



**AGENDA
BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, June 20, 2016**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
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 and Regular meetings of June 6, 2016 (Stottler)
- b. Resolution approving **Change of Agent** on a Class “A” Beer and “Class A” Liquor (Cider only) License of Speedway LLC Owned by MPC Investment LLC, d/b/a Speedway #4087, located at 148 Liberty Avenue from Susan Keough to Jacob M. Olson for License period ending June 30, 2016 (Stottler) ABLCC recommendation for approval 7-0
- c. Resolution approving **Change of Agent** on a Class “B” Beer and Reserve “Class B” Liquor License for Fiesta Cancun Authentic Mexican Restaurant of Beloit WI, d/b/a Fiesta Cancun Mexican Restaurant, located at 2648 Prairie Avenue from Jose Cortes to De Vincente Lazaro for License period July 1, 2016- June 30, 2017 (Stottler) ABLCC recommendation for approval 7-0
- d. Resolution approving a new **Class “B” Beer and “Class B” Liquor License** for Wisco Kitchen, LLC, located at 302 State Street, Jacqueline Gennett, Agent for License period July 1, 2016- June 30, 2017 (Stottler) ABLCC recommendation for approval 7-0
- e. Resolution approving a new **Class “B” Beer License** for Taqueria Azteca Beloit LLC, located at 1910 Shopiere Road, Ruben Rosas, Agent for license period July 1, 2016- June 30, 2017 (Stottler) ABLCC recommendation for approval 7-0
- f. Resolution approving a new **Class “B” Beer and “Class B” Liquor License** for Zachariah Robert Davis, d/b/a The New Pop House, located at 863 Fifth Street, for license period July 1, 2016- June 30, 2017 (Stottler) ABLCC recommendation for approval 7-0
- g. Resolution approving a new **Class “A” Beer and “Class A” Liquor License** for Madison Road Mart, Inc., located at 1343 Madison Road, Harjinder Samra, Agent for the

License period July 1, 2016- June 30, 2017 (Stottler) ABLCC recommendation for approval 7-0

- h. Resolution approving a renewal **Class “A” Beer and “Class A” Liquor License** for ND Gas, LLC, d/b/a Beloit Mobil on the Run, located at 2883 Milwaukee Road, Syed Saiful Jawad Hussaini, Agent for the license period July 1, 2016- June 30, 2017 (Stottler) ABLCC recommendation for approval 7-0
- i. Resolution Authorizing Final Payment of Public Works Contract **C15-11, Colley Road Interceptor Lining** (Flesch)
- j. Application for Installation of a new **Monument Sign at the Krueger Municipal Pool** (Christensen) Refer to Plan Commission
- k. Resolution approving the 2015 Wastewater Utility Wisconsin DNR **Compliance Maintenance Annual Report** (Mathos)
- l. Resolution Authorizing the City Manager to apply for **Visit Beloit’s Community Improvement Grant** (El-Amin)

7. ORDINANCES

- a. Proposed Ordinance to amend Sections 7.06(2)(c)1, 7.065, 14.02(9), 14.06(1), (2), (3), (4), (6), and 25.04(4)(d) of the Code of General Ordinances of the City of Beloit pertaining to **Rental Unit Inspection Program and Rental Registration Certificates** (Christensen) Second Reading
- b. Proposed Ordinance to create Sections 14.03(3g) and (12)(bg), and to amend Section 25.04(4)(c) of the Code of General Ordinances of the City of Beloit pertaining to **Possession/Use of Illegal Fireworks** (Molland) First reading, suspend rules for Second Reading.

8. APPOINTMENTS

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

a. **Alcohol Beverage License Control Committee**

Incumbent Dennis Baskin, Beloit School District’s Representative for the 2016-2017 school year

b. **Equal Opportunities Commission**

Incumbent Steve Howland to a term ending June 30, 2019

Incumbent Jennifer L. Perreault to a term ending June 30, 2019

Incumbent Mary Weaver to a term ending June 30, 2019

c. **Municipal Library Board**

Shelly Cronin, 1719 Emerson St. (replacing Nora Gard) as Beloit School District’s Representative for the 2016-2017 school year

Martin Densch, 2796 E. Ridge Rd. (replacing Barbara A. Millsap-Morrow) to a term ending June 30, 2019

Incumbent Angela P. Moore to a term ending June 30, 2019

Incumbent Samantha Johnson to a term ending June 30, 2019

d. Park, Recreation & Conservation Advisory Commission

Shelly Cronin, 1719 Emerson St. (replacing Laurie Endres) as Beloit School District's Representative for the 2016-2017 school year

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

10. CITY MANAGER'S PRESENTATION

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Resolution authorizing **Schedule of Fees and Charges** for Residential Rental Unit Inspections and Annual Rental Registration Certificates (Christensen)
- b. Resolution approving **Mutual Cooperation Agreement** with the City of Janesville, The City of Edgerton, The City of Evansville, The City of Milton, The Village of Clinton, The Village of Footville, The Village of Orfordville, and the County of Rock Including Political Subdivisions Therein, to form a Federal Home Program Consortium (Christensen)
- c. Resolution Committing **HOME Funds to Community Action Inc.**, for 2017-2021 Fresh Start Projects in Beloit (Christensen)
- d. Resolution authorizing the School District of Beloit an extension for outstanding **Special Assessments** at 2231 Trevino Court, Beloit Wisconsin (Krueger)
- e. Resolution Authorizing the **Sale of a Portion of City-Owned property at 1601 Gateway Boulevard** to New Leaf Homes, LLC (Christensen)
- f. Resolution authorizing the City of Beloit to apply for the **2016 Community Oriented Policing Services (COPS) Hiring Grant** and Increase the Police Department's Authorized Strength to Seventy-Six with Notice of a Successful Application (Luther)

12. ADJOURNMENT

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

Dated: June 15, 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.



PROCEEDINGS OF THE BELOIT CITY COUNCIL

Special Meeting

City Hall - 100 State Street, Beloit, WI 53511

4th floor City Manager's Conference Room

Monday, June 6, 2016

Presiding: David F. Luebke

Present: Sheila De Forest, Regina Dunkin, Regina Hendrix (arrived at 6:05 p.m.) Kevin Leavy, Mark Preuschl
and Marilyn Sloniker (arrived at 6:07 p.m.)

Absent: None

1. President Luebke called the meeting to order at 6:00 p.m.
2. Councilors De Forest and Preuschl made a motion to convene in closed session pursuant to section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved namely *Hansen, et al v. City of Beloit, 2016-CV-412*. Motion carried on a vote of 5-0. (Councilors Hendrix and Sloniker arrived at 6:05 and 6:07 p.m.)
3. Councilors Sloniker and Hendrix made a motion to adjourn at 6:35p.m. Motion Carried.

Lorena Rae Stottler, City Clerk

www.beloitwi.gov

Date Approved by City Council: June 20, 2016



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, June 6, 2016

Presiding: David F. Luebke
Present: Sheila De Forest, Regina Dunkin, Regina Hendrix, Kevin Leavy, Mark Preuschl, Marilyn Sloniker
Absent: None

1. President Luebke 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
4. PUBLIC HEARINGS
 - a. Director of Transit, Michelle Gavin, presented a resolution authorizing the City Manager to implement Phase 1 of the Transit Development Plan. Ms. Gavin explained that the Federal Transit Administration (FTA) requires all FTA-funded activities to be included in a continuing, comprehensive, and cooperative (3C) multimodal transportation planning process. The Transit Development Plan (TDP) satisfies these requirements for the Beloit Transit System and should be updated every five years. The City Council accepted the plan in November 2015. Staff has facilitated several open houses which were open to the public to discuss the recommendations. 30 days' notice of this public hearing was provided in conformance with the "*BTS Fare Policy and Public Participation Procedures*." At this time, staff is requesting to implement the recommendations with regard to routes and schedules found in Phase 1 of the TDP. Additionally, and as a result of additional passenger feedback, staff is recommending that the City Council approve some minor modifications to the proposed route map and are included on the map titled "June 2016: BTS Staff Proposed Modifications," attached Exhibit A and incorporated herein by reference. President Luebke opened the Public Hearing. Two citizens spoke in reference to the need for the routes to meet the needs of residents in their neighborhood. Prisha Gustina, inquired about the 200-300 block of W. Grand, Hackett to Highland and back up to McKinley. Another citizen was concerned about walking distance as she is disabled and cannot walk far. President Luebke asked Ms. Gavin to meet with these citizens at the conclusion of the hearing to discuss their concerns. Councilors De Forest and Sloniker made a motion to adopt the Resolution. Motion carried. File 5185
5. CITIZEN PARTICIPATION
 - a. Sam Liebert, 331 N. Terrace Street, Janesville, complimented the City on their nice council chambers and introduced himself as the City of Janesville Council President as well as a candidate for Rock County Clerk. He invited the City to build a stronger relationship between Janesville and Beloit whether it is through shared resources or social events.
 - b. Daniel Schooff, 1955 Pebble Drive, Beloit addressed the Council in support of the proposed Ordinance to amend sections of the Code of General Ordinances pertaining to Rental Unit Inspection Program and Rental Registration Certificates that is on the agenda later tonight. Nearly one quarter of faculty and staff as well as many college students live in rental units in the City and from the College perspective, they urge the inspection program to maintain quality and safe homes here in the City.

6. CONSENT AGENDA

Councilor De Forest requested to have item 6.h be removed from the consent agenda. Councilors Leavy and Dunkin made a motion to adopt the consent Agenda items 6.a – 6.g and 6.i – 6.l.. Motion carried.

- a. The Minutes of the Special and Regular meetings of May 16, 2016 were approved.
- b. An application for a new Class “B” Beer License for Taqueria Azteca Beloit LLC, located at 1910 Shopiere Road, Ruben Rosas, Agent for license period July 1, 2016- June 30, 2017 was referred to ABLCC. File 8721
- c. An application for a new Class “B” Beer and “Class B” Liquor License for Zachariah Robert Davis, d/b/a The New Pop House, located at 863 Fifth Street, for license period July 1, 2016- June 30, 2017 was referred to ABLCC. File 8721
- d. An application for a new Class “A” Beer and “Class A” Liquor License for Madison Road Mart, Inc., located at 1343 Madison Road, Harjinder Samra, Agent for the License period July 1, 2016- June 30, 2017 was referred to ABLCC. File 8721
- e. An application for a renewal of a Class “B” Beer and “Class C” Wine License for Royal Enterprizes LLC, d/b/a Mama Lou’s Shrimp & BBQ Smokehouse, located at 315 State Street, James H. Bennett, Jr., for license period July 1, 2016-June 30, 2017 was referred to ABLCC. File 8721
- f. A Resolution approving Renewal of Alcohol Beverage Licenses for Licenses for License Period July 1, 2016- June 30, 2017 was adopted. File 8721
- g. A Resolution approving the Renewal of an Annual Mobile Home Park License for the Property located at 2601 Colley Road was adopted. File 8124
- h. Community Development Director, Julie Christensen, presented a resolution approving Addendum No. 1 to Kadlec Drive Condominium Plat located at 2660 Kadlec Drive. Harris & Associates, on behalf of DMW Development, has submitted the attached Condo Plat, which is officially known as Addendum No. 1 to Kadlec Drive Condominium Plat, for the property located at 2660 Kadlec Drive. The proposed Condo Plat includes the construction of 42 additional units in five additional buildings to complete the Kadlec Drive Condominium project.

This project was originally approved and zoned as a Planned Unit Development (PUD) in 2006, and the attached PUD Resolution authorizes up to 48 condo units. In 2007, the developer obtained approval of a Condo Plat for only 36 units. The developer constructed the first 6-unit condo building before discontinuing this development during the recession. The proposed change to the condo plat is consistent with the property’s existing PUD zoning classification, and no additional zoning actions are necessary.

Of the five proposed buildings, four are 8-unit buildings and one is a 10-unit building. All of the proposed units are two-stories in height with an attached garage and a patio facing the internal pond. Additional accessory features include a mailroom building, maintenance garage, and visitor parking stalls. The applicant recently submitted site plans, which are being reviewed by City staff. Public facilities and infrastructure exist in this area and the properties receive the full range of municipal services. The Assessor’s Office has reviewed the plat and has noted that unit addresses may need revision. The City’s other Review Agents have reviewed the plat and have not submitted any comments or concerns.

The Plan Commission reviewed the proposed Condo Plat on May 18, 2016 and voted unanimously (5-0) to recommend approval, subject to two conditions.

Councilor De Forest asked if the neighborhood was noticed on this issue. She voiced concern that the plan was approved in 2006-2007 before she was on the council and has since heard concerns in that neighborhood pertaining to housing density. The proposed drawings appear to Councilor De Forest to be architecturally low end, low quality condos that are placed on high density property. She is concerned they won’t be sold and wind up as rentals. She expressed she will be voting against. Ms. Christensen explained that these condos will be rental to start and tonight’s vote is on land use, not whether the property is owner occupied or rental. She addressed the density concern by stating that single family residential density is 5 units per acre for R1A and up to 7.2 units per acre for R1B. This development is 5.3 units per acre, which is closer to a single family density and well within the range.

Councilors De Forest and Leavy made a motion to lay this item over to the next meeting to make sure residents are made aware. Councilor Leavy inquired about the timeframe for the developer, DMW Development. Tom Wood of Harris and Associates representing the developer explained this project has been 9 years in the making and expressed that they would like to move as quickly as possible. Councilor Dunkin said she toured the area and that they don’t appear low end or low quality

to her. President Luebke said he's been out to that development many times and he's impressed with the building that is there. He asked about the main access road and shared concern that people go through neighborhoods to get through and would like to see more direct access. Tom Wood explained that the most substantial change from the existing building is that the existing building is a 6-unit single story ranch and the new condos will be two-story townhomes with individual attached parking. The motion failed 1-6, with councilor De Forest voting in favor.

Councilors Leavy and Hendrix made a motion to adopt the resolution as presented. Motion carried with Councilor De Forest voting against. File 8242

- i. A Resolution awarding Public Works Contract C16-13, Stateline Road Sewer and Water Extension was adopted. File 8716
- j. A Resolution awarding Public Works Contract C16-03, Rehab of City Owned Parking Lots was adopted. File 8716
- k. A Resolution awarding Public Works Contract C15-10, Canterbury Crossover was adopted. File 8698
- l. A Resolution authorizing Final Payment of Public Works Contract C15-24, Inman Sewer Extension was adopted. File 8698

7. ORDINANCES

- a. Community Development Director, Julie Christensen, presented proposed Ordinance to amend Sections 7.06(2)(c)1, 7.065, 14.02(9), 14.06(1), (2), (3), (4), (6), and 25.04(4)(d) of the Code of General Ordinances of the City of Beloit pertaining to Rental Unit Inspection Program and Rental Registration Certificates for a first reading. 2015 Wisconsin Act 176 was enacted in March 2016. The Act includes various provisions which affect the city's rental dwelling permit program. Due to the Act, several changes are recommended to be made to the Municipal Code. They are discussed further below:

- The proposed ordinance renames the title of the document issued to property owners from annual "rental dwelling permit" to an annual "rental registration certificate" in various sections of the Municipal Ordinance.
- Section 2 provides a clearer explanation of the fees being charged for the Rental Inspection Program.
- Section 4 provides the rationale for the Rental Inspection Program that the City currently administers.
- Section 5 removes the provision which allowed the City to suspend the Rental Registration Certificate for failure to allow a rental inspection.
- Section 6 specifies the late fee amount will be established by City Council resolution. Currently, we follow the language in Section 14.012 which specifies that a late fee of \$5 or 20 percent of the license, whichever is greater. The fee resolution which is also on your agenda includes the same late fee that we currently are charging under this section of code.
- Finally, Section 12 specifies how we will transition from the Rental Dwelling Permit to the Rental Registration Certificate.

Councilor De Forest stated that due to a pending lawsuit she is not at liberty to explain why she will be voting against this Ordinance. Councilors Leavy and Preuschl made a motion to lay the Ordinance over to the next meeting. Motion carried 6-1 with Councilor De Forest voting against. File 5130

8. APPOINTMENTS - None

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor De Forest thanked all the volunteers that made Vets Roll possible. Attended the BHRSC and the CCJC meeting at the County. She attended the neighborhood BRAVE meeting and thanked those volunteering. Attended the Rock River Coalition meeting and recognized Bill Frisbee for collecting data on the river on the water quality. Went to the dedication of the computer lab at the Boys & Girls Club. She loved the Parade and thought it was wonderful. She met with the new Municipal Court Judge and is looking forward to working with her on addressing her concerns. She visited both Big Hill Park and Turtle Park several times and she's excited about the bike path dedication that will join the Janesville and Beloit communities.
- Councilor Sloniker attended the parade and the retirement celebration for Steve Givhan.

- Councilor Dunkin had the opportunity to attend the Serenity Garden ground breaking at Horace White Park that was given by the Family Service Association. She had a chance to tour some areas of Beloit with Community Development Director Julie Christensen and was grateful for her assistance. She also went on a tour of the Beloit Fire Department and Beloit Police Department with both chiefs and stated there are a lot of great city staff working hard every day to provide the best services to the citizens. She was happy to learn about the City of Beloit's wellness initiative called W.O.W. where a group of dedicated employees seek to assist all city staff with health and wellness in the areas of physical, emotional, spiritual, occupational, intellectual and social health. She attended the computer lab dedication and publicly thanked the Caldwell's for giving back to their community. She thanked several individuals who invited her to speak at the peace rally. She walked in the Memorial Day parade with other council members and really enjoyed honoring military heroes.
- Councilor Hendrix encouraged citizens to watch the video on the new trash bins online at <http://www.automatebeloit.com/>.
- Councilor Leavy thanked the Public Works department for their hard work getting the new bins out and getting the new process going. He encouraged everyone to be patient.
- Councilor Preuschl attended the Memorial Day remembrance ceremony at the cemetery. He also attended the first west side listening session with the Beloit Police Department. He's excited about the ribbon cutting of the new bike trail. He encouraged citizens to be patient with the rollout of the new trash bins and pickup schedule as everybody acclimates to a new process.
- President Luebke enjoyed walking in the parade with the other councilors and is proud to be a part of this team he's on. He attended the promotional ceremony of four officers to Detectives and one to Sergeant. He is pleased to see the dedicated staff members stepping into these roles. He congratulated the individuals and thanked them for serving the citizens of Beloit.

10. CITY MANAGER'S PRESENTATION

- a. Beloit Public Library Director, Nick Dimassis, presented the many events for the Summer Library Programs. All of this information can be found online at <http://www.beloitlibrary.org/>. There are programs for children, teens and adults so check it out!

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Public Works Director, Greg Boysen, presented a resolution authorizing the City Manager to enter into a State/Municipal Agreement with the Wisconsin Department of Transportation for a Transportation Economic Assistance (TEA) Grant for the reconstruction of Colley Road, East of Gateway Boulevard. In December of 2014, the City entered into development agreements for the development of Pratt Industries, Inc. in the Gateway Business Park. The agreements required the City to apply for a TEA Grant to assist in the payment for public roadway improvements next to the development site. The application was approved and now the attached State/Municipal agreement is necessary to finalize the financial participation between the Wisconsin Department of Transportation and the City of Beloit. The attached resolution authorizes the City Manager to execute the attached agreement which will allow for the design to be finalized and the bidding and construction process to proceed. Pratt Industries has committed to creating 140 new jobs at their new facility. This allows for \$700,000 in TEA Grant funding. This project was included in the 2016 Capital Budget anticipating TEA Grant funding and is in TIF 10. The estimated design and construction costs for this project are \$1,556,350. The agreement requires the State to contribute 50% of the eligible costs up to \$700,000 with the balance being funded by the City of Beloit. Councilors De Forest and Dunkin made a motion to adopt the resolution as presented. Motion carried. File 8670

12. Councilors Hendrix and Preuschl made a motion to adjourn at 8:30 p.m. Motion Carried.

Lorena Rae Stottler, City Clerk

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

WHEREAS, the Agent of record for Speedway LLC Owned by MPC Investment LLC, d/b/a Speedway #4087, located at 148 Liberty Avenue if Susan Keough; and

WHEREAS, Speedway LLC Owned by MPC Investment LLC, has requested and the Alcohol Beverage License Control Committee has recommended that the Agent be changed to Jacob M. Olson.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beloit that the Agent for the alcohol beverage license for Speedway LLC Owned by MPC Investment LLC, d/b/a Speedway #4087, located at 148 Liberty Avenue, is hereby changed to Jacob M. Olson

Dated this 20th day of June, 2016.

BELOIT CITY COUNCIL

David F. Luebke, City Council President

Attest:

Lorena Rae Stottler, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Resolution approving **Change of Agent** on the Class "A" Beer and "Class A" Liquor (Cider only) License Speedway 4087, located at 148 Liberty Avenue, Beloit from Susan Keough to Jacob M. Olson.

Date: June 20, 2016

Presenter(s): Lorena Rae Stottler

Department: City Clerk

Overview/Background Information:

Speedway 4087, located at 148 Liberty Avenue, in the City of Beloit has requested that Jacob M. Olson be appointed the new agent for the license period July 1, 2016 to June 30, 2017.

Key Issues (maximum of 5):

1. Speedway 4087 located at 148 Liberty Avenue, in the City of Beloit, has appointed Jacob M. Olson as Agent via corporate letter dated May 12, 2016, replacing Susan Keough who apparently resigned her position without giving notice.
2. A complete application with fees has been submitted to the Clerk's office and is being placed on the June 14th ABLCC agenda for consideration. The Committee recommends approval of agent by a vote of 7-0.
3. Captain Risse certified that he checked municipal and state criminal records and to the best of his knowledge, with the available information, the character, record and reputation are satisfactory and therefore, has no objection to the agent appointment.
4. Attorney Krueger asked Mr. Olson to reaffirm his answer to question #9 on his supplemental questionnaire for agents which asks if he understands that he can be personally given citations by the Police Department for such things as underage sales, open after hours or other related violations, even when he is not on the premises. Mr. Olson reaffirmed that he understood this responsibility.

Conformance to Strategic Plan: N/A

Sustainability:

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

Action required/Recommendation:

Staff recommends that City Council approve of the Change of Agent.

Fiscal Note/Budget Impact: N/A

Attachments:

Resolution, Schedule of Appointment and Auxiliary Questionnaire

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

Submit to municipal clerk.

