



**AGENDA
BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, May 2, 2016**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
 - a. Proclamation declaring May 15-21, 2016 as **Emergency Medical Services Week** (Liggett)
 - b. Proclamation declaring May 15-21, 2016 as **National Police Week** (Zibolski)
 - c. Proclamation declaring May 1-7, 2016 as **National Travel and Tourism Week** (Celestino Ruffini, Visit Beloit, Executive Director)

4. PUBLIC HEARINGS

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 special meeting of April 14, the regular meeting of April 18, 2016 and the organizational meeting of April 19, 2016 (Stottler)
- b. Applications for **Renewal of Alcohol Beverage Licenses** for License Period July 1, 2016- June 30, 2017 (Stottler) Refer to ABLCC

7. ORDINANCES

8. APPOINTMENTS

- a. Council President **Committee/Board/Commission Appointments**

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

10. CITY MANAGER'S PRESENTATION

- a. Presentation on **Creative Programing for Youth** (Downing)

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Resolution Authorizing the **Sale of 715 W Grand Avenue** to the Community Development Authority of the City of Beloit (Christensen)
- b. Resolution authorizing the City Manager to enter into a **Memorandum of Understanding** with the Wisconsin Department of Natural Resources for Mutual Aid and Fire Suppression Services (Liggett)
- c. Resolution authorizing the City Manager to apply for **Forest Fire Protection Grant** program and to amend the 2016 General Fund Operating Budget for Expenditures under this program (Liggett)
- d. Resolution authorizing the City Manager to apply for USDA **Farmers Market Promotion Program Grant** (El-Amin)

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: April 27, 2016
Lorena Rae Stottler
City of Beloit City Clerk
www.beloitwi.gov

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

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating “Emergency Medical Services Week.”

NOW, THEREFORE, THE COUNCIL PRESIDENT OF THE БЕЛОIT CITY COUNCIL does hereby proclaim the week of May 15 through May 21, 2016 as “**EMERGENCY MEDICAL SERVICES WEEK**” with the theme “**EMS Strong: Called to Care**” The City Council further encourages the community to observe this week with appropriate programs, ceremonies, and activities.

Presented this this 2nd day of May 2016.

David F. Luebke, President
Beloit City Council

ATTEST:

Lorena Rae Stottler
City Clerk

WHEREAS, police services provided in our City are an integral part of our citizens' everyday lives; and

WHEREAS, the men and women who protect us, defend us, and serve as guardians on a daily basis are highly trained and dedicated; and

WHEREAS, the City of Beloit's Police Department incorporates modern-day community policing practices, focusing on their role as guardians and proactively engaging our community to create, build, and sustain trust and legitimacy.

WHEREAS, the City of Beloit Police Department implements said community policing strategy through a neighborhood-based, problem-oriented, and data-driven approach to reducing crime, fear and disorder; and

WHEREAS, Police Officers recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by working in partnership to enhance public safety; and

WHEREAS, the support and trust of an involved, cooperative, and informed citizenry is vital to the efficient operation of police services and programs which are all guided by the Police Department's community policing philosophy; and

WHEREAS, the health, safety, and quality of life in this community greatly depends on these programs, services, and employees providing them; and

WHEREAS, we recognize the sacrifices of present and past employees.

NOW, THEREFORE, THE CITY COUNCIL PRESIDENT OF THE BELOIT CITY COUNCIL does hereby proclaim the week of May 15 through May 21, 2016 as **"NATIONAL POLICE WEEK"** in the City of Beloit, and calls upon all citizens and civic organizations to appreciate the contributions which these officers make every day to our health, safety, and quality of life.

Presented this 2nd day of May 2016

David F. Luebke, City Council President

ATTEST:

Lorena Rae Stottler, City Clerk

WHEREAS, travel has a positive effect on the state of Wisconsin, Rock County, the city of Beloit and the nation's economic prosperity and image abroad, it also impacts business productivity and to individual travelers' well-being.

WHEREAS, travel to and within the United States provides significant economic benefits for the nation, generating more than \$2.1 trillion in economic output in 2014, with \$927.9 billion spent directly by travelers.

WHEREAS, travel is among the largest private-sector employers in the United States, supporting 15 million jobs in 2014, including 8 million directly in the travel industry and 7 million in other industries.

WHEREAS, travelers' spending directly generated tax revenues of \$141.5 billion for federal, state and local governments, funds used to support essential services and programs.

WHEREAS, in Rock County, travelers' directly spent \$220.6 million, generated \$363.9 million in total business sales, provided a need for 3,875 travel-related jobs with a combined labor income of \$89.8 million, and expended \$26.8 million in local and state tax revenues, in 2015.

WHEREAS, international travel to the United States is the nation's No. 1 services export. In 2015, travel generated \$220.6 billion in exports, creating a \$74 billion trade surplus for the United States.

WHEREAS, meetings, events and incentive travel are core business functions that help companies strengthen business performance, educate employees and customers and reward business accomplishments—which in turn boosts the U.S. economy. In 2014, domestic and international business travelers spent \$283 billion.

WHEREAS, leisure travel, which accounts for more than three-quarters of all trips taken in the United States, spurs countless benefits to travelers' health and wellness, creativity, cultural awareness, education, happiness, productivity and relationships.

WHEREAS, travel is a pillar of economic growth, creating jobs at a faster rate than other sectors.

NOW, THEREFORE, THE CITY COUNCIL PRESIDENT OF THE БЕЛОIT CITY COUNCIL does hereby proclaim May 1-7, 2016 as "**National Travel and Tourism Week**" in the City of Beloit, and urge the citizens of Beloit to join me in this special observance celebrating the work of Visit Beloit and of the travel industry in our community.

Presented this 2nd day of May 2016.

David F. Luebke, President
Beloit City Council

ATTEST:

Lorena Rae Stottler
City Clerk



**PROCEEDINGS OF THE BELOIT CITY COUNCIL
Special Meeting
City Hall - 100 State Street, Beloit, WI 53511
4th floor City Manager's Conference Room
Thursday, April 14, 2016**

Presiding: Charles M. Haynes

Present: Sheila De Forest, Ana Kelly, David Luebke, Marilyn Sloniker (arrived at 6:41 p.m.)

Absent: Hendrix and Kincaid

1. President Haynes called the meeting to order at 6:30 p.m. in the 4th floor City Manager's Conference Room at City Hall
2. Councilors Luebke and De Forest made a motion to adjourn in closed session pursuant to Wis. Stats. 19.85(1)(c) to perform the City Manager's annual **Performance Evaluation**. The motion carried, and the Council adjourned into closed session at 6:38 p.m.
3. Councilors Luebke and Kelly made a motion to adjourn the meeting. The motion carried, and the meeting adjourned at 7:12 p.m.

Lorena Rae Stottler, City Clerk

www.beloitwi.gov

Date Approved by City Council: May 2, 2016



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, April 18, 2016

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

1. President Haynes called the meeting to order at 7:00 p.m. in the Forum at Beloit City Hall.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
 - a. Vice President De Forest presented to Operations Forestry Supervisor Mike Ferger, a proclamation declaring April 29, 2016 as **Arbor Day**. Mr. Ferger introduced his crew and thanked the Council for the proclamation. He invited the Council and the Community to attend the annual Arbor Day Celebration at Fran Fruzen School on April 29th at 10 a.m. File 7148
 - b. Vice President De Forest presented to YWCA Executive Director Angela Moore a proclamation declaring April 28, 2016 as **Stand Against Racism Day**. She thanked the Council for the proclamation and said that the mission of the YWCA is to eliminate racism and empower women. File 7148
 - c. Council President Charles Haynes and Vice President Sheila De Forest presented plaques for public service to Ana Kelly and Chuck Kincaid. Gifts were presented to both. Vice President De Forest presented President Haynes with a proclamation in lieu of a plaque that a tree would be planted in honor of his service and dedication in Zonta Park. He was also presented with a soap stone for his garden. They were all thanked for their dedication and service to the citizens of Beloit.
4. PUBLIC HEARINGS
 - a. Community Development Director, Julie Christensen, presented a resolution authorizing a **Conditional Use Permit** to allow a fitness studio in an R-1B, Single-Family Residential District, for the property located at 103 Eighth Street (aka 549 Shirland Avenue) in the City of Beloit. Anabel Salgado has filed an application for a Conditional Use Permit to allow a fitness studio in an R-1B, Single-Family Residential District, for the property located at 103 Eighth Street in the City of Beloit. The Plan Commission reviewed this item on April 6, 2016, and voted unanimously (4-0) to recommend approval of the Conditional Use Permit, subject to the other eight (8) conditions recommended by Planning staff. President Haynes opened the public hearing. No one spoke. President Haynes closed the public hearing. Councilors Luebke and Kincaid made a motion to approve the resolution as presented. Motion Carried. File 8026
5. CITIZEN PARTICIPATION
 - a. Stephen Phillips, 2006 North Street, addressed the council regarding the property located at 2018 Portland Avenue. Mr. Phillips stated to the Council that he purchased the property on a quit claim deed and wants them to allow him additional time to clean up the property and not have the property demolished as per the City's current plan. He presented a picture of the property and a petition bearing signatures of residents in the neighborhood supporting clean-up and occupancy of the property by someone willing to maintain the property. City Manager Lori Luther explained that the City staff has been in communication with Mr. Phillips and that the bids for demolition of the property have been accepted and the City does plan to move forward because the property cannot be salvaged.
 - b. Carol Jacobson, 953 Division, addressed the council regarding the property located at 2018 Portland Avenue. She explained that she originally signed the petition and has since had her name removed

because she was not given complete information. She has learned the home is in foreclosure with taxes due in the amount of \$5,679.45 as well as up to \$10,000 in local fines. She is aware that the bid from CCI to raze the property came in at \$4,786.00 and believes this is the proper step for the City to take for the neighborhood and the taxpayers of Beloit.

6. CONSENT AGENDA

Councilor De Forest requested to have item 6.b removed from consent.

Councilors Kelly and Sloniker made a motion to adopt the consent Agenda consisting of items 6.a and 6.c – 6.j. Motion carried.

- a. The **Minutes** of the Special Meetings of March 31 and April 6, 2016 and the Regular Meeting of April 4, 2016 were approved.
 - c. A resolution approving a **Class “A” Beer and “Class A” Liquor License** for Beloit Mobil on the Run, 2883 Milwaukee Road, Akbir Kang, Agent was approved. File 8688
 - d. A resolution approving **Change of Agent** for Domenico’s Pizza and Restaurant, Inc., d/b/a Domenico’s Pizza, located at 547 W. Grand Avenue from Nathan D. Lipps to Olsie A. Ekleberry was approved. File 8688
 - e. A resolution approving a **Change of Agent** for Casa Grande Inc., d/b/a La Casa Grande, located at 618 Fourth Street from Andrew Boros-Kazai to Olsie A. Ekleberry was approved. File 8688
 - f. A resolution approving a **Change of Agent** for Palermo Enterprise, LLC, located at 648 Fourth Street from Nathan D. Lipps to Olsie A. Ekleberry was approved. File 8688
 - g. A resolution approving the granting of a **Stormwater and Drainage Way Easement** to Hendricks Commercial Properties, LLC was approved. File 8243
 - h. A resolution approving **Relocation Orders** 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 was approved. File 8195
 - i. A resolution awarding **Public Works Contract C16-05**, Crackfilling and Sealcoating was approved. File 8720
 - j. A report of the **Municipal Board of Canvassers** from April 4, 2016 Spring Election was accepted.
- b. Councilor De Forest asked owner Lisa Dodd to explain her rationale for making application to add alcohol to the business plan. Ms. Dodd explained that they purchased the property from Café Fromage and believed that with the addition of a food menu, beer and wine will accommodate adults wishing to have a beverage with their meal. Councilor De Forest was concerned that their current business model was as a treat shop geared towards children and was not in favor of this application. Councilor Luebke commented that the existing layout of the property and business model used by Café Fromage may well compliment the new business and recognized that the previous owners of the property held a full liquor license, the Flying Pig Treat Shop is requesting beer and wine at this time. A resolution approving a **Class “B” Beer and “Class C” Wine License** for The Flying Pig Treat Shops, Inc., located at 431 East Grand Avenue, Debra Nelson, Agent was approved on a vote of 4-2 with councilors De Forest and Sloniker voting no. File 8688

7. ORDINANCES

- a. Community Development Director, Julie Christensen, presented 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**. 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.
 - o 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 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.

This is second reading. Councilors De Forest and Luebke made a motion to approve the Ordinance as presented. Motion carried. File 7724 Ordinance 3573

- b. Community Development Director, Julie Christensen, presented 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**. 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.

This is second reading. Councilors Luebke and Kelly made a motion to approve the Ordinance as presented. Motion carried. File 7724 Ordinance 3574

- c. City Manager, Lori Luther, presented an Ordinance to amend various sections of the Code of General Ordinances of the City of Beloit pertaining to **City Boards, Committees and Commissions**. She explained that 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.

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.

- 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.
- 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.
- Permitting Council members to be voting members of the boards, committees and commissions when the presence of the council member is needed for quorum.
- Requiring interviews by the City Council for appointments to particular committees to further engage the Council with the appointment process.
- Cleaning-up and modernizing the ordinances related to boards, committees and commissions.

Councilor De Forest shared multiple concerns: She would like the Ordinance to be more explicit in stating that each board, committee and commission who set a regular meeting time and location follow that set time and location throughout the year. Attorney Krueger commented that this could be an amendment brought back at a future date but would be difficult to amend on the floor tonight.

Councilor De Forest asked Attorney Krueger to explore making that amendment.

Councilor De Forest then stated that she feels strongly about screening/interviewing candidates for conflicts of interest and feels it is imperative that councilors be able to vote when there is not a quorum so City business can continue in a timely manner.

Councilors De Forest and Kincaid made a motion to amend the Ordinance to include the Equal Opportunities Commission and Traffic Control Committee to be included in the boards, committees and commission who must meet no earlier than 6:30pm and no later than 8:00pm. President Haynes agreed that citizens facing committees should be as accommodating to as many work schedules as possible so that citizen involvement can occur. Motion failed on a vote of 2-4 with De Forest and Haynes voting in the affirmative and councilors Kelly, Kincaid, Luebke and Sloniker voting no. Councilors Luebke and Kincaid made a motion to approve the Ordinance as presented. Motion Carried. File 8718 Ordinance 3572

- d. Community Development Director, Julie Christensen, presented an Ordinance to amend various sections of 14.22 of the Code of General Ordinances of the City of Beloit pertaining to Sidewalk Café. The City of Beloit has a **Sidewalk Café** Ordinance which allows a sidewalk café to be located on sidewalks in the Business Improvement District (see attached map) if the business owner has obtained an annual Sidewalk Café License. No other encroachments or obstructions are allowed on the City's Downtown Sidewalks.
- The City's Sidewalk Café Ordinance requires the removal of all sidewalk café furniture, furnishings and equipment from the public sidewalk between the hours of 1:00 AM and 5:00 PM. The City has received a request from a downtown business to allow a bench to be permanently located on the sidewalk in front of its business. This is currently not allowed under City Code.
 - This ordinance amendment would allow for the permanent location of sidewalk café furniture, furnishings, and equipment on the public sidewalk. However, it would require the items to be secured. This would ensure that the items would not be picked up and removed while the business is closed or potentially be picked up by the wind and destroy nearby property. This amendment is outlined in Section 2 of the attached ordinance.
 - Additional amendments are listed in Sections 1, 3, 4 & 5 of the attached ordinance. Section 1 allows the Downtown Beloit Association to have any of their authorized committees review the Sidewalk Café Licenses before issuance. Typically, they would have the Design Committee review these instead of their full board.
 - Section 3 removes an incorrect code reference.
 - Section 4 removes a section of code which we do not believe is necessary since a similar condition is included in 14.22(12)(b)(7).
 - Section 5 removes a requirement that people may only have an alcoholic beverage served to them in an outdoor seating area in conjunction with a meal. Under this condition,

someone could not sit out in an approved outdoor seating area on a nice night and have an alcoholic beverage. We do not believe this condition is necessary.

Councilors Luebke and Kelly made a motion to suspend the rules for a second reading. Motion carried. Councilors Luebke and Sloniker made a motion to approve the Ordinance as presented. Motion Carried. File 3575

8. APPOINTMENTS

Councilor De Forest asked to have the PFC appointments under 8.i removed from the consent motion to approve all appointments. Councilor Kelly recused herself for all items under 8. as she is a candidate for appointment to the PFC and left the room. Councilors Luebke and Sloniker made a motion to approve the appointments for items 8.a through 8.h. Motion carried, with councilor Kelly abstaining.

- a. **Alcohol Beverage License Control Committee:** File 6145
Leno Jerome Jennings, (replacing Ralph Berkley) for a term expiring June 30, 2018
- b. **Appointment Review Committee:** File 6261
Dan Gifford, (replacing Marlene Erickson) for a term expiring December 31, 2018
- c. **Board of Appeals:** File 6130
Willis J. Zick, (as 1st Alternate) for a term expiring May 31, 2018
Judy Robson, (as 2nd Alternate) for a term expiring May 31, 2018
- d. **Board of Ethics:** File 6049
John S. Emery, (replacing Mr. Brown) for a term expiring December 31, 2016
- e. **Community Development Authority:** File 6054
Tressie Webster, (replacing Erin Moffitt) for a term expiring December 31, 2016
- f. **Municipal Golf Committee:** File 7382
William K. Maze, Jr., (replacing Andrew Insko) for a term expiring December 31, 2016
Ida Lenz, (replacing William F. Howard) for a term expiring December 31, 2018
- g. **Municipal Library Board:** File 5991
Angela P. Moore, (replacing Lori Dotson) for a term expiring June 30, 2016
- h. **Plan Commission:** File 6064
Incumbent Matthew L. Finnegan to a term ending April 30, 2019
Timothy L. Weeden, (replacing Angela Moore) for a term expiring April 30, 2019
- i. **Police and Fire Commission:**
Tressy (Gustina) Brown, (replacing Craig W. Zastrow) for a term expiring April 30, 2019
Ana Kelly, (replacing Timmy Link) for a term expiring April 30, 2018

Councilors Luebke and Sloniker made a motion to approve the appointments to the Police and Fire Commission as recommended by the Appointment Review Committee. Discussion followed. Councilor De Forest explained that while she understands that the changes to the Ordinance is brand new, she believed that it is important. Councilors De Forest and Sloniker made a motion to lay over the appointments for Police and Fire Commission to a later date pending a city council review of the candidates. Motion to lay over passed 3-2 with De Forest, Sloniker and Kincaid voting in the affirmative and Councilors Haynes and Luebke voting no. File 6114

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor Sloniker attended her regular meetings and is looking forward to several special events coming up this week and next. She told the outgoing councilors that it's been a pleasure to serve with them and her experience as a new councilor has been great because of their contributions and passion for serving.
- Councilor Kelly thanked the citizens of Beloit for her time on council. She thanked her fellow councilors for their professional and personal friendship to her. She looks forward to new opportunities to serve in different ways.
- Councilor Luebke wanted to use his time to commend and share gratitude for the service to President Haynes and councilors Kelly and Kincaid. He said he was really going to miss what they all contributed individually and is grateful for the opportunity to serve with them.
- Councilor Kincaid attended the Women's Summit in Madison this past weekend. He stated he is really going to miss serving on the council.

- Councilor De Forest celebrated citizens who have recently been recognized for outstanding contributions to the community. She thanked the library for the ice cream social and was pleased and surprised to see the Chordhawks perform. The open house at Caratas was excellent. She also expressed her gratitude to the outgoing councilors Haynes, Kelly and Kincaid. She expressed thanks to President Haynes for leading the council honorably through a difficult year. She thanked Ana Kelly for helping her better understand historic preservation and she thanked Chuck Kincaid for asking great questions and being inquisitive.
- Councilor Haynes stated he'd prefer to quietly slip away from his service on the council but sees that is difficult to do. He commended his fellow councilors, city staff, the city managers and so many others who have been professional and top flight people who contribute so much to making the community a better place to live, which has been his reason for serving all along. He stated it's been an amazing journey all along and he's proud to have served and sacrificed these past eight years.

10. CITY MANAGER'S PRESENTATION

- a. City Manager Luther and Police Chief Zibolski gave a presentation and offered a **resolution amending the 2016 Capital Improvement Budget**. The presentation explained that the Police Department submitted a CIP request in 2016 to replace certain equipment. A leadership change in the Department led to a focused review of future needs and evaluation of its resources, which resulted in a request to amend the original proposal.

The original CIP request was intended to replace the prisoner transport van (\$50K) and department-issued controlled electronic weapons (CEW), i.e. Tasers (\$75K). It has been determined that the prisoner van does not need replacement. The departments CEWs will need replacement by 2017, as replacement parts will be unavailable. However, the department is also in dire need of an upgraded and functional audio/video platform. The current mobile video/audio recording system (MVARs) is inefficient, does not meet the needs of current law enforcement functionality, and is stockpiling terabytes of data that is straining IT resources and therefore unsustainable. Likewise, the department's interrogation rooms (3) are outfitted with inadequate, non-criminal justice-standard audio and video systems. The department has no body camera capacity, although there are 10 Axon body cameras purchased in 2014, but never placed into service.

The amended request addresses all of the above-listed needs, while providing CJIS compliant cloud storage for all applications and technologies. Implementation of the amended CIP request will provide the department with a modern-day audio/video IT platform, place the department in a position to sustain and grow future IT applications, increase efficiency of operations, and decrease financial and personnel waste while enhancing transparency with our community.

1. Each officer will have an upgraded CEW, to include replacement at 2.5 & 5 years
2. Each patrol vehicle will have an updated audio/video capability that will upload via Internet
3. Each interrogation room will be outfitted with CJIS quality audio/video
4. Each officer will have an Axon body camera and the existing 10 units will be placed into service
5. All audio/video files will be stored via the cloud, reducing the need to purchase insatiable terabytes of space
6. The evidence.com cloud storage is accessible by the District Attorney's and City Attorney's Offices, thus reducing copying of audio/video by police personnel.

City Manager Luther thanked the City Manager and Chief for applying to the Public Records Board for an exception on this type of storage. This exception has driven this proposal to make moving in this direction possible.

Councilors De Forest and Luebke made a motion to approve the resolution as presented. Motion carried. File 8695

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Finance and Administrative Services Director, Eric Miller, presented a resolution awarding the **Sale of \$1,725,000 General Obligation Promissory Notes, Series 2016A**. He introduced Dawn Gunderson Schiel of Ehlers and Assoc., who distributed Sale Day Reports and explained the bid and sale process for both resolutions. Councilors Luebke and Sloniker made a motion to adopt the resolution. The motion carried 6-0 by a roll call vote. File 8695

- b. Mr. Miller, presented a resolution awarding the **Sale of \$3,235,000 General Obligation Corporate Purpose Bonds, Series 2016B**. Councilors Luebke and Kelly made a motion to adopt the resolution. The motion carried 6-0 by a roll call vote. File 8695

 - c. Public Works Director, Greg Boysen, presented a resolution authorizing **Schedule of Fees and Charges for Stormwater Management**. The City is updating the storm water management and erosion control ordinances. To be consistent with how the City handles fees within ordinances, a new fee schedule has been created by resolution for approval.
 - 1. Current erosion control fees do not come close to covering the cost of plan review, permit issuance and site inspections.
 - 2. Engineering staff performed a survey of 12 neighboring and similarly sized communities in Wisconsin to determine how our existing fees compared. (Janesville, Kenosha, LaCrosse, Brookfield, Wausau, New Berlin, Fond du Lac, Greenfield, Menomonee Falls, Franklin, Oak Creek and Wauwatosa were surveyed)
 - 3. Most communities had fees significantly higher than Beloit. Most maxed out in the \$2,000 - \$2,500 range.
 - 4. Janesville is \$560 for a 1 – 5 acres site and \$1,360 for a site more than 5 acres.
 - 5. Rock County was surveyed after the rest and the fee continuously varies based on square feet of impervious. A 5 acre site would have a fee of \$1,389 plus fees for additional site inspections.Councilors Luebke and Kincaid made a motion to adopt the resolution as presented. Motion carried. File 8045

 - d. President Haynes presented a resolution approving **Compensation Adjustments** for the City Manager. He explained that the Council has performed an evaluation for the City Manager and the Council unanimously supports the adjustments outlined in this resolution. Councilors Luebke and Kincaid made a motion to adopt the resolution as presented. Motion carried. File 8052
12. Councilors Sloniker and De Forest made a motion adjourn the meeting at 8:48 p.m. Motion carried.

Lorena Rae Stottler, City Clerk

www.beloitwi.gov

Date approved by City Council: May 2, 2016



PROCEEDINGS OF THE CITY COUNCIL

Organization of the New Council

April 19, 2015

6:30 p.m.

Final Meeting of Sitting Council

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

1. The meeting was called to order at 6:32 p.m. in the City Hall Forum and roll call was taken.
2. Announcements: City Manager Luther thanked the outgoing councilors for their service and welcomed the incoming councilors and shared enthusiasm for working with them in the coming term.
3. At 6:35 p.m. Councilors Luebke and Kincaid made a motion to adjourn the meeting. The motion carried

Organizational Meeting of New City Council

1. Following the administration of the Oath of Office to reelected Councilor Sheila De Forest and new Councilors Regina Dunkin, Kevin Leavy and Mark Preuschl by City Clerk Lori Stottler, members were seated, and the meeting was called to order by City Attorney Elizabeth Krueger at 6:36 p.m.

Present: Sheila De Forest, Regina Dunkin, Kevin Leavy, David F. Luebke, Mark Preuschl, and Marilyn Sloniker

Absent: Regina Hendrix

2. Attorney Krueger announced that nominations for President of the Council were in order. Councilor Leavy nominated Councilor Luebke for President. Councilor Sloniker nominated Councilor De Forest for President. No other nominations were received. Councilors De Forest and Leavy made a motion to vote by secret ballot. Motion carried. Clerk Stottler distributed and collected ballots and gave to Attorney Krueger. Attorney Krueger announced that by a vote of 4-2, Councilor Luebke was elected President.
3. Councilor Luebke assumed the position of President and asked Attorney Krueger to open nominations for Vice President. Councilor Prueschl nominated Councilor De Forest for Vice President. Councilor Luebke nominated Councilor Leavy for Vice President. No other nominations were received. Councilors Prueschl and Sloniker made a motion to vote by secret ballot. Motion carried. Clerk Stottler distributed and collected ballots and gave to Attorney Krueger. Attorney Krueger announced that by a vote of 3-3, there was a tie and they would need to vote again. The voting process occurred five times and each time Attorney Krueger announced a tie vote of 3-3. After five votes, Attorney Krueger explained the tie would be broken by a coin toss; heads being Leavy and tails being De Forest. Clerk Stottler tossed the coin and it landed heads. Councilor Leavy was elected Vice President.
4. President Luebke had Clerk Stottler explain the worksheets distributed for the purposes of being appointed to committee, commission and boards. President Luebke said that the current City Council Committee, Commission, and Board appointments will stand until the May 2, 2016 regular City Council meeting. He encouraged the Councilors to submit all requests for appointments to him by April 22nd.
5. At 6:48 p.m., Councilors Leavy and Sloniker made a motion to adjourn the meeting. The motion carried.

Lorena Rae Stottler, City Clerk

www.beloitwi.gov

Date approved by Council: May 2, 2016

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Annual Applications for Beer/Liquor Licenses 2016-2017

Date: May 2, 2016

Presenter(s): Lorena Stottler

Department: City Clerk

Overview/Background Information: The laws defining and regulating the sale, procurement, dispensing and transfer of alcoholic beverages is regulated by Wis. State Stats Chapter 125 and Chapter 31 of the General Code of Ordinances for the City of Beloit. Annually, and premise engaging in the sale, procurement, dispensing and transfer of alcoholic beverages must make application to the City of Beloit for annual renewal of their appropriate liquor license(s).

ALL licenses shall expire on June 30 of each year and a renewal process is necessary to maintain operations. The renewal process in the Clerk's office begins March 15 when letters are mailed to current license holders with a renewal application (AT-115), Auxilliary Questionnaire (AT-103), instructions for filing with clerk and a list of applicable fees. They are asked to return the paperwork and pay the publication fee by April 15, 2016. The list is assembled and brought to Council for referral to the ABLCC upon which a recommendation to the City Council is made at the 1st meeting in June.

City Ordinance 31.04 – Approval by City Council states:

No new retail alcohol beverage license, other than a temporary Class "B" or "Class B" license, shall be granted except by a majority vote of the members present at a meeting of the City Council. In determining the suitability of an applicant, consideration shall be given to the responsibility of the applicant, the appropriateness of the location, the premises proposed and generally, the applicant's fitness for the trust to be reposed in him/her. In addition, the applicant shall possess the qualifications required by §125.04(5), Wis. Stats.

Key Issues (maximum of 5):

1. The Municipal Clerk is responsible for receiving all applications for timely referral to ABLCC
2. The Municipal Clerk must publish all applications (this list will publish May 6,7 & 9, 2016)
3. The ABLCC will act on this list at the May 10, 2016 regular meeting. Upon committee recommendation, this list will return to the Council for approval at the June 6 regular meeting.
4. The Municipal Clerk will issue check sheets and inspection forms to pertinent parties, collect all fees and upon successful completion of the application checklist, will issue a new annual license to be effective July 1, 2016 – June 30, 2017.
5. By July 15, 2016, the Municipal Clerk is responsible for submitting a list containing the name, address, trade name, type of license and name of agent to the Department of Revenue.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.): This conforms to Goals 2 & 3 supporting economic development, business retention and proactively partnering with businesses to promote a safe and healthy community.

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.): This does not apply

Action required/Recommendation: Refer to Alcohol Beverage License Control Committee for review and recommendation at their May 10, 2016 Regular meeting.

Fiscal Note/Budget Impact: Alcohol Licensing brings \$52,000 in revenues annually

Attachments: Listing of Businesses applying for Beer/Liquor Licenses for 2016-2017

NOTICE

APPLICATIONS FOR BEER/LIQUOR LICENSES 2016-2017

CLASS "B" BEER AND "CLASS B" LIQUOR

Alarm Box - Kathleen A. Davis, Business Address: 925 Fourth St., Home Address: 1326 Hackett St.

Alumni House. (Danny Hatch, Jr., Agent) Business Address: 863 Fifth St., Home Address: 1226 McKinley Ave.

Applebee's Neighborhood Grill & Bar - The Bloomin' Apple Beloit, LLC (Joshua Siebel, Agent) Business Address: 2680 Cranston Rd., Home Address: 334 S. Randall Ave., Janesville, WI

Bagels and More – Bagels & More, LLC (David J. Siekierski, Agent) Business Address: 324 State St., Home Address: 1632 Garfield Ave.

Beloit College - Pearsons Hall – Board of Trustees of Beloit College (John Winkelmann III, Agent) Business Address: 700 College St., Home Address: 626 Church St.

Beloit Snappers - Beloit Professional Baseball Association, Inc. (Timothy Hinds, Agent) Business Address: 2301 Skyline Dr., Home Address: 1974 Cleora Drive.

Bitters Pub – Ming Fong, Business Address: 1309 Madison Rd., Home Address: 1841 Garfield Ave.

The Brass Rail – CPRTB, LLC (Ryan Roberts, Agent) Business Address: 646 Fourth Street, Home Address: 2228 E. West Hart Rd.

Bucky's Bunker – D&D Buck LLC (Daniel B. Bucholtz, Agent), Business Address: 1611 Hackett St., Home Address: 3724 Oak Lane Dr.

Bushel and Peck's – Jacqueline Gennett & Richard Horbaczewski, Business Address: 328 State St., Home Address: W8473 Smock Valley Rd., Monroe, WI

Carom Room – Dave Coles, Inc. (David L. Coles, Sr., Agent) Business Address: 614 East Grand Ave., Home Address: 942 Division St.

Cartunes Grill & Bar - Cartunes Grill & Bar, LLC (Janet Lynn Keesey, Agent) Business Address: 2640 Prairie Ave., Home Address: 3045 South Petunia Lane

Clara Bo and Gatsby Wine Bar – The Hideout LLC (Scott Murray, Agent) Business Address: 1901 Liberty Ave., Home Address: 1517 Parker Ct., Janesville

Club Ballyhoo – Tilley's Pizza House, Inc. (Teresa M. Donovan, Agent) Business Address: 900 Fourth St., Home Address: 17137 Avon Townline Rd., Brodhead, WI

Coyotes Bar and Banquet – Coyotes of Rock Co. LLC (Brad Lawver, Agent) Business Address: 107 Dearborn St., Home Address: 711 Azalea Terr.

Deb's Town Club – Peterson's Town Club LLC, Debra E. Peterson, Business Address: 1900 St. Lawrence Ave., Home Address: 1925 Vernon Ave.

Diamond Lanes – Diamond Lanes, LLC (Daniel B. Bucholtz, Agent) Business Address: 1218 Cranston Rd., Home Address: 3724 Oak Lane Dr.

Domenico's - Domenico's Pizza and Restaurant, Inc. (Elsie Ekleberry, Agent) Business Address: 547 East Grand Ave., Home Address: 7642 N. Honeysuckle Lane, Edgerton

End Zone Bar & Grill - Sandra Manning-Brown, Business Address: 616 Fourth St., Home Address: 1127 Ridgeway St.

The Filling Station – Gopher's Filling Station, LLC (Wendy Talignani, Agent) Business Address: 1414 Cranston Rd., Home Address: 1738 Dell Dr.

The Grand Avenue Pub – JD Second Time Inc. (Gayle Schliem, Agent) Business Address: 132 West Grand Ave., Home Address: 2965 Grove St., Beloit

Grand Slam - Ruckert Investments, Inc. (Thomas A. Ruckert, Agent) Business Address: 173 West Grand Ave., Home Address: 2440 S. Clover Ln.

Holiday Inn Express – Beloit Express, Inc. (Liza Carrasco, Agent) Business Address: 2790 Milwaukee Rd., Home Address: 671 Yates Ave.

Jersey's Bar & Grill – Jerseys, Inc. (Tiffany Abraham, Agent) Business Address: 2770 Milwaukee Rd., Home Address: 1725 Burton St.

The Last Lap - Last Lap, Inc. (Bradley J. Sandmire, Agent) Business Address: 1028 Mary St., Home Address: 1206 Townline Ave.

Merrill & Houston's Steak Joint – Merrill & Houston's Steak Joint, LLC (Jayme Braatz, Agent) Business Address: 500 Pleasant St., Home Address: 2220 E. Easy St.

Mike's Roadhouse – Cupcake Investments, LLC (Michael J. Fink, Agent) Business Address: 614 Broad St., P. O. Box 272, Home Address: 1940 Fairfax Ave.

The Mouse Tavern & Restaurant - Mickey Mouse Tavern, Inc. (Thomas R. Roehl, Agent) Business Address: 1408 Madison Rd., Home Address: 755 Petunia Ln.

Palermo Enterprise LLC (Olsie Ekleberry, Agent) Business Address: 648 Fourth Street, Home Address: 7642 N. Honeysuckle Lane, Edgerton. **NOT OPEN YET – LICENSE PENDING COMPLIANCE**

Patti's Road Dawg Pub – PRD Saloon of Beloit, Inc. (Patti Vance, Agent) Business Address: 2956 Milwaukee Rd., Home Address: 5133 E. County Rd. S.

Pitchers Mound – Pitchers Mound LTD LLC (Robert Lee Lewis, Agent) Business Address: 2745 Prairie Ave., Home Address: 1924 Grandview Dr.

Pizza Hut – Rockford Pizza, LLC (Elliott Stubbendick, Agent) Business Address: 2787 Prairie Ave., Home Address: 612 N. Garfield Ave., Janesville

The Rock Bar & Grill - Hospitality on the Rock, Inc. (Jason A. Agate, Agent) Business Address: 101 Maple Ave., Home Address: 2734 Park Avenue

Rooney's Pub & Grub - Kline's Club 88, Inc. (Glenda G. Kline, Agent) Business Address: 65 Portland Ave., Home Address: 1948 Sun Valley Dr.

Royalty Lounge – Evans Group, LLC (Donta Evans, Agent) Business Address: 530 East Grand Ave., Home Address: 729 Central Ave.

Suds O'Hanahan's Irish Pub – Suds O'Hanahan's, Irish Pub, Inc. (Thomas L. Hankins, Agent) Business Address: 433, 435 East Grand Ave., Home Address: 1804 Henderson Ave.

The 615 Club – P and G of Beloit, Inc. (Gregory L. Hatley, Agent) Business Address: 615 Broad St., Home Address: 1710 Morgan Terr.

The Tavern – Copper Ivy LLC (Susan Hudson, Agent) Business Address: 1567 Madison Rd., Home Address: 2312 Turnberry Ct.

Thirsty Badger Bar & Grill – Draeving Companies LLC (Michael Draeving, Sr., Agent) Business Address: 2683 Prairie Ave., Home Address: 11836 S. Co. Rd. H, Beloit

Turtle Tap - Turtle Tap, LTD (Curtis Brannon, Agent) Business Address: 1344 East Grand Ave., Home Address: 2108 East Ridge Rd.

VFW Club – Mead-Allen Post #2306 Veterans of Foreign Wars of the United States (Steven Mayfield, Agent) Business Address: 2711 Afton Rd., Home Address: 2023 Jackson St.

CLASS "B" BEER AND RESERVE "CLASS B" LIQUOR

Alibi Bar & Grill – BRBK LLC, (Wendy K. Drake, Agent) Business Address: 1180 Madison Road, Home Address: 2115 S. Pow Wow Trail

Buffalo Wild Wings, Blazin Wings, Inc., (James Gleich, Agent) Business Address: 2747 Milwaukee Rd., Home Address: 1007 North Church Rd., Elkhorn

The Castle at 501 Prospect – Hourglass Media, LLC, (John Wittnebel, Agent) Business Address: 501 Prospect St., Home Address: 10320 W. County Rd. K, Beloit

Clancy's Sports Lounge & Grill – Clancy L. Smith, Business Address: 201 Short Street, Home Address: 204 Middle Street

Eclipse Event Center, LLC (Jayme Braatz, Agent) Business Address: 100 Eclipse Center, Home Address: 2220 Easy St.

Fiesta Cancun Authentic Mexican Restaurant of Beloit, Inc. (Jose Cortes, Agent) Business Address: 2648 Prairie Ave., Home Address: 6833 Chester Dr., Madison NO APPLICATION MADE as of 4.26.2016

La Casa Grande - Casa Grande, Inc. (Elsie Ekleberry, Agent) Business Address: 618 Fourth St., Home Address: 7642 N. Honeysuckle Lane, Edgerton

~~The Local Sports Bar and Grill – The Local, LLC (Aimee C. Marlette, Agent) Business Address: 443 East Grand Ave., Home Address: 1035 Pleasant St. CLOSED 3-15-2016~~

Lucy's #7 Burger Bar, LLC (Emily Hopper, Agent) Business Address: 430 East Grand Ave., Suite 102, Home Address: 10836 West County Road K, Beloit

Zen Sushi & Grill – Kyotai Corp. (Tai K. Park, Agent) Business Address: 430 East Grand Ave., Suite 101, Home Address: 408 S. Third St., Milwaukee

CLASS "A" BEER AND "CLASS A" LIQUOR

Aldi #48 - Aldi, Inc. (James Crouch, Agent) Business Address: 2780 Milwaukee Rd., Home Address: 946 Elm St.

Badger Spirits – Badger Spirits LTD (Alice Blue, Agent) Business Address: 2621 Prairie Ave., Home Address: 2077 S. Pow Wow Trail

Beloit Mobil on the Run – ND Gas, LLC (Syed Hussaini, Agent) Business Address: 2883 Milwaukee Rd., Home Address: 7819 W. State Rd. 81, Beloit **PENDING CLOSING on sale to Arp Petroleum.**

Beloit Mobil on the Run – Arp Petroleum, LLC, (_____, Agent) Business Address: 2883 Milwaukee Rd., Home Address: _____ **PENDING CLOSING on purchase from ND Gas**

Cornellier Superstore - Cornellier Limited (Brad Lee Lawver) Business Address: 2909 Ford St., Home Address: 711 Azalea Terrace

CVS Pharmacy #8534 – Wisconsin CVS Pharmacy, LLC. (Nancy Klatt, Agent) Business Address: 1063 Fourth St., Home Address: 1746 Dell Dr.

CVS Pharmacy #5600 – Wisconsin CVS Pharmacy, LLC (Debra Gajdosik, Agent) Business Address: 2149 Prairie Ave., Home Address: 6219 US Hwy 51 S., Janesville

Madison Road BP – Beloit Enterprises, Inc. (Pyarali Punjwani, Agent) Business Address: 1343 Madison Road, Home Address: 1940 Cleora Dr.

Piggly Wiggly – Guzman’s Supermarket, LLC (Miguel Guzman, Sr., Agent) Business Address: 1827 Prairie Avenue, Home Address: 5989 St. Lawrence Avenue

Tobacco Shack – Akshar Brahma, Inc. (Jignesh DeSai, Agent) Business Address: 1212 Cranston Rd., Home Address: 2777 N. Robinson Dr., #3

Wal-Mart Supercenter #2532 - Wal-Mart Stores East, LP (Leah R. Wampole., Agent) Business Address: 2785 Milwaukee Rd., Home Address: 420 E. Woodland Dr.

Walgreens #06096 – Walgreen Co. (Julie Punzel, Agent) Business Address: 1901 Prairie Ave., Home Address: 8824 S. Creek Road

Walgreens #12136 – Walgreen Co. (Jennifer Boyle, Agent) Business Address: 910 Broad St., Home Address: 945 Benton Ave., Janesville

Walgreens #11528 – Walgreen Co. (Tammy Patterson, Agent) Business Address: 1531 Madison Rd., Home Address: 1769 Virginia St.

Woodman’s Food Market - Woodman’s Food Market, Inc. (Peter J. Mentele, Agent) Business Address: 1877 Madison Rd., Mailing Address of Corporation: 2631 Liberty Lane, Janesville 53545-0741, Home Address: 2701 S. Paddock Rd.

CLASS "A" BEER

Beloit Citgo – Profuel Seven (Bethany Moore, Agent) Business Address: 1888 Shopiere Rd., Home Address: 1840 Chippewa Trl.

Beloit Mobil – Samra & Singh, Inc. (Harjinder S. Samra, Agent) Business Address: 1902 Shopiere Rd., Home Address: 1985 Pebble Dr. **(W/Cider)**

Casey's General Store #3316 – Casey's Marketing Company (Emma Manheim, Agent) Business Address: 2350 Cranston Rd., Home Address: 702 W. Burnett, Beaver Dam, WI **(W/Cider)**

Clark Gas Station – Bindi R Inc. (Jay Gravitt, Agent) Business Address: 903 Broad St., Home Address, 424 Prospect St. **(W/Cider)**

Dave's Bait & Tackle – David C. Huyck, Business Address 901 Bayliss Avenue, Home Address: 2013 Church Street

Liberty Mobil – S & S Express Mart, Inc. (Harjinder Samra, Agent) Business Address: 1407 Liberty Ave., Home Address: 1985 Pebble Dr. **(W/Cider)**

Mexico Dominicana - Mexico Dominicana, Inc. (Angel Rodriguez, Agent) Business Address 854 Henry Ave., Home Address: 1812 Grandview Dr.

Park Avenue Mart – Park Avenue Mart, Inc. (Harjinder Samra, Agent) Business Address: 1771 Park Ave., Home Address: 1985 Pebble Dr. **(W/Cider)**

Pilot Travel Center #289 – Pilot Travel Centers LLC (Brenda K. Boss, Agent) Business Address: 3001 Milwaukee Rd., Home Address: 1963 Pioneer Dr. **(W/Cider)**

Rollette Oil #1 - Rollette Oil Co., Inc. (Paul R. Simon, Agent) Business Address: 1451 Madison Rd., Home Address: 911 Suffolk Dr., Janesville **(W/Cider)**

Speedway #2086 - Speedway LLC Owned by MPC Investment LLC (Ann M. Edgecomb, Agent) Business Address: 1107 Liberty Ave., Home Address: 2185 Linway Dr. **(W/Cider)**

Speedway #4087 - Speedway LLC Owned by MPC Investment LLC (Susan C.Keough, Agent) Business Address: 148 Liberty Ave., Home Address: 825 Carolyn Dr. **(W/Cider)**

Speedway #4293 - Speedway LLC Owned by MPC Investment LLC (Sheryl LaTronico, Agent) Business Address: 2781 Milwaukee Rd., Home Address: 1931 Harrison Ave. **(W/Cider)**

Star Quick Mart – Tristar Beloit LLC (Pradip Patel, Agent) Business Address: 2158 Prairie Ave., Home Address: 2714 Sharon Dr.

Tex's Grocery – Tex's Grocery, LLC (Fred Papendorf, Agent) Business Address: 1909 St. Lawrence Ave., Home Address: 6395 W. Cleophas Rd.

CLASS "B" BEER

Beloit College Coughy Haus - Beloit College (Katie Marse, Agent) Business Address: 708 Clary St., Home Address: 700 College St., Box 203.

Taqueria Azteca – Ruben Rosas, Business Address: 1910 Shopiere Rd., Home Address: 2543 Sunshine Ln.

Tony & Maria's - Antonio Piccione, Jr., Business Address: 1181 Madison Rd., Home Address: 1201 Madison Rd.

The Turtle Tap, LTD - Turtle Baseball Association, Inc. (Curtis Brannon, Agent) Business Address: 136 Dearborn Ave., Home Address: 2108 E. Ridge Rd.

CLASS "B" BEER AND "CLASS C" WINE

Beloit Fine Arts Incubator – Beloit Fine Arts Incubator, Inc. (Ben Henthorn, Agent) Business Address: 520 East Grand Ave., Home Address: 1113 B Bushnell St.

Flying Pig – The Flying Pig Treat Shops, Inc. (Debra Nelson, Agent) Business Address: 431 East Grand Ave., Home Address: 1207 Liberty Ave.

Little Mexico of Beloit, LLC, (Adrian Cortes Pichardo, Agent), Business Address, 2787 Milwaukee Rd., Home Address: 141 Morris St., Pewaukee, WI 53072

Mama Lou's Shrimp & BBQ Smokehouse – Royal Enterprizes LLC (James H. Bennett, Jr., Agent) Business Address: 315 State St., Home Address: 410 Portland Ave. NO APPLICATION as of 4.26.2016

Noodles & Company – The Noodle Shop, Co.-Colorado, Inc. (Charles Haug, Agent) Business Address: 2900 Milwaukee Road, Home Address: 312 Columbus St., Sun Prairie,

Restaurant La Fuente, Jesus Garcia, Business Address: 946 Wisconsin Ave., Home Address: 946 ½ Wisconsin Ave. NO APPLICATION as of 4.26.2016

Salvador's Restaurant LLC, (Salvador Z. Sanchez, Agent) Business Address: 907 Bayliss Avenue, Home Address: 2112 Roosevelt Ave.

Vince's Pizza - Vince's Pizza, Inc. (Piera Gabriele-Parisi, Agent) Business Address: 1050 Hackett St., Home Address: 1111 Whipporwill Way **NEW AGENT**

APPOINTMENT OF NEW AGENTS

Class "B" Beer and "Class C" Wine

Vince's Pizza - Vince's Pizza, Inc. (Piera Gabriele-Parisi, Agent) Business Address:
1050 Hackett St., Home Address: 1111 Whippoorwill Way, Beloit **NEW AGENT**

Class "A" Beer

Beloit Mobil on the Run - Arp Petroleum LLC (_____, Agent) Business
Address 2883 Milwaukee Rd., Home Address: _____

Beloit Citgo – Profuel Seven (Bethany Moore, Agent) Business Address: 1888 Shopiere Rd.,
Home Address: 1840 Chippewa Trl.

CLASS "A" LIQUOR (CIDER ONLY)

Beloit Mobil – Samra & Singh, Inc. (Harjinder S. Samra, Agent) Business Address: 1902 Shopiere Rd., Home Address: 1985 Pebble Dr.

Casey's General Store #3316 – Casey's Marketing Company (Emma Monheim, Agent) Business Address: 2350 Cranston Rd., Home Address: 702 W Burnett St., Beaver Dam, WI

Clark Gas Station – Bindi R Inc. (Jay Gravitt, Agent) Business Address: 903 Broad St., Home Address, 424 Prospect St.

Liberty Mobil – S & S Express Mart, Inc. (Harjinder Samra, Agent) Business Address: 1407 Liberty Ave., Home Address: 1985 Pebble Dr.

Park Avenue Mart – Park Avenue Mart, Inc. (Harjinder Samra, Agent) Business Address: 1771 Park Ave., Home Address: 1985 Pebble Dr.

Pilot Travel Center #289 – Pilot Travel Centers LLC (Brenda Boss, Agent) Business Address: 3001 Milwaukee Rd., Home Address: 1963 Pioneer Dr.

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Speedway #2086 - Speedway LLC Owned by MPC Investment LLC (Ann M. Edgecomb, Agent) Business Address: 1107 Liberty Ave., Home Address: 2185 Linway Dr.

Speedway #4087 - Speedway LLC Owned by MPC Investment LLC (Susan Keough, Agent) Business Address: 148 Liberty Ave., Home Address: 825 Carolyn Dr.

Speedway #4293 - Speedway LLC Owned by MPC Investment LLC (Sheryl LaTronico, Agent) Business Address: 2781 Milwaukee Rd., Home Address: 1931 Harrison Ave.

RESOLUTION
AUTHORIZING THE SALE OF 715 W GRAND AVENUE TO THE
COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF БЕLOIT

WHEREAS, the City of Beloit purchased the property known as 715 W Grand Avenue with the intention of demolishing the building and returning the site to grass, and

WHEREAS, the Community Development Authority of the City of Beloit (CDA) is responsible for implementation and oversight of the Neighborhood Stabilization program (NSP), and the 715 W Grand Ave property is eligible for demolition under the NSP1 guidelines.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beloit, Rock County, Wisconsin, approves the attached Offer to Purchase to sell the property known as 715 W Grand Avenue, Beloit, Wisconsin to the CDA, and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute the Offer to Purchase and to further execute any other documents to implement the terms and conditions thereof, and to do all other things necessary in order to carry out the purposes of this resolution.

Adopted this 2nd day of May, 2016.

BELOIT CITY COUNCIL

David F. Luebke, President

ATTEST:

Lorena Rae Stottler, City Clerk

CITY OF БЕЛОIT



REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Sale of 715 W Grand Avenue to the Community Development Authority of the City of Beloit

Date: May 2, 2016

Presenter: Julie Christensen

Department: Community Development

Overview/Background Information:

The City of Beloit acquired the properties located at 715 W Grand and 349 Euclid in October 2015 for \$1.00. The property at 715 W. Grand is a blighted building that needs to be demolished. The remaining lot will be restored to grass and possibly sold to the neighboring property owner.

Key Issues (maximum of 5):

1. The Beloit City Council approved the purchase of 715 W Grand on October 5, 2016, with the intention of demolishing the building.
 2. This property is eligible under the Neighborhood Stabilization Program (NSP1) to be demolished with those grant funds.
 3. The Community Development Authority of the City of Beloit (CDA) is responsible for the implementation and oversight of activities and expenditures under the NSP1 grant program, therefore the CDA must own the property in order to utilize those funds.
 4. The CDA is proposing to purchase the property for \$1.00.
 5. If approved by City Council, the CDA will take action on the purchase of the property and award of demolition bids at its meeting on May 4, 2016.
-

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

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

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

- **Reduce dependence upon fossil fuels** N/A
 - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** N/A
 - **Reduce dependence on activities that harm life sustaining eco-systems** N/A
- Meet the hierarchy of present and future human needs fairly and efficiently** Transferring this property to the CDA and using grant funds to demolish the structure will allow the City to have funds remaining to purchase other properties and/or demolish other blighted structures.
-

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

Action required/Recommendation:

Staff recommends selling this property to the CDA.

Fiscal Note/Budget Impact:

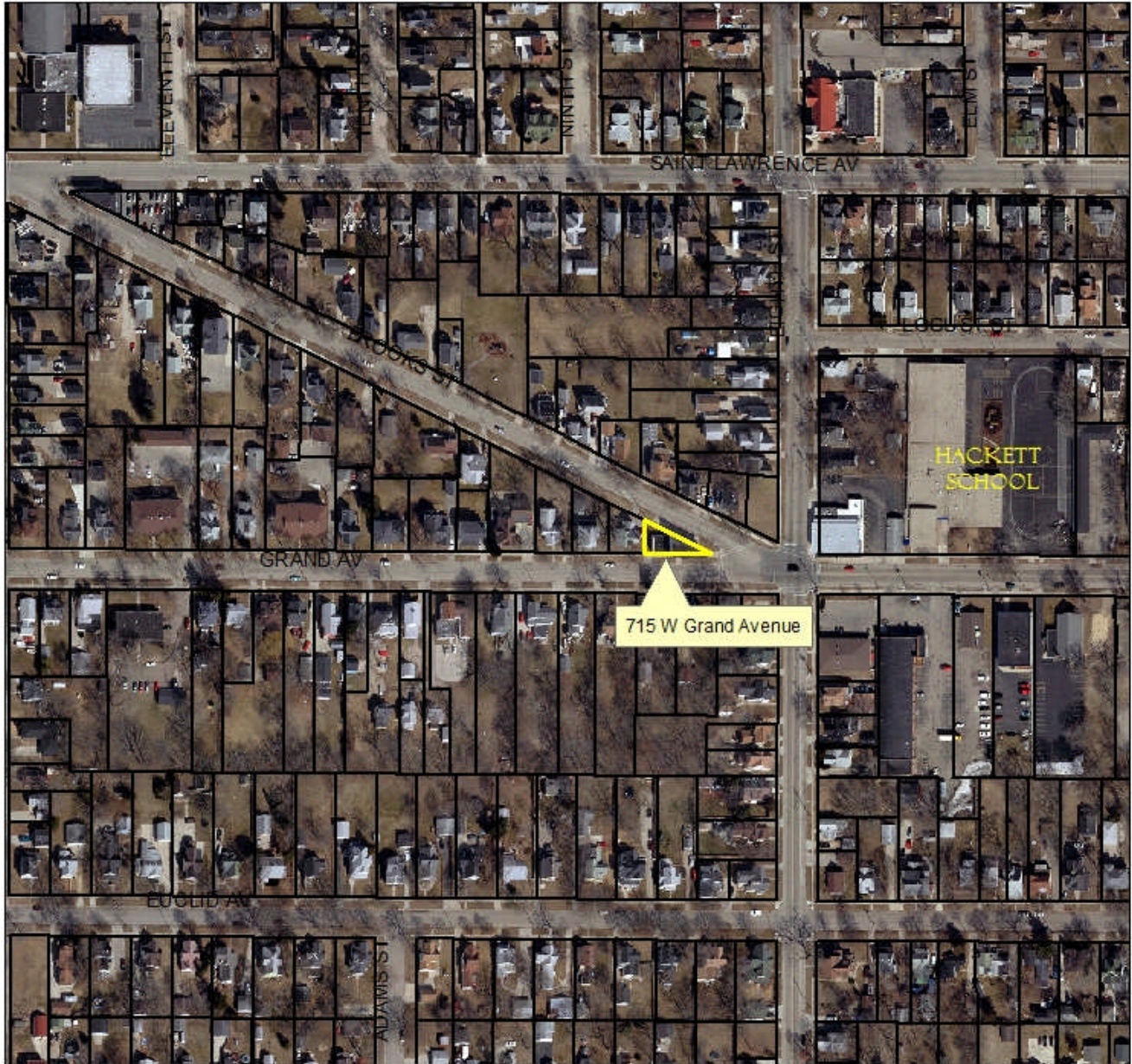
The City currently has NSP program income it must use, and this project is an eligible use of these funds. There will be no fiscal and/or budget impact to the City's budget.

Attachments:

Resolution, Offer to Purchase, Map of 715 W Grand Avenue and Photos of 715 W Grand Avenue

Location Map

715 W Grand Avenue



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

COMMUNITY DEVELOPMENT DEPARTMENT

PHOTOS OF 715 W GRAND AVENUE



WB-15 COMMERCIAL OFFER TO PURCHASE

1 ~~LICENSEE~~ DRAFTING THIS OFFER ON _____ [DATE] IS ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING BROKER)~~ (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, _____
4 _____, offers to purchase the Property known as [Street Address] _____
5 _____ in the _____
6 of _____, County of _____, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ PURCHASE PRICE: _____
9 _____ Dollars (\$ _____).

10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ _____ will be
11 mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____.

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: _____
16 _____
17 _____.

18 All personal property included in purchase price will be transferred by bill of sale or _____
19 _____.

20 ■ NOT INCLUDED IN PURCHASE PRICE: _____
21 _____
22 _____.

23 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded**
24 **by Seller or which are rented and will continue to be owned by the lessor.**

25 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.**

26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from**
28 **acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 _____.

31 Seller may keep the Property on the market and accept
32 secondary offers after binding acceptance of this Offer.

33 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

34 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
35 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
37 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
39 Seller's recipient for delivery (optional): _____
40 Buyer's recipient for delivery (optional): _____

41 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
42 Seller: (_____) Buyer: (_____)

43 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
44 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
45 line 47 or 48.

46 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
47 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
48 Delivery address for Seller: _____
49 Delivery address for Buyer: _____

50 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
51 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
52 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
53 electronic signatures in the transaction, as required by federal law.

54 E-Mail address for Seller (optional): _____
55 E-Mail address for Buyer (optional): _____

56 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____
59 and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and
61 _____

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

63 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §**
64 **709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real**
65 **estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied**
66 **the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.**

67 **CLOSING** This transaction is to be closed no later than _____
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____
71 _____

72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- 75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- 77 Current assessment times current mill rate (current means as of the date of closing)
- 78 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
79 known, multiplied by current mill rate (current means as of the date of closing)
- 80

81 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially**
82 **different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling**
83 **or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

84 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
87 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,
95 are _____

96 _____ Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: _____

106 _____ If "Time
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
110 _____
111 _____
112 _____
113 _____
114 _____
115 _____

116 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
117 _____
118 _____ [insert proposed use and type and size of building, if applicable; e.g.

119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
130 _____

131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

133 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____
137 _____ CHECK ALL THAT APPLY, for the Property for its proposed use described

138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

146 _____ STRIKE AND COMPLETE AS APPLICABLE Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map**
151 **when setting the deadline.**

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
158 _____ days of acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.

162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.

164 Rent roll.

165 Other _____
166 _____

167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.

174 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
225 the expected normal life of the premises.

226 **(Definitions Continued on page 6)**

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

227
228 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this
230 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
231 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly
232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
234 not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
236 maintain the term and amortization stated above.

237 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.**

238 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.
239 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest rate shall be
240 fixed for _____ months, at which time the interest rate may be increased not more than _____% per year. The maximum
241 interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal and interest may be adjusted to
242 reflect interest changes.

243 **If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286**
244 **or in an addendum attached per line 479.**

245 **NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that**
246 **purpose.**

247 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. **Buyer and Seller agree that**
250 **delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,**
251 **after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
252 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

253 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,**
254 **BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S**
255 **AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

256 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers
257 a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

258 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
259 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of
260 lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days
261 to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain
262 in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer
263 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

264 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's
265 funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written
266 verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage
267 financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for
268 purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this
269 Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

270 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense
271 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an
272 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless
273 Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not
274 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

275 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide**
276 **adequate time for performance.**

277 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
278 _____
279 _____
280 _____
281 _____
282 _____
283 _____
284 _____
285 _____
286 _____

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")(see lines 379-395)
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**
 300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**
 301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**
 302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

318 **EARNEST MONEY**

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
 320 is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**
 322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

TITLE EVIDENCE

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
346 _____

347 _____
348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain**
351 **improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use**
352 **other than the current use.**

353 ■ ~~TITLE EVIDENCE:~~ Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 ■ ~~GAP ENDORSEMENT:~~ Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE ONE~~ ("Seller's" if
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
362 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 ■ ~~TITLE NOT ACCEPTABLE FOR CLOSING:~~ If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
366 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
367 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 ■ ~~SPECIAL ASSESSMENTS/OTHER EXPENSES:~~ Special assessments, if any, levied or for work actually commenced prior to the date of this
373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current**
375 **services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees**
376 **for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,**
377 **sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street**
378 **lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense ~~STRIKE ONE~~
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

390 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
398 remedies.

399 If **Buyer defaults**, Seller may:

- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If **Seller defaults**, Buyer may:

- 403 (1) sue for specific performance; or
- 404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.

408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the
433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**
445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**
446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

450 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection (s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up**
458 **inspection(s).**

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

464 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

465 ■ **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____

476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.

479 **ADDENDA:** The attached _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] _____
481 _____ on _____.

482 Buyer Entity Name (if any): _____

483 (x) _____
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

485 (x) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

487 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____

489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

492 Seller Entity Name (if any): _____

493 (x) _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

495 (x) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] _____
498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials ▲ Date▲ Seller Initials ▲ Date ▲

**RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO A MEMORANDUM OF UNDERSTANDING
FOR MUTUAL AID AND FIRE SUPPRESSION SERVICES
WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES**

WHEREAS, the City of Beloit Fire Department has been a mutual aid partner to the Department of Natural Resources for Wildland and Forest Fire Protection; and

WHEREAS, the Wisconsin Department of Natural Resources provides funding and training for mutual aid partners through the Forest Fire Protection Grant Program; and

WHEREAS, the City of Beloit Fire Department provides fire protection for urban forestry, urban prairie restoration, natural wildland areas in our parks, and agricultural crops within our service area; and

WHEREAS, the City of Beloit will benefit from a continued mutual aid agreement with the Department of Natural Resources in protecting our City natural resources through grant programs and training; and

WHEREAS, the City of Beloit City Council desires to maintain this firefighting capacity; and

WHEREAS, the Beloit Fire Department has the capacity to fulfill this mutual aid agreement;

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Beloit is hereby authorized to enter into this Memorandum of Understanding for Mutual Aid and Firefighting Services and to execute any other documents necessary to effectuate the purpose of this resolution.

Adopted this 2nd of May, 2016.

City Council of the City of Beloit

David F. Luebke, President

Attest:

Lorena Rae Stottler, City Clerk

CITY OF BELOIT



REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR MUTUAL AID AND FIRE SUPPRESSION SERVICES WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES

Date: 05/02/2016

Presenter: Fire Chief Brad Liggett

Department: Fire Department

Overview/Background Information:

The fire department as a mutual aid partner for the Wisconsin Department of Natural Resources for many years. The MOU for this partnership expired December 31, 2015. This resolution renews the commitment the City of Beloit to provide for mutual aid services to the DNR and to set terms for reimbursement should a deployment occur. This MOU also makes us eligible for grant funding through the DNR Forest Fire Protection Program.

Key Issues:

1. The department has benefited from this agreement in the past. In the history of this partnership the City has not been deployed however we have received specialized firefighting equipment and protective clothing building our forestry and wildland firefighting capacity.
 2. The department has the means, training and equipment to comply with this MOU.
 3. There is no budget impact with this MOU expect when our resources would be deployed on a fire. These expenses are reimbursable under this agreement.
-

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

Approval of this request would conform with the cities desire to partner with other agencies to facilitate efficiency in department operations.

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

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

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

Action required/Recommendation:

Staff recommends approval.

Fiscal Note/Budget Impact:

NONE

Attachments:

Resolution Authorizing the City Manager to Enter Into the MOU
DNR MOU for Mutual Aid and Fire Suppression Services.

Notice: Collection of this information is authorized pursuant to s. 26.145, Wis. Stats.; Chapter NR 47, subch. I and VIII, Wis. Adm. Code; Cooperative Forestry Assistance Act of 1978, Section 10(b)2 as amended; and 16 U.S.C. 2101-2114. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records laws (ss. 19.32-19.39, Wis. Stats.).

Fire Department Information			
Fire Department Name City of Beloit - Fire Department		Check one <input type="checkbox"/> In DNR Fire Protection Area <input checked="" type="checkbox"/> In Cooperative Area	
Address 1111 Church Street		Phone Number (include area code) 608-364-2900	
City Beloit	State WI	ZIP Code 53511	Tax ID # 39-6005397
Agreement			

THIS AGREEMENT is entered into by and between the above-listed **City of Beloit** (the Fire Department), and the State of Wisconsin Department of Natural Resources (DNR), for the suppression of forest fires within each party's respective jurisdiction in DNR Protection Area and/or on land owned by the DNR (DNR Land) in Cooperative Area.

WHEREAS, s 26.11, Wis. Stats., vests the DNR with the power, authority, and jurisdiction in all matters relating to prevention, detection, and suppression of forest fires outside the limits of incorporated villages and cities and s. 23.09(4), Wis. Stats., and s. NR 1.23, Wis. Adm. Code, authorize the DNR to render assistance in case of emergencies.

WHEREAS, the DNR and the Fire Department pursuant to ss. 23.09, 23.11 and 26.11(4), Wis. Stats., desire to cooperate in the suppression of fires; it is agreed by and between the DNR and the Fire Department as follows:

1. DEFINITIONS

- a. "Cooperative Area" means the areas of the state outside the DNR Protection Areas where Fire Departments have primary forest fire initial attack responsibilities.
- b. "DNR Protection Area" are the areas of the state defined by ss. NR 30.01 and NR 30.02, Wis. Adm. Code, as intensive or extensive
- c. "Extended Attack" occurs when resources beyond those designated for initial attack must be dispatched to an incident or when extensive mop-up is required. This is generally when suppression efforts exceed one hour.
- d. "Forest Fire" means an uncontrolled, wild or running fire occurring on a forest, marsh, field, cut over or other lands or involving farm, city, or village property and improvements incidental to the uncontrolled, wild or running fire occurring on forest, marsh, field, cut over or other lands (as defined in s. 26.11(2), Wis. Stats.).
- e. "Incident Command System" means a set of personnel, policies, procedures, facilities, and equipment, integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS is a subcomponent of the National Incident Management System (NIMS), as released by the U.S. Department of Homeland Security in 2004.
- f. "Initial Attack" is defined as the first hour when suppression efforts are needed.
- g. "Non-reportable Fires" are those fires that:
 - i. Do not spread from predetermined limits;
 - ii. Cannot be found;
 - iii. Are false alarms;
 - iv. Are structural fires; or
 - v. Are vehicular fires.
- h. A project fire means an extended attack forest fire requiring state wide resource deployment by the DNR.
- i. "Reportable Fires" are all others not listed in sub. 1. d.

**Fire Department / DNR Memorandum
of Understanding for Mutual Aid and
Fire Suppression Services**

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- j. "Suppression" means the action of the responding agency(ies) beginning with initial attack and continuing through control of the forest fire, mop-up, and until the forest fire is out.
- k. "Unified Command" means a system of that enables institutions and agencies with different legal, geographic, and functional responsibilities to coordinate, plan, and interact effectively

2. RESPECTIVE RESPONSIBILITIES

- a. The DNR is responsible for the suppression of all forest fires and protection and suppression of any improvements threatened by forest fires as defined previously in section 26.11, Wis. Stats.
- b. DNR may assist the Fire Department when resources are available, as authorized by section NR 1.23, Wis. Adm. Code and section 26.11(1), Wis. Stats
- c. Within DNR Protection Areas, the DNR may request the assistance of the Fire Departments to provide forest fire suppression, as well as structural protection.
- d. Outside of DNR Protection Areas, in the Cooperative Areas, the Fire Departments may request the assistance of the DNR to provide additional resources and support in forest fire suppression and Fire Departments have been delegated the authority on DNR owned lands for fire suppression actions by virtue of this Agreement.
- e. Structural and vehicular fires are the responsibility of the Fire Department, but the Fire Department may request DNR equipment and personnel to assist with the structural and vehicular fire or when there is danger of a forest fire being caused by the structural or vehicular fire.

3. REPORTING FIRES

- a. The Fire Department agrees to make every effort to immediately notify the DNR of forest fires, or fires which may become forest fires that are burning or threatening DNR protection areas or DNR Lands. If immediate notification cannot be made, the Fire Department shall report the location of the fires, and the action taken, to the DNR as soon as possible, but no later than 24 hours from its knowledge of the forest fires.
- b. If the Fire Department is unable to contact the DNR, it shall take immediate, independent action to effectively put out the forest fire.
- c. If it is uncertain whether a reported forest fire is within a DNR protection area or on DNR land due to the fire's proximity to the boundary line, the Fire Department or DNR shall notify the other party. If the Fire Department or DNR is unable to contact the other party, it shall take immediate, independent action to effectively put out the forest fire, as soon as practicable. Thereafter it shall notify the other party and report the location of the fire and the action that was taken.
- d. The DNR agrees to notify the Fire Department through County Dispatch if they become aware of a structure or vehicular fire within the Fire Department's jurisdiction.

4. COMMAND AT FIRES

The Incident Command System will be used at all forest fires. When the Fire Department is the first to arrive at the scene of a forest fire within a DNR protection area or on DNR land, the Fire Department shall establish incident command and begin initial attack. Command of the incident may be transferred to a qualified DNR incident commander upon arrival. A Unified Command structure is encouraged when deemed appropriate. If DNR does not arrive on scene, or is called to another incident, the Fire Department shall maintain command of the forest fire until out.

5. OUTSIDE ASSISTANCE

A DNR designated employee shall be consulted when in attendance by the chief officer of the Fire Department before calling in additional crews and equipment or outside fire departments for forest fires originating and occurring in DNR protection areas or on DNR lands. The incident commander is responsible for releasing the additional crews or equipment as soon as possible.

6. EQUIPMENT AND PERSONNEL REQUIREMENTS

- a. The DNR and the Fire Department agree to have available and utilize firefighting units suitable for suppressing forest fires. Responding units should be equipped with forest fire fighting hand tools and equipment. All responding units shall be equipped with a radio that contains a common frequency with the local DNR fire units, such as "Fireground Blue."

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- b. It is recommended that Fire Departments respond to forest fires with firefighters that have successfully completed **BASICS OF WILDLAND FIRE SUPPRESSION FOR RURAL FIRE DEPARTMENTS** in accordance with NFPA 1051 standards, which is an 8 hour course taught by DNR personnel and available to all Fire Departments.
- c. Firefighters shall wear protective clothing on all forest fires. It is recommended that protective clothing meets the 1977 NFPA standard on protective clothing and equipment for forest fire fighting including, as a minimum, Nomex shirts, pants or coveralls, boots, hardhat or helmet, and leather gloves. Use of web belts and fire shelters are also recommended for additional protection. Structural turnout gear should be available on each unit for every firefighter in the event there is a structural fire.

7. FIRE SUPPRESSION SERVICES AND COMPENSATION

- a. The Fire Department agrees to provide suppression services on forest fires, if its resources are available, whenever it is requested to respond by DNR or through established dispatch procedures. The DNR agrees to provide suppression services on forest fires, when resources are available, if requested by the Fire Department or through established dispatch procedures.
- b. In DNR Protection Areas, Fire Department suppression services compensation applies to all forest fires occurring outside the limits of incorporated villages and cities.
- c. In Cooperative Areas, Fire Department suppression services compensation **only** applies to forest fires originating on DNR owned lands.

8. COMPENSATION

The Fire Department must choose one compensation option from each of the following response categories below. **Choose an option from each response category and check the selected option box.**

NOTE: The person(s) responsible for causing the forest fire may be billed by DNR for all suppression costs, including those incurred by the Fire Department, that are billed to DNR.

a. INITIAL ATTACK:

Compensation for providing **initial attack** forest fire suppression, (including building protection) on forest fires within the Fire Department's area of jurisdiction. Initial attack is defined as the first hour of forest fire suppression services. (Choose one):

- Option 1.** No payment for providing forest fire suppression on all initial attack forest fires.
- Option 2.** Receive payment for providing forest fire suppression on all initial attack forest fires.

b. EXTENDED ATTACK:

Compensation for providing **extended attack** forest fire suppression, (including building protection) on forest fires either in or outside the Fire Department's own area of jurisdiction. Extended attack is defined as forest fire suppression services after the first hour (Choose one):

- Option 1.** No payment for providing forest fire suppression on all extended attack forest fires.
- Option 2.** Receive payment for providing forest fire suppression on all extended attack forest fires.

9. BILLING PROCEDURE

- a. The Fire Department, township, or governing body agrees not to directly bill any landowner, responsible party or governmental body for forest fire suppression service costs paid by the DNR for services consistent with this Agreement.
- b. If the Fire Department bills the DNR for fire suppression costs; (a) the bill shall be prepared on the appropriate form, and (b) the bill shall be presented no later than 14 days following the date on which the fire suppression was completed. Failure to meet this deadline may jeopardize the payment of the bill.
- c. If the Fire Department submits a bill for services rendered in suppressing a forest fire it shall be paid by the DNR subject to the following limitations.

**Fire Department / DNR Memorandum
of Understanding for Mutual Aid and
Fire Suppression Services**

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- i. No payment will be made by DNR for runs that are not reportable forest fires. Examples include but are not limited to:
 - Burning activity covered by a legal burning permit.
 - Burning activity not covered by a legal burning permit but has not escaped control.
 - Cannot be found
 - False alarms
 - Structural fires
 - Vehicle fires
 - Cooking or warming fires
- ii. No payment will be made by DNR for forest fire suppression actions where the Fire Department provides no suppression services.

10. RECOMMENDED STAFFING

- a. The recommended staffing and equipment for initial attack forest fire suppression operations is as follows:
 - 1 4x4 brush rig (ICS Type 5-7 Engine);
 - 1 engine (or a tender (tanker) with pumping capabilities, ICS Type 1-4 Engines);
 - 6 forest fire trained firefighters
- b. During periods of very high or extreme fire danger, more personnel and equipment than listed above may be required for the initial response.
- c. Should the Fire Department respond with more than the recommended or requested dispatch, only that equipment and personnel needed and actually used for suppression will be compensated at the predetermined rate. Compensation for additional equipment and personnel may not be made to the Fire Department unless the DNR agrees it was reasonably necessary for suppression.

11. STAFFING FOR STRUCTURAL PROTECTION

Staffing and equipment dispatched for structural protection on project fires is Fire Department specific. A project fire means an extended attack forest fire requiring state wide resource deployment by the DNR.

12. PAYMENT

- a. SCHEDULE - Payment for engines and personnel used in forest fire suppression shall be made according to the following schedule:
 - (i) Engines that pumped for active forest fire suppression **\$75/hour**
 - (ii) ATVs, UTVs and similar equipment that pumped for active forest fire suppression **\$35/hour**
 - (iii) Fire Department personnel that provide suppression assistance on the fire. **\$10/hour**
- b. CALCULATION OF PAYMENT - Following the first hour of suppression service, bills submitted shall be calculated to the nearest ½ hour. Service begins when the engine leaves its station, and continues until it returns to its station when suppression action was taken by the Fire Department.

13. LIABILITY

The Fire Department, its employees, agents, and members, shall not be deemed employees or agents of the DNR for any purpose, including worker's compensation. Worker's compensation coverage for the employees, agents, and members of the Fire Department shall be provided by the Fire Department in accordance with section 102.07(7), Wis. Stats. In addition, the DNR shall not be liable for any damage to, or destruction of, vehicles or suppression equipment beyond that liability established in section 893.82 or 895.46, Wis. Stats., or as otherwise established by the State Claims Board and approved in accordance with statutes.

14. COORDINATION

- a. A written outline of routine communication procedures, notification procedures, together with maps and rosters of on-call personnel, should be jointly prepared by and between the Fire Department and the DNR.
- b. A current contact list of the names, addresses and telephone numbers of the DNR's Forestry personnel for the area described in the Agreement shall be developed.

**Fire Department / DNR Memorandum
of Understanding for Mutual Aid and
Fire Suppression Services**

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15. TERMINATION

This Agreement shall be binding upon the parties hereto until six months following written notice of termination by either party. Either party reserves the right to cancel this Agreement in whole or in part without penalty. The DNR reserves the right to cancel this Agreement in whole, or in part, without penalty, due to non-appropriation of funds or failure of the Fire Department to comply with the terms, conditions, or specifications described.

16. NONDISCRIMINATION

The DNR and The Fire Department agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, as described in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following; employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Fire Department agrees to post in conspicuous places, availability for employees and applications for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

17. ASSIGNMENT

, or the Fire Department,

This Agreement may not be assigned or subcontracted in part or in whole without written approval from the DNR and may only be changed or amended in writing.

18. PARTIES

- a. In this Agreement, the DNR and the Fire Department includes its successors, their respective officers, employees, agents, directors, subcontractors, assignees, partners, and representatives.
- b. This Agreement and its referenced parts and attachments, shall constitute the entire Agreement and previous Agreements, whether written or oral, are hereby superseded.

19. AMENDMENT

Any revisions must be made by an amendment to this Agreement or other written documentation, and signed by both parties. This Agreement shall commence upon its signing by both parties and continue until termination under paragraph 15.

20. AUTHORIZATION

Each person signing this agreement, personally warrants and represents that he or she is authorized by his or her principal to bind the party for whom he or she is signing.

DEPARTMENT OF NATURAL
RESOURCES For the Secretary

Signature of DNR Area Forestry Team Leader	Date Signed
--	-------------

Date Signed: _____
CITY OF БЕЛОIT

By: _____
Lori S. Curtis Luther, City Manager

ATTEST:

By: _____
Lorena Rae Stottler, City Clerk

APPROVED AS TO FORM:

By: _____
Elizabeth A. Krueger, City Attorney

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

By: _____
Eric R. Miller, City Comptroller

**RESOLUTION AUTHORIZING APPLICATION AND
ACCEPTANCE OF A FOREST FIRE PROTECTION GRANT FROM
THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND
AMENDING THE 2016 GENERAL FUND OPERATING BUDGET FOR THIS GRANT PROGRAM**

WHEREAS, the City of Beloit Fire Department is a mutual aid partner to the Department of Natural Resources for Wildland and Forest Fire Protection; and

WHEREAS, the Wisconsin Department of Natural Resources provides funding for mutual aid partners through the Forest Fire Protection Grant Program; and

WHEREAS, the City of Beloit Fire Department provides fire protection for urban forestry, urban prairie restoration, natural wildland areas in the parks, and agricultural crops within our service area ; and

WHEREAS, the equipment received through this grant program will improve the Fire department capacity to respond to this fire risk; and

WHEREAS, the Department of Natural Resources is committed to provide \$3,500 of matched grant funding for this project; and

WHEREAS, the City of Beloit adopted the 2015 Operating Budget on November 2, 2015 which included the operating costs for Fire & Rescue Services; and

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

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

BE IT FUTHER RESOLVED that upon receipt of the award the 2016 General Fund Operating Budget for Fire & Rescue shall be amended to permit the revenue and expenditure of funds for this grant program.

Revenue	Original	Amended	Difference
61666100-XXXX-XXXXX	0	\$3,500.00	+\$3,500.00
EXPENDITURES	Original	Amended	Difference
61666100-XXXX-XXXXX	0	\$3,500.00	+\$3,500.00

Adopted this 2nd day of May 2, 2016.

City Council of the City of Beloit

David F. Luebke, President

Attest:

Lorena Rae Stottler, City Clerk

CITY OF BELOIT



REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES FOREST FIRE PROTECTION GRANT AND AMMENDING THE 2016 BUDGET FOR EXPENDITURES UNDER THIS PROGRAM

Date: 05/02/2016

Presenter: Fire Chief Brad Liggett

Department: Fire Department

Overview/Background Information:

The fire department as a mutual aid partner for the Wisconsin Department of Natural Resources. As a mutual aid partner we are able to apply for and receive an equipment grant through the Forest Fire Protection Grant Program. The department intends to augment its capacity to fight urban forestry and vegetation fires with the purchase of a new firefighting skid. The Skid has a fire pump and water tank and can be deployed in the bed of a pick up or our department UTV.

Key Issues:

1. This grant requires a 50% match, funding is available in our department budget for this match.
 2. This is an annual grant the department has purchased hose, wildland firefighting clothing, a portable fire pump for boat fires on the river and rural water supply from creeks, and back pack water pumps for field fires.
 3. This equipment grant will allow us to more rapidly deploy larger amounts of water in remote areas for these types of fires.
-

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

Approval of this request would conform with the cities desire to partner with other agencies to facilitate efficiency in department operations.

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

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

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

Action required/Recommendation:

Staff recommends approval.

Fiscal Note/Budget Impact:

50% match of \$3,500.00, run out costs of equipment mechanical maintenance after warranteee period.

Attachments:

Resolution Supporting and Authorizing the Acceptance of DNR FFP Grant
Notice of Intent To Apply

NOTICE OF INTENT TO APPLY FOR EXTERNAL FUNDING

DEPARTMENT: Fire Department
DATE: April 8, 2016
FUNDING SOURCE: Wisconsin Department of Natural Resources
NAME OF GRANT: Forest Fire Protection Grant Program
AMOUNT of PROPOSED GRANT: \$7,000.00
LOCAL MATCH REQUIREMENTS: 50% (\$3,500.00)
APPLICATION PERIOD: Spring 2016
AWARD DATE: By October 15, 2016
PERFORMANCE PERIOD: NONE
MAINTENANCE OF EFFORT: NONE

The Wisconsin Department of Natural Resources provides funding for equipment through this grant program to agencies that provide Mutual Aid to the DNR for Forest Fire Protection. The Beloit fire department has been a mutual aid partner to the DNR for many years. This partnership increases the capacity of the BFD to be able to respond to Wildland Fires and Urban Forestry Fires in our service area and it establishes a supportive resource for the DNR in the event of a regional forest fire emergency. The Beloit fire Department intends to purchase a vegetation firefighting skid with fire pump, and water tank to be utilized on our department UTV and/or our department four wheel drive pick-up.

RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR USDA FARMERS MARKET PROMOTION PROGRAM GRANT

WHEREAS, the US Department of Agriculture (USDA) is accepting applications for the fiscal year 2016 Farmers Market Promotion Program with approximately \$13 million in funds available; and

WHEREAS, Downtown Beloit Association has successfully operated the Beloit Farmers' Market which is the second largest in the State of Wisconsin; and

WHEREAS, the Beloit Farmers' Market would be awarded between \$50,000 and \$250,000 to be used in a thirty-six month timeframe to increase the number of customers at the market.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Beloit, Rock County, Wisconsin, does hereby approve and authorize the City Manager to prepare and file an application for funds under this program in accordance with this resolution; and

NOW THEREFORE BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to sign all necessary documents on behalf of the City of Beloit.

Adopted this 2nd day of May, 2016

David F. Luebke, President
Beloit City Council

Attest:

Lorena Rae Stottler, City Clerk

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: US Department of Agriculture (USDA) Farmers Market Promotion Program

Date: May 2, 2016

Presenter(s): Shauna El-Amin, Executive Director, Downtown Beloit Association

Department(s): Economic Development

Overview/Background Information:

The Downtown Beloit Association (DBA) has successfully operated the Beloit Farmers' Market for many years, and the market itself is now celebrating its 51st year. The customer traffic has been increasing over time and in the last several years has been awarded as the second largest in the State of Wisconsin. Most recently, in 2015 the market has seen an average of 5,500 people each week. We would like to build our market by focusing on customers who are recipients of the Wisconsin and Illinois Food Stamp Programs known as SNAP and LINK respectively. Our market provides the freshest produce to consumers. We would focus the grant funds on marketing outreach, print materials, giveaway items, coupons and enhancement of our Information Booth, among other things.

Key Issues (maximum of 5):

1. The eligible project category is capacity building. This is intended to assist in development, improvement, and expansion of the market and is a thirty-six month grant cycle.
 2. Utilizing our resources, we plan to partner with many of the area organizations who have clients that receive the SNAP and LINK benefits, allowing people with fewer resources the opportunity to purchase fresh foods.
 3. The minimum award per grant for this type of program is \$50,000 and the maximum is \$250,000.
 4. The grant application must be received by USDA no later than May 12, 2016 to be considered for funding. Funding will be available for use beginning September 30, 2016.
-

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

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

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

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

- **Reduce dependence upon fossil fuels**
N/A
 - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
N/A
 - **Reduce dependence on activities that harm life sustaining eco-systems**
N/A
 - **Meet the hierarchy of present and future human needs fairly and efficiently**
The program will help the City to bring an additional resource to our quality of life.
-

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:

Approve the Resolution which authorizes the City Manager to prepare and submit the USDA application.

Fiscal Note/Budget Impact:

There will be no negative financial impact to the City of Beloit or the Downtown Beloit Association.

NOTICE OF INTENT TO APPLY FOR EXTERNAL FUNDING

DEPARTMENT: Economic Development, Downtown Beloit Association

DATE: April 13, 2016

FUNDING SOURCE: USDA

NAME OF GRANT: Farmers Market Promotion Program

AMOUNT OF PROPOSED GRANT: \$50,000 - \$250,000

LOCAL MATCH REQUIREMENTS: \$0.00

PURPOSE OF GRANT: To increase consumption of and access to locally and regionally produced agricultural products and to develop new market opportunities for farm and ranch operations serving local markets by developing, improving, expanding, and providing outreach, training, and technical assistance to domestic farmers markets or to assist in development improvement and expansion of domestic farmers markets.

Capacity building projects are intended to assist in development, improvement, and expansion of the farmers market to include; activity startup or expansion. This is a 36 month grant.

We started accepting SNAP and LINK, the Wisconsin and Illinois Food Stamp Programs, back in 2013 and have seen a significant increase in the transaction counts and customer counts since. We are planning to expand upon this program by offering coupons to recipients who attend the market for the first time. This will not only increase our general attendance numbers, but it will also increase the availability of fresh produce to consumers who otherwise would not have shopped at our market.

We also plan to increase marketing outreach, print materials, provide giveaway items and enhance our Information Booth.

Beloit Farmers' Market was recently awarded second in the State of Wisconsin by Discover Wisconsin. We are second only to Madison, WI which sees upwards of 10,000 visitors each week. Our market average in 2015 was 5,500 visitors.

ADDITIONAL INFORMATION CAN BE OBTAINED FROM:

Shauna El-Amin, Executive Director, Downtown Beloit Association
500 Public Ave., Beloit, WI 53511
608-365-0150
shauna@downtownbeloit.com