified herein in this Agreement, Seller agrees to execute and deliver such documents as may reasonably be requested by Buyer or Title Company in order to consummate the transaction contemplated hereby. Each party shall use its good faith efforts to deliver all related documents to the other party's counsel for inspection at least three (3) days prior to Closing.

**6. Termination of Agreement by Buyer on or Before Expiration of Inspection Period.** If Buyer terminates this Agreement on or before the expiration of the Inspection Period as provided for in this Agreement, the parties agree that this Agreement shall become null and void and the parties shall no longer be obligated to one another.

**7. Title.** Conveyance of the Property shall be by warranty deed subject only to Permitted Exceptions (as defined in Section 8B).

**8. Title Evidence.**

A. Buyer shall obtain and deliver a copy to Seller of a commitment for title insurance from Brabazon Title Company, 2225 Cranston Road, Suite 101, Beloit, WI 53511 (the "Title Company") insuring the title and interest of Buyer in and to the Property, wherein the title insurer shall agree to issue an ALTA form owner's policy of title insurance (the "Title Commitment"), together with copies of recorded documents listed as Schedule B-1 matters to be terminated or satisfied in order to issue the policy described in the Title Commitment and/or listed as Schedule B-2 exceptions thereunder and provide Seller with complete copies thereof.

B. For the purposes of this Agreement, the term "Permitted Exceptions" shall mean those exceptions that Buyer approves in writing prior to the expiration of the Inspection Period, including statutory liens for current taxes not yet due and payable and approved easements which do not adversely affect Seller's use of the Property, but in no event shall any of the following "Title Objections" be deemed a Permitted Exception (and Buyer shall hereby be deemed to object to the following to the extent such exceptions are found on the Title Commitment): (i) defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the Property; (ii) rights or claims of parties in possession (other than tenants under existing leases), boundary line disputes, encroachments, overlaps, overhangs, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground and any other matters not of record which would be disclosed by an accurate survey and inspection of the land; (iii) easements or claims of easements, not shown by the public records; (iv) any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (v) taxes or assessments which are not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property; (vi) any exception which would customarily require Seller's completion of an owner's affidavit to the satisfaction of the Title Company for its proper removal; (vii) any monetary encumbrances; and (viii) any exception that reads similarly to the exceptions aforementioned.

C. Seller shall have until the Outside Closing Date (and the parties shall postpone the Outside Closing Date, if necessary, to enable Seller to undertake such activities) to remove the Title Objections and any other encumbrances that are not Permitted Exceptions, and to have the Title Company commit to insure against loss or damage that may be occasioned by such matter by an endorsement in form and substance satisfactory to Buyer. If the requirements are not complied with or the matters are not removed or endorsements over the matters are not obtained or Seller has not made good faith efforts to address such matters in each case to Buyer's reasonable satisfaction, Buyer may elect to (a) terminate this Agreement in which case this Agreement shall be null and void, and the parties shall be under no further obligations to each other; or (b) waive such Title Objections or other encumbrance and take title subject thereto.

D. At the Closing, Buyer shall have received an unconditional and binding commitment to issue an owner's policy of title insurance consistent with Sections 8A-C above, dated the Outside Closing Date, in an aggregate amount equal to the amount of the Purchase Price, deleting all requirements listed in ALTA Schedule B-1, amending the effective date to the date and time of recordation of the deed transferring title to the Real Property to Buyer with no exception for the gap between Closing and recordation, deleting or insuring over Title Objections, attaching all endorsements required by Buyer in order to ensure provision of all coverage as required pursuant to Section 8C and otherwise in form satisfactory to Buyer insuring Buyer's interest in each parcel of Real Property or interest therein to the extent required in this Section (the "Title Policy").

E. Buyer will pay all amounts payable to the Title Company with respect to the Title Commitment, copies of exceptions, the Title Policy, including premiums (including premiums for endorsements), and search fees, but excepting any costs associated with Seller's title curative work.

**9. Survey.** Buyer may, at Buyer's sole cost and expense, during the Inspection Period, procure an ALTA Seller Minimum Standard Detail Survey of the Property (the "Survey") by a surveyor designated by it, duly licensed in the state in which the Real Property is located, accurately describing the Property. The Survey and the matters depicted therein must be acceptable to and certified to Buyer and any

designee. Buyer's obligation to Close under this Agreement shall be subject to Buyer's satisfaction with the Survey.

**10. Additional Due Diligence.** Buyer may, at Buyer's sole cost and expense, during the Inspection Period procure environmental reports for the Property from a firm of its choice. Seller hereby consents to cooperate in all respects with Buyer's environmental consultants in order to enable such consultants to issue, at the least, a Phase I ASTM E-1527-05 report for the Property (such report(s) hereinafter referenced to as the "Audit"). If the Audit discloses that any of the Property has been used for the handling, treatment, storage or disposal of any hazardous or toxic substances as defined under any applicable state or federal laws or regulations ("Contamination"), then Buyer will so notify Seller in writing. Upon receipt of notice that the Audit discloses Contamination, Seller may agree to undertake to cause such Contamination to be remedied, and submit such applications or affidavits or documents as may be required by applicable governing authority, it being understood that Seller shall have no obligation whatsoever to expend any sum or undertake any actual or potential liability. If at Closing, any Contamination has not been remedied despite Seller's good faith efforts as aforesaid, then Buyer shall have the option to either (a) terminate this Agreement in which case this Agreement shall be null and void, and the parties shall be under no further obligations to each other; or (b) take title notwithstanding Seller's failure to remedy the foregoing.

**11. Miscellaneous Documentation.** Within five (5) business days of the Effective Date, to the extent Seller has them under its possession or control, Seller shall provide Buyer with the copies of the most recent prior survey, title insurance policy and any environmental studies/reports relating to the Property, proof of insurance through Closing, and any other documents related to the Property as are reasonably requested by Buyer (the "Miscellaneous Documentation"). After receipt of the Miscellaneous Documentation, Seller agrees to cooperate with Buyer in providing any additional documentation reasonably requested by Buyer within three (3) business days after Buyer's request thereof. Buyer's obligation to Close under this Agreement shall be subject to Buyer's satisfaction with the Miscellaneous Documentation.

**12. Definitions.** The following definitions apply to this Agreement.

A. "Adverse Environmental Condition" is defined as:

(i) The contamination of the soil, air or water (whether surface water or ground water) of the Property by hazardous substances or hazardous wastes whether or not in violation of, or compliance with, any applicable Environmental Law;

(ii) The contamination of the soil, air or water (whether surface water or ground water) of any real property adjoining the Property due to a Release of hazardous substances or hazardous wastes upon the Property whether or not in violation of, or compliance with, any applicable Environmental Law; or

(iii) The presence of hazardous substances or hazardous wastes that are stored upon the Property.

B. "Environment" as used herein means the soil, land surface or subsurface strata, surface waters (including navigable waters and ocean waters), groundwaters, drinking water supply, stream



sediments, ambient air (including indoor air), plant and animal life and any other environmental medium or natural resource.

C. "Environmental Law" as used herein means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq), the Hazardous Materials Transportation Act (49 U.S.C. Chapter 51), the Resource Conservation and Recovery Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Safe Drinking Water Act (42 U.S.C. § 201 and § 300f et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), the Rivers and Harbors Act (33 U.S.C. § 401 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136 et seq.), and all analogous applicable state and local laws, as any of the foregoing may have been amended or supplemented from time to time prior to or on the date hereof, together with all other applicable laws (including applicable rules, regulations, codes, injunctions, judgments, orders, decrees and rulings thereunder) of any Governmental Body that require or relate to (a) advising appropriate authorities, employees or the public of intended or actual Releases of pollutants or hazardous substances or materials, violations of discharge limits or other prohibitions and the commencement of activities, such as resource extraction or construction, that could have significant impact on the Environment; (b) preventing or reducing to acceptable levels the Release of pollutants or hazardous substances or materials into the Environment; (c) reducing the quantities, preventing the Release or minimizing the hazardous characteristics of wastes that are generated; (d) assuring that products are designed, formulated, packaged and used so that they do not present unreasonable risks to human health or the Environment when used or disposed of; (e) protecting resources, species or ecological amenities; (f) reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil or other potentially harmful substances; (g) cleaning up pollutants that have been Released, preventing the Threat of Release or paying the costs of such clean up or prevention; (h) making responsible parties pay private parties, or groups of them, for damages done to their health or the Environment or permitting self-appointed representatives of the public interest to recover for injuries done to public assets; or (i) manufacturing, processing, distributing, using, treating, storing, disposing, transporting, or handling of pollutants, contaminants, petroleum, hazardous, or toxic materials or wastes.

D. "Governmental Body" as used herein means any or all of the following: (a) nation, state, county, city, town, borough, village, district or other jurisdiction;(b) federal, state, local, municipal, foreign or other government;(c) governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers);(d) multinational organization or body; (e) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or (f) official of any of the foregoing.

E. The terms "Hazardous Substance", "Hazardous Materials", "removal", "use", "generation", "production", "placement", "discharge", "disposal", "treatment" and "storage", each as used herein, shall have the same meanings and definitions set forth the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq. ("CERCLA"), Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq. ("RCRA") and the Hazardous Materials Transportation Act, 49 U.S.C. Chapter 51, and in corollary applicable laws of the state in which the Real Property is located, regulations and local ordinances; provided, however, that the term "Hazardous Substance" as used herein also shall include, without limitation, any waste, material or substance that is: (a) "hazardous waste" (as defined in paragraph (5) of 42 U.S.C. § 6903); (b) "petroleum" (as defined in paragraph (8) of 42 U.S.C. § 6991); (c) asbestos; (d) lead; (e) a

polychlorinated biphenyl; (f) designated as a "Hazardous Substance" pursuant to Section 311 of the Water Pollution Control Act, 33 U.S.C. § 1321 et seq.; (g) defined as a "regulated substance" pursuant to Subchapter IX of the Solid Waste Disposal Act, 42 U.S.C. § 6991 et seq.; (h) defined as a "pollutant or contaminant", "hazardous material", "toxic substance" or "solid waste" under CERCLA, the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq. ("RCRA") or the Hazardous Materials Transportation Act, 49 U.S.C. Chapter 51; (i) defined as any of the foregoing terms in the regulations promulgated pursuant to any of the foregoing laws, and such other substances, materials and wastes which are or become regulated, or are classified as a contaminant, hazardous or toxic, under any Environmental Law or (j) any substance, material or waste which is or will foreseeably be regulated by any Governmental Body, including any material, substance or waste which is defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "contaminant," "toxic waste" or "toxic substance" under any provision of Environmental Law, and including petroleum, petroleum products, asbestos, presumed asbestos-containing material or asbestos-containing material, urea formaldehyde and polychlorinated biphenyls. In the event more than one Environmental Law provides a meaning or definition for the same term, that meaning or definition that is most protective of the environment shall control.

F. "Release" or as used herein means any release, spill, emission, leaking, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching or migration on or into the Environment or into or out of any property.

G. "Seller's Knowledge" means actual or imputed knowledge as to a particular fact or the knowledge that would arise after reasonable inquiry by Seller concerning the existence of such fact.

H. "Threat of Release" as used herein means a reasonable likelihood of a Release that may require action in order to prevent or mitigate damage to the Environment that may result from such Release.

### **13. Intentionally Deleted**

**14. Pre-closing Covenants of Seller.** Seller agrees that from the date of this Agreement to the Closing, during said period Seller will:

A. Refrain from transferring any of the Property or creating on the Property any easements, liens, mortgages, leases, encumbrances or other interests which would affect the Property after the Closing or Seller's ability to comply with the terms of this Agreement;

B. Refrain from entering into any contracts or other commitments regarding the Property without the prior written consent of Buyer (in which event, any such contracts entered into by Seller prior to Closing shall be assigned to Buyer upon the Closing);

C. Refrain from bringing to, using, handling, storing, treating, or disposing on the Property any Hazardous Substance, as defined hereafter, or permitting the same to be done by any other person;

D. Within three (3) business days from its receipt thereof, furnish Buyer with a copy of all notices of violation of laws or municipal ordinances, regulations, orders or requirements of departments of housing, building, fire, labor, health, or other state, city or municipal departments or other governmental authorities having jurisdiction against or affecting the Property or the use or operation

thereof and a copy of all notices of claims or potential claims from any such governmental authority, received by Seller after date of this Agreement; and

E. Promptly notify Buyer of any casualty, condemnation or threatened condemnation in accordance with Section 23 hereof.

Failure of Seller to perform as required by this Section 14 shall constitute a default by Seller pursuant to Section 27 hereof.

**15. Seller's Representations and Warranties.** As used herein, "Seller's Knowledge" means to the best knowledge of Seller's trustee after a thorough review of all documents available to Seller. Seller hereby represents and warrants the following to be true, correct and complete and not misleading in any respect, which representations and warranties are deemed restated as true, correct and complete and not misleading in any respect as of Closing:

A. Seller is a municipal corporation organized under the laws of the State of Wisconsin. Seller has the full power and authority to make, deliver, enter into and perform this Agreement pursuant to the terms and conditions hereof and thereof, and has taken all necessary action or its equivalent to authorize the execution, delivery and performance of this Agreement. Seller is not now the subject of a pending, threatened or contemplated bankruptcy or similar proceeding.

B. This Agreement is valid, binding on Seller and enforceable against Seller in accordance with its respective terms and conditions (except as the enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other laws of general application relating to or affecting enforcement of creditors' rights and the application of equitable principles in any action, legal or equitable).

C. The execution, delivery and performance by Seller of this Agreement will not, and will not with the passage of time or notice, result in a breach of, or default under, any agreement, mortgage, contract, undertaking or other instrument or document to which Seller is a party, by which Seller is bound or to which Seller or any portion of the Property is subject. To the best of Seller's knowledge, neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby will (i) violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller is subject or (ii) result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any material agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of its assets is subject, or (iii) violate any provision of the charter or by-laws of Seller; or (iv) result in the creation of any security interest with respect to the Property.

D. There are no actions, suits or proceedings pending or, to Seller's Knowledge, threatened against, by or affecting Seller in any court or before any government agency relating to the Property or the ownership of, or Seller's ability to convey, the Property or its ability to consummate the transactions contemplated hereby; and there are no in rem claims (and no basis for any such claims) against any portion of the Property, except for accrued real estate taxes and assessments which are not yet due and payable.

E. Seller is not a "foreign person" or a successor to a "foreign person" as that term is defined in Section 1445(f) of the Internal Revenue Code, as amended.

F. To Seller's knowledge, neither the execution nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller or the Property is subject.

G. To Seller's knowledge, Seller does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the parties to consummate the transactions contemplated by this Agreement, except where the failure to give notice, to file, or to obtain any authorization, consent, or approval would not have a material adverse effect on the financial condition of the Property or on the ability of the parties to consummate the transactions contemplated by this Agreement.

H. Seller has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated.

I. Seller is the owner of fee simple indefeasible title to the Property.

J. Seller has delivered to Buyer copies of the most recent survey and title insurance policy in Seller's possession, custody or control relating to the Property.

K. To Seller's knowledge, there are no restrictions or agreements applicable to the Property other than those, if any, described in the Title Commitment.

L. The current use and occupancy of the Property does not violate any easement, covenant, condition, restriction or similar provision in any instrument of record or other unrecorded agreement or restriction affecting the Property.

M. To Seller's Knowledge, no facility or improvement located on the Property has been damaged by casualty or negligent or intentional act and no portion of the Property is located in a flood zone with an anticipated frequency of one hundred (100) years or less and no portion of the Property has flooded during Seller's period of ownership or fifty (50) years, whichever is greater.

N. No work, labor, service or materials have been furnished in connection with the Property prior to Closing such that no mechanics', materialmen's or other lien may be filed against the Property.

O. There are no contracts or agreements, written or verbal, regarding the maintenance or upkeep of the Property, except as disclosed under Paragraph 11 hereof.

P. To Seller's knowledge, (i) the Property complies with all Environmental Laws and all laws and regulations relating to Hazardous Substances; (ii) no Hazardous Substance has been placed, discharged, treated, stored, disposed of or Released into or from or permitted or suffered to contaminate the Property or any property in the vicinity of the Property whether or not in violation of, or compliance with, any applicable Environmental Law; (iii) the Property is not subject to any lien, proceeding, claim, liability, action, or investigation by any governmental authority or private party pertaining to any

Hazardous Substance or the possible violation of any Environmental Law; and (iv) none of the following exists on the Real Property: (1) underground storage tanks, (2) asbestos-containing material in any form or condition, (3) materials or equipment containing polychlorinated biphenyls, or (4) landfills, surface impoundments, or disposal areas. No Hazardous Substances, whether currently located at the Property or not, are or have been generated, manufactured, refined, transferred, produced, imported, stored, used, sold, transported or processed from or by Seller or any affiliate of Seller.

Q. The Property is not subject to any lien arising under any Environmental Law or any proceeding, claim, liability or action, or the threat or likelihood thereof, for the clean-up, removal or remediation of any Hazardous Substance, waste, pollutant or contaminant. The Property is not subject to or the subject of any existing, pending or, to Seller's Knowledge, threatened investigation, proceeding or suit by any governmental authority or private party under any Environmental Law and there is no factual basis for any such investigation, proceeding or suit. Neither Seller nor any Person for whose conduct it is responsible has received any injunction, judgment, order, decree, ruling, or charge (together "Order"), or notice or other communication and, to Seller's Knowledge, no such Order, notice or communication is threatened, from (A) any governmental authority or private citizen purportedly acting in the public interest, or (B) the current or prior owner or operator of the Property or occupant of the Property, or of any storage or dump site, or any transporter of any actual or potential violation or failure to comply with any Environmental Law, or of any actual or alleged obligation on the part of Seller to undertake or bear the cost of any liabilities arising out of violations of Environmental Law with respect to the Property, or with respect to any property or site at or to which Hazardous Substances were generated, manufactured, refined, transferred, stored, used, transported or processed, or from which Hazardous Substances have been transported, treated, stored, handled, transferred, disposed, recycled, or received, or with respect to any Hazardous Substances themselves.

R. Seller has delivered to Buyer complete copies of all environmental reports, studies, analyses, tests, proposals, or monitoring prepared for or on behalf of Seller, or provided to it, pertaining to Hazardous Substances in, on, or under the Property or concerning compliance by Seller with Environmental Laws. No facts, events or conditions relating to the past or present facilities, properties or operations of Seller or any of its affiliates in connection with the Property or Seller's business at the Property will prevent, hinder or limit continued compliance with Environmental Laws, to Seller's Knowledge give rise to any investigatory, remedial or corrective obligations pursuant to Environmental Laws, or to Seller's Knowledge give rise to any other liabilities (whether accrued, absolute, contingent, unliquidated or otherwise) pursuant to Environmental Laws, including without limitation any relating to onsite or offsite Releases or Threatened Releases of Hazardous Substances or Hazardous Materials, personal injury, property damage or natural resources damage.

S. Seller has received no notices from any city, village or other governmental authority of any zoning, building, fire or health and safety, land-use, disability accommodation or other code, ordinance or regulation violations with respect to the Property that have not been heretofore corrected, and, to Seller's Knowledge, Buyer's use of the Property for its purposes will not violate any covenants, agreements, restrictions, zoning, building, fire or health and safety, land-use, disability accommodation or other codes, ordinances or regulations or the rules, regulations or restrictions of any city, village, or other governmental authority.

T. There are no Improvements located on the Property.

U. To Seller's knowledge, Seller's use of the Property does not and will not violate any covenants, agreements, or restrictions or zoning or other ordinances and restrictions or regulations of any governmental authority; and Seller has not received notice with respect to the Property or portion thereof of any zoning, building fire, health, access, disability accommodation or other violation. No change in zoning relating to the Property has been proposed.

V. To Seller's knowledge, there are no assessments for public improvements in existence or proposed in relation to the Property.

W. To Seller's knowledge, all permits, licenses, franchises, approvals and authorizations (collectively, the "Real Property Permits") of all governmental authorities, boards of fire underwriters, associations or any other entity having jurisdiction over the Property that are required or appropriate to use or occupy the Property have been issued and are in full force and effect, except where the failure to have any such Real Property Permit would not reasonably be expected to have a material adverse effect on the use or occupancy of the Property.

X. There are no leases, tenancies, licenses, concessions, franchises, options or rights of occupancy affecting the Property other than the Permitted Exceptions.

The representations and warranties set forth in this Section 15 shall survive the Closing for a period of three (3) years.

**16. Buyer's Representations and Warranties.** Buyer hereby represents and warrants the following to Seller as of the Closing:

A. Buyer is a limited liability company duly organized and in good standing under the laws of the State of Wisconsin.

B. Buyer has the full power and authority to make, deliver, enter into and perform this Agreement pursuant to the terms and conditions hereof, and has taken all necessary action or its equivalent to authorize the execution, delivery and performance of this Agreement. Buyer is not now the subject of any pending, threatened or contemplated bankruptcy or similar proceeding.

C. This Agreement is valid, binding on Buyer and enforceable against Buyer in accordance with their respective terms and conditions (except as the enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other laws of general application relating to or affecting enforcement of creditors' rights and the application of equitable principles in any action, legal or equitable).

D. The execution, delivery and performance by Buyer of this Agreement will not, and will not with the passage of time or notice, result in a breach of, or default under, any agreement, contract, undertaking or other instrument or document to which Buyer is a party or by which Buyer is bound.

E. There are no actions, suits or proceedings pending or threatened against, by or affecting Buyer in any court or before any government agency relating to Buyer's ability to purchase the Property or its ability to consummate the transaction contemplated hereby.

F. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Buyer is subject.

G. To Buyer's knowledge, Buyer has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Seller could become liable or obligated.

The representations and warranties set forth in this Section 16 shall survive the Closing.

**17. Adjustments and Prorations.** There are no ad valorem taxes to be prorated at Closing.

**18. Expenses of Closing.** Buyer shall bear the costs of the Title Commitment, copies of exceptions, the Title Policy, including premiums (including premiums for endorsements), search fees, and the recording of the deed. Buyer shall pay for the cost of the Survey, its Audit, and all other due diligence expenses of Buyer. Seller shall pay any associated realty transfer tax as may be required by the county and/or the state in which the Real Property is located and all costs of any title curative work Seller chooses to undertake. Buyer and Seller shall each pay their respective legal expenses incurred in connection with this Agreement or the Closing, and share one-half (1/2) of any Escrow Agent charges or closing fee. Buyer and Seller shall pay all other expenses in accordance with local custom.

**19. Brokerage Commission.** Buyer and Seller represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction, who shall be paid by Seller under separate agreement. If any other claim is made for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each party shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party. This Section 19 shall survive the Closing of this transaction.

**20. Closing Requirements and Documents.** In addition to possession of the Property, subject to tenants' rights, Seller shall deliver the following at Closing, which shall be in form and substance satisfactory to Buyer:

A. Deed in a form approved by the Title Company and acceptable to Buyer, subject only to Permitted Exceptions.

B. Combined Buyer-Seller closing statement prepared by the Title Company and approved by the parties.

C. Non-foreign Entity Affidavit by Seller in the form set forth on Exhibit C.

D. Verified certificate of Seller reciting that the conditions set forth in Sections 22 A-E below have been fulfilled, in the form set forth on Exhibit B hereto.

E. Completed Federal Tax ID Number request form, in the form set forth on Exhibit D hereto.

F. Such evidence or documents as may be reasonably necessary and customarily required by the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property and such other evidence of Seller's power and authority as Buyer may require;

G. All such other documents that are normally transferred at Closing in the jurisdiction in which the Property is located or are reasonably requested by Buyer, the Title Company, or Buyer's counsel.

H. Any other documents required by the Title Company in order to provide the Title Commitment and Title Policy required herein.

I. Any documents required effectuating the assignment of insurance proceeds from Seller to Buyer, if such assignment is required pursuant to Section 23 hereof.

**21. Conditions Precedent to Seller's Obligation to Close.** The following are conditions precedent to Seller's obligations under this Agreement, including, but not limited to, Seller's obligation to close this transaction:

A. Buyer shall have performed all of its obligations under this Agreement.

B. The representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects as of the date of Closing except for any changes consented to in writing by Seller.

Seller shall give Buyer written notice of a failure by Buyer to satisfy any condition precedent stated herein as to which Seller shall use as a basis for refusing to proceed to Closing or terminating the Agreement. Upon the failure to satisfy any of these conditions precedent prior to the Outside Closing Date, unless the Outside Closing Date is extended in writing by the parties, Seller shall have the right upon giving written notice to Buyer to cause this Agreement to be terminated, and the parties hereto shall thereby be discharged from any further obligation under this Agreement.

**22. Conditions Precedent to Buyer's Obligation to Close.** The following are conditions precedent to Buyer's obligations under this Agreement, including, but not limited to, Buyer's obligation to close this transaction:

A. Seller shall have performed all of its obligations under this Agreement.

B. Seller's warranties and representations set forth herein shall be true, correct and complete and not misleading in any material respect as of Closing.

C. Seller's title to the Property shall be fee simple indefeasible title, good and marketable, and subject only to the Permitted Exceptions.



D. There shall be no pending, threatened or existing moratorium, action, or proceeding against Seller or the Property before any court or governmental authority that would prohibit or inhibit Buyer from obtaining utility services or building permits and development approvals (if applicable), or which would prevent, prohibit, delay or inhibit the construction and development (if applicable) or operation of the Property by Buyer.

E. The Property shall be in the same condition on the date of Closing, as it exists as of the date of this Agreement, normal wear and tear excepted.

F. The Inspection Period has expired and Buyer has not exercised its right to terminate this Agreement.

G. Receipt by Buyer of the Title Commitment and the Title Company shall be irrevocably committed to issue to Buyer, with respect to the Property, an original standard coverage owner's ALTA policy of title insurance on Title Company's standard current form, in the amount of the Purchase Price, subject to no exceptions other than the Permitted Exceptions.

H. Receipt by Buyer of the Survey required herein.

I. Receipt by Buyer of the documents required herein.

J. Buyer shall not have discovered any adverse condition subsequent to the initial due diligence period.

K. Buyer shall give Seller written notice of any failure by Seller to satisfy any condition precedent stated within this Section 22 prior to Closing. Upon the failure to satisfy any of these conditions precedent prior to the Outside Closing Date, unless the Outside Closing Date is extended in writing by the parties, Buyer shall have the right, upon giving written notice to Seller, to cause this Agreement to be terminated, and the parties hereto shall thereby be discharged from any further obligation under this Agreement.

### **23. Risk of Loss and Condemnation.**

A. Casualty. Seller shall bear the risk of loss until Closing. Seller shall give Buyer prompt written notice of any casualty, theft, or other loss affecting the Property (a "Casualty"). In the event of a Casualty, Buyer may elect to (i) terminate this Agreement without further liability hereunder; (ii) to purchase the Property and receive all insurance rights and proceeds arising of the Casualty; or (iii) require Seller to repair the damage to the Property (including damage to Improvements) pursuant to subparagraph C below. Such election shall be made by written notice given within thirty (30) days following written notice to Buyer of the Casualty. If Buyer elects to purchase the Property under subparagraph 23.A.(ii) above, then the Purchase Price shall be credited by the amount of any insurance proceeds collected by Seller as a result of any such Casualty less any monies actually expended by Seller to repair any Casualty, plus any deductible amounts attributable to such damage or destruction, or such proceeds shall be assigned to Buyer if not then collected. In the event of a Casualty and election by Buyer under subparagraph (iii) above to require Seller to repair the Property, Seller shall be obligated to repair the Property pursuant to the terms and conditions hereof subject to extension of all of the dates for performance and the Outside Closing Date for the delay caused by the Casualty. If Seller is unwilling to

make the repairs, Seller shall so notify Buyer in writing, this Agreement shall terminate. In such event there shall be no adjustment to the Purchase Price for increased costs sustained by Seller (whether or not such costs are covered by insurance) in connection with or caused by the Casualty.

B. Seller Cooperation. If Seller assigns the proceeds of any insurance policy to Buyer pursuant to Section 23A, Seller shall cooperate with Buyer in presenting and prosecuting the claim with Seller's insurance carriers, shall follow Buyer's instructions with respect thereto (except to the extent Seller is advised by counsel that following a particular instruction would expose Seller to liability, or to the extent Seller would incur additional cost to follow such instruction which is not paid by Buyer), and will not settle any such claim without Buyer's written approval.

C. Insurance. Seller shall purchase and keep in force until Closing, a policy or policies of fire and property damage insurance (including coverage for flood and earthquake, if available) covering loss or damage to the Property (including the Improvements) in the amount of the full replacement value thereof including comprehensive builder's risk/course of construction insurance.

D. Condemnation. In the event that notice of any action, suit or proceeding shall be given prior to the Closing for the purpose of condemning any part of the Property Seller shall notify Buyer in writing within ten (10) days of receipt of such notice (whether Seller shall have received such notice orally or in writing) and shall provide Buyer with copies of all documentation relating thereto. Buyer shall have the right to terminate its obligations hereunder within ten (10) business days after receiving notice of such condemnation proceeding and copies of all documentation relating thereto as then in Seller's possession, if any, and receive a return of its deposit. In the event Buyer shall not elect to terminate its obligations hereunder, at Closing all of such condemnation proceeds (or proceeds from any sale or transfer in lieu thereof) shall be assigned to and belong to Buyer.

**24. Assignment.** Buyer may, after giving written notice to Seller, assign this Agreement to an affiliate or related entity without obtaining the consent of Seller. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Buyer shall notify Seller within three (3) business days of any assignment or transfer, including the name, address and contact information thereof.

**25. Notice.** All notices required or permitted by this Agreement, and any and all other notices given by one party to the other, shall be in writing and delivered in person, by third party courier (including overnight courier service such as Federal Express) or by certified mail, return receipt request, postage prepaid, properly addressed to the party or person to whom notice is to be given, at the following addresses:

If to Seller:                   **City of Beloit**  
100 State Street  
Beloit, WI 53511  
Attn: City Manager

With a copy to:               **City Attorney**  
100 State Street  
Beloit, WI 53511

Northeast Corner Willowbrook and Stateline Roads  
Beloit, Wisconsin  
Purchase Agreement  
Execution Version 3.25.16

If to Buyer: **Hendricks Commercial Properties, LLC**  
525 Third Street, Suite 300  
Beloit, Wisconsin 53511  
Attn: President

With a copy to: **Schmidt, Darling & Erwin**  
2300 North Mayfair Road, Suite 1175  
Milwaukee, WI 53226  
Attn: George B. Erwin, III

Notice shall be deemed to have been given upon the earlier of receipt by recipient or postmark by the U.S. Postal Service.

**26. Additional Instruments.** From time to time after the Closing, Seller will execute and deliver on request any and all instruments and documents which may reasonably be requested by Buyer in order to confirm and assure Buyer's title to and interest in the Property.

**27. Default and Remedies.**

A. Notwithstanding anything to the contrary contained in this Agreement, if prior to Closing, either party fails to perform in accordance with the terms of this Agreement, then, the non-defaulting party may (i) terminate the Agreement; (ii) seek specific performance of this Agreement by the defaulting party; (iii) institute an action for actual damages against the defaulting party, if the defaulting party impairs or precludes the non-defaulting party the ability to pursue specific performance, or (iv) pursue any other remedy allowed by law. 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 30 days in which to cure the alleged breach.

B. After Closing, Seller and Buyer shall, subject to the terms and conditions of this Agreement, have such rights and remedies as are available at law or in equity; provided, however, in no event shall either party be liable for any speculative, consequential or punitive damages. Notwithstanding the above, in the event that Seller fails to complete its obligations under Section 39(B) hereof in addition to seeking damages for the cost to cure such default, Buyer shall be entitled to seek remedies including specific performance.

C. If the transaction fails to close through no fault of Seller or Buyer (and not as otherwise addressed in this Agreement), the parties shall adjourn the Closing and reschedule to a date reasonably selected by the parties and this Agreement shall remain in effect and remain subject to the satisfaction of all conditions precedent to Closing.

**28. Section 1031 Exchange.**

A. Seller may structure the disposition of the Property as a like-kind exchange under Internal Revenue Code Section 1031 at Seller's sole cost and expense. Buyer shall reasonably cooperate therein, provided that Buyer shall incur no material costs, expenses, or liabilities in connection with Seller's exchange. Seller shall indemnify, defend, and hold Buyer harmless therefrom and Buyer shall not be required to take title to or contract for purchase of any other property. If Seller uses a qualified

intermediary to effectuate the exchange, any assignment of the rights or obligations of Seller hereunder shall not relieve, release, or absolve Seller of its obligations to Buyer.

B. Buyer may structure the acquisition of the Property as a like-kind exchange under Internal Revenue Code Section 1031 at Buyer's sole cost and expense. Seller shall reasonably cooperate therein, provided that Seller shall incur no material costs, expenses, or liabilities in connection with Buyer's exchange. Buyer shall indemnify, defend, and hold Seller harmless therefrom and Seller shall not be required to take title to or contract for purchase of any other property. If Buyer uses a qualified intermediary to effectuate the exchange, any assignment of the rights or obligations of Buyer hereunder shall not relieve, release, or absolve Buyer of its obligations to Seller.

**29. Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. Central time.

**30. Joint Drafting.** This Agreement shall be deemed to have been drafted jointly by the parties and, in the event of any ambiguity in this Agreement, the same shall not be construed against any party hereto as a result of any activity in connection with preparation thereof.

**31. Attorneys' Fees.** In connection with any litigation concerning this Agreement, the prevailing party shall be entitled to recover costs, expenses and reasonable attorneys' fees, unless the adjudicator holds that neither party is the prevailing party.

**32. No Waiver.** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted; and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or waiver in relation to future events.

**33. Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by further agreement in writing duly executed by the parties hereto.

**34. Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

**35. Governing Law.** The interpretation, performance and enforcement of this contract shall be governed by the laws of the state in which the Real Estate is located. Any litigation regarding the subject matter of this contract shall be determined by the federal or state court with general jurisdiction over the county in which the Real Estate is located.

**36. No Recording.** This Agreement (or any notice or memorandum hereof) may not be recorded with the Register of Deeds Office, Rock County, Wisconsin..

**37. Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the Property described herein. This Agreement may not be amended or modified orally. All

understandings and agreements heretofore between the parties with respect to the Property are merged in this Agreement, which alone fully and completely expresses their understanding.

**38. Counterpart/Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or email shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or email shall be deemed to be their original signatures for all purposes.

**39. Obligations Surviving Closing.**

A. Buyer Obligations. Buyer, at Buyer's sole cost and expense, shall begin the construction on the Property of one (1) or more industrial use building(s) totaling at least 200,000 square feet of leasable space, as follows:

(1) The construction of a building with a minimum of 100,000 square feet shall begin no later than twelve (12) months after Closing.

(2) The construction of a second building or expansion of the first building with a minimum of 100,000 square feet to commence to construct no later than thirty-six (36) months after Seller fulfills its obligation under Section 39(B).

(3) Buyer, at Buyer's sole cost and expense, shall divide the Property into lots of sufficient sizes and configuration as determined by Buyer, in Buyer's sole discretion to allow the construction of the leasable industrial use space. A Certified Survey Map shall be recorded with the Register of Deeds prior to or at the time of Closing. Subdivision of the Property shall comply with all local, state and federal regulations. Buyer acknowledges that it shall comply with all municipal zoning and architectural review ordinances.

(4) Should the Buyer fail to substantially complete the construction of Building 1 within the time periods set forth in Sections 39.A.(1) or (2) and provided Seller has fulfilled its obligations under Section 39(B), Buyer shall upon notice of default reconvey the title to the undeveloped portions of the Property at a purchase price of One and No/100 Dollars (\$1.00). If construction has commenced or the Property has been subdivided, and during the cure period Buyer agrees to undertake to commence construction, it shall have the right to retain the portion of the Property subdivided for such purpose. Before exercising the remedies hereunder, Seller shall give written notice to Buyer and Buyer shall have sixty (60) days from receipt of such notice to commence to construct. Seller shall cooperate in all respects to Buyer's endeavors in that regarding including timely processing any building permit or other application necessary in order to commence construction. Nothing herein shall constitute Seller's affirmative obligation to approve any plans or building permit unless in conformance with all existing zoning codes as interpreted by the City from time to time.

B. Seller Obligations. Seller, at Seller's sole cost and expense, shall install water and sewer utility extensions ("Utility Work") to serve the property as described below:

- (1) The Seller shall install a water main in the right of way of Stateline Road from Willowbrook Road to just east of the anticipated entrance to the site and from a point offsite to the northwest corner of the Property.
- (2) The Seller shall install sanitary sewer main on the north side of the Property in an easement from Willowbrook Road to just east of the anticipated access road on the site to Manhole No 1.
- (3) The Seller shall award a contract for the Utility Work no later than the one hundredth (100th) day after Closing, and the Utility Work shall be completed no later than the one hundred ninetieth (190th) day after Closing. In the event the Utility Work is not completed by the one hundred ninetieth (190th) day after Closing, the timeline outlined in Sections 39.A. (1) and (2) shall be delayed by an equal number of days; provided, however, if the delay causes a timeline maturing from December 1 to February 28, then the Buyer's time to perform under Sections 32.A. (1) or (2) shall extend to March 1 of the following year.

C. Stormwater and Drainage Way Easement. Seller shall provide a stormwater and drainage way easement on the property identified on the attached Exhibit E ("Stormwater and Drainage Way Easement"). The Stormwater and Drainage Way Easement will be designed to facilitate the runoff of water between the Property's respective sites and from I-39/I-90. The Stormwater and Drainage Way Easement shall be constructed in connection with the Buyer's original construction process at the Buyer's expense. Other terms and conditions will be identified within the Easement document. The Seller agrees to contribute up to two thousand dollars \$2,000 towards obtaining a stormwater easement across property abutting the Real Estate.

**40. Nondiscrimination.** In performance of work under this Agreement, Buyer agrees that it 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. Buyer further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement 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. This Section shall survive the Closing of this transaction.

**41. Severability.** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Section shall survive the Closing of this transaction.

**42. 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 diligence, such party is unable to prevent, whether or not of the class of causes enumerated above, and the time for performance shall be extended for the period of delay occasioned by any such cause. This Section shall survive the Closing of this transaction.

**43. No Partnership Created.** This Agreement does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of the other party. Seller shall have no obligation or liability to any lending institution, architect, contractor, subcontractor, or other party retained by Buyer to assist Buyer in the performance of its obligations under the terms and conditions of this Agreement. Buyer specifically agrees that no representation shall be made by Buyer to any third party that Buyer and Seller are partners or joint venturers. This Section shall survive the Closing of this transaction.

**44. Effective Date.** The effective date of this Agreement shall be the date on which the last of Seller and Buyer shall sign the same and shall be so stated on the signature page of this Agreement.

**45. Final Date for Execution.** This Agreement shall be null and void if not executed by all parties and a counterpart executed original delivered to each party on or before \_\_\_\_\_, 2016.

**46. Time of Essence.** With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

IN WITNESS WHEREOF, Buyer and Seller have executed this Real Estate Purchase Agreement.

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

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

**CITY OF BELOIT**

**HENDRICKS COMMERCIAL PROPERTIES,  
LLC**

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

By: \_\_\_\_\_  
Diane M. Hendricks  
Manager and Chairperson of the Board

ATTEST:

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

APPROVED AS TO FORM:

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

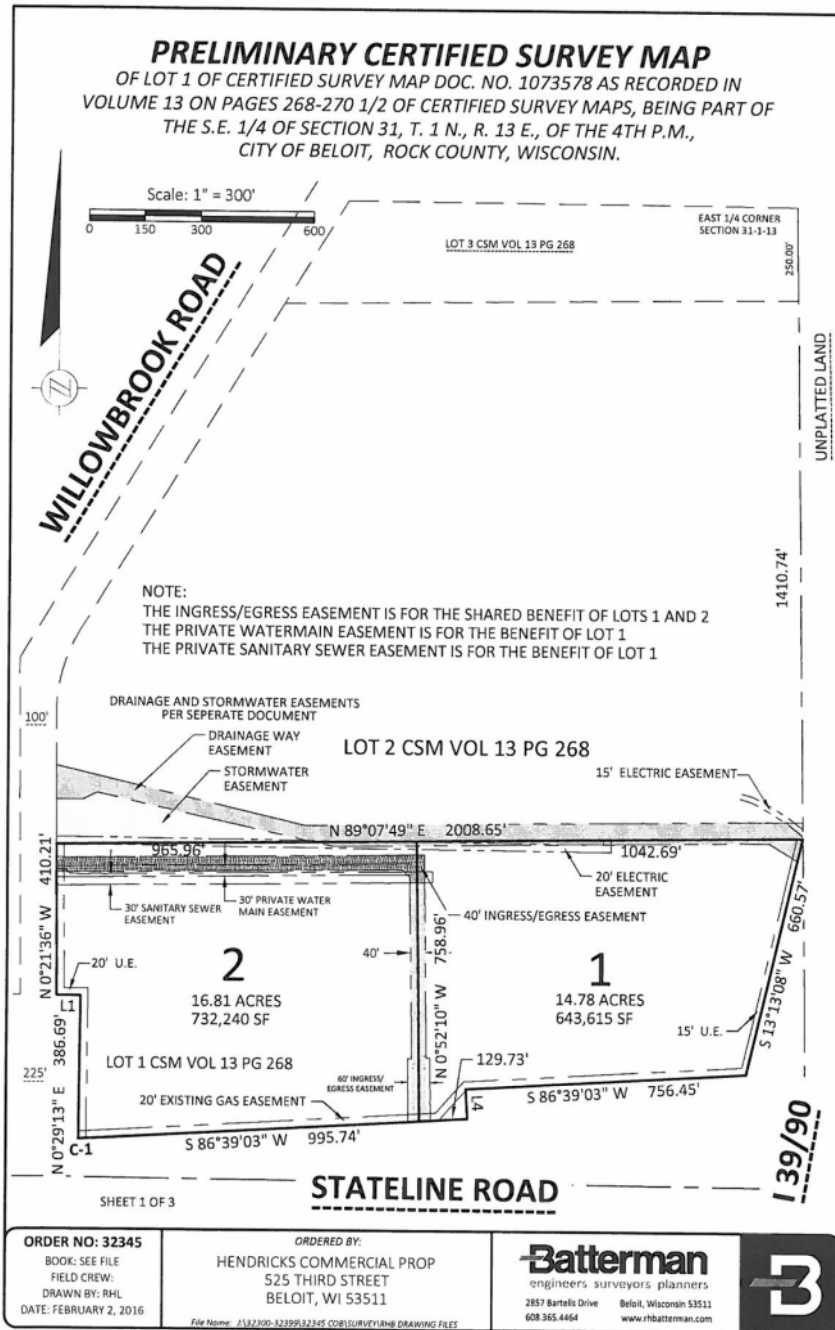
I hereby certify that there are sufficient funds available to pay the liability incurred by the City of Beloit pursuant to this Agreement.

By: \_\_\_\_\_  
Eric R. Miller, City Comptroller

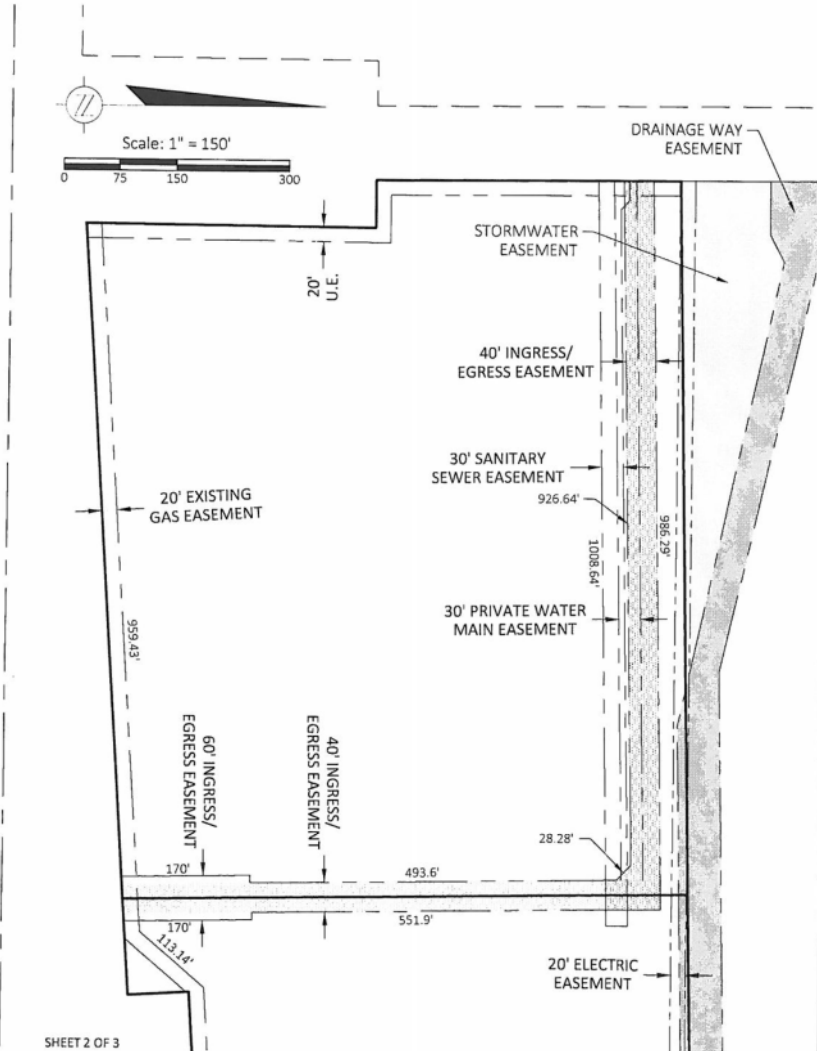
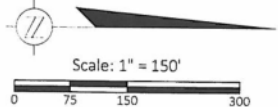


# EXHIBIT A

## DESCRIPTION OF REAL ESTATE



**PRELIMINARY CERTIFIED SURVEY MAP**  
 OF LOT 1 OF CERTIFIED SURVEY MAP DOC. NO. 1073578 AS RECORDED IN  
 VOLUME 13 ON PAGES 268-270 1/2 OF CERTIFIED SURVEY MAPS, BEING PART OF  
 THE S.E. 1/4 OF SECTION 31, T. 1 N., R. 13 E., OF THE 4TH P.M.,  
 CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN.



SHEET 2 OF 3

<p><b>ORDER NO: 32345</b>          BOOK: SEE FILE          FIELD CREW:          DRAWN BY: RHL          DATE: FEBRUARY 2, 2016</p>	<p align="center">ORDERED BY:          HENDRICKS COMMERCIAL PROP          525 THIRD STREET          БЕЛОIT, WI 53511</p>	<p align="center"><b>Batterman</b>          engineers surveyors planners          2857 Bartells Drive    Beloit, Wisconsin 53511          608.365.4464            www.batterman.com</p>	
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File Name: J:\32345-32350\32345 CDB\SURVEY\RH drawing files

**PRELIMINARY CERTIFIED SURVEY MAP**  
 OF LOT 1 OF CERTIFIED SURVEY MAP DOC. NO. 1073578 AS RECORDED IN  
 VOLUME 13 ON PAGES 268-270 1/2 OF CERTIFIED SURVEY MAPS, BEING PART OF  
 THE S.E. 1/4 OF SECTION 31, T. 1 N., R. 13 E., OF THE 4TH P.M.,  
 CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN.

Line Table		
Line #	Length	Direction
L4	80.00	S03° 20' 57"E
L1	64.42	N89° 28' 47"W

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD LENGTH
C-1	0°29'48"	5669.65'	49.16'	N 86°53'59" E	49.16'

SHEET 3 OF 3

**ORDER NO: 32345**  
 BOOK: SEE FILE  
 FIELD CREW:  
 DRAWN BY: RHL  
 DATE: FEBRUARY 2, 2016

FOR THE EXCLUSIVE USE OF:  
 HENDRICKS COMMERCIAL PROP  
 525 THIRD STREET  
 БЕЛОIT, WI 53511

File Name: J:\32345-32399-32345-008-SURVEY-R-B-DRAWING-FILES

**Batterman**  
 engineers surveyors planners  
 2857 Bernells Drive    Beloit, Wisconsin 53511  
 608.365.4464    www.rhbatterman.com



**EXHIBIT B  
SELLER'S CERTIFICATE**

Pursuant to the Real Estate Purchase Agreement (the "Agreement") by and between **CITY OF БЕLOIT** ("Seller"), and **HENDRICKS COMMERCIAL PROPERTIES, LLC** ("Buyer"), with respect to the property located in Beloit, Wisconsin, the Seller does hereby certify that on the date hereof:

- A. Seller has performed all of its obligations under the Agreement.
- B. Seller's warranties and representation are true, correct and complete and not misleading in any material respect as of Closing.
- C. Seller's title to the Property is fee simple indefeasible title, good and marketable, and subject only to the Permitted Exceptions.
- D. To Seller's knowledge, there are no pending, threatened or existing moratorium, action, or proceeding against Seller or the Property before any court or governmental authority that would prohibit or inhibit Buyer from obtaining utility services or building permits and development approvals, if applicable, or which would prevent, prohibit, delay or inhibit the construction and development (if applicable) or operation of the Property by Buyer.
- E. The Property is in the same condition as it existed as of the date of the Agreement, normal wear and tear excepted.

Capitalized terms used herein and not otherwise defined herein shall have their respective meanings ascribed to them in the Agreement.

Dated: \_\_\_\_\_, 2016

**SELLER  
CITY OF БЕLOIT**

By: \_\_\_\_\_

**EXHIBIT C**  
**Non-Foreign Entity Certificate**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by City of Beloit ("Transferor"), the undersigned hereby certifies on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); and
2. Transferor's U.S. employer identification number is \_\_\_\_\_; and
3. Transferor's office address is:

Transferor understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made within this certification could be punished by fine, imprisonment, or both.

Under penalties of perjury the undersigned declares that he has examined this certification and that to the best of his knowledge and belief it is true, correct and complete, and the undersigned further declares that he has the authority to sign this document on behalf of the Transferor.

Dated: \_\_\_\_ day of \_\_\_\_\_, 2016.

**TRANSFEROR:**  
**CITY OF BELOIT**

By: \_\_\_\_\_

**EXHIBIT D**

**FEDERAL TAX ID NUMBER REQUEST**

Dear Sir:

Internal Revenue Code Section 6045 established certain reporting requirements in connection with sales of real estate. So that we may comply with these requirements, please sign, date and return this letter after checking the appropriate box and indicating your Federal Identification Number and address information.

The purpose of our request is to comply with requirements of the IRS, enabling us to complete 1099 forms and other required filings as necessary. If you have any further questions, please call Scott Bianchini at (608) 362-2309.

Sincerely,  
Hendricks Commercial Properties, LLC

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1. \_\_\_\_\_:

_____	_____
Federal EIN	Name as it appears on document Requesting EIN Number (SS-4)

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

I certify that the information provided on this letter is true, accurate and complete.

Dated \_\_\_\_\_, 2016

By: \_\_\_\_\_ (signature)

**EXHIBIT E**

**Stormwater and Drainage Way Easement**

**RESOLUTION AMENDING THE 2016 TAX INCREMENT DISTRICT #8 BUDGET TO  
INCLUDE A PROJECT TO INCENT AN INDUSTRIAL DEVELOPMENT BUILDING**

**WHEREAS**, City Council approved a resolution on approving a development agreement with Hendricks Commercial Properties on April 4, 2016, and;

**WHEREAS**, the approved development agreement included a provision to extend public sewer and water infrastructure to the site in the amount of \$204,100, and;

**WHEREAS**, the extension of public sewer and water infrastructure to the site is necessary to service the planned private improvements, and;

**WHEREAS**, the adopted tax increment district #8 budget for 2016 did not include this project, and;

**NOW, THEREFORE BE IT RESOLVED**, that funding for the project, the 2016 Tax Increment District #8 budget is amended, and an additional appropriation is authorized as follows:

<b><u>FUNDING SOURCES:</u></b>	<b><u>Original</u></b>	<b><u>Amended</u></b>	<b><u>Difference</u></b>
P48XXXXXX – 4999 – 2016 Fund Balance	\$ 0	\$ 204,100	\$ 204,100
<b>TOTAL FUNDING SOURCES</b>	<b>\$ 0</b>	<b>\$ 204,100</b>	<b>\$ 204,100</b>
<b><u>EXPENDITURES:</u></b>	<b><u>Original</u></b>	<b><u>Amended</u></b>	<b><u>Difference</u></b>
P48XXXXXX – 5258 – 2016 Engineering	\$ 0	\$ 24,100	\$ 24,100
P48XXXXXX – 5523 – 2016 Sewer	\$ 0	\$ 90,000	\$ 90,000
P48XXXXXX – 5514 – 2016 Water	\$ 0	\$ 90,000	\$ 90,000
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 0</u></b>	<b><u>\$204,100</u></b>	<b><u>\$ 204,100</u></b>

Dated at Beloit, Wisconsin this 4 day of April, 2016.

City Council of the City of Beloit

\_\_\_\_\_  
Charles Haynes, Council President

ATTEST:

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