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

To the governing body of: Town
 Village of Beloit County of Rock
 City

The undersigned duly authorized officer(s)/members/managers of Speedway LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Speedway 4087
(trade name)

located at 148 Liberty Avenue, Beloit, WI 53511

appoints Jacob Michael Olson
(name of appointed agent)
1137 Hinsdale Avenue, Beloit, WI 53511
(home address of appointed agent)

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

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

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

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

Place of residence last year 1137 Hinsdale Avenue, Beloit, WI 53511

For: Speedway LLC dba Speedway 4087
(name of corporation/organization/limited liability company)

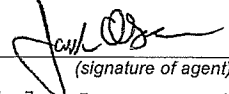
By:  David E. Ball, Secretary Speedway LLC
(signature of Officer/Member/Manager)

And:  Ronald L. Edmiston, Treasurer Speedway LLC
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Jacob M. Olson, hereby accept this appointment as agent for the
(print/type agent's name)

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

 Agent's age _____
(signature of agent) _____ (date)
1137 Hinsdale Avenue, Beloit, WI 53511 Date of birth _____
(home address of agent)

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

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

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

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

| | | | | | |
|---|--|--------------|--|----------------|--|
| Individual's Full Name (please print) (last name) | | (first name) | | (middle name) | |
| OLSON | | JACOB | | M | |
| Home Address (street/route) | | Post Office | | City | |
| 1137 HINSDALE AVENUE | | | | BELOIT | |
| Home Phone Number | | Age | | Date of Birth | |
| 608-362-0805 | | | | | |
| | | | | State | |
| | | | | WI | |
| | | | | Zip Code | |
| | | | | 53511 | |
| | | | | Place of Birth | |
| | | | | | |

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Jacob M. Olson, Agent of Speedway LLC
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

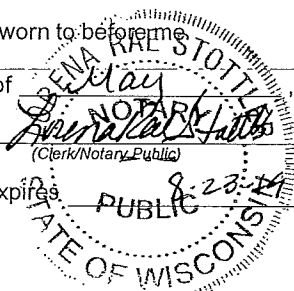
1. How long have you continuously resided in Wisconsin prior to this date? Lifetime resident
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county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

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

| | | | |
|-----------------|------------------------------------|---------------|---------|
| Employer's Name | Employer's Address | Employed From | To |
| Speedway LLC | PO Box 1500, Springfield, OH 45501 | July 2015 | Present |
| Employer's Name | Employer's Address | Employed From | To |
| Rogan's Shoes | Beloit, WI | | |

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

Subscribed and sworn to before me
this 27 day of May, 2016



Jacob M. Olson
(Signature of Named Individual)
Jacob M. Olson, Agent for Speedway LLC

My commission expires _____



SUPPLEMENTAL QUESTIONNAIRE
FOR AGENTS

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

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

QUESTIONS

1. The law requires that the entity appointing you as agent vest in you, by properly authorized and executed written delegation, full authority and control of the premises described in the license or permit of the entity, and of the conduct of all business on the premises relative to alcohol beverages, that the licensee or permittee could have and exercise if it were a natural person. Please state in your own words how you intend to fulfill those duties and exercise your authority.
2. Please describe any previous experience you have had in retail alcohol sales. *N/A*
3. Please state how many other people will be under your supervision and engaged in alcohol beverage business. *8*
4. Please describe what type of training you will offer to those under your supervision, describe whether the training will be ongoing and attach any written training materials or policy manuals you intend to rely on. *Complete training and I'll make sure they are carding everything*
5. Please describe in detail what training, policy and procedures you intend to implement to ensure against underage sales. *To make sure we are carding for every transaction.*
6. Please describe what other employees will hold licenses to directly dispense alcohol. *None*
7. Please describe whether you are going to be a full time employee and further state whether you either act as an alcohol agent for any other business or hold any other employment. *I am fulltime. And no I don't act as a alcohol agent for another business*

8. Please state your intended hours or schedule of being physically present at the licensed premises. Your intended hours should be set out on a daily, weekly or monthly basis as appropriate. 3 pm till 11 pm Monday Thru Friday

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

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

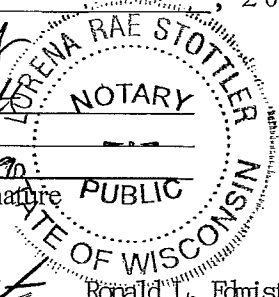
11. Please provide any other information you believe that the City of Beloit should be aware of in deciding whether you satisfactorily qualify to be an alcohol beverage agent. I have a clean background and I take carding serious so I think it would be a great fit

[Signature]
Agent Signature

Jacob Olson
(Print Agent Name)

Subscribed and sworn to before me this 05 day of May, 2016
27

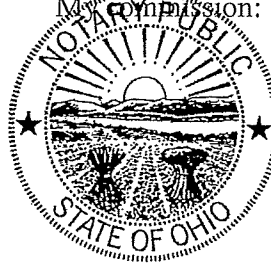
[Signature]
Notary Public
My commission: 8-23-2019
Corporate Officer Signature
(Designate Office)



[Signature] Ronald L. Edmiston, Treasurer for
(Print Corporate Officer Name) Speedway LLC

Subscribed and sworn to before me this 18th day of May, 2016.

[Signature]
Notary Public
My commission: 10/20/18
SHERRY L. SOWRY, Notary Public
In and for the State of Ohio
My Commission Expires Oct. 20, 2018





MAY 16 2016 AM 10:07

May 12, 2016

Beloit City Clerk
100 State St.
Beloit, WI 53511

To Whom It May Concern:

Speedway # 4087 located at 148 Liberty Ave., Beloit, WI 53511 has a change of Agent.

Speedway LLC appoints Jacob M. Olson as Agent to represent Speedway # 4087. Jacob will be replacing Susan Keough, who recently terminated her employment with Speedway.

Jacob will be delivering his packet to the City to complete the Change of Agent process shortly once I am able to obtain the necessary corporate officer signatures.

If you have any questions please don't hesitate to contact me at 937-863-7191 or Jmshaw@speedway.com

Sincerely,

Jill Shaw, License Coordinator
For Speedway LLC

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

WHEREAS, the Agent of record for Fiesta Cancun Authentic Mexican Restaurant of Beloit WI, d/b/a Fiesta Cancun Mexican Restaurant, located at 2648 Prairie Avenue is Jose Cortes; and

WHEREAS, Fiesta Cancun Authentic Mexican Restaurant of Beloit WI, d/b/a Fiesta Cancun Mexican Restaurant, Speedway LLC Owned by MPC Investment LLC, has requested and the Alcohol Beverage License Control Committee has recommended that the Agent be changed to De Vincente Lazaro

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beloit that the Agent for the alcohol beverage license for Fiesta Cancun Authentic Mexican Restaurant of Beloit WI, d/b/a Fiesta Cancun Mexican Restaurant, located at 2648 Prairie Avenue, is hereby changed to De Vincente Lazaro.

Dated this 20th day of June, 2016.

BELOIT CITY COUNCIL

David F. Luebke, City Council President

Attest:

Lorena Rae Stottler, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Resolution approving **Change of Agent** on the Class "B" Beer and Reserve "Class B" Liquor License for Fiesta Cancun Authentic Mexican Restaurant of Beloit, Inc., located at 2648 Prairie Avenue, Beloit from Jose Cortes to De Vincente Lazaro

Date: June 20, 2016

Presenter(s): Lorena Rae Stottler

Department: City Clerk

Overview/Background Information:

Fiesta Cancun Authentic Mexican Restaurant of Beloit, Inc., located at 2648 Prairie Avenue, in the City of Beloit has requested that De Vincente Lazaro be appointed the new agent for the license period beginning July 1, 2016.

Key Issues (maximum of 5):

1. Fiesta Cancun Authentic Mexican Restaurant of Beloit, Inc., located at 2648 Prairie Avenue, Beloit requested to appoint Miguel Lazaro as the new agent at the May 10 ABLCC meeting at which time Captain Risse confirmed that due to finding multiple violations that the applicant did not disclose on his application, he could not recommend approval to the committee. The committee denied the application as did the City Council on May 16th. On May 17th, president De Vincente Lazaro came to complete an application in the clerk's office and paid the necessary fees.
2. A complete application with fees has been submitted to the Clerk's office and is being placed on the June 14th ABLCC agenda for consideration. The Committee recommends approval of agent by a vote of 7-0.
3. Captain Risse certified that he checked municipal and state criminal records and to the best of his knowledge, with the available information, the character, record and reputation are satisfactory and therefore, has no objection to the agent appointment.
4. Attorney Krueger asked Mr. Lazaro to reaffirm his answer to question #9 on his supplemental questionnaire for agents which asks if he understands that he can be personally given citations by the Police Department for such things as underage sales, open after hours or other related violations, even when he is not on the premises. Mr. Lazaro to reaffirmed that he understood this responsibility.

Conformance to Strategic Plan: N/A

Sustainability:

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

Action required/Recommendation:

Staff recommends that City Council approve of the Change of Agent.

Fiscal Note/Budget Impact: N/A

Attachments:

Resolution, Schedule of Appointment and Auxiliary Questionnaire

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

Submit to municipal clerk.

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

To the governing body of: Town Village City of Beloit County of Rock

The undersigned duly authorized officer(s)/members/managers of Fiesta Cancun Authentic Mexican Restaurant of Beloit WI
(registered name of corporation/organization or limited liability company)
a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Fiesta Cancun Mexican Restaurant
(trade name)

located at 2648 Prairie Ave.
appoints Lazaro de vicente
(name of appointed agent)
5126 Golden leaf trail Madison WI 53704.
(home address of appointed agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? Over 21 years.

Place of residence last year 5126 Golden leaf trl. Madison WI 53704.

For: Fiesta Cancun Authentic Mexican Restaurant of Beloit WI
(name of corporation/organization/limited liability company)

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

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

ACCEPTANCE BY AGENT

Lazaro de vicente
(printtype agent's name), hereby accept this appointment as agent for the

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

[Signature] 5-17-16 Agent's age _____
(signature of agent) (date)
5126 Golden leaf trl. Madison WI 53704 Date of birth _____
(home address of agent)

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

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

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

**AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

| | | | | | |
|---|--|--------------|--|----------------|--|
| Individual's Full Name (please print) (last name) | | (first name) | | (middle name) | |
| DE VICENTE | | LAZARO | | | |
| Home Address (street/route) | | Post Office | | City | |
| 5126 Golden Leaf Trl. | | | | Madison | |
| Home Phone Number | | Age | | Date of Birth | |
| 608-217-7037 | | | | | |
| | | | | State Zip Code | |
| | | | | WI 53704 | |
| | | | | Place of Birth | |
| | | | | | |

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

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

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 24 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. Waupun, Verona, Waunakee
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify.
(Name of Wholesale Licensee, or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

| | | | |
|-------------------|---|---------------|------|
| Employer's Name | Employer's Address | Employed From | To |
| COVERALL | 5609 Medical Cir #100 Madison WI 53719 | 2001 | 2016 |
| Research Products | 1015 E. Washington Ave. Madison WI 53703 | 2000 | 2015 |

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

Subscribed and sworn to before me

this 29 day of April, 2016

[Signature]
(Clerk/Notary Public)

[Signature]
(Signature of Named Individual)

My commission expires 8-21-17



Printed on Recycled Paper

lazarovicente@yahoo.com

608-217-7037

Fiesta Cancun

SUPPLEMENTAL QUESTIONNAIRE
FOR AGENTS

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

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

QUESTIONS

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

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

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

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

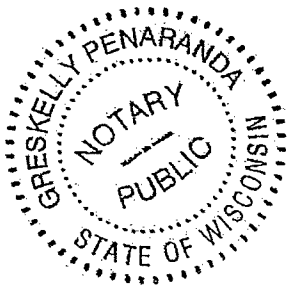
11. Please provide any other information you believe that the City of Beloit should be aware of in deciding whether you satisfactorily qualify to be an alcohol beverage agent.

For answers to all question above, please see ~~attach~~ attach sheets.

[Signature]
Agent Signature

Lazaro De Vicente
(Print Agent Name)

Subscribed and sworn to before me this 23 day of May, 2016

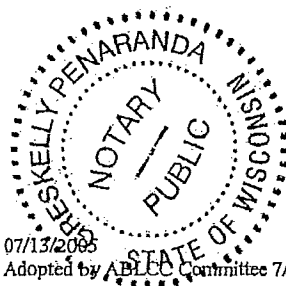


[Signature]
Notary Public
My commission: 08/12/19

[Signature]
Corporate Officer Signature
(Designate Office)

Lazaro De Vicente
(Print Corporate Officer Name)

Subscribed and sworn to before me this 23 day of May, 2016.



[Signature]
Notary Public
My commission: 08/12/19

1. I have setup rules and policies for all staff working at Fiesta Cancun. I will train our staff and ensure that the rules and policies are understood and implemented at all times. We will have a notebook where we will make note of any questions that may arise, any issues that may arise so that I can analyze what raised the question, why the issue occurred and analyzed how it is handled. I will also train my staff on how to handle different possible scenarios and will have my cell phone number available to my staff at all times so they can contact me whenever they need to.
2. I have been operating two Cuco's Mexican Restaurants in Waupun and in Verona, Wisconsin for about 4 years now and have had a very successful operation.
3. I will have two cooks and three servers working under me at Fiesta Cancun. The three servers would be engaged in preparing and serving alcohol to customers that come to dine at Fiesta Cancun.
4. My staff will receive the safe serve training and the alcohol server training to ensure they know Wisconsin's rules and regulations and to at all times provide the best possible service while abiding by the highest standard of hygiene, safe food handling and alcohol handling practices. I will also training on making sure that we do not serve to minors while always checking for ID's if any customer looks to be under 40 years of age. While server intoxicating drinks to customers that are over 21 we will make sure to be checking on minors that accompany over age individuals to ensure that they are not given anything to drink that has alcohol.
5. Our servers will take the Wisconsin alcohol server certification course (<http://www.wisconsinbartenderlicense.com/>) and as rule we will be checking for ID's if any customer looks to be under the age of 40. While server intoxicating drinks to customers that are over 21 we will make sure to be checking on minors that accompany over age individuals to ensure that minors are not given anything to drink that has alcohol.
6. Only my staff, servers and cooks will hold operators licenses to prepare and serve alcohol to our customers.
7. I plan to be full time at Fiesta Cancun to ensure the restaurant is being run in the best way possible, doing marketing and trying to increase our business. I am also the agent for two Cuco's Mexican Restaurant locations, the one in Waupun, WI and the one in Verona, WI. I already have well trained individuals at the Verona and Waupun locations, so I will be concentrating my time and efforts at Fiesta Cancun.
8. Every other weekend I will be at Fiesta Cancun for dinner time, that is, Fridays, Saturdays and Sundays from 4:00pm to 10:00pm. Every other week I will be in Fiesta Cancun for dinner time, that is, Monday thru Thursdays I will be at Fiesta Cancun from 4:00PM to 10:00PM.
9. I do understand that I can be personally given citations by the police department for such things as underage sales, open after hour or other alcohol related violations even when I am not on the premises.
10. Below I will write the approximate date and description of the insient:

I DUI ON 2009

11. I just would like the City of Beloit to know that I am a responsible individual that will abide by all the rules and regulations of the City of Beloit and the State of Wisconsin. I have invested lot of financial resources into Fiesta Cancun and want it to be a very successful business for many years to come, so I am committed to doing what is right at all times and ensuring that I am a positive contributor to the community by offering great quality products, exceptional service and abiding by all the rules and regulations. I am a family man with two daughters and my wife looking forward to working hard at Fiesta Cancun to have a very successful restaurant.

AT-107a: SCHEDULE FOR SUCCESSOR OF AGENT

If there is a change in agent, each club, corporation, or limited liability company who holds a retail permit to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent pursuant to sec. 125.04(6), Wis. Stats. There is a \$10 change in agent processing fee due with this form. The following questions must be answered by the Agent. The appointment must be signed by the President and Secretary or members of limited liability company. The appointment must be approved by the licensing authority.

Beloit Wisconsin 5-17 2016
(Municipality) (Date)

1. Name of agent Lazaro de vicente

- | Yes | No | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Are you of legal drinking age? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Have you ever been convicted of a federal law violation? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Have you ever been convicted of a State law violation? <u>DUI 2009</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Have you ever been convicted of a Local ordinance violation? <u>Disorderly conduct</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Have you completed the required responsible beverage server program per sec. 125.04(5)(a)5, Wis. Stats.? |

UNDER PENALTY OF LAW, I declare that all of the above information is true and correct to the best of my knowledge and belief.

[Signature]
(Signature of Agent)
5126 Golden Leaf Trl. Madison
(Address)
WI 53704

SUCCESSOR AGENT

The undersigned appoints Lazaro de vicente as agent in accordance with sec. 125.04(6), Wis. Stats.

Name of Permittee Lazaro de vicente

Date 5-16 2016

By [Signature]
(Signature of President/Member)

(Signature of Secretary/Member)

I hereby accept appointment as agent for Fiesta Cancun Authentic Mexican Restaurant of Beloit WI and assume full responsibility or the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Date 5-16 2016

[Signature]
(Signature of Agent)

THE AGENT APPOINTED ABOVE MUST BE APPROVED BY THE LICENSING AUTHORITY TO BE EFFECTIVE. (See sec. 125.04(6), Wis. Stats.)

(Municipality) WI _____ 20____
(Date)

(Signature of Official)

(Title)



VALIDATE ONLINE AT SERVINGALCOHOL.COM

CODE: 55WTLCXJLB

ONLINE TRAINING

SERVING ALCOHOL INC
UNITED STATES OF AMERICA
team@servingalcohol.com

CERTIFICATION

This certifies that

Lazaro, De Vicente

last, First

has completed the Serving Alcohol Inc. approved course

Wisconsin Alcohol Seller-Server

January 5, 2014

APPROVED BY THE STATE OF WISCONSIN SS-125.04

PROVIDER TRAINING IN COMPLIANCE WITH SS-134.66

STUDENT ACKNOWLEDGED UNDERSTANDING OF SS-134.88:

Restrictions on sale or gift of cigarettes or tobacco products; that state law prohibits selling tobacco products to any person under the age of 18; and failure to comply with these restrictions may result in a citation.

PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES:

- * CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
- * OBSERVE AND REPORT ANY CUSTOMER SHOWING SIGNS OF POSSIBLE IMPAIRED BEHAVIOR
- * RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATIONS
- * DETERMINE THAT PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND RECORD THEM IF THERE IS ANY QUESTION AS TO THEIR AGE
- * ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

**RESOLUTION APPROVING A CLASS “B” BEER
AND “CLASS B” LIQUOR LICENSE FOR
WISCO KITCHEN, LLC**

WHEREAS, an application has been received for a Class “B” Beer and “Class B” Liquor License from Wisco Kitchen, LLC, d/b/a Wisco Kitchen, Jacqueline S. Gennett, Agent for the property located at 302 State Street, Beloit, Wisconsin; and

WHEREAS, the Alcohol Beverage License Control Committee recommended approval of this Class “B” Beer and “Class B” Liquor License for the 2016-2017 license year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit does hereby approve a Class “B” Beer and “Class B” Liquor License for Wisco Kitchen, LLC, d/b/a Wisco Kitchen, Jacqueline S. Gennett, Agent for the property located at 302 State Street, Beloit, Wisconsin.

Dated this 20th day of June, 2016.

David F. Luebke, City Council President

ATTEST:

Lorena Rae Stottler, City Clerk



CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Application for a Class "B" Beer and "Class B" Liquor License for Wisco Kitchen, LLC, d/b/a Wisco Kitchen located at 302 State Street, Jacqueline S. Gennett (Agent) for the license period July 1, 2016 to June 30, 2017.

Date: June 20, 2016

Presenter(s): Lorena Rae Stottler

Department: City Clerk

Overview/Background Information:

Jacqueline S. Gennett is making application to establish her business to be located at 302 State Street (former Eagles Club) to be known as Wisco Kitchen and is applying for a Class "B" Beer and "Class B" Liquor License for the license period July 1, 2016 to June 30, 2016.

Key Issues (maximum of 5):

1. Wisco Kitchen, LLC, located at 302 State Street (old location of the Eagles Club), in the City of Beloit is requesting to establish a business with a Class "B" Beer and "Class B" Liquor License for the license period July 1, 2016 to June 30, 2017.
2. A complete application with fees has been submitted to the Clerk's office and was referred to the ABLCC for their June 14th agenda by the City Council on May 16th, 2016 via the consent agenda.
3. Captain Risse certified that he checked municipal and state criminal records and to the best of his knowledge, with the available information, the character, record and reputation are satisfactory and therefore, has no objection to the agent appointment.
4. Attorney Krueger asked Ms. Gennett to reaffirm her answer to question #9 on her supplemental questionnaire for agents which asks if she understands that she can be personally given citations by the Police Department for such things as underage sales, open after hours or other related violations, even when she is not on the premises. Ms. Gennett reaffirmed that she understood this responsibility.
5. The ABLCC reviewed this application at their June 14th meeting and recommended approval on a vote of 7-0.
6. The City Council will take action on the recommendation of the ABLCC at their June 20, 2016 for regular meeting.
7. Should the council vote in favor of the issuing of this license, the clerk will execute proper requests for inspections prior to issuing license.

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

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

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

Action required/Recommendation: Staff recommends that the City Council accept the recommendation of the ABLCC.

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

Attachments: Original Alcohol Beverage Retail License Application, Schedule of Appointment of Agent.

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 7-1 20 16 ;
ending 6-30 20 2017

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

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

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

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

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

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

| | | | | |
|-----------------------|----------------|------------------------------|---|------------------------|
| | Title | Name | Home Address | Post Office & Zip Code |
| President/Member | <u>Partner</u> | <u>Jacqueline Gennett</u> | <u>W8473 Smack Valley Rd Monroe, WI</u> | <u>53554</u> |
| Vice President/Member | <u>Partner</u> | <u>Richard Holbaczewski</u> | <u>W8473 Smack Valley Rd Monroe, WI</u> | <u>53554</u> |
| Secretary/Member | | | | |
| Treasurer/Member | | | | |
| Agent | | <u>Jacqueline S. Gennett</u> | | |
| Directors/Managers | | | | |

3. Trade Name Wisco Kitchen Business Phone Number 608-966-1128
4. Address of Premises 302 State Street Post Office & Zip Code Beloit, WI 53511

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 3-3-16 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1st floor, 2nd floor, 302 State Street

10. Legal description (omit if street address is given above):
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? Eagles Club
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME
this 4th day of March, 20 16
Jesse J. Ahrens (Clerk/Notary Public)
My commission expires 10-12-19
[Signature] (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
[Signature] (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
[Signature] (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

| | | | |
|--|--|---------------------------------------|-----------------------------------|
| TO BE COMPLETED BY CLERK | | | |
| Date received and filed with municipal clerk <u>3-4-16</u> | Date reported to <u>ABCC</u> <u>at 5-16-16/6-14-16</u> | Date provisional license issued _____ | Signature of Clerk / Deputy Clerk |
| Date license granted <u>6-20-16</u> | Date license issued _____ | License number issued _____ | |

**AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

| | | | | |
|---|-------------|---------------|----------------|----------|
| Individual's Full Name (please print) (last name) | | (first name) | (middle name) | |
| Richard Horbarzewski | | Joseph | | |
| Home Address (street/route) | Post Office | City | State | Zip Code |
| WS8473 Smoak Valley Rd | Monroe | Monroe | WI | 53566 |
| Home Phone Number | Age | Date of Birth | Place of Birth | |
| 608-966-1128 | | | | |

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Officer of Wisco Kitchen, LLC
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 12 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.

- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. Bushel & Peck's, Beloit, WI 53511 Class B beer
(Name, Location and Type of License/Permit)

- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. Class B liquor
(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

| | | | |
|---------------------------------|---|------------------------------|-------------------|
| Employer's Name <u>CAEL</u> | Employer's Address <u>Chicago IL</u> | Employed From <u>2004</u> | To <u>2005</u> |
| Employer's Name <u>AVANT</u> | Employer's Address <u>Naperville, IL</u> | Employed From <u>1995</u> | To <u>2002</u> |

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

Subscribed and sworn to before me
this 31st day of May, 20 16
Julius J. Abrams
(Clerk/Notary Public)

My commission expires 10-12-19

[Signature]
(Signature of Named Individual)



Printed on Recycled Paper

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

| | | | | | |
|---|--|--------------|---------------|----------------|----------|
| Individual's Full Name (please print) (last name) | | (first name) | | (middle name) | |
| Gennett Jacqueline | | S | | | |
| Home Address (street/route) | | Post Office | City | State | Zip Code |
| W 84735 Mock Valley Rd | | Monroe | Monroe | WI | 53566 |
| Home Phone Number | | Age | Date of Birth | Place of Birth | |
| 608-966-1128 | | | | | |

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

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- _____ of WiscaKitchen, LLC
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 9 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.

- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Bushel & Pecks 328 State Beloit WI 53511 Yes No
If yes, identify. (Name, Location and Type of License/Permit) class beer

- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. (Name of Wholesale Licensee, or Permittee) (Address By City and County) class bligour

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

| | | | |
|---------------------|---------------------------------|---------------|---------|
| Employer's Name | Employer's Address | Employed From | To |
| CCC Info Services | 444 Merchandise Mart Chicago IL | 10/98 | 10/2006 |
| Symbility Solutions | Toronto, Ontario, Canada | 10/2007 | 4/2008 |

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

Subscribed and sworn to before me
this 4th day of March, 20 16
Jelen J. Ahrens
(Clerk/Notary Public)
My Commission expires 10-12-19

[Signature]
(Signature of Named Individual)



Printed on Recycled Paper

Wisconsin Department of Revenue

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

Submit to municipal clerk.

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

To the governing body of: Town Village City of Beloit County of Rock

The undersigned duly authorized officer(s)/members/managers of WiscoKitchen, LLC (registered name of corporation/organization or limited liability company)

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

located at 302 State St Beloit, WI 53511

appoints Jacqueline Gennett (name of appointed agent) W8473 Smock Valley Road Monroe, WI 53564 (home address of appointed agent)

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

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies). Jacqueline Gennett & Richard Horbaczewski, DBA Bushel & Peck's Beloit, WI

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 9 years

Place of residence last year W8473 Smock Valley Rd Monroe WI

For: _____ (name of corporation/organization/limited liability company)

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

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

ACCEPTANCE BY AGENT

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

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

X [Signature] (signature of agent) _____ (date) Agent's age _____
W8473 Smock Valley Rd Monroe WI (home address of agent) _____ Date of birth 11-11

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

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

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

SUPPLEMENTAL QUESTIONNAIRE FOR AGENTS

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

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

QUESTIONS

1. The law requires that the entity appointing you as agent vest in you, by properly authorized and executed written delegation, full authority and control of the premises described in the license or permit of the entity, and of the conduct of all business on the premises relative to alcohol beverages, that the licensee or permittee could have and exercise if it were a natural person. Please state in your own words how you intend to fulfill those duties and exercise your authority.

2. Please describe any previous experience you have had in retail alcohol sales.

3. Please state how many other people will be under your supervision and engaged in alcohol beverage business.

4. Please describe what type of training you will offer to those under your supervision, describe whether the training will be ongoing and attach any written training materials or policy manuals you intend to rely on.

5. Please describe in detail what training, policy and procedures you intend to implement to ensure against underage sales.

6. Please describe what other employees will hold licenses to directly dispense alcohol.

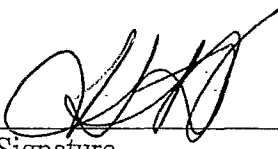
7. Please describe whether you are going to be a full time employee and further state whether you either act as an alcohol agent for any other business or hold any other employment.

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


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

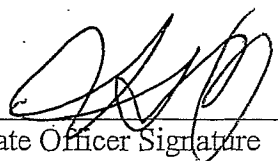
10. Please describe any alcohol related violations you have been charged with in the last five (5) years. Provide the date of the offense, the nature of the charge and the disposition of the matter. If there are none, so state.

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



Agent Signature
Jacquelin Gennert
(Print Agent Name)

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


Notary Public
My commission: 8-23-19


Corporate Officer Signature
(Designate Office)
Jacquelin Gennert
(Print Corporate Officer Name)

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


Notary Public
My commission: 8-23-19

Wisco Kitchen
Supplemental Questionnaire For Agents
May, 2016

1. I will ensure that all rules and regulations relative to this license are communicated, trained and followed. We will use written procedures and training, and update on an ongoing basis.
2. I have experience in my family's prior liquor store business and contemporary experience as the owner and responsible party for the liquor license and service at Bushel & Peck's Local Market at 328 State, Beloit, WI.
3. 2 to 3 people will be under my supervision
4. Training will be conducted when an employee is hired and reminder training will be conducted at our annual company meeting
5. Employees will be trained to check identification including DOB, Photo, Expiration Date and on acceptable forms of identification. Employees will be trained on how and when to decline a sale. Employees will also be trained on an escalation procedure in the event that identification is questionable. Employees are expected to ask for and verify identification from any patron who appears to be under 40 years of age. Supervision will be provided to employees during the actual sale of alcohol.
6. This will be determined based on the frequency that we expect to serve alcohol. The frequency at this time, will be low and only during workshops and events.
7. I will be on site for all times when alcohol is served. I own Bushel & Peck's Local Market, which holds an active liquor license.
8. I will be at the premise at all times when liquor is served. If I do not intend to be in the future, I will license another agent
9. Yes, I understand the requirements of being an agent
10. None
11. I have a solid history of managing an active license in Beloit, WI

**RESOLUTION APPROVING A CLASS “B” BEER
LICENSE FOR TAQUERIA AZTECA BELOIT LLC**

WHEREAS, an application has been received for a Class “B Beer License from Taqueria Azteca Beloit LLC, d/b/a Taqueria Azteca, Ruben Ross, Agent for the property located at 1910 Shopiere Road, Beloit Wisconsin; and

WHEREAS, the Alcohol Beverage License Control Committee recommended approval of this Class “B” Beer License for the 2016-2017 license year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit does hereby approve a Class “B” Beer License for Taqueria Azteca Beloit LLC, d/b/a Taqueria Azteca, Ruben Ross, Agent for the property located at 1910 Shopiere Road, Beloit, Wisconsin.

Dated this 20th day of June, 2016.

David F. Luebke, City Council President

ATTEST:

Lorena Rae Stottler, City Clerk



CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Application for a Class "B" Beer License for Taqueria Azteca Beloit, LLC. located at 1910 Shopiere Road, Ruben Rosas, Agent, for the license period July 1, 2016 to June 30, 2017.

Date: June 20, 2016

Presenter(s): Lorena Rae Stottler

Department: City Clerk

Overview/Background Information:

On May 27, Ruben Rosas informed the Clerk's office that his business is changing from an individual to an LLC. His business has been in Beloit since April 2006 as Taqueria Azteca, but has always operated as an individual. This application is simply changing the business from an individual to an LLC. No changes to license types or physical address are taking place in this application.

Key Issues (maximum of 5):

1. Taqueria Azteca Beloit, LLC. located at 1910 Shopiere Road, in the City of Beloit, Ruben Rosas, Agent, is requesting to establish a business with a Class "B" Beer License for the license period July 1, 2016 to June 30, 2017.
2. A complete application with fees has been submitted to the Clerk's office and was referred to the ABLCC for their June 14th agenda by the City Council on June 6th, 2016 via the consent agenda.
3. Captain Risse certified that he checked municipal and state criminal records and to the best of his knowledge, with the available information, the character, record and reputation are satisfactory and therefore, has no objection to the agent appointment.
4. Attorney Krueger asked Mr. Rosas to reaffirm his answer to question #9 on his supplemental questionnaire for agents which asks if he understands that he can be personally given citations by the Police Department for such things as underage sales, open after hours or other related violations, even when he is not on the premises. Mr. Rosas reaffirmed that he understood this responsibility.
5. The ABLCC reviewed this application at their June 14th meeting and recommended approval 7-0.
6. The City Council will take action on the recommendation of the ABLCC at their June 20, 2016 for regular meeting.
7. Should the council vote in favor of the issuing of this license, the clerk will execute proper requests for inspections prior to issuing license.

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

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

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

Action required/Recommendation: Staff recommends that the City Council accept the recommendation of the ABLCC.

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

Attachments: Original Alcohol Beverage Retail License Application

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1 20 2016 ;
ending June 30 20 2017

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

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

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

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

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

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

| Title | Name | Home Address | Post Office & Zip Code |
|-----------------------|--------------------|---------------------------|------------------------|
| President/Member | <u>Ruben Rosas</u> | <u>2543 Sunshine Lane</u> | <u>Beloit WI 53511</u> |
| Vice President/Member | | | |
| Secretary/Member | | | |
| Treasurer/Member | | | |
| Agent | <u>Ruben Ross</u> | <u>2543 Sunshine Lane</u> | <u>(608) 346-4056</u> |
| Directors/Managers | | | |

3. Trade Name Tagueria Azteca Business Phone Number (608) 313-9720
4. Address of Premises 1910 Shopiere Road Post Office & Zip Code Beloit 53511

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date June 2016 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

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

10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? Ruben Rosas

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME
this 27th day of July, 20 16

Shirakshi Nott
Clerk/Notary Public
My commission expires 8-23-17

X Ruben Rosas
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

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

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

TO BE COMPLETED BY CLERK

| | | | |
|--|--------------------------------|---------------------------------|-----------------------------------|
| Date received and filed with municipal clerk | Date reported to council/board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| <u>5-27-16</u> | <u>6-6-16</u> | | |
| Date license granted | Date license issued | License number issued | |

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

Submit to municipal clerk.

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

To the governing body of: Town Village of Beloit County of Rock
 City

The undersigned duly authorized officer(s)/members/managers of Taqueria Azteca Beloit, LLC
(registered name of corporation/organization or limited liability company)

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

located at 1910 Shopshire Rd

appoints Ruben Ross
(name of appointed agent)

2543 Sunshine Lane, Beloit WI 53511
(home address of appointed agent)

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

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

Taqueria Azteca Fort Atkinson LLC

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 1991

Place of residence last year 2543 Sunshine Lane, Beloit WI

For: Ruben Ross
(name of corporation/organization/limited liability company)

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

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

ACCEPTANCE BY AGENT

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

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

Ruben Ross _____ Agent's age _____
(signature of agent) (date)

2543 Sunshine Lane Beloit WI 53511 Date of birth _____
(home address of agent)

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

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

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

**AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

| | | | | | |
|---|--|--------------|---------------|----------------|----------|
| Individual's Full Name (please print) (last name) | | (first name) | | (middle name) | |
| Rosa | | Ruben | | | |
| Home Address (street/route) | | Post Office | City | State | Zip Code |
| 2543 Sunshine | | | Beloit | WI | 53511 |
| Home Phone Number | | Age | Date of Birth | Place of Birth | |
| 608-346-4056 | | | | | |

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

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

Ruben Rosa of Taqueria Azteca Beloit, LLC
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 2002
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.

- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. Taqueria Azteca Beloit LLC
(Name, Location and Type of License/Permit)

- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify.

(Name of Wholesale Licensee, or Permittee) (Address By City and County)

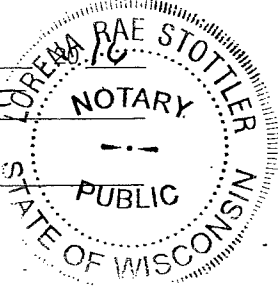
6. Named individual must list in chronological order last two employers.

| | | | |
|---------------------|-------------------------|---------------|------|
| Employer's Name | Employer's Address | Employed From | To |
| Seneca Foods | 418 E Conde, Janesville | 1995 | 2006 |
| Advance Transformer | Monroe Wisc | 1992 | 1995 |

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

Subscribed and sworn to before me

this 27 day of May
Shera RAE STOTTLER
(Clerk/Notary Public)



Ruben Rosa
(Signature of Named Individual)

My commission expires 8-23-1900



Printed on Recycled Paper

Wisconsin Department of Revenue

SUPPLEMENTAL QUESTIONNAIRE FOR AGENTS

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

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

QUESTIONS

1. The law requires that the entity appointing you as agent vest in you, by properly authorized and executed written delegation, full authority and control of the premises described in the license or permit of the entity, and of the conduct of all business on the premises relative to alcohol beverages, that the licensee or permittee could have and exercise if it were a natural person. Please state in your own words how you intend to fulfill those duties and exercise your authority.

2. Please describe any previous experience you have had in retail alcohol sales.

3. Please state how many other people will be under your supervision and engaged in alcohol beverage business.

4. Please describe what type of training you will offer to those under your supervision, describe whether the training will be ongoing and attach any written training materials or policy manuals you intend to rely on.

5. Please describe in detail what training, policy and procedures you intend to implement to ensure against underage sales.

6. Please describe what other employees will hold licenses to directly dispense alcohol.

7. Please describe whether you are going to be a full time employee and further state whether you either act as an alcohol agent for any other business or hold any other employment.

Supplemental Questionnaire

Updated
5-27-16
from 2006
original

- 1) I am the owner, and will only sell beverages on a scheduled time, as well as attending the "Responsible Beverage class" OK
- 2) I have ~~no prior experience, this is my first business~~ 10 years w/ no violation
opened 2nd store Nov 15 in Ft Atkinson
& am the agent there
- 3) ~~Two~~ no more than 6.
- 4) The Responsible Beverage class is needed and to insure they read and understand the Wisconsin Alcohol, Beverage and Tobacco laws pamphlet
- 5) As stated above, as well as checking patrons ages (I.D) 35+ younger
- 6) Just myself, unless employees attend Responsible Beverage class & obtains operator's permit

7) I am the owner / of the business. I am not an alcohol agent for any other business. Agent for AT + operators

8) Monday thru Sunday - Beverage sales from 12⁰⁰pm to 9⁰⁰pm OR what permit allows (weekends ^{Fri-Sat} ~~10pm~~ midnight ^{Sun-Thu} 9am - 10pm)

9) I do understand that I am fully responsible for my licence, and the rules and regulations of this.

10) I have no alcohol related violations

11) I am a first time business owner, and appreciate consideration for my licence. I will insure the proper measures of responsibility with the licence.

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

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

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

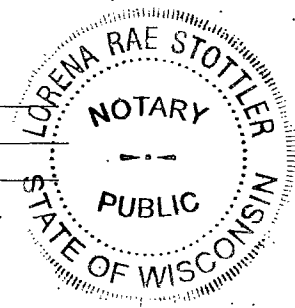
11. Please provide any other information you believe that the City of Beloit should be aware of in deciding whether you satisfactorily qualify to be an alcohol beverage agent.

X Ruben Rasas
Agent Signature

Ruben Rasas
(Print Agent Name)

Subscribed and sworn to before me this 27 day of May, 2014.

Lorena Rae Stotler
Notary Public
My commission: 8-23-19



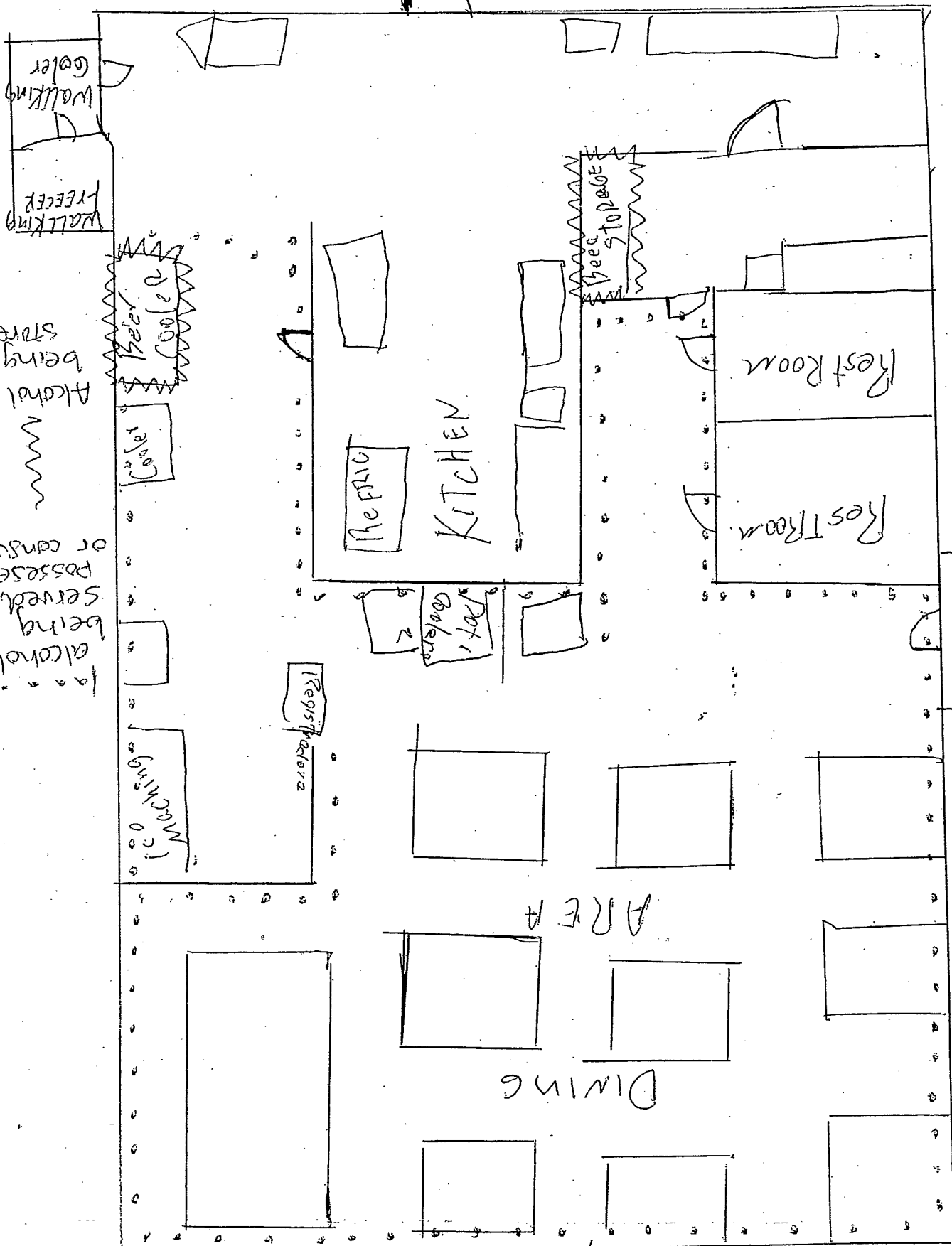
Corporate Officer Signature
(Designate Office)

(Print Corporate Officer Name)

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public
My commission: _____

REAR EXIT



Alcohol is being stored

Alcohol being served or consumed

Bar

Cooler

Walking

Register

Refrig

KITCHEN

Bev Storage

Bev Storage

Rest Room

Rest Room

CASHIER

Dining AREA

Dining

Emergency EXIT

**RESOLUTION APPROVING A CLASS “B” BEER
AND “CLASS B” LIQUOR LICENSE FOR
ZACHARIAH ROBERT DAVIS, D/B/A THE NEW POP HOUSE**

WHEREAS, an application has been received for a Class “B” Beer and “Class B” Liquor License from Zachariah Robert Davis d/b/a The New Pop House, for the property located at 863 Fifth Street, Beloit Wisconsin; and

WHEREAS, the Alcohol Beverage License Control Committee recommended approval of this Class “B” Beer and “Class B” Liquor License for the 2016-2017 license year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit does hereby approve a Class “B” Beer and “Class B” Liquor License for Zachariah Robert Davis d/b/a The New Pop House, for the property located at 863 Fifth Street, Beloit, Wisconsin.

Dated this 20th day of June, 2016.

David F. Luebke, City Council President

ATTEST:

Lorena Rae Stottler, City Clerk



CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Application for a Class "B" Beer and "Class B" Liquor License for The New Pop House, Zachariah Robert Davis, President, for the license period July 1, 2016 to June 30, 2017.

Date: June 20, 2016

Presenter(s): Lorena Rae Stottler

Department: City Clerk

Overview/Background Information:

Zachariah Robert Davis is making application to establish his business to be located at 863 Fifth Street (former Alumni House) to be known as The New Pop House and is applying for a Class "B" Beer and "Class B" Liquor License for the license period July 1, 2016 to June 30, 2016.

Key Issues (maximum of 5):

1. The New Pop House, located at 863 Fifth Street (old location of the Alumni House), in the City of Beloit is requesting to establish a business with a Class "B" Beer and "Class B" Liquor License for the license period July 1, 2016 to June 30, 2017.
2. A complete application with fees has been submitted to the Clerk's office and was referred to the ABLCC for their June 14th agenda by the City Council on June 6th, 2016 via the consent agenda.
3. Captain Risse certified that he checked municipal and state criminal records and to the best of his knowledge, with the available information, the character, record and reputation are satisfactory and therefore, has no objection to the agent appointment.
4. Attorney Krueger asked Mr. Davis to reaffirm that he understands that he can be personally given citations by the Police Department for such things as underage sales, open after hours or other related violations, even when he is not on the premises. Mr. Davis reaffirmed that he understood this responsibility.
5. The ABLCC reviewed this application at their June 14th meeting and recommended approval 7-0.
6. The City Council will take action on the recommendation of the ABLCC at their June 20, 2016 for regular meeting.
7. Should the council vote in favor of the issuing of this license, the clerk will execute proper requests for inspections prior to issuing license.

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

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

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

Action required/Recommendation: Staff recommends that the City Council accept the recommendation of the ABLCC.

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

Attachments: Original Alcohol Beverage Retail License Application

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

456 000 113 145 503

Submit to municipal clerk.

For the license period beginning July 1 20 16 ;
ending June 30 20 16

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

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

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Davis, Zachariah Robert

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

| Title | Name | Home Address | Post Office & Zip Code |
|-----------------------|------------------|---|------------------------|
| President/Member | <u>Zac Davis</u> | <u>431 E. WOODLAND, BELOIT, WI, 53511</u> | |
| Vice President/Member | | | |
| Secretary/Member | | | |
| Treasurer/Member | | | |
| Agent | | | |
| Directors/Managers | | | |

3. Trade Name The New Pop House Business Phone Number (608) 847 9959
4. Address of Premises 863 FIFTH ST., BELOIT, WI Post Office & Zip Code 53511

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

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

10. Legal description (omit if street address is given above): 863 Fifth Street W 72 FT LOTS 11 + 12 B 10

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? Alumni House Danny Hatch jr
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 26 day of May, 20 16
Arnold
(Clerk/Notary Public)

Zachariah R. Davis
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

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

My commission expires 8-23-2019

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

TO BE COMPLETED BY CLERK

| | | | |
|---|--------------------------------|---------------------------------|-----------------------------------|
| Date received and filed with municipal clerk <u>5-26-16</u> | Date reported to council/board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| Date license granted | Date license issued | License number issued | |

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

| | | | | |
|---|--|----------------------------------|--------------------------------|------------------------------------|
| Individual's Full Name (please print) (last name) DAVIS | | (first name) ZACHARIAH | (middle name) ROBERT | |
| Home Address (street/route) 431 E. WOODLAND DR. | | Post Office 53511 | City BELOIT | State WI |
| Home Phone Number 815-847-9959 | | Age 18 | Date of Birth | Zip Code 53511 |
| | | | | Place of Birth WISCONSIN |

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

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

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 18 yrs
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. _____
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. _____
(Name of Wholesale Licensee, or Permittee) (Address By City and County)

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

| | | | |
|--|--|------------------------------|----------------------|
| Employer's Name TINKER TOY CUSTOMS | Employer's Address 156 ROOSEVELT AVE | Employed From 2003 | To PRESENT |
| Employer's Name | Employer's Address | Employed From | To |

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

Subscribed and sworn to before me

this 27 day of May, 2014

(Clerk/Notary Public)

(Signature of Named Individual)

My commission expires 8-23-19



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Recycled Paper

Wisconsin Department of Revenue

LEASE TO PURCHASE OPTION AGREEMENT

This agreement dated the 8th day of May, 2016 is by and between Michael Weaver (herein after referred to as "Seller/Landlord") and Zachariah Davis (herein after referred to as "Buyer/Tenant").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller/Landlord hereby grants to Buyer/Tenant an exclusive option to purchase the real property described as follows:

5000 sqft, 1 story Bldg at 863 5th St + 156 Portland Av, Boling, WI 53521
(herein after referred to as the "Property") strictly according to the terms and conditions contained herein (herein after referred to as the "Option to Purchase Agreement"), which real property is the subject of that certain Residential Lease Agreement by and between Seller/Landlord and Buyer/Tenant, of even date herewith (herein after the "Lease Agreement").

- TERM OF OPTION.** This option to purchase shall commence on the 8th day of May, 2016 and shall expire at 12 o'clock midnight on the 8th day of May, 2017.
- EXCLUSIVITY OF OPTION.** This option to purchase is exclusive and non-assignable. Any attempted assignment, delegation, transfer or conveyance of this option to purchase without the Seller/Landlord's express written permission is void.
- NOTICE REQUIRED TO EXERCISE OPTION.** Buyer/Tenant may only exercise this option to purchase by delivering written notice of intent to purchase to Seller/Landlord. Such notice must specify a closing date to occur prior to the original Termination Date set forth in the Lease Agreement or the option expiration date set forth in paragraph 1 herein above, whichever is later in time.
- OPTION CONSIDERATION.** Buyer/Tenant shall remit option consideration in the sum of \$ 500 to Seller/Landlord upon execution of this Option to Purchase Agreement, which amount is non-refundable. In the event Buyer/Tenant timely exercises this option, is not in default of the Lease Agreement and actually closes the conveyance of the Property, the option consideration shall be credited to the purchase price at closing. If Buyer/Tenant fail to exercise this option, defaults in the Lease Agreement or fails to close the conveyance, the option fee shall not be refunded.
- PURCHASE PRICE.** The total purchase price for the Property pursuant to this Option to Purchase Agreement is \$ 29,000. If Buyer/Tenant timely exercises this option, is not in default of the Lease Agreement and actually closes the conveyance of the Property, the Buyer/Tenant shall be credited, at closing, the sum of

\$500 from each monthly lease payment if every monthly lease payment was timely remitted to Seller/Landlord pursuant to the Lease Agreement. No credit shall be given at closing if any monthly lease payment was received by the Seller/Landlord after the due date established in the Lease Agreement.

6. **CLOSING AND SETTLEMENT.** Closing and settlement shall be at a title company designated by the Seller/Landlord. All closing costs and any points, fees and/or charges imposed by the Buyer/Tenant's lender shall be the sole responsibility of the Buyer/Lender. Seller/Landlord shall only be responsible for its pro-rated share of the *ad valorem* taxes due as of the date of closing. IT IS THE BUYER/TENANT'S SOLE RESPONSIBILITY TO ARRANGE FINANCING FOR THE TRANSACTIONS. SELLER/LANDLORD HAS MADE NO REPRESENTATIONS TO BUYER/TENANT REGARDING THE AVAILABILITY OF FINANCING OF BUYER/TENANT'S ABILITY TO QUALIFY FOR FINANCING.
7. **REMEDIES UPON DEFAULT.** (a) In the event of any such default by Buyer/Tenant of this Option to Purchase Agreement or the Lease Agreement, then in addition to any other remedies available to Seller/Landlord at law or in equity, Seller/Landlord shall have the option to terminate this Option to Purchase Agreement and all rights hereunder by giving written notice of termination. Tenant/Buyer is not entitled to any refund of rent or option consideration whatsoever. (b) All of the terms and conditions of the Lease Agreement must be complied with in order for this option to be enforceable. In the event this Option to Purchase Agreement conflicts with any part of the corresponding Lease Agreement, the terms and conditions of this Option to Purchase Agreement shall be superior and prevail.
8. **COMMISSIONS.** There will be no real estate commissions paid as a result of this transaction.
9. **MODIFICATION.** Any modification of any portion of this Option to Purchase Agreement must be made in writing signed by both parties.
10. **REFERENCES IN WORDING.** Plural references made to the parties involved in this Option to Purchase Agreement may also be singular, and single references may be plural. These references may also apply to Landlord/Seller and Buyer/Tenant heirs, executors, administrators, successors as the case may be.
11. **TIME OF PERFORMANCE.** Time is of the essence in this Option to Purchase Agreement.
12. **ENTIRE AGREEMENT.** As written, this Option to Purchase Agreement constitutes the final, entire agreement between the Buyer/Tenant and Seller/Landlord. They have made no further promises of any kind to one another, nor have they reached any other understandings, either written or oral.

13. **FINANCING DISCLAIMER.** The parties to this Option to Purchase Agreement acknowledge that speculation of availability of financing or assumption of existing loans towards the purchase of this property is impossible to predict. Therefore the parties agree that these items shall not be a condition of performance of this Option to Purchase Agreement, and the parties agree they have not relied upon any representation or warranties by either parties.

14. **ACKNOWLEDGMENT.** The undersigned Buyer/Tenant hereby acknowledge that they have read this Option to Purchase Agreement, understand it, agree to it and have been given an executed copy. This Option to Purchase Agreement is not to be recorded in the property records unless express permission is granted by the Seller/Landlord. Buyer/Tenant were advised, and had opportunity to, seek advice of legal, tax, technical expertise professionals of their own selection and any other counsel of their choosing concerning this contract prior to signing.

15. **CHOICE OF LAW AND VENUE.** This Option to Purchase Agreement shall be construed according to the laws of the State of WI and is executed in Rock County, Beloit. All parties agree that the venue for any dispute regarding this Option to Purchase Agreement shall be Rock County, Janesville

As to Seller/Landlord this 8th day of May, 20 16.

SELLER/LANDLORD:

Sign: [Signature] Print: Michael Weaver
Date: 5-9-16

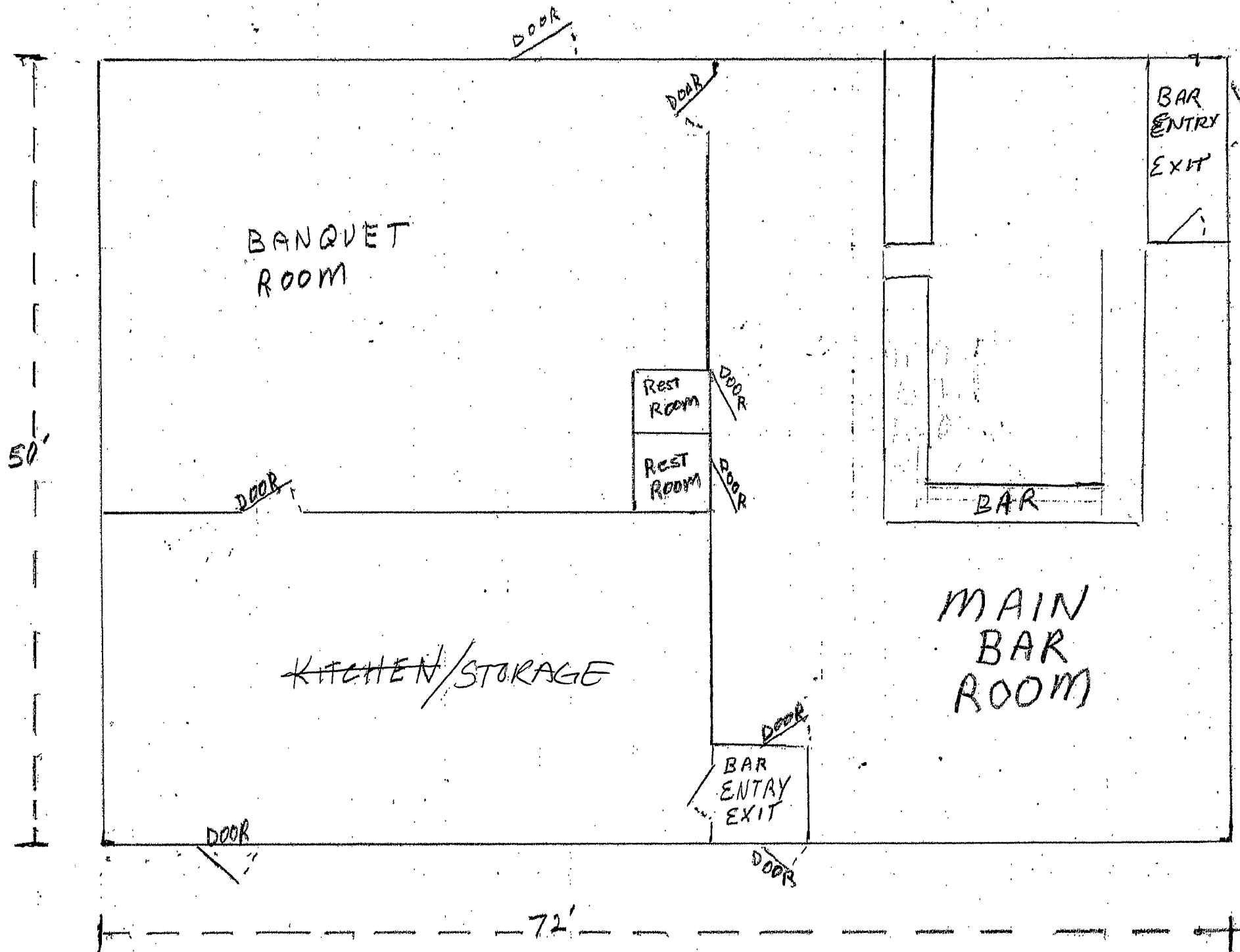
As to Buyer/Tenant, this 8th day of May, 20 16.

BUYER/TENANT:

Sign: [Signature] Print: ZACHARIAH P. DAVIES
Date: MAY 9th, 2016

BUYER/TENANT:

Sign: _____ Print: _____
Date: _____



BANQUET ROOM

~~KITCHEN~~/STORAGE

MAIN BAR ROOM

BAR ENTRY
EXIT

Rest ROOM

Rest ROOM

BAR ENTRY
EXIT

BAR

DOOR

DOOR

DOOR

DOOR

DOOR

DOOR

DOOR

DOOR

50'

72'

PORTLAND AVE

ALCOHOL LICENSE RELINQUISHMENT

Date: 5-9-16

Business Name: Alumni House

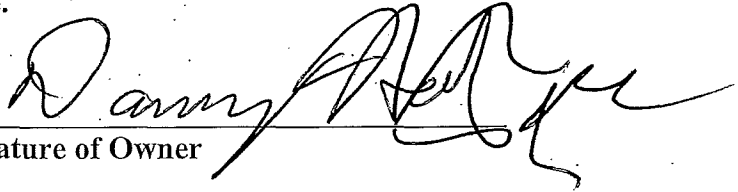
Address of Business: 863 State St 156 Portland Av

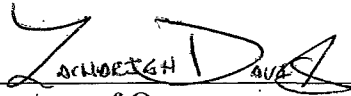
Name of Owner(s): _____

As owner/owners of the above named business, I/we agree to relinquish the alcohol

license to: Zachariah Davis

upon the Beloit City Council granting the same.


Signature of Owner


Signature of Owner

Return to:

Beloit City Clerk
100 State Street
Beloit, WI 53511

**RESOLUTION APPROVING A CLASS “A” BEER
AND “CLASS A” LIQUOR LICENSE FOR
MADISON ROAD MART, INC**

WHEREAS, an application has been received for a Class “A Beer and “Class A” Liquor License from Madison Road Mart Inc., Harjinder Samra, Agent for the property located at 1343 Madison Road, Beloit, Wisconsin; and

WHEREAS, the Alcohol Beverage License Control Committee recommended approval of this Class “A” Beer and “Class A” Liquor License for the 2016-2017 license year, contingent on the successful sale and relinquishment of the liquor license from Madison Road BP, Pyarali Punjwani – agent that is scheduled for closing June 30, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit does hereby approve a Class “A” Beer and “Class A” Liquor License for Madison Road Mart Inc., Harjinder Samra, Agent for the property located at 1343 Madison Road, Beloit, Wisconsin.

Dated this 20th day of June, 2016.

David F. Luebke, City Council President

ATTEST:

Lorena Rae Stottler, City Clerk



CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Application for a Class “A” Beer and “Class A” Liquor license for Madison Road Mart Inc. located at 1343 Madison Road, Harjinder Samra, Agent, for the license period July 1, 2016 to June 30, 2017.

Date: June 20, 2016

Presenter(s): Lorena Rae Stottler

Department: City Clerk

Overview/Background Information:

May 16, 2016 - Madison Road Mart Inc. came to apply for a liquor license explaining that Beloit Enterprises, Inc., Pyarali Punjwani Agent, would relinquish his liquor license upon successful sale of the business set to occur June 30, 2016. Mr. Gurdip Samra, the President of Madison Road Mart, Inc. has applied for the license period July 1, 2016 to June 30, 2017.

Key Issues (maximum of 5):

1. Madison Road Mart, Inc. is located at 1343 Madison Road, in the City of Beloit, Harjinder Samra, Agent, is planning to purchase the established business known as Madison Road BP and get approved for a Class “B” Beer License for the license period July 1, 2016 to June 30, 2017. Mr. Harjinder Samra is also agent for Beloit Mobil, located at 1902 Shopiere Road, Liberty Mobil, located at 1407 Liberty Avenue, and Park Avenue Mart, located at 1771 Park Avenue.
2. A complete application with fees has been submitted to the Clerk’s office and was referred to the ABLCC for their June 14th agenda by the City Council on June 6th, 2016 via the consent agenda.
3. Captain Risse certified that he checked municipal and state criminal records and to the best of his knowledge, with the available information, the character, record and reputation are satisfactory and therefore, has no objection to the agent appointment.
4. Attorney Krueger asked Mr. Samra to reaffirm his answer to question #9 on his supplemental questionnaire for agents which asks if he understands that he can be personally given citations by the Police Department for such things as underage sales, open after hours or other related violations, even when he is not on the premises. Mr. Samra reaffirmed that he understood this responsibility.
5. The ABLCC reviewed this application at their June 14th meeting and recommends approval on the following motion: Move the approval of this license contingent on the successful sale and relinquishment of the liquor license from Madison Road BP, Pyarali Punjwani – agent. Motion carried 7-0.
6. The City Council will take action on the recommendation of the ABLCC at their June 20, 2016 for regular meeting.
7. Should the council vote in favor of the issuing of this license, the clerk will execute proper requests for inspections prior to issuing license.

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

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.): N/A

Action required/Recommendation: Staff recommends that the City Council accept the recommendation of the ABLCC.

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

Attachments: Original Alcohol Beverage Retail License Application, Auxiliary Questionnaire, Agent Appointment, Supplemental Questionnaire, letter of relinquishment/transfer from Madison Road BP.

Purchase of Madison Road BP

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

| Applicant's WI Seller's Permit No.: 456-1029230309-02 | | FEIN Number: | |
|---|--------------------------|--------------|--|
| LICENSE REQUESTED ▶ | | | |
| TYPE | FEE | | |
| <input checked="" type="checkbox"/> Class A beer | \$ 500 | | |
| <input type="checkbox"/> Class B beer | \$ | | |
| <input type="checkbox"/> Class C wine | \$ | | |
| <input checked="" type="checkbox"/> Class A liquor | \$ 500 | | |
| <input checked="" type="checkbox"/> Class A liquor (cider only) | \$ N/A | | |
| <input type="checkbox"/> Class B liquor | \$ | | |
| <input type="checkbox"/> Reserve Class B liquor | \$ | | |
| <input type="checkbox"/> Class B (wine only) winery | \$ | | |
| Publication fee | \$ 50.00 → PD | | |
| TOTAL FEE | \$ 1050.00 5-16-1 | | |

For the license period beginning July 1 20 16 ;
ending June 30 20 17 ;

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

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

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION
hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ Madison Road Mart, Inc.

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

| | Title | Name | Home Address | Post Office & Zip Code |
|-----------------------|------------------|------------------------|------------------------|-------------------------|
| President/Member | <u>President</u> | <u>Gurdip Samra</u> | <u>1985 Pebble Dr.</u> | <u>Beloit, WI 53511</u> |
| Vice President/Member | | | | |
| Secretary/Member | | | | |
| Treasurer/Member | | | | |
| Agent ▶ | | <u>Harjinder Samra</u> | <u>- 608-302-1730</u> | |
| Directors/Managers | | | | |

3. Trade Name ▶ Madison Road Mart Inc. Business Phone Number 608-368-0120
4. Address of Premises ▶ 1343 Madison Rd. Post Office & Zip Code ▶ Beloit, WI 53511

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Back room, cooler door, main floor, cashier area.

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

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? Beloit Enterprises

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 16 day of MAY, 20 16
Terry Seitz (Clerk/Notary Public)
My commission expires Sept. 10, 2016

GURDIP SSAMRA
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

| | | | |
|---|--------------------------------|---------------------------------|-----------------------------------|
| Date received and filed with municipal clerk <u>5-16-16</u> | Date reported to council/board | Date provisional license issued | Signature of Clerk / Deputy Clerk |
| Date license granted | Date license issued | License number issued | |

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

| | | | | | |
|--|--|-------------------------------|--------------------|----------------------------|-----------------------|
| Individual's Full Name (please print) (last name) <u>Samra</u> | | (first name) <u>Harjinder</u> | | (middle name) <u>Singh</u> | |
| Home Address (street/route) <u>1985 Pebble Dr.</u> | | Post Office | City <u>Beloit</u> | State <u>WI</u> | Zip Code <u>53511</u> |
| Home Phone Number <u>608 302 1730</u> | | Age | Date of Birth | Place of Birth | |

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

Applying for an alcohol beverage license as an individual.

A member of a partnership which is making application for an alcohol beverage license.

Agent of Madison Road Mart Inc.
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? about 12 years.

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. hold a beer license at Beloit Mobil located at 1902 Shopiere Rd
(Name, Location and Type of License/Permit) Beloit, WI 53511

5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify.
(Name of Wholesale Licensee, or Permittee) (Address By City and County)

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

| Employer's Name | Employer's Address | Employed From | To |
|--------------------------|--------------------------|---------------|------------------|
| <u>Samra & Singh</u> | <u>1902 Shopiere Rd.</u> | | <u>currently</u> |
| | | | |

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

Subscribed and sworn to before me

this 16 day of MAY, 2016
Terry Seitz
(Clerk/Notary Public)

[Signature]
(Signature of Named Individual)

My commission expires Sept. 10, 2016



Printed on Recycled Paper

Wisconsin Department of Revenue

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

| | | | |
|--|-------------|----------------------------|---------------------------------------|
| Individual's Full Name (please print) (last name) <u>Samra</u> | | (first name) <u>Gurdip</u> | (middle name) <u>Singh</u> |
| Home Address (street/route) <u>1985 Pebble Dr.</u> | Post Office | City <u>Beloit</u> | State <u>WI</u> Zip Code <u>53511</u> |
| Home Phone Number <u>608-302-1730</u> | | Date of Birth | Place of Birth |

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

Applying for an alcohol beverage license as an individual.

A member of a partnership which is making application for an alcohol beverage license.

President of Madison Road Mart Inc.
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? about 5 years

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. Park Avenue Mart Inc. located at 1771 Park Ave. Beloit, WI 535
(Name, Location and Type of License/Permit) holds a beer license

5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. _____ (Name of Wholesale Licensee or Permittee) _____ (Address By City and County)

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

| Employer's Name | Employer's Address | Employed From | To |
|------------------------------|----------------------------------|----------------------|--------------|
| <u>Park Avenue Mart Inc.</u> | <u>1771 Park Ave. Beloit, WI</u> | <u>November 2015</u> | <u>- Now</u> |
| | | | |

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

Subscribed and sworn to before me
this 16 day of MAY 2016
Terry Seitz
(Clerk/Notary Public)

My commission expires Sept. 10, 2016

GURDIP SAMRA
(Signature of Named Individual)



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

Submit to municipal clerk.

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

To the governing body of: Town Village City of Beloit County of Rock

The undersigned duly authorized officer(s)/members/managers of Madison Road Mart
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Madison Road Mart Inc.
(trade name)

located at 1343 Madison Rd. Beloit, WI 53511

appoints Harjinder Samra
(name of appointed agent)
1985 Pebble Dr. Beloit, WI 53511
(home address of appointed agent)

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

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
Agent for Beloit Mobil located at 1902 Shopiere Rd. Beloit, WI 53511

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

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

Place of residence last year 1985 Pebble Dr. Beloit, WI 53511

For: Madison Road Mart Inc.
(name of corporation/organization/limited liability company)

By: GURDIP SSAMRA
(signature of Officer/Member/Manager)

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

ACCEPTANCE BY AGENT

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

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

[Signature] 5/16/16
(signature of agent) (date) Agent's age _____

1985 Pebble Dr. Beloit, WI 53511
(home address of agent) Date of birth _____

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

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

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

**SUPPLEMENTAL QUESTIONNAIRE
FOR AGENTS**

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

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

QUESTIONS

1. The law requires that the entity appointing you as agent vest in you, by properly authorized and executed written delegation, full authority and control of the premises described in the license or permit of the entity, and of the conduct of all business on the premises relative to alcohol beverages, that the licensee or permittee could have and exercise if it were a natural person. Please state in your own words how you intend to fulfill those duties and exercise your authority.

2. Please describe any previous experience you have had in retail alcohol sales.

3. Please state how many other people will be under your supervision and engaged in alcohol beverage business.

4. Please describe what type of training you will offer to those under your supervision, describe whether the training will be ongoing and attach any written training materials or policy manuals you intend to rely on.

5. Please describe in detail what training, policy and procedures you intend to implement to ensure against underage sales.

6. Please describe what other employees will hold licenses to directly dispense alcohol.

7. Please describe whether you are going to be a full time employee and further state whether you either act as an alcohol agent for any other business or hold any other employment.

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

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

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

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

[Handwritten Signature]
Agent Signature

Harjinder Samra
(Print Agent Name)

Subscribed and sworn to before me this 16 day of 5, 2016

[Handwritten Signature]
Notary Public WISCONSIN
My commission: Expires: Sept. 10, 2016

GURDIPS SAMRA
Corporate Officer Signature
(Designate Office)

Gurdip S Samra
(Print Corporate Officer Name)

Subscribed and sworn to before me this 16 day of 5, 2016.

[Handwritten Signature]
Notary Public WISCONSIN
My commission: Expires: Sept. 10, 2016

1) I, as a business will make sure to fulfill my duties by: making sure to ID often and properly; train all employees; and require entry to alcoholic beverages to be locked at the proper times.

2) Experience I have in retail sales of alcohol has been in beer sales at the Samra & Singh (Beloit Mobil) since 2006 and S & S Oil, Inc. (Riverside Mobil) since 2008. I have also had liquor sales at the Riverside Mobil since May 2010. I also have beer and liquor licensing since May 2011 at Lake Mills Mobil, Inc.

3) This is a small business, so most shifts only have one person working at a time. I require everyone to have a liquor license, that way they don't need supervision after proper training.

4) Everyone must attend the Responsible Beverage class held at Blackhawk Technical College, within 90 days of them being hired. They must also keep their license up to date. Any new laws or manuals I receive from the State or from any vendors. I will make sure my employees read them and follow up on them with my employees.

5) Our policy and procedure on underage sales is that you, as an employee, are responsible for carding everyone who you sell to, that you are told when you are hired that if you sell to a minor it is immediate grounds for termination. Also, the tickets received for selling to underage persons is the responsibility of the employee: NO one else's.

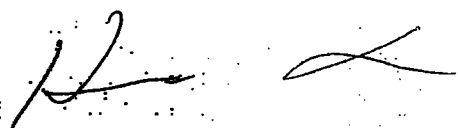
6) Four other employees, besides myself, hold a liquor license. These employees are the only persons who are able to sell liquor and work in the store alone during hours of beer or alcohol sales.

7) I am a full time employee at the Beloit Mobil and I have a manager who runs the Riverside Mobil, to where only I oversee things there.

8) My schedule:

| <u>SUN</u> | <u>MON</u> | <u>TUE</u> | <u>WED</u> | <u>THUR</u> | <u>FRI</u> | <u>SAT</u> |
|------------|------------|------------|------------|-------------|------------|------------|
| Off | 10am-6pm | 8am-5pm | 11am-6pm | 3pm-12a | 3pm-12am | 10am-2pm |

9) Yes, I understand that I can be personally given citations by the police department for underage sales, being open after or before hour sales and any other alcohol related violations, even if I am not on the premises.



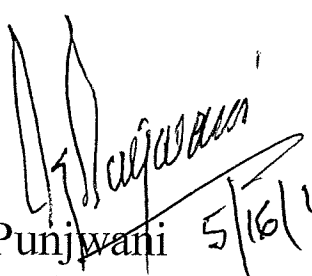
6-16-16

Madison road B.P
1343 Madison road
Beloit Wis 53511

To whom it may concern

I the undersigned hereby relinquish our Licences of
beer, wine, liquor and cigarette to ~~Madison road mart~~
~~Inc.~~, upon closing of our business. *successful sale*
of business to Madison Road mart, inc.

For Beloit Enterprises Inc
D/B/A Madison Road BP


Pyrali S. Punjwani
President and Agent
May 16th 2016

5/16/16

**RESOLUTION APPROVING A CLASS "A" BEER
AND "CLASS A" LIQUOR LICENSE FOR
ND GAS LLC, D/B/A BELOIT MOBIL ON THE RUN**

WHEREAS, a renewal application has been received for a Class "A Beer and "Class A" Liquor License from ND Gas LL, d/b/a Beloit Mobil on the Run, Syed Saiful Jawad Hussaini, Agent for the property located at 2883 Milwaukee Road, Beloit, Wisconsin; and

WHEREAS, the Alcohol Beverage License Control Committee recommended approval of this Class "A" Beer and "Class A" Liquor License for the 2016-2017 license year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit does hereby approve a renewal for a Class "A" Beer and "Class A" Liquor License for ND Gas LL, d/b/a Beloit Mobil on the Run, Syed Saiful Jawad Hussaini, Agent for the property located at 2883 Milwaukee Road, Beloit, Wisconsin.

Dated this 20th day of June, 2016.

David F. Luebke, City Council President

ATTEST:

Lorena Rae Stottler, City Clerk



CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Application for renewal of a Class "A" Beer and "Class A" Liquor license for ND Gas LLC, (d/b/a Beloit Mobil on the Run) located at 2883 Milwaukee Road, Syed Saiful Jawad Hussaini, Agent, for the license period July 1, 2016 to June 30, 2017.

Date: June 20, 2016

Presenter(s): Lorena Rae Stottler

Department: City Clerk

Overview/Background Information:

This renewal application was referred to ABLCC by City Council on May 2, 2016. At the ABLCC meeting of May 10th, both applications for ND Gas and ARP Petroleum were pulled from renewal because of an incomplete application of the new owner (ARP Petroleum). After making contact with the potential new owner, she is still unable to produce the required documents to meet the renewal deadline so the Clerk recommended the current business proceed with renewal and delay sale until the new licensing cycle begins July 1 when the new owner can reapply. The President of Beloit Mobil on the Run has applied for the license period July 1, 2016 to June 30, 2017. The future owner will need to re-apply at a later date when all legal items are taken care of and Mr. Jawad Hussaini will remain the agent for ND Gas as long as it takes.

Key Issues (maximum of 5):

1. Beloit Mobil on the Run is located at 2883 Milwaukee Road, in the City of Beloit, Syed Saiful Jawad Hussaini, Agent, is renewing a Class "A" Beer and "Class A" Liquor License for the license period July 1, 2016 to June 30, 2017.
2. A complete application with fees has been submitted to the Clerk's office and was delayed by the ABLCC at their May 10th meeting. The application is returning for their June 14th agenda for action.
3. The ABLCC reviewed this application at their June 14th meeting and recommends approval 7-0.
4. The City Council will take action on the recommendation of the ABLCC at their June 20, 2016 for regular meeting.
5. Should the council vote in favor of the issuing of this license, the clerk will execute proper requests for inspections prior to issuing license.

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

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.): N/A

Action required/Recommendation: Staff recommends that the City Council accept the recommendation of the ABLCC.

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

Attachments: Renewal Alcohol Beverage License Application

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7-1-16 ending: 6-30-17
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: Town of Village of City of } BELOIT

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

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

| Applicant's WI Seller's Permit No. / FEIN Number: <u>456-1026835463103 / 30-0533753</u> | |
|--|----------------------------|
| LICENSE REQUESTED | |
| TYPE | FEE |
| <input checked="" type="checkbox"/> Class A beer | \$ |
| <input type="checkbox"/> Class B beer | \$ |
| <input type="checkbox"/> Class C wine | \$ |
| <input checked="" type="checkbox"/> Class A liquor | \$ |
| <input type="checkbox"/> Class B liquor | \$ |
| <input type="checkbox"/> Reserve Class B liquor | \$ |
| <input type="checkbox"/> Class B (wine only) winery | \$ |
| Publication fee | \$ <u>50.00 PD 4-21-16</u> |
| TOTAL FEE | \$ |

A. Individual or Partnership:
 Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code


B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company ND GAS LLC
 Address of Corporation/Limited Liability Company (if different from licensed premises) _____

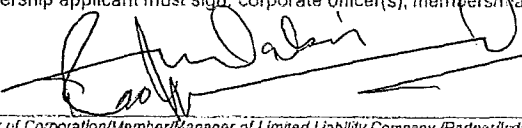
All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:
 Title Name (Inc. Middle Name) Home Address Post Office & Zip Code
 President/Member RAO MUDABIR AHMED 6532 Spring Brook Rd, Apt 202 Rockford IL 6114
 Vice President/Member _____
 Secretary/Member _____
 Treasurer/Member _____
 Agent Syed SAIFUL JAWAD HUSSAINI 7819, W state Rd 81, BELOIT WI 53511
 Directors/Managers _____

C. 1. Trade Name ND GAS LLC Beloit Mobil on the Run Business Phone Number 608-365-0963
 2. Address of Premises 2883 Post Office & Zip Code _____

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Please see Attached
5. Legal description (omit if street address is given above): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No
- b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side Yes No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Yes No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No
9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? [phone (608) 266-2776] Yes No
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME
 this 21 day of April, 20 16

(Clerk/Notary Public)
 My commission expires 8-21-17

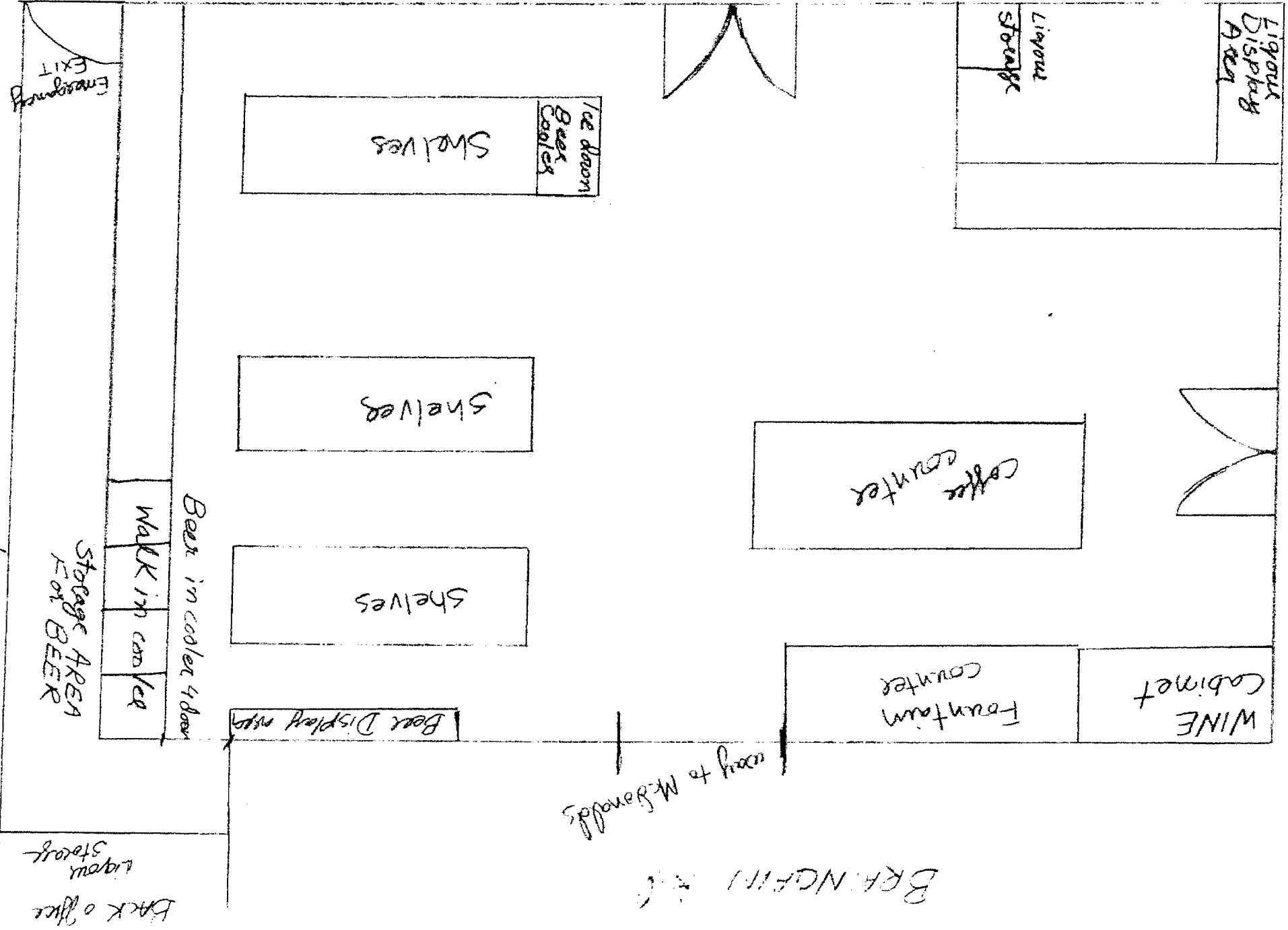

(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

| TO BE COMPLETED BY CLERK | | |
|--|---|---|
| Date received and filed with municipal clerk <u>4-21-16</u> | Date reported to council/board <u>5-2-16</u> | Date license granted <u>6-6-16</u> |
| License number issued <u>_____</u> | Date license issued <u>_____</u> | Signature of Clerk / Deputy Clerk <u>_____</u> |

ND GAS LLC, 2883 Milwaukee Rd, BELOIT WI 53511

BRANDER HILL

way to McDonald's





**AFFIDAVIT OF GROSS RECEIPTS
FOR CLASS "A," "CLASS A," AND "CLASS C" RETAILERS**

RAO MUDABIR AHMED, being first duly sworn on oath, states:
(Name)

1. RAO MUDABIR AHMED has applied for a Class
(Name of Applicant)

A or a Class C Retail Alcohol Beverage License.

2. The retail alcohol beverage license is for the premises located at
2883 Milwaukee Rd in the City of Beloit.
(Address)

3. The applicant does business at that location as
ND GAS LLC
(Business Name)

4. The applicant is operating as (check only one):

- An individual
- A partnership
- A corporation

5. The undersigned is (check only one):

- The applicant
- A partner
- An officer of the corporation, _____
(Title)

6. The undersigned is authorized to execute this affidavit on behalf of the applicant.

**RESOLUTION
AUTHORIZING FINAL PAYMENT OF PUBLIC WORKS CONTRACT C15-11
COLLEY ROAD INTERCEPTOR LINING**

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

WHEREAS, This project rehabilitated 1,275 linear feet of the 48" sanitary sewer interceptor running south from Colley Road.; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Beloit City Council that Michels Corporation be paid \$11,949.95 as the final payment for Public Works Contract C15-11 COLLEY ROAD INTERCEPTOR LINING as recommended by the City Engineer.

Dated at Beloit, Wisconsin, this 20th day of June 2016.

BELOIT CITY COUNCIL

David F. Luebke, President

ATTEST:

Lorena Rae Stottler, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Final Payment for Contract C15-11, COLLEY ROAD INTERCEPTOR LINING

Date: June 20, 2016

Presenter(s): Gregory Boysen

Department(s): Public Works/ Engineering

Overview/Background Information:

This project rehabilitated 1,275 linear feet of the 48" sanitary sewer interceptor running south from Colley Road..

Key Issues (maximum of 5):

- | | |
|--|---------------|
| 1. The requirements of the contract have been completed to the satisfaction of the City. | |
| 2. The awarded contract amount was | \$ 464,668.40 |
| Quantity increases and change orders | \$ 13,329.45 |
| Final contract total | \$ 477,997.85 |
| Outstanding payment due | \$ 11,949.95 |

The City Engineer, City Attorney, and Director of Accounting recommend that a final payment be made to Michels Corporation in the amount of \$11,949.95

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

1. **Develop a high quality community through the responsible stewardship and enhancement of City resources to further Beloit's resurgence as a gem of the Rock River Valley.**
 - This project preserves the quality of life in Beloit by maintaining the functionality of this sanitary sewer main while reducing its maintenance costs.

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

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

Approval of the Resolution authorizing the Final Payment.

Fiscal Note/Budget Impact:

Adequate funding is available in the 2015 Capital Improvement Plan.

CITY OF BELOIT
DEPARTMENTAL CORRESPONDENCE

TO: Mike Flesch

FROM: Bill Frisbee, Storm Water Engineer

DATE: May 12, 2016

SUBJECT: Final Payment Contract C15-11
COLLEY ROAD INTERCEPTOR LINING


The work on this project was completed on November 2, 2015. I have inspected the work and find it to be satisfactory and in compliance with the requirements of the contract. The contractor has asked for final payment. The project was inspected by city staff. The final payment quantities have been approved by the contractor.

The original contract amount was for \$464,668.40, and the final contract amount is \$477,997.85. The increase in cost was due to higher than expected flow rates resulting in additional bypass pumping equipment. Payments to date under this contract total \$466,047.90, and all lien waivers from subcontractors are on file.

Therefore, I recommend a final payment in the amount of \$11,949.95 be made to Michels Corporation

CITY OF BELOIT
DEPARTMENTAL CORRESPONDENCE

TO: Bill Frisbee, Storm Water Engineer

FROM: Elizabeth A. Krueger, City Attorney 

DATE: June 9, 2016

SUBJECT: **Final Payment Public Works Contract C15-11**
Michels Pipe Service, a division of Michels Corporation
Colley Road Interceptor Lining

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

/tdh
encs.

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Installation of a new monument sign at the Krueger Municipal Pool (1611 Hackett St) – Council Referral to the Plan Commission

Date: June 20, 2016

Presenter: Julie Christensen

Department(s): Community Development

Overview/Background Information:

The City of Beloit Parks and Leisure Services Division has requested that the Plan Commission review the proposed plans for the installation of a new monument sign at the Krueger Municipal Pool located at 1611 Hackett Street. Public improvements must be reviewed by the Plan Commission and approved by the City Council to comply with State Statutes.

Key Issues:

- The 2012-2016 Beloit Parks, Open Space and Recreation Plan recognizes that sign improvements at Krueger Park will enhance the use of the park and its facilities.
- The proposed monument-style is approximately 8 feet tall and 8 feet wide.
- The proposed sign design includes the integration of a 22 sq. ft. electronic variable messaging (EVM) sign.
- The subject property is located in the PLI, Public Lands and Institutions District.
 - EVM signs are permitted in the PLI district.
- The EVM sign would be used to display events and activities offered by the Parks and Leisure Services Division.

Conformance to Strategic Plan:

- Consideration of this request supports Strategic Goal #1.

Sustainability:

- **Reduce dependence upon fossil fuels** – N/A
 - **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
 - **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
 - **Meet the hierarchy of present and future human needs fairly and efficiently** – N/A
- The proposed signage will allow the Parks and Leisure Services Division to more effectively advertise both pool and city-wide events. This will encourage more people to take advantage of the great parks programs and facilities that Beloit has to offer.

Action required/Recommendation:

- Referral to Plan Commission for the June 22, 2016 meeting.
- This item will most likely return to City Council for review and possible action on July 6, 2016.

Fiscal Note/Budget Impact:

The construction of a new sign at the Krueger Municipal Pool is budgeted in the 2016 Capital Improvements Budget.

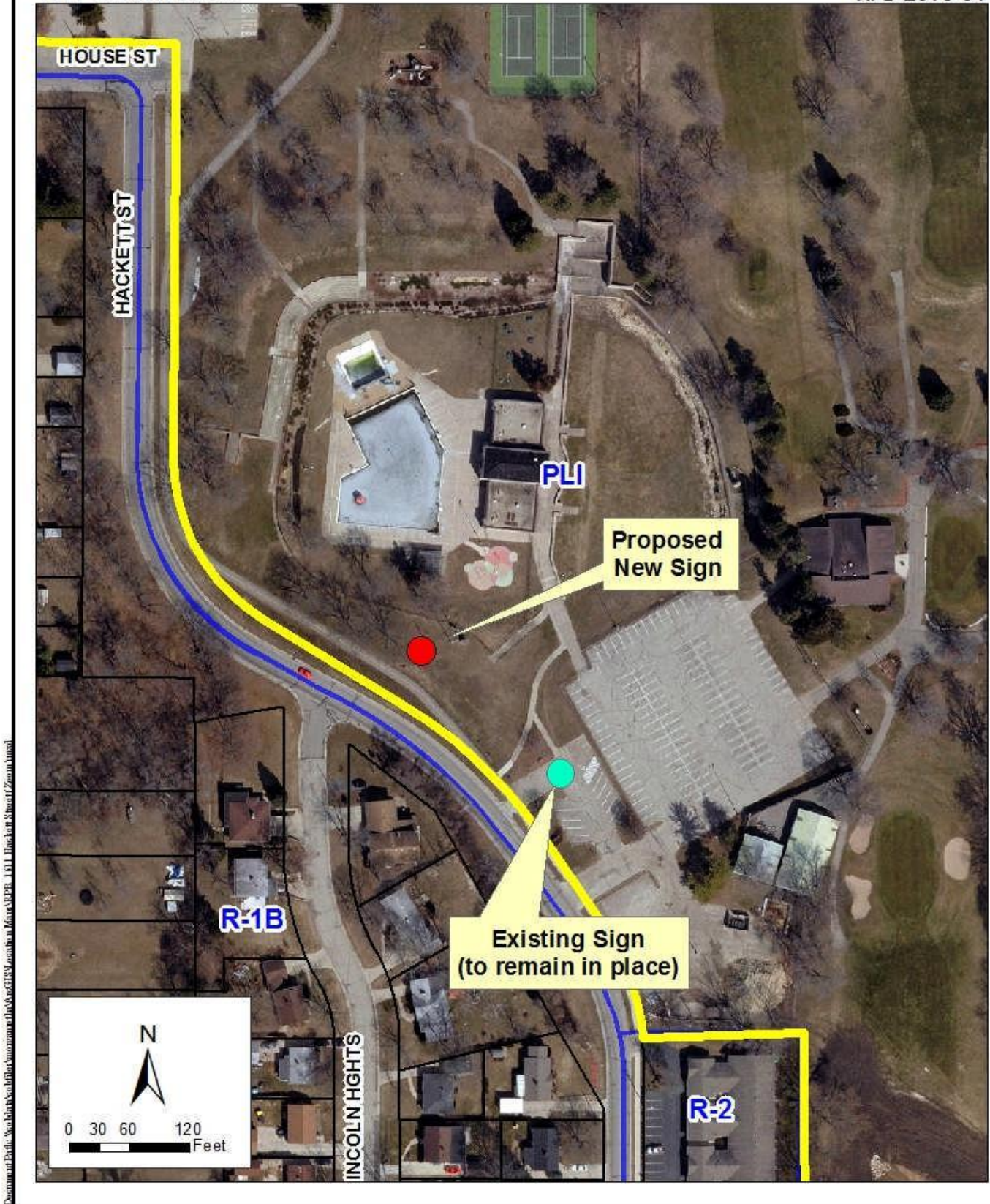
Attachments:

Location Map, Proposed Sign Location, and Renderings

Proposed Sign Location

1611 Hackett Street

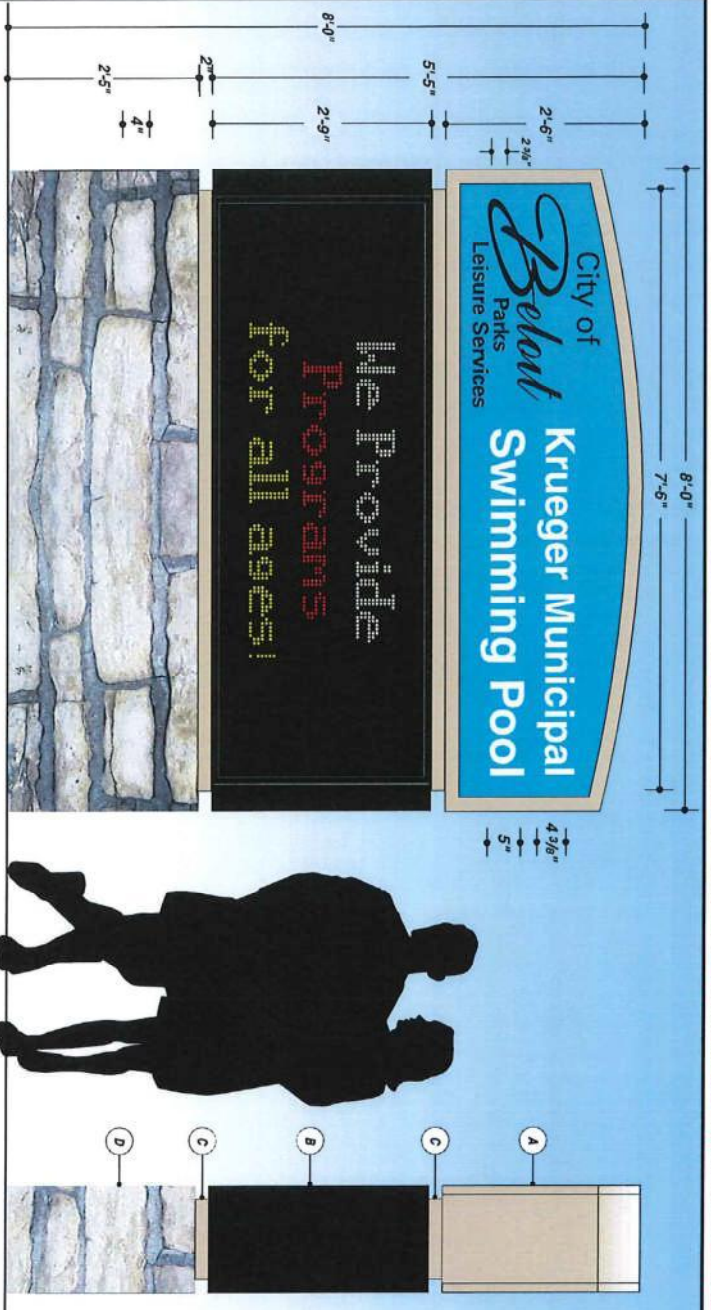
RPB-2016-04



Sign Rendering

IF THIS PRINTS ONTO ARTWORK PAGE THE FILE HAS BEEN SIZED TO FIT PAPER AND WILL NOT BE TO SCALE - UNCHECK THE FIT TO PAGE BOX IN ADOBE TO PRINT A SCALE PRINT

IF THIS PRINTS ONTO ARTWORK PAGE THE FILE HAS BEEN SIZED TO FIT PAPER AND WILL NOT BE TO SCALE - UNCHECK THE FIT TO PAGE BOX IN ADOBE TO PRINT A SCALE PRINT



TOTAL SQ. FT. OF SIGNAGE: 43.33 (1) CONCEPTUAL RENDERING (MAY NOT BE TO EXACT SCALE)



SIMULATED NIGHT VIEW

WWW.GRANTSIGNS.NET 2810 SYENE RD - MADISON, WI 53713 608.838.7794

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GRANT SIGNS
608 838.7794

JOB DESCRIPTION
DIE LED-ILLUMINATED EXTERIOR MONUMENT SIGN WITH SINGLE-SIDED ELECTRONIC MESSAGE CENTER

3330-57 OL' MYPIC BLUE (MNTU)
7725-12 BLACK (MNTU)

A) CABINET, ALUMINUM CONSTRUCTION, FACE WITH WHITE POLYCARBONATE WITH APPLIED VINYL GRAPHICS, ILLUMINATED WITH LENS.
B) ENC. HYCO 22MM, 32 X 56 MATRIX, FULL COLOR.
C) FABRICATE 2" REVEALS WITH PAINTED ALUMINUM
D) ALUMINUM POLE COVER, APPLY DIGITAL PRINT TO APPROXIMATE COBBLESTONE
INSTALL

RF: 01-23-16 • CH • UPDATED RENDERING PHOTO & ADDED COBBLESTONE DIGITAL PRINT TO POLE COVER, INCREASED POLE COVER HEIGHT, ADDED VINYL GRAPHICS
R2: 02-25-16 • CH • REPLACED ADDRESS AND ADDED "PARKS" TO BEHIND LOGO

FILE NAME: 55596-01 DATE: 01/22/16 SCALE: 3/4" = 1'-0"
FILE TYPE: DWG PDF OTHER

JOB NAME: KRUEGER PARKS
LOCATION: 1ST HACKETT ST. BELOIT, WI 53511
DRAWN BY: CH SALESMAN: EDWARD WREN

DESIGN APPROVED BY: _____
AUTHORIZED SIGNATURE: _____
DATE: _____

IF THIS PRINTS ONTO ARTWORK PAGE THE FILE HAS BEEN SIZED TO FIT PAPER AND WILL NOT BE TO SCALE - UNCHECK THE FIT TO PAGE BOX IN ADOBE TO PRINT A SCALE PRINT

**RESOLUTION TO APPROVE
COMPLIANCE MAINTENANCE ANNUAL REPORT**

WHEREAS, the State of Wisconsin has established Chapter NR 208, Compliance Maintenance, and

WHEREAS, NR 208, Compliance Maintenance requires owners of publicly owned treatment works to take necessary actions to avoid water quality degradation and prevent violations of WPDES permit effluent limits; and

WHEREAS, Compliance Maintenance encourages actions which promote the owner's awareness and responsibility for wastewater treatment needs, maximize the useful life of sewerage systems through improved operation and maintenance and initiate formal planning, design and construction to prevent effluent violations; and

WHEREAS, the owners of publicly owned treatment works must submit a Compliance Maintenance Annual Report (CMAR) to the Wisconsin Department of Natural Resources (WDNR) on or before June 30th of each year; and

WHEREAS, the CMAR describes the physical conditions and the performance of the sewerage system during the previous calendar year and provides a treatment works owner with an objective analysis to determine whether a more detailed evaluation of the sewerage system shall be conducted; and

WHEREAS, the City of Beloit's 2015 CMAR has been completed and the point system score is 4.00 which indicates the Water Pollution Control Facility is fully compliant with all requirements of NR 208; and

WHEREAS, NR 208 states that, "For point totals equal to or less than 3.00, the owner may evaluate and implement steps to address problems identified in the CMAR. The owner may initiate longer range planning for new, upgraded or additional treatment facilities";

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Beloit declares to the State of Wisconsin Department of Natural Resources that the following actions were taken by the Beloit City Council:

1. Reviewed the 2015 CMAR, which is attached to the Resolution.
2. Set forth actions necessary to maintain effluent requirements contained in the WPDES permit.

Adopted this _____ day of _____, 2016.

David F. Luebke
City Council President

Attest:

Lorena Rae Stottler
City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: 2015 Wastewater Utility Wisconsin DNR Compliance Maintenance Annual Report

Date: June 20, 2016

Presenter(s): Harry Mathos

Department(s): Public Works/Water Resources

Overview/Background Information: The purpose of the Wisconsin Department of Natural Resources Compliance Maintenance Annual Report is to evaluate the wastewater treatment and collection systems for problems or deficiencies. Management, operation and maintenance activities are described. Owners identify proposed actions to prevent violations of Wisconsin Pollution Discharge Elimination System permits and water degradation.

Key Issues (maximum of 5):

1. Promote the owner's awareness and responsibility for wastewater treatment and collection needs.
2. Maximize the useful life of wastewater treatment systems through improved operation and maintenance.
3. Initiate formal planning, design and construction for system upgrades.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.): The CMAR is a tool to identify strengths and potential weaknesses which can be used/corrected to protect the health, safety and environment of the Lower Rock River Watershed through effective pollution abatement. Key goals include:

1. Meet all Wisconsin Pollution Discharge Elimination System permit criteria.
2. Identify and maintain adequate funding for operation, repair, upgrades and equipment replacement.
3. Identify potential deficiencies and develop compliance schedule.

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:** The Water Resource Division (WRD) continuously seeks and identifies areas to utilize byproducts of the treatment process. As an example, the WRD utilizes the bio-gas (methane) generated in its anaerobic digestion process to fire boilers which, in turn, is used to heat buildings and digesters. This reduces the need and consumption of natural gas.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature:** In order to prevent disease causing organisms from entering the Rock River, the WRD uses sodium hypochlorite/sodium bisulfite to disinfect the effluent. The current system has worked exceptionally well since the plant's inception however, alternative methods, such as ultra-violet radiation, are evaluated periodically to determine feasibility.
- **Reduce dependence on activities that harm life sustaining eco-systems:** The WRD is required by the EPA to create and implement a public awareness program to make citizens/rate payers aware of alternative activities to reduce the amount of harmful products discharged to the sanitary/storm sewer system.
- **Meet the hierarchy of present and future human needs fairly and efficiently:** A properly operated and maintained wastewater treatment facility is critical to sustain and improve the Lower Rock River Watershed for current and future generations.

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: Review and approve CMAR as written.

Fiscal Note/Budget Impact: N/A

Compliance Maintenance Annual Report

Beloit Wastewater Treatment Facility

Last Updated: Reporting For:

5/4/2016

2015

Influent Flow and Loading

1. Monthly Average Flows and (C)BOD Loadings

1.1 Verify the following monthly flows and (C)BOD loadings to your facility.

| Outfall No. 701 | Influent Monthly Average Flow, MGD | x | Influent Monthly Average (C)BOD Concentration mg/L | x | 8.34 | = | Influent Monthly Average (C)BOD Loading, lbs/day |
|--------------------|------------------------------------|---|--|---|------|---|--|
| January | 3.3749 | x | 606 | x | 8.34 | = | 17,058 |
| February | 3.3288 | x | 649 | x | 8.34 | = | 18,012 |
| March | 3.4449 | x | 621 | x | 8.34 | = | 17,838 |
| April | 3.5801 | x | 706 | x | 8.34 | = | 21,080 |
| May | 3.5435 | x | 703 | x | 8.34 | = | 20,783 |
| June | 3.8904 | x | 485 | x | 8.34 | = | 15,741 |
| July | 3.7455 | x | 517 | x | 8.34 | = | 16,144 |
| August | 3.6153 | x | 559 | x | 8.34 | = | 16,844 |
| September | 3.6798 | x | 451 | x | 8.34 | = | 13,851 |
| October | 3.6322 | x | 556 | x | 8.34 | = | 16,846 |
| November | 3.6788 | x | 618 | x | 8.34 | = | 18,964 |
| December | 4.3062 | x | 496 | x | 8.34 | = | 17,821 |

2. Maximum Month Design Flow and Design (C)BOD Loading

2.1 Verify the design flow and loading for your facility.

| Design | Design Factor | x | % | = | % of Design |
|----------------------------|---------------|---|-----|---|-------------|
| Max Month Design Flow, MGD | 11 | x | 90 | = | 9.9 |
| | | x | 100 | = | 11 |
| Design (C)BOD, lbs/day | 37200 | x | 90 | = | 33480 |
| | | x | 100 | = | 37200 |

2.2 Verify the number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

| | Months of Influent | Number of times flow was greater than 90% of | Number of times flow was greater than 100% of | Number of times (C)BOD was greater than 90% of design | Number of times (C)BOD was greater than 100% of design |
|-------------------------------|--------------------|--|---|---|--|
| January | 1 | 0 | 0 | 0 | 0 |
| February | 1 | 0 | 0 | 0 | 0 |
| March | 1 | 0 | 0 | 0 | 0 |
| April | 1 | 0 | 0 | 0 | 0 |
| May | 1 | 0 | 0 | 0 | 0 |
| June | 1 | 0 | 0 | 0 | 0 |
| July | 1 | 0 | 0 | 0 | 0 |
| August | 1 | 0 | 0 | 0 | 0 |
| September | 1 | 0 | 0 | 0 | 0 |
| October | 1 | 0 | 0 | 0 | 0 |
| November | 1 | 0 | 0 | 0 | 0 |
| December | 1 | 0 | 0 | 0 | 0 |
| Points per each | | 2 | 1 | 3 | 2 |
| Exceedances | | 0 | 0 | 0 | 0 |
| Points | | 0 | 0 | 0 | 0 |
| Total Number of Points | | | | | 0 |

0

Compliance Maintenance Annual Report

Beloit Wastewater Treatment Facility

Last Updated: Reporting For:
5/4/2016 2015

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

Yes

No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

Yes

No

If Yes, please explain:

Six - SIU permit violations

Nine - Commercial permit violations, citations and NOV's issued

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks Holding Tanks Grease Traps

Yes

Yes

Yes

No

No

No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

Yes gallons

No

Holding Tanks

Yes gallons

No

Grease Traps

Yes gallons

No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

Yes

No

If yes, describe the situation and your community's response.

Compliance Maintenance Annual Report

Beloit Wastewater Treatment Facility

Last Updated: Reporting For:
5/4/2016 **2015**

| | |
|--|--|
| <p>6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.? <input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</p> <div style="border: 1px solid black; padding: 5px;"><p>Hormel "bottoms" = 47,600 gallons. Septage receiving station to monitor activity and annual random sample analysis.</p></div> | |
|--|--|

| | |
|---|----------|
| Total Points Generated | 0 |
| Score (100 - Total Points Generated) | 100 |
| Section Grade | A |

Compliance Maintenance Annual Report

Beloit Wastewater Treatment Facility

Last Updated: Reporting For:
5/4/2016 **2015**

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

| Outfall No. 001 | Monthly Average Limit (mg/L) | 90% of Permit Limit > 10 (mg/L) | Effluent Monthly Average (mg/L) | Months of Discharge with a Limit | Permit Limit Exceedance | 90% Permit Limit Exceedance |
|--------------------|------------------------------|---------------------------------|---------------------------------|----------------------------------|-------------------------|-----------------------------|
| January | 25 | 22.5 | 4 | 1 | 0 | 0 |
| February | 25 | 22.5 | 6 | 1 | 0 | 0 |
| March | 25 | 22.5 | 6 | 1 | 0 | 0 |
| April | 25 | 22.5 | 6 | 1 | 0 | 0 |
| May | 25 | 22.5 | 5 | 1 | 0 | 0 |
| June | 25 | 22.5 | 3 | 1 | 0 | 0 |
| July | 25 | 22.5 | 5 | 1 | 0 | 0 |
| August | 25 | 22.5 | 4 | 1 | 0 | 0 |
| September | 25 | 22.5 | 3 | 1 | 0 | 0 |
| October | 25 | 22.5 | 5 | 1 | 0 | 0 |
| November | 25 | 22.5 | 9 | 1 | 0 | 0 |
| December | 25 | 22.5 | 8 | 1 | 0 | 0 |

* Equals limit if limit is <= 10

| | | | |
|--|----|---|----------|
| Months of discharge/yr | 12 | | |
| Points per each exceedance with 12 months of discharge | | 7 | 3 |
| Exceedances | | 0 | 0 |
| Points | | 0 | 0 |
| Total number of points | | | 0 |

0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

None.

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

Yes

Enter last calibration date (MM/DD/YYYY)

06/01/2015

No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

None.

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

Yes

No

If Yes, please explain:

Compliance Maintenance Annual Report

Beloit Wastewater Treatment Facility

Last Updated: Reporting For:

5/4/2016

2015

| |
|---|
| <p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <p>_____</p> <p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>Please explain unless not applicable:</p> <p>_____</p> |
|---|

| | |
|---|----------|
| Total Points Generated | 0 |
| Score (100 - Total Points Generated) | 100 |
| Section Grade | A |

Compliance Maintenance Annual Report

Beloit Wastewater Treatment Facility

Last Updated: Reporting For:
5/4/2016 **2015**

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

| Outfall No. 001 | Monthly Average Limit (mg/L) | 90% of Permit Limit >10 (mg/L) | Effluent Monthly Average (mg/L) | Months of Discharge with a Limit | Permit Limit Exceedance | 90% Permit Limit Exceedance |
|--------------------|------------------------------------|--------------------------------------|------------------------------------|--|----------------------------|-----------------------------------|
| January | 30 | 27 | 6 | 1 | 0 | 0 |
| February | 30 | 27 | 10 | 1 | 0 | 0 |
| March | 30 | 27 | 10 | 1 | 0 | 0 |
| April | 30 | 27 | 14 | 1 | 0 | 0 |
| May | 30 | 27 | 7 | 1 | 0 | 0 |
| June | 30 | 27 | 4 | 1 | 0 | 0 |
| July | 30 | 27 | 6 | 1 | 0 | 0 |
| August | 30 | 27 | 5 | 1 | 0 | 0 |
| September | 30 | 27 | 4 | 1 | 0 | 0 |
| October | 30 | 27 | 5 | 1 | 0 | 0 |
| November | 30 | 27 | 12 | 1 | 0 | 0 |
| December | 30 | 27 | 9 | 1 | 0 | 0 |

* Equals limit if limit is <= 10

| | | | |
|--|----------|----------|----------|
| Months of Discharge/yr | 12 | | |
| Points per each exceedance with 12 months of discharge: | 7 | 3 | |
| Exceedances | 0 | 0 | |
| Points | 0 | 0 | |
| Total Number of Points | | | 0 |

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

| |
|--|
| |
|--|

| | |
|---|----------|
| Total Points Generated | 0 |
| Score (100 - Total Points Generated) | 100 |
| Section Grade | A |

Compliance Maintenance Annual Report

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Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

| Outfall No. 001 | Monthly Average phosphorus Limit (mg/L) | Effluent Monthly Average phosphorus (mg/L) | Months of Discharge with a Limit | Permit Limit Exceedance |
|--|---|--|----------------------------------|-------------------------|
| January | 2 | 0.3 | 1 | 0 |
| February | 2 | 0.4 | 1 | 0 |
| March | 2 | 0.4 | 1 | 0 |
| April | 2 | 0.5 | 1 | 0 |
| May | 2 | 0.3 | 1 | 0 |
| June | 2 | 0.8 | 1 | 0 |
| July | 2 | 1.8 | 1 | 0 |
| August | 2 | 1.3 | 1 | 0 |
| September | 2 | 0.4 | 1 | 0 |
| October | 2 | 0.7 | 1 | 0 |
| November | 2 | 1.0 | 1 | 0 |
| December | 2 | 1.0 | 1 | 0 |
| Months of Discharge/yr | | | 12 | |
| Points per each exceedance with 12 months of discharge: | | | | 10 |
| Exceedances | | | | 0 |
| Total Number of Points | | | | 0 |

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

| | |
|---|----------|
| Total Points Generated | 0 |
| Score (100 - Total Points Generated) | 100 |
| Section Grade | A |

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Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit
- Publicly Distributed Exceptional Quality Biosolids
- Hauled to another permitted facility
- Landfilled
- Incinerated
- Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

7264.90 acres

2.1.2 How many acres did you use?

703 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

- Yes (30 points)
- No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

- Yes
- No (10 points)
- N/A

0

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 002 - Anaerobic Liquid Sludge

| Parameter | 80% of Limit | H.Q. Limit | Ceiling Limit | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | 80% Value | High Quality | Ceiling |
|------------|--------------|------------|---------------|------|-----|-----|-----|------|-----|------|-----|------|-----|------|-----|-----------|--------------|---------|
| Arsenic | | 41 | 75 | <4.6 | | | | <4 | | <3.2 | | <3.9 | | <2.8 | | | 0 | 0 |
| Cadmium | | 39 | 85 | .68 | | | | .61 | | .63 | | .88 | | .61 | | | 0 | 0 |
| Copper | | 1500 | 4300 | 290 | | | | 250 | | 260 | | 280 | | 340 | | | 0 | 0 |
| Lead | | 300 | 840 | 12 | | | | 12 | | 11 | | 16 | | 13 | | | 0 | 0 |
| Mercury | | 17 | 57 | <2 | | | | <1.4 | | <1.1 | | <1.4 | | <.45 | | | 0 | 0 |
| Molybdenum | 60 | | 75 | 8.6 | | | | 8.3 | | 8.3 | | 9.9 | | 13 | | 0 | | 0 |
| Nickel | 336 | | 420 | 18 | | | | 17 | | 22 | | 20 | | 18 | | 0 | | 0 |
| Selenium | 80 | | 100 | <6.5 | | | | <5.7 | | <4.5 | | <5.5 | | <3.9 | | 0 | | 0 |
| Zinc | | 2800 | 7500 | 520 | | | | 4.1 | | 470 | | 520 | | 550 | | | 0 | 0 |

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

- Exceedence Points
- 0 (0 Points)

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1-2 (10 Points)
 > 2 (15 Points)
 3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)
 Yes
 No (10 points)
 N/A - Did not exceed limits or no HQ limit applies (0 points)
 N/A - Did not land apply biosolids until limit was met (0 points)
 3.1.3 Number of times any of the metals exceeded the ceiling limits = 0
 Exceedence Points
 0 (0 Points)
 1 (10 Points)
 > 1 (15 Points)
 3.1.4 Were biosolids land applied which exceeded the ceiling limit?
 Yes (20 Points)
 No (0 Points)
 3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

0

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, Contact Us.

| | |
|------------------------------|------------------------------|
| Outfall Number: | 002 |
| Biosolids Class: | B |
| Bacteria Type and Limit: | F |
| Sample Dates: | 01/01/2015 - 03/31/2015 |
| Density: | 14,345 |
| Sample Concentration Amount: | MPN/G TS |
| Requirement Met: | Yes |
| Land Applied: | No |
| Process: | ANAER |
| Process Description: | 35 to 40 Days at 94 degrees. |

| | |
|------------------------------|------------------------------|
| Outfall Number: | 002 |
| Biosolids Class: | B |
| Bacteria Type and Limit: | F |
| Sample Dates: | 04/01/2015 - 06/30/2015 |
| Density: | 83,710 |
| Sample Concentration Amount: | MPN/G TS |
| Requirement Met: | Yes |
| Land Applied: | Yes |
| Process: | ANAER |
| Process Description: | 35 to 40 days at 94 degrees. |

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| | | |
|--|------------------------------|---|
| Outfall Number: | 002 | |
| Biosolids Class: | B | |
| Bacteria Type and Limit: | F | |
| Sample Dates: | 07/01/2015 - 08/31/2015 | |
| Density: | 102,900 | |
| Sample Concentration Amount: | MPN/G TS | |
| Requirement Met: | Yes | |
| Land Applied: | Yes | |
| Process: | ANAER | |
| Process Description: | 35 to 40 Days at 94 Degrees. | |
| Outfall Number: | 002 | 0 |
| Biosolids Class: | B | |
| Bacteria Type and Limit: | F | |
| Sample Dates: | 11/01/2015 - 12/31/2015 | |
| Density: | 15,860 | |
| Sample Concentration Amount: | MPN/G TS | |
| Requirement Met: | Yes | |
| Land Applied: | Yes | |
| Process: | ANAER | |
| Process Description: | 35 to 40 days at 94 degrees. | |
| Outfall Number: | 005 | |
| Biosolids Class: | B | |
| Bacteria Type and Limit: | F | |
| Sample Dates: | 09/01/2015 - 10/31/2015 | |
| Density: | 15,860 | |
| Sample Concentration Amount: | MPN/G TS | |
| Requirement Met: | Yes | |
| Land Applied: | Yes | |
| Process: | ANAER | |
| Process Description: | 35-40 days at 94 degrees. | |
| <p>4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.</p> <p>4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?</p> <ul style="list-style-type: none"> <input type="radio"/> Yes (40 Points) <input checked="" type="radio"/> No <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | | |
| <p>5. Vector Attraction Reduction (per outfall):</p> <p>5.1 Verify the following information. If any of the information is incorrect, Contact Us.</p> | | |

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| | | |
|--|------------|---|
| Outfall Number: | 002 | |
| Method Date: | 03/31/2015 | |
| Option Used To Satisfy Requirement: | INJ | |
| Requirement Met: | Yes | |
| Land Applied: | No | |
| Limit (if applicable): | | |
| Results (if applicable): | | |
| Outfall Number: | 002 | |
| Method Date: | 06/30/2015 | |
| Option Used To Satisfy Requirement: | INJ | |
| Requirement Met: | Yes | |
| Land Applied: | Yes | |
| Limit (if applicable): | | |
| Results (if applicable): | | |
| Outfall Number: | 002 | 0 |
| Method Date: | 08/31/2015 | |
| Option Used To Satisfy Requirement: | INJ | |
| Requirement Met: | Yes | |
| Land Applied: | Yes | |
| Limit (if applicable): | | |
| Results (if applicable): | | |
| Outfall Number: | 002 | |
| Method Date: | 12/31/2015 | |
| Option Used To Satisfy Requirement: | INJ | |
| Requirement Met: | Yes | |
| Land Applied: | Yes | |
| Limit (if applicable): | | |
| Results (if applicable): | | |
| Outfall Number: | 005 | |
| Method Date: | 10/31/2015 | |
| Option Used To Satisfy Requirement: | INJ | |
| Requirement Met: | Yes | |
| Land Applied: | Yes | |
| Limit (if applicable): | | |
| Results (if applicable): | | |
| <p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | | |
| 6. Biosolids Storage | | |

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| | |
|---|-----------------|
| <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <ul style="list-style-type: none"> ● <input checked="" type="radio"/> \geq 180 days (0 Points) ○ 150 - 179 days (10 Points) ○ 120 - 149 days (20 Points) ○ 90 - 119 days (30 Points) ○ $<$ 90 days (40 Points) ○ N/A (0 Points) <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | <p>0</p> |
| <p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | |

| | |
|---|----------|
| Total Points Generated | 0 |
| Score (100 - Total Points Generated) | 100 |
| Section Grade | A |

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Staffing and Preventative Maintenance (All Treatment Plants)

| | |
|--|---|
| <p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | |
| <p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes (Continue with question 2)<input type="radio"/> No (40 points) <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<ul style="list-style-type: none"><input type="radio"/> Paper file system<input checked="" type="radio"/> Computer system<input type="radio"/> Both paper and computer system<input type="radio"/> No (10 points) | 0 |
| <p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M Manual that can be used as a reference when needed?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No | |
| <p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Excellent<input type="radio"/> Very good<input type="radio"/> Good<input type="radio"/> Fair<input type="radio"/> Poor <p>Describe your rating:</p> <div style="border: 1px solid black; padding: 5px;">Facility is staffed with exceptionally qualified employees committed to permit compliance with an emphasis on preventive and corrective maintenance.</div> | |

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| | |
|---|------------|
| Total Points Generated | 0 |
| Score (100 - Total Points Generated) | 100 |
| Section Grade | A |

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

Certification No:

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

| Sub Class | SubClass Description | WWTP | OIC | | |
|-----------|-------------------------------|----------|-----|-------|----------|
| | | Advanced | OIT | Basic | Advanced |
| A1 | Suspended Growth Processes | X | | | X |
| A2 | Attached Growth Processes | | X | | |
| A3 | Recirculating Media Filters | | | | |
| A4 | Ponds, Lagoons and Natural | | | | |
| A5 | Anaerobic Treatment Of Liquid | | | | |
| B | Solids Separation | X | | | X |
| C | Biological Solids/Sludges | X | | | X |
| P | Total Phosphorus | X | | | X |
| N | Total Nitrogen | | | | |
| D | Disinfection | X | | | X |
| L | Laboratory | X | X | | |
| U | Unique Treatment Systems | | | | |
| SS | Sanitary Sewage Collection | X | NA | NA | NA |

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2015 - 2016; subclass SS is basic level only.)

- Yes (0 points)
- No (20 points)

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- One or more additional certified operators on staff
- An arrangement with another certified operator
- An arrangement with another community with a certified operator
- An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- A consultant to serve as your certified operator
- None of the above (20 points)

If "None of the above" is selected, please explain:

0

4. Continuing Education Credits

4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

OIT and Basic Certification:

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| | |
|---|--|
| <ul style="list-style-type: none">○ Averaging 6 or more CECs per year.○ Averaging less than 6 CECs per year. Advanced Certification: <ul style="list-style-type: none">● Averaging 8 or more CECs per year.○ Averaging less than 8 CECs per year. | |
|---|--|

| | |
|---|----------|
| Total Points Generated | 0 |
| Score (100 - Total Points Generated) | 100 |
| Section Grade | A |

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Financial Management

| | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|--|--|--|----|--|--|----|--|---|----|--|---|--|--|--|----|--|---|--|--|--|----|--|--|
| <p>1. Provider of Financial Information</p> <p>Name: <input style="width: 150px;" type="text" value="Dawn DeuVall"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="(608) 364-6686"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="deuvalld@beloitwi.gov"/></p> | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (40 points) <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</p> <p>Year: <input style="width: 50px;" type="text" value="2015"/></p> <ul style="list-style-type: none"> <input checked="" type="radio"/> 0-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> N/A (private facility) <p>2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (40 points) | 0 | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</p> | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</p> <p>Year: <input style="width: 50px;" type="text" value="2015"/></p> <ul style="list-style-type: none"> <input checked="" type="radio"/> 1-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> N/A <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 35%; text-align: right;"><input style="width: 100%;" type="text" value="2,731,399.81"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="2,731,399.81"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="0.00"/></td> </tr> <tr> <td style="text-align: right;">+</td> <td></td> <td></td> </tr> <tr> <td>3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="0.00"/></td> </tr> <tr> <td style="text-align: right;">-</td> <td></td> <td></td> </tr> <tr> <td>3.2.6 Ending Balance as of December 31st for CMAR Reporting Year</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="2,731,399.81"/></td> </tr> </table> | 3.2.1 Ending Balance Reported on Last Year's CMAR | \$ | <input style="width: 100%;" type="text" value="2,731,399.81"/> | 3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.) | \$ | <input style="width: 100%;" type="text" value="0.00"/> | 3.2.3 Adjusted January 1st Beginning Balance | \$ | <input style="width: 100%;" type="text" value="2,731,399.81"/> | 3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.) | \$ | <input style="width: 100%;" type="text" value="0.00"/> | + | | | 3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) | \$ | <input style="width: 100%;" type="text" value="0.00"/> | - | | | 3.2.6 Ending Balance as of December 31st for CMAR Reporting Year | \$ | <input style="width: 100%;" type="text" value="2,731,399.81"/> | |
| 3.2.1 Ending Balance Reported on Last Year's CMAR | \$ | <input style="width: 100%;" type="text" value="2,731,399.81"/> | | | | | | | | | | | | | | | | | | | | | | | |
| 3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.) | \$ | <input style="width: 100%;" type="text" value="0.00"/> | | | | | | | | | | | | | | | | | | | | | | | |
| 3.2.3 Adjusted January 1st Beginning Balance | \$ | <input style="width: 100%;" type="text" value="2,731,399.81"/> | | | | | | | | | | | | | | | | | | | | | | | |
| 3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.) | \$ | <input style="width: 100%;" type="text" value="0.00"/> | | | | | | | | | | | | | | | | | | | | | | | |
| + | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) | \$ | <input style="width: 100%;" type="text" value="0.00"/> | | | | | | | | | | | | | | | | | | | | | | | |
| - | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.2.6 Ending Balance as of December 31st for CMAR Reporting Year | \$ | <input style="width: 100%;" type="text" value="2,731,399.81"/> | | | | | | | | | | | | | | | | | | | | | | | |

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All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP link under Info in the left-side menu.

0

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

| Project # | Project Description | Estimated Cost | Approximate Construction Year |
|-----------|--------------------------------|----------------|-------------------------------|
| 1 | Phosphorus removal enhancement | 492500 | 2017 |
| 2 | Lift station upgrades | 250000 | 2018 |
| 3 | Digester mixing | 2276000 | 2018 |

5. Financial Management General Comments

| | |
|---|------------|
| Total Points Generated | 0 |
| Score (100 - Total Points Generated) | 100 |
| Section Grade | A |

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Sanitary Sewer Collection Systems

1. CMOM Program

1.1 Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit?

- Yes
- No

1.2 Did you have a documented (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance (O&M) or CMOM program last calendar year?

- Yes (Continue with question 1)
- No (30 points) (Go to question 2)

1.3 Check the elements listed below that are included in your O&M or CMOM program.

Goals

Describe the specific goals you have for your collection system:

Maintain current goals with sufficient staffing and funding.

Organization

Do you have the following written organizational elements (check only those that apply)?

- Ownership and governing body description
- Organizational chart
- Personnel and position descriptions
- Internal communication procedures
- Public information and education program

Legal Authority

Do you have the legal authority for the following (check only those that apply)?

- Sewer use ordinance Last Revised Date (MM/DD/YYYY) 06/01/2016
- Pretreatment/industrial control Programs
- Fat, oil and grease control
- Illicit discharges (commercial, industrial)
- Private property clear water (sump pumps, roof or foundation drains, etc.)
- Private lateral inspections/repairs
- Service and management agreements

Maintenance Activities (provide details in question 2)

Design and Performance Provisions

How do you ensure that your sewer system is designed and constructed properly?

- State plumbing code
- DNR NR 110 standards
- Local municipal code requirements
- Construction, inspection, and testing
- Others:

Overflow Emergency Response Plan:

Does your emergency response capability include (check only those that apply)?

- Alarm system and routine testing
- Emergency equipment
- Emergency procedures
- Communications/notifications (DNR, internal, public, media, etc.)

Capacity Assurance:

How well do you know your sewer system? Do you have the following?

- Current and up-to-date sewer map
- Sewer system plans and specifications

Compliance Maintenance Annual Report

Beloit Wastewater Treatment Facility

Last Updated: Reporting For:
5/4/2016 2015

Manhole location map
 Lift station pump and wet well capacity information
 Lift station O&M manuals
 Within your sewer system have you identified the following?
 Areas with flat sewers
 Areas with surcharging
 Areas with bottlenecks or constrictions
 Areas with chronic basement backups or SSOs
 Areas with excess debris, solids, or grease accumulation
 Areas with heavy root growth
 Areas with excessive infiltration/inflow (I/I)
 Sewers with severe defects that affect flow capacity
 Adequacy of capacity for new connections
 Lift station capacity and/or pumping problems
 Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed
 Special Studies Last Year (check only those that apply):
 Infiltration/Inflow (I/I) Analysis
 Sewer System Evaluation Survey (SSES)
 Sewer Evaluation and Capacity Management Plan (SECAP)
 Lift Station Evaluation Report
 Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

| | | |
|---------------------------|----------------------------------|---------------------------|
| Cleaning | <input type="text" value="57"/> | % of system/year |
| Root removal | <input type="text" value="25"/> | % of system/year |
| Flow monitoring | <input type="text" value="0"/> | % of system/year |
| Smoke testing | <input type="text" value="0"/> | % of system/year |
| Sewer line televising | <input type="text" value="3"/> | % of system/year |
| Manhole inspections | <input type="text" value="50"/> | % of system/year |
| Lift station O&M | <input type="text" value="11"/> | # per L.S./year |
| Manhole rehabilitation | <input type="text" value="1.5"/> | % of manholes rehabbed |
| Mainline rehabilitation | <input type="text" value="0.5"/> | % of sewer lines rehabbed |
| Private sewer inspections | <input type="text" value="0"/> | % of system/year |
| Private sewer I/I removal | <input type="text" value="0"/> | % of private services |

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

Compliance Maintenance Annual Report

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| | |
|---|--|
| 36.7 | Total actual amount of precipitation last year in inches |
| 34.5 | Annual average precipitation (for your location) |
| 173 | Miles of sanitary sewer |
| 11 | Number of lift stations |
| 0 | Number of lift station failures |
| 0 | Number of sewer pipe failures |
| 3 | Number of basement backup occurrences |
| 55 | Number of complaints |
| 3.6517 | Average daily flow in MGD (if available) |
| 4.3062 | Peak monthly flow in MGD (if available) |
| .253 | Peak hourly flow in MGD (if available) |
| 3.2 Performance ratios for the past year: | |
| 0.00 | Lift station failures (failures/year) |
| 0.00 | Sewer pipe failures (pipe failures/sewer mile/yr) |
| 0.00 | Sanitary sewer overflows (number/sewer mile/yr) |
| 0.02 | Basement backups (number/sewer mile) |
| 0.32 | Complaints (number/sewer mile) |
| 1.2 | Peaking factor ratio (Peak Monthly:Annual Daily Avg) |
| 0.1 | Peaking factor ratio (Peak Hourly:Annual Daily Avg) |

4. Overflows

| LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED ** | | | |
|---|----------|-------|-----------------------|
| Date | Location | Cause | Estimated Volume (MG) |
| None reported | | | |

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes
- No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

System has appeared to reach a state of equilibrium relative to I&I. Influent flows have remained steady with fewer peaks.

5.4 What is being done to address infiltration/inflow in your collection system?

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2015

Continue program of CIPP lining, grouting of manholes, spray-line manholes with concrete and continue efforts such as lock-down castings in low lying areas.

| | |
|---|----------|
| Total Points Generated | 0 |
| Score (100 - Total Points Generated) | 100 |
| Section Grade | A |

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Grading Summary

WPDES No: 0023370

| SECTIONS | LETTER GRADE | GRADE POINTS | WEIGHTING FACTORS | SECTION POINTS |
|---|--------------|--------------|-------------------|----------------|
| Influent | A | 4 | 3 | 12 |
| BOD/CBOD | A | 4 | 10 | 40 |
| TSS | A | 4 | 5 | 20 |
| Phosphorus | A | 4 | 3 | 12 |
| Biosolids | A | 4 | 5 | 20 |
| Staffing/PM | A | 4 | 1 | 4 |
| OpCert | A | 4 | 1 | 4 |
| Financial | A | 4 | 1 | 4 |
| Collection | A | 4 | 3 | 12 |
| TOTALS | | | 32 | 128 |
| GRADE POINT AVERAGE (GPA) = 4.00 | | | | |

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

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Resolution or Owner's Statement

| | |
|-------------------------------------|---|
| Name of Governing Body or Owner: | <input type="text" value="City of Beloit"/> |
| Date of Resolution or Action Taken: | <input type="text"/> |
| Resolution Number: | <input type="text"/> |
| Date of Submittal: | <input type="text"/> |

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

| | |
|--|----------------------|
| Influent Flow and Loadings: Grade = A | <input type="text"/> |
| Effluent Quality: BOD: Grade = A | <input type="text"/> |
| Effluent Quality: TSS: Grade = A | <input type="text"/> |
| Effluent Quality: Phosphorus: Grade = A | <input type="text"/> |
| Biosolids Quality and Management: Grade = A | <input type="text"/> |
| Staffing: Grade = A | <input type="text"/> |
| Operator Certification: Grade = A | <input type="text"/> |
| Financial Management: Grade = A | <input type="text"/> |
| Collection Systems: Grade = A (Regardless of grade, response required for Collection Systems if SSOs were reported) | <input type="text"/> |

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS
(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

| |
|----------------------|
| <input type="text"/> |
|----------------------|

RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR VISIT BELOIT'S COMMUNITY IMPROVEMENT GRANT

WHEREAS, funds are provided by Visit Beloit to a municipality in order to assist with their efforts in adding or rejuvenating tourism-related infrastructure in their community; and

WHEREAS, this grant program is to improve the Beloit region in ways that visitors and locals alike will enjoy; and

WHEREAS, the project would add additional banners throughout Downtown Beloit; and

WHEREAS, the maximum available funds are \$4,023.55.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute any resulting grant agreement and do all other things necessary with to implement said grant and the purpose thereof; 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 20th day of June, 2016

David F. Luebke, City Council President

Attest:

Lorena Rae Stottler, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Community Improvement Grant

Date: June 20, 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 Business Improvement District since 1988. To improve the look of the downtown area, the DBA would like to apply for a grant through Visit Beloit called the Community Improvement Grant. These funds go to a municipality in order to assist with their efforts in adding or rejuvenating tourism-related infrastructure, such as wayfinding signage, multi-use trails, waterway access, benches, etc. in their community. This grant program is to improve the Beloit region in ways that visitors and locals alike will enjoy, like new construction, improving infrastructure, beautification, renovations and repairs.

Key Issues (maximum of 5):

1. The proposed project would be to add additional banners throughout Downtown Beloit.
2. Throughout the district, there are currently only 18 banners. This grant would add up to an additional 42 banners.
3. The maximum available funds are \$4,023.55.
4. The grant application must be received by Stateline Community Foundation by July 8th, 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 beautify Downtown Beloit.

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 grant 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: June 20, 2016

FUNDING SOURCE: Visit Beloit

NAME OF GRANT: Community Improvement Grant

AMOUNT OF PROPOSED GRANT: \$4,023.55

LOCAL MATCH REQUIREMENTS: \$0.00

PURPOSE OF GRANT: Funds are provided by Visit Beloit to a municipality in order to assist with their efforts in adding or rejuvenating tourism-related infrastructure, such as wayfinding signage, multi-use trails, waterway access, benches, etc. in their community. This grant program is to improve the Beloit region in ways that visitors and locals alike will enjoy, like new construction, improving infrastructure, beautification, renovations and repairs.

The proposed project would be to add additional banners throughout Downtown Beloit. Throughout the district, there are currently only 18 banners. This grant would add up to an additional 42 banners. The maximum available funds are \$4,023.55. The grant application must be received by Stateline Community Foundation no later than July 8th, 2016.

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

CITY OF BELOIT



REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Ordinance to Amend Various Sections of the Municipal Code Pertaining to the Residential Rental Unit Inspection Program and Rental Registration Certificates

Date: June 20, 2016

Presenter: Julie Christensen

Department: Community Development

Overview/Background Information:

2015 Wisconsin Act 176 was enacted in March 2016. The Act includes various provisions which affect the city's rental dwelling permit program. Due to the Act, several changes are recommended to be made to the Municipal Code. They are discussed further below:

Key Issues (maximum of 5):

1. The proposed ordinance renames the title of the document issued to property owners from annual "rental dwelling permit" to an annual "rental registration certificate" in various sections of the Municipal Ordinance.
 2. Section 2 provides a clearer explanation of the fees being charged for the Rental Inspection Program.
 3. Section 4 provides the rationale for the Rental Inspection Program that the City currently administers.
 4. Section 5 removes the provision which allowed the City to suspend the Rental Registration Certificate for failure to allow a rental inspection.
 5. Section 6 specifies the late fee amount will be established by City Council resolution. Currently, we follow the language in Section 14.012 which specifies that a late fee of \$5 or 20 percent of the license, whichever is greater. The fee resolution which is also on your agenda includes the same late fee that we currently are charging under this section of code.
 6. Finally, Section 12 specifies how we will transition from the Rental Dwelling Permit to the Rental Registration Certificate.
-

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 The rental unit inspection program and rental registration program help the City to preserve and enhance the quality of our neighborhoods.

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:

2nd reading of the attached ordinance

Fiscal Note/Budget Impact:

No additional fiscal impact to the City Budget.

Attachments:

Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTIONS 7.06(2)(c)1, 7.065, 7.21(2), 14.02(9), 14.06(1), (2), (3), (4), (6), and 25.04(4)(d) OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF BELOIT PERTAINING TO RENTAL UNIT INSPECTION PROGRAM AND RENTAL REGISTRATION CERTIFICATES

Section 1. Section 7.06(2)(c)1 of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

- “1. At least once every 3 years. Under a systematic cyclical schedule devised by the Director of Community and Housing Services; and/or”

Section 2. Section 7.065 of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:

“7.065 FEES.

- (a) The City shall charge a residential rental unit inspection fee as established by City Council resolution.
- (b) The City shall charge a residential rental unit initial reinspection fee as established by City Council resolution.
- (c) The City shall charge a residential rental unit subsequent reinspection fee as established by City Council resolution.
- (d) Any fee charged under this section shall be entered as a special charge against the property and collected in the manner provided in §66.0627, Wis. Stats.”

Section 3. Section 7.21(2) of the Code of General Ordinances of the City of Beloit is hereby amended to include, in alphabetical order, the following additions and amendments to chapter definitions:

“*Dwelling Unit.* One or more rooms arranged for the use of one or more individuals living together as a single housekeeping unit with cooking, living, sanitary and sleeping facilities. Dwelling unit also includes individual rooming units within a rooming house as those terms are defined herein.”

Section 4. Section 14.02(9) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

“(9) DELINQUENT DEBTS OWED TO THE CITY.

(a) Denial of Annual Rental Registration Certificate, License or Permit. No annual rental registration certificate, license or permit or conditional use permit authorized or required by the Code of General Ordinances of the City of Beloit or by the Zoning Code of the City of Beloit shall be granted or issued:

1. To any person who owes any unpaid, delinquent personal property tax, real estate tax, room tax, special assessment, municipal court forfeiture, charges for false fire or burglar alarms or abandoned 9-1-1 calls, parking ticket, sewer or water bill, ambulance bill, hazardous material spill response charge, inspection fee or Community Development Block Grant loan payment to the City of Beloit.
2. For any premises for which real estate taxes, sewer or water bills, room taxes or special assessments owed to the City are delinquent and unpaid.
3. For any premises containing personal property upon which a personal property tax owed to the City was assessed and the personal property tax remains unpaid and delinquent.

Historic Note: Tavern League of Wisconsin v. City of Madison, 389 N.W.2d 54, 131 Wis.2d 477 (App. 1986).

This paragraph (a) does not apply to annual dog licenses. In this subsection, an "annual rental registration certificate, license or permit" is a rental registration certificate, license or permit having a 12-month term or longer. An "annual rental registration certificate, license or permit" does not lose its status as such merely because it is issued after the beginning of the term or because the license or permit fee is prorated for the remainder of the term. "Person" includes a natural person, corporation, limited liability company, partnership, limited partnership, association, cooperative or any other entity making application for a license in the name of that entity. In this subsection, a Community Development Block Grant loan payment is delinquent if it is not paid within 30 days of the due date specified in the loan agreement. No annual rental registration certificate, license or permit shall be denied if a payment becomes delinquent after fully completed and properly executed application, together with any required application fee, has been filed with the appropriate City official.

(b) Bankruptcy. Paragraph (a) of this subsection does not apply to a person whose personal liability for payment of a delinquent tax or other charge has been discharged by order of a U.S. Bankruptcy Court or other court of competent jurisdiction. Paragraph (a) does not apply to a bankrupt or a bankrupt's premises covered by an automatic stay issued by a U.S. Bankruptcy Court or other court of competent jurisdiction while the automatic stay is in effect.

- (c) Notice of Denial; Appeal. If the grant or issuance of an annual rental registration certificate, license or permit or conditional use permit is denied for nonpayment of delinquent taxes or charges, the person or department responsible for the issuance of the annual license or permit or conditional use permit, shall notify the applicant in writing that the rental registration certificate, license, permit or conditional use permit will not be granted or issued because of the unpaid delinquent taxes or charges. The notice shall be mailed to the applicant, by first class mail, at the address indicated by applicant in the application form. The notice shall advise the applicant that he/she may appeal the denial of the rental registration certificate, license, permit or conditional use permit to the City Council by filing a written notice of appeal with the City Clerk within 10 days of the date of the notice. The City Council shall afford the applicant a hearing after which the City Council shall grant or deny the rental registration certificate, license, permit or conditional use permit."

Section 5. The title to 14.06 and section 14.06(1) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

"14.06 - ANNUAL RENTAL REGISTRATION CERTIFICATE~~PERMIT~~ FOR RENTAL DWELLING UNITS. ←

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- (1) FINDINGS. The City Council finds that it is necessary to establish a systematic city-wide program for inspection of rental dwelling units in the City ~~to ensure that those units are safe and sanitary, for the purpose of preserving and promoting public health, safety, comfort, convenience, and general welfare and prosperity of the people of the City of Beloit and its environs.~~ Further, for the purpose of preserving and enhancing the general physical and aesthetic condition and monetary value of the real property and neighborhoods by establishing minimum housing and property maintenance standards for controlling and effecting the occupancy, use, maintenance and repair of all buildings and structures within the City of Beloit which are operated, used, employed or utilized for the purpose of rental housing.

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It is recognized that there may now be, or, may in the future be, buildings, structures, yards or vacant areas and combinations thereof which are so dilapidated, unsafe, dangerous, unhygienic, overcrowded, inadequately maintained or lacking in basic equipment or facilities, light, ventilation and heating so as to constitute a menace to the health, safety, and general welfare of the people and constitute a public nuisance or blighting influence upon the neighborhood.

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The establishment and enforcement of minimum rental housing and property maintenance standards is necessary to preserve and promote the private and public interest. The purpose of this ordinance is not to create or otherwise establish or designate any particular class or group of persons who will or should be protected or benefited by the terms of this ordinance. The council also finds that each rental dwelling unit should be inspected at least once every 3 years to ensure that each unit complies with the requirements of city codes. Further, the council finds that the cost of the inspection pro-gram should be born by the owners of the dwelling units and that an

~~annual permit fee should be imposed in an amount that is no greater than necessary to defray the cost of the program.”~~

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Section 6. Section 14.06(2) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

- “(2) ANNUAL ~~RENTAL REGISTRATION CERTIFICATE PERMIT~~ REQUIRED. No property owner shall lease any dwelling unit to another person unless, at the time the dwelling unit is let, the owner possesses a valid ~~rental registration certificate permit~~ issued by the Community and Housing Services Division of the Department of Community Development for operation of that dwelling unit. No ~~rental registration certificate permit~~ shall be issued if the owner of the dwelling unit has done any of the following:
- (a) Has failed to provide all information required by the application form or has failed to sign the application form.
 - (b) Has provided false or incorrect information on the application form.
 - ~~(c) Has refused to allow a building official to inspect the dwelling unit pursuant to §7.06(2)(c) for compliance with the City of Beloit Property Maintenance Code.~~
 - (d) Reserved.
 - (e) Has failed to comply with an order to correct any condition in the dwelling unit which violates any provision of the Code of General Ordinances of the City of Beloit.
 - (f) Has failed to pay any delinquent charge specified in §14.02(9).
 - (g) Has had a prior ~~rental registration certificate permit~~ for the dwelling unit suspended and has failed to take the action necessary to reinstate the same.

If any of the deficiencies listed above apply, the ~~rental registration certificate permit~~ shall not be issued until all of the deficiencies have been corrected and any prior order of suspension has been terminated. The issuance of an annual ~~rental registration certificate permit~~ does not warrant that the dwelling unit to which it is issued is free of ordinance violations or otherwise fit for human habitation.

Rental dwelling units licensed by the State of Wisconsin are exempt from ~~rental registration certificate permit~~ requirements of this section.

In this section "dwelling unit" has the meaning prescribed by §7.21(2) of this Municipal Code. In this section a dwelling unit shall be deemed "leased" or "rented" if the person occupying the dwelling unit pays any consideration to the owner of the premises for the right to occupy the dwelling unit. "Consideration" includes, but is not limited to, money, services, property, payment of the owner's mortgage, program fees or anything of value. If the dwelling unit is occupied by someone other than the owner, such occupancy shall give rise to a rebuttable presumption that the occupant has paid a consideration to the owner.”

Section 7. Section 14.06(3) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

- “(3) ANNUAL ~~RENTAL REGISTRATION CERTIFICATE PERMIT~~ FEE.
- (a) Amount of Fee. The annual ~~rental registration certificate permit~~ fee shall be as ~~established/prescribed~~ by City Council resolution.
- (b) Exemption. The following dwelling units shall be exempt from the annual ~~permit~~ fee, but shall remain subject to all other requirements of this section:
1. Units owned ~~by the City of Beloit, the State of Wisconsin, or a political subdivision thereof and/or operated by a non-stock, non-profit corporation organized under Ch. 181, Wis. Stats.~~
 2. ~~Units owned and/or operated by a religious society incorporated under Ch. 187, Wis. Stats.~~
 3. ~~Units owned and/or operated~~ by a corporation or other organization which qualifies for Federal Tax Exemption, pursuant to §501(c) of the Internal Revenue Code.
- (c) Late fee. Any person who renews his/her annual rental registration certificate after the expiration date shall be required to pay, in addition to the regular rental registration certificate fee, a late fee as established by City Council resolution.”

Section 8. Section 14.06(4) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

- “(4) APPLICATION ~~FOR PERMIT AND TERM OF PERMIT~~.
- (a) Application. An application for a ~~rental registration certificate permit~~ shall be filed, including the applicable fee, with the Community and Housing Services Division of the Department of Community Development on a form provided by the Community and Housing Services Division.
- (b) Term. The ~~rental registration certificate permit~~ shall be issued for 12 months beginning on March 1 of each year and ending on the last day of February of each subsequent year. An application filed on or after March 1 shall be subject to a late fee.”

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Section 9. Section 14.06(6) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

- “(6) SUSPENSION OF ~~RENTAL REGISTRATION CERTIFICATE PERMIT~~.
- (a) Suspension for Failure to Correct Code Violations. Whenever a building official finds that the conditions of a dwelling unit are in violation of the provisions of the Code of General Ordinances of the City of Beloit, he shall notify the owner to correct the violation within the time prescribed by any applicable ordinance or within a reasonable time if there is no applicable ordinance. At the end of the time allowed for correction of the violation, the building official shall determine whether the violation has been corrected. If the building official determines that a violation has not been corrected, he shall issue a municipal citation to the owner of the property. If the owner is found guilty of the violation alleged in the

citation, and the violation is not immediately thereafter corrected, the owner's rental ~~dwelling registration certificate~~ permit shall be suspended.

~~(b) — Suspension for Failure to Allow Inspection. (Am. #3383) The owner's rental dwelling permit shall be suspended if the owner refuses to allow a building official to conduct an inspection required by §7.06(2)(c) of the Property Maintenance Code of the City of Beloit.~~

(bg) Suspension for Failure to Pay Fee. The owner's rental ~~dwelling registration certificate~~ permit shall be suspended if the owner fails to pay a fee as required by this section or §7.065 of the Property Maintenance Code of the City of Beloit.

(c) Leasing of Dwelling Unit During Suspension of Rental Registration Certificate Permit is Prohibited. No property owner shall lease a dwelling unit to another person after the ~~rental registration certificate~~ permit for that dwelling unit is suspended. Any owner who lets a dwelling unit to another person while the rental ~~permit registration certificate~~ is suspended shall be subject to a forfeiture of not less than \$500 nor more than \$1,000 for a first offense, not less than \$750 nor more than \$1,000 for a second offense and not less than \$1,000 for a third or subsequent offense. Each day that a violation continues to exist constitutes a separate violation of this paragraph.”

Section 10. Section 25.04(4)(d) of the Code of General Ordinances of the City of Beloit is hereby amended to include, in numerical order, the following additions and amendments to the list of city employees authorized to issue municipal citations for violation of city ordinances:

| Chapter | Title | Enforcement Official |
|---------|---|---|
| 14.06 | Annual Rental Dwelling Registration Certificates Permits | Director of Community and Housing Services; Inspection Official; Administrative Assistant in the Community and Housing Services Division; Administrative Assistant in the Planning and Building Services Division |

Section 11. If any section, clause, provision or portion of this ordinance is judged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall remain in force and not be affected by such judgment.

Section 12. All resolutions, ordinances, orders or parts thereof in conflict in whole or in part with any of the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

Section 13. An owner of a residential rental property that has applied for or has been issued an annual rental dwelling permit for the period of March 1, 2016 through February 28, 2017 will be issued rental registration certificate by the City at no further cost to the owner. An owner of a residential rental property who has not applied for or been issued an annual rental dwelling permit for the period March 1, 2016 through February 28, 2017, must comply with the terms of this ordinance and make an application for a rental registration certificate within 30 days of the effective date of this ordinance to avoid the imposition of a late fee.

Section 14. This ordinance shall be in force and take effect upon passage and publication.

Adopted this ____ day of June, 2016.

CITY COUNCIL FOR THE CITY OF БЕЛОIT

By: _____
David F. Luebke, President

ATTEST:

By: _____
Lorena Rae Stottler, City Clerk

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

tdh/ordinances/Rental Registration Ordinance Changes 20160601 (16-1086)

CITY OF BELOIT



REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: AN ORDINANCE TO CREATE SECTIONS 14.03(3g) and (12)(bg), AND TO AMEND SECTION 25.04(4)(c) OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF BELOIT PERTAINING TO POSSESSION/USE OF ILLEGAL FIREWORKS

Date: June 20, 2016

Presenter: Captain Dan Molland

Department: Police

Overview/Background Information:

The ordinance changes are requested to address a local enforcement gap in current language of the ordinance that precludes the department's ability to locally enforce "possession" of illegal fireworks. The current ordinance limits enforcement to use of an illegal firework as opposed to the statutory prohibition of possession and use. This can create difficulty in enforcement and requires all charges of possession to go to the circuit court for prosecution. The proposed changes adopt state statutory language relative to fireworks possession, including the exceptions thereto. The proposed ordinance will provide both the police and fire departments with greater enforcement capability in addressing fireworks violations. As this ordinance has not been reviewed in several years, it is the intent to revisit the entire ordinance related to fireworks to make its provisions consistent with state law in the coming year.

Key Issues:

1. Police and fire personnel typically deal with fireworks violations; however, under current ordinance do not have the authority to issue a municipal citation unless a person is observed using the illegal firework.
2. Illegal use of fireworks is a huge public safety concern in terms of injury to the public from errant fireworks as well as fire danger to dwellings and occupants.
3. Beloit has a recurring issue with the use of illegal fireworks. This ordinance amendment will provide the ability for police and fire to locally enforce these issues.
4. Staff requests suspension of the rules to allow first and second readings in order to provide educational and informational materials to the public prior to the July 4th festivities.

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

Approval of this ordinance would conform with Goal #3's stated purpose to proactively partner with individuals and businesses to promote a safe and healthy community, minimize personal injury, prevent loss of life, and protect property and natural resources.

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

- Reduce dependence upon fossil fuels 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 requests to suspend the rules for first and second reading and recommends adoption of the attached ordinance.

Fiscal Note/Budget Impact:

No direct budgetary impact.

Attachments:

Resolution

20160531

ORDINANCE NO. _____

AN ORDINANCE TO CREATE SECTIONS 14.03(3g) and (12)(bg), AND TO AMEND SECTION 25.04(4)(c) OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF BELOIT PERTAINING TO POSSESSION/USE OF ILLEGAL FIREWORKS

Section 1. Section 14.03(3g) of the Code of General Ordinances of the City of Beloit is hereby created to read as follows:

“(3g) SECTION 167.10(3) WISCONSIN STATUTES ADOPTED. Section 167.10(3), Wis. Stats., is adopted and incorporated, by reference, into this Municipal Code.”

Section 2. Section 14.03(12)(bg) of the Code of General Ordinances of the City of Beloit is hereby created to read as follows:

“(bg) Any person who commits a violation of subsection (3g) of this section shall be subject to a forfeiture of not less than \$100 nor more than \$5,000.”

Section 3. Section 25.04(4)(c) of the Code of General Ordinances of the City of Beloit is hereby amended to include, in numerical order, the following additions and amendments to the schedule of cash deposits:

| | | | | |
|-----------|---|-----|-----|-----|
| 14.03(3g) | Unlawful possession or use of Fireworks | 100 | 200 | 500 |
|-----------|---|-----|-----|-----|

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

Adopted this ____ day of June, 2016.

CITY COUNCIL FOR THE CITY OF BELOIT

By: _____
David F. Luebke, President

ATTEST:

By: _____
Lorena Rae Stottler, City Clerk

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

June 20, 2016

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

The undersigned David F. Luebke, duly elected President of the Beloit City Council, subject to confirmation by the Beloit City Council, does hereby appoint the following citizen members to the vacancies and terms indicated below, said appointments being pursuant to nominations made and approved by the Appointment Review Committee at the Regular meeting held June 13, 2016:

David F. Luebke, President, Beloit City Council

Appointments

Alcohol Beverage License Control Committee

Incumbent **Dennis Baskin**, Beloit School District's Representative for the 2016-2017 school year

Equal Opportunities Commission

Incumbent **Steve Howland** to a term ending June 30, 2019

Incumbent **Jennifer L. Perreault** to a term ending June 30, 2019

Incumbent **Mary Weaver** to a term ending June 30, 2019

Municipal Library Board

Shelly Cronin, 1719 Emerson St. (replacing Nora Gard) as Beloit School District's Representative for the 2016-2017 school year

Martin Densch, 2796 E. Ridge Rd. (replacing Barbara A. Milsap-Morrow) to a term ending June 30, 2019

Incumbent **Angela P. Moore** to a term ending June 30, 2019

Incumbent **Samantha Johnson** to a term ending June 30, 2019

Park, Recreation & Conservation Advisory Commission

Shelly Cronin, 1719 Emerson St. (replacing Laurie Endres) as Beloit School District's Representative for the 2016-2017 school year

PLEASE ANNOUNCE THE FOLLOWING VACANCIES

Alcohol Beverage License Control Committee (1 vacancy for Tavern League Rep.)

Appointment Review Committee

Board of Review

Equal Opportunities Commission

Municipal Golf Committee (1 vacancy for youth representative)

**RESOLUTION AUTHORIZING SCHEDULE OF FEES AND CHARGES
FOR RESIDENTIAL RENTAL UNIT INSPECTIONS AND
ANNUAL RENTAL REGISTRATION CERTIFICATES**

WHEREAS, the City of Beloit has the authority to establish reasonable fees for services provided or costs incurred in the administration of government; and

WHEREAS, chapters 7 and 14 of the Municipal Code provides that certain fees related to residential rental unit inspections and rental registration certificates shall be established by City Council resolution; and

WHEREAS, the fees and charges set forth hereinafter are reasonable, equitable and necessary to defray the cost of such programs.

NOW, THEREFORE, BE IT RESOLVED, that the City Council adopts the fees as outlined hereinafter.

RESIDENTIAL RENTAL UNIT INSPECTION FEES

| <u>Description</u> | <u>Amount</u> | <u>Unit</u> |
|-----------------------------|---------------|-------------|
| Inspection Fee | \$0.00 | Each |
| Initial Reinspection Fee | \$50.00 | Each |
| Subsequent Reinspection Fee | \$75.00 | Each |

ANNUAL RENTAL REGISTRATION CERTIFICATE

| <u>Description</u> | <u>Amount</u> | <u>Unit</u> |
|--|---------------|----------------------------|
| Annual Rental Registration Certificate | \$40.00 | Per dwelling unit/per year |
| Late Fee | \$8.00 | Each |

Dated at Beloit, Wisconsin this 20th day of June, 2016.

CITY COUNCIL FOR CITY OF БЕLOIT

By: _____
David F. Luebke, President

Attest:

Lorena Rae Stottler, City Clerk

Tdh/files/16-1086/2016 Fee Resolution Rental Registration 20160526 (16-1086)

CITY OF BELOIT



REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Fee Resolution for Residential Rental Inspections and Annual Rental Registration Certificate

Date: June 6, 2016

Presenter: Julie Christensen

Department: Community Development

Overview/Background Information:

The Rental Registration and Rental Inspection Ordinance earlier on the agenda provides for fees to be established by City Council Resolution.

Key Issues (maximum of 5):

1. The rental inspection fees were first introduced in the 2014 budget. The fees on the attached schedule are similar to those fees.
 2. The Annual Rental Registration Certificate Fee and late fee are identical to what is currently being charged for the Annual Rental Permit.
-

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 The proposed fees help pay for the staff time to process the rental applications and the inspector time to go back to a property multiple times.

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:

Action on the Proposed Fee Resolution

Fiscal Note/Budget Impact:

If the fees are not approved as indicated on the resolution, there may be a negative impact on the City's current budget. The 2016 budget was prepared assuming these fees were in place.

Attachments:

Resolution

RESOLUTION APPROVING MUTUAL COOPERATION AGREEMENT WITH THE CITY OF JANESVILLE, THE CITY OF EDGERTON, THE CITY OF EVANSVILLE, THE CITY OF MILTON, THE VILLAGE OF CLINTON, THE VILLAGE OF FOOTVILLE, THE VILLAGE OF ORFORDVILLE, AND THE COUNTY OF ROCK, INCLUDING POLITICAL SUBDIVISIONS THEREIN, TO FORM A FEDERAL HOME PROGRAM CONSORTIUM

WHEREAS, the federal government has appropriated funds under the HOME Investment Partnership Act, which is Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 (hereinafter “NAHA”), as amended (42 U.S. C. 12701); and

WHEREAS, NAHA allows units of general local government to enter into a mutual cooperation agreement to form a consortium to obtain Federal funds as a participating jurisdiction under the HOME Program (hereinafter “HOME Consortium”); and

WHEREAS, pursuant to §§59.01 and 66.0301, Wis. Stats., municipalities and counties in Wisconsin have the necessary authority to enter into intergovernmental agreements of the type herein contemplated; and

WHEREAS, the City of Beloit does not itself qualify for entitlement funding but seeks to qualify for direct entitlement funding from the U.S. Department of Housing and Urban Development for forming a HOME Program Partnership Consortium; and

WHEREAS, the City of Beloit, the City of Edgerton, the City of Evansville, the City of Janesville, the City of Milton, the Village of Clinton, the Village of Footville, the Village of Orfordville, and the County of Rock, including political subdivisions therein, seek to form a Federal HOME Program Consortium; and

WHEREAS, the City of Janesville will act as the Representative Member or Lead Agency for the HOME Consortium entity and will assume overall responsibility for ensuring the Consortium’s HOME Program is carried out in compliance with the requirements of the HOME Program; and

WHEREAS, the Cities of Beloit and Janesville and the County of Rock will serve as Administrative Members that administer the HOME Program within their jurisdictional boundaries; and

WHEREAS, the County of Rock will administer the HOME Program for the City of Edgerton, the City of Evansville, the City of Milton, the Village of Clinton, the Village of Footville, the Village of Orfordville, and the remaining political subdivisions throughout the County of Rock; and

WHEREAS, the Consortium members recognize and authorize the automatic renewal of the HOME Consortium Agreement for successive three-year qualification periods; and

WHEREAS, the formation of this HOME Consortium will provide local decision-making and annual funding to support affordable housing opportunities under the provisions of the HOME Investment Partnership Act rather than having to submit competitive grant applications to the State;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beloit does hereby find that the intergovernmental agreement is in the best interests of the City of Beloit and hereby approves the attached *“Mutual Cooperation Agreement Under The National Affordable Housing Act HOME Consortium - Federal Fiscal Years 2017-2019”* and that the City Manager is hereby authorized to execute said intergovernmental agreement on behalf of the City of Beloit and to do all other things necessary and appropriate to implement and carry out the provisions thereof.

Adopted this 20th day of June 2016

BELOIT CITY COUNCIL

David F. Luebke, President

Attest:

Lorena Rae Stottler, City Clerk

CITY OF BELOIT



REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Resolution Approving Mutual Cooperation Agreement with municipalities in Rock County and Rock County to Form the Rock County HOME Consortium

Date: June 20, 2016

Presenter: Julie Christensen

Department: Community Development

Overview/Background Information:

In July 2001, the City of Beloit, Rock County and City of Janesville formed the Rock County HOME Consortium and entered into a Mutual Cooperation Agreement Under the National Affordable Housing Act. This allowed us to receive HOME funds directly from the Department of Housing and Urban Development (HUD). This agreement awarded funds to a Community Housing Development Organization (CHDO) in Beloit; the cities of Beloit and Janesville and Rock County, and set aside funds for weatherization activities on a county-wide basis. The initial agreement allowed us to renew the agreement every three years.

Key Issues (maximum of 5):

1. The City of Beloit received notification from the City of Janesville that we need to re-certify as a Consortium and enter into a new agreement which complies with all the new regulations that have been implemented since our original agreement (see attached letter).
2. Since 2002 when the Consortium was established, \$4.6 million dollars in HOME grant dollars and program income have been used to complete housing rehabilitation projects and provide down payment assistance. 36 houses were purchased and rehabbed by the City of Beloit, Community Action, and NHS and sold to low- to moderate-income households, and 6 houses are currently under construction. In addition, 99 households received assistance to allow them to rehab their homes.
3. The new agreement, as proposed, has several changes. They are outlined below:
 - a. All of the cities and villages in Rock County are required to sign the agreement this time, rather than Rock County only.
 - b. The CHDO funds will be available to be used anywhere in Rock County. As a Consortium, we will solicit projects on a county-wide basis and meet to determine as a Consortium which project will be selected each year. The amount available for CHDO projects has been increased from 15 percent to 16 percent. HUD regulations require the CHDO share to be at least 15 percent.
 - c. The amount allocated to the members has been adjusted due to the change in the CHDO funding: Beloit's share increases from 19 percent to 28 percent, Janesville's share decreases from 34 percent to 30 percent, and Rock County's share decreases from 17 percent to 16 percent.
 - d. Janesville is the Lead Agency for the Consortium and therefore has more administrative responsibilities than Beloit or Rock County. Therefore, this agreement allocates additional administrative funds to Janesville.
 - e. Although Community Action was added to the Consortium Agreement in the last amendment approved last year, HUD regulations only allow municipalities and counties to be part of Consortium agreements. Therefore, in the agreement, neither NHS or Community Action have allocations awarded to them. We have met with both agencies and have pledged to work cooperatively with them in using the City's HOME allocation each year. They do have the ability to apply for the CHDO funds each year.

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. It would allow us to continue to use these dollars to improve our neighborhoods.

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** Having dollars allocated directly from HUD as part of the Rock County HOME Consortium allows us to improve our housing stock and meet some of the housing needs of our residents.

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:

Recommendation to Council to approve the resolution authorizing City Manager to execute the intergovernmental agreement on behalf of the City of Beloit.

Fiscal Note/Budget Impact:

Under the current HOME agreement, the City currently receives between \$75,000 and \$95,000 in HOME project funds annually. Under the new agreement, the amount would increase to \$115,000 to \$135,000 annually plus \$10-15,000 in HOME administrative funds.

Attachments:

Resolution and Proposed Agreement



CITY OF JANESVILLE

Wisconsin's Park Place

May 27, 2016

Ms. Julie Christensen
Community Development Director
City of Beloit
100 State Street
Beloit, WI 53511

Re: HOME Program Opt-Out & Consortium Recertification

Dear Ms. Christensen:

I am writing to provide you with information regarding the recertification process for the Rock County HOME Consortium and to provide you with official notice of the City of Beloit's ability to opt out of the Consortium.

As you are aware, the City of Beloit, along with Rock County and the City of Janesville, is a member of the Rock County HOME Consortium for the receipt of HOME funds. Rock County also has agreements with the remaining cities and villages throughout Rock County to administer HOME programs on their behalf. These agreements were first executed for Federal fiscal years 2002-2004 and have been automatically renewed for subsequent three-year periods under the automatic renewal provisions of these agreements.

Since the HOME Consortium was created in 2002, nearly \$8.4 million federal dollars have been allocated to members under the HOME Program to provide decent, safe, and affordable housing opportunities for low income households. A total of 751 households have been assisted during this time, primarily through the provision of assistance to rehabilitate or develop owner occupied homes and rental housing units, and to provide down payment and closing cost assistance to first time homebuyers. In 2016, the Consortium will receive a total allocation of new grant funding of nearly \$480,000 from the U.S. Department of Housing and Urban Development (HUD) under this program.

In order to continue to receive HOME funding as a Consortium, the members must recertify in 2016. HUD has advised us that we must enter into a new Consortium Agreement that incorporates all participating cities, villages, and the County in one Agreement. **In order to meet HUD's deadline for recertification, a new resolution will need to be authorized and a new agreement will need to be executed by June 30, 2016.**

NEIGHBORHOOD AND COMMUNITY SERVICES

CITY HALL • 18 N. JACKSON ST., P.O. BOX 5005 • JANESVILLE, WI 53547-5005 • (608)755-3065 • FAX (608)755-3207



www.facebook.com/cityofjanesville



www.ci.janesville.wi.us



www.twitter.com/City_Janesville

Attached please find a draft copy of the proposed new agreement. This agreement:

- Incorporates all current members into one agreement,
- Revises allocations among the participating members to reflect current needs and provides the opportunity for Community Housing Development Organization projects to occur county-wide,
- Incorporates a provision for administrative review and reallocation of funding if needed to meet program deadlines, and
- Better defines expectations for members to affirmatively further fair housing.

While I hope you will agree that participating in the HOME Consortium is a valuable benefit and resource for affordable housing, under the terms of our current agreement, I need to inform you of your right not to participate in the next three-year (2017-2019) qualification period. If you choose not to participate in the next three year period, written notification must be received by Wednesday, June 15, 2016.

In the event you chose not to participate in the 2017-2019 HOME Consortium, the Consortium would remain in effect until all remaining funds allocated through 2016 in the HOME Investment Trust Fund and any program income is expended. In addition, the requirement to comply with HOME regulations extends beyond the term of the Consortium Agreement and throughout the periods of affordability for HOME projects.

Please let me know if you have any questions or concerns with the proposed agreement. I will also be happy to provide a sample authorizing resolution for your board's consideration. I can be reached at 608-755-3038 or at petruzzelloj@ci.janesville.wi.us. I look forward to your continued participation in the Rock County HOME Consortium.

Sincerely,



Jennifer Petruzzello

Neighborhood & Community Services Director

MUTUAL COOPERATION AGREEMENT
UNDER
THE NATIONAL AFFORDABLE HOUSING ACT

HOME Consortium - Federal Fiscal Years 2017-2019

This Agreement is entered into among the City of Janesville, a Wisconsin Municipal Corporation; the City of Beloit, a Wisconsin Municipal Corporation; the City of Edgerton, a Wisconsin Municipal Corporation; the City of Evansville, a Wisconsin Municipal Corporation; the City of Milton, a Wisconsin Municipal Corporation, the Village of Clinton, a Wisconsin Municipal Corporation; the Village of Footville, a Wisconsin Municipal Corporation; the Village of Orfordville, a Wisconsin Municipal Corporation (hereinafter “Municipality” or “Municipalities”); and the County of Rock County, a political subdivision of the State of Wisconsin (hereinafter “County” and collectively “Parties”).

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 (hereinafter “NAHA”), as amended, provides Federal assistance for the HOME Investment Partnership Program (hereinafter “HOME Program”); and

WHEREAS, NAHA allows units of general local government to enter into a mutual cooperation agreement to form a consortium to obtain Federal funds as a participating jurisdiction under the HOME Program (hereinafter “HOME Consortium”); and

WHEREAS, Municipalities in Wisconsin pursuant to § 66.0301, Wis. Stats. and counties in Wisconsin pursuant to § 59.01, Wis. Stats. have the necessary authority to enter into intergovernmental agreements of the type herein contemplated; and

WHEREAS, the Parties have mutually developed a Consolidated Plan and Analysis of Impediments to Fair Housing Choice; and

WHEREAS, the Parties have determined that obtaining funds under the HOME Program will increase their ability to provide affordable housing; and

WHEREAS, the Municipalities and the County have determined that joint action is an effective way to accomplish the purposes of NAHA; and

NOW THEREFORE, upon the consideration of the mutual promises contained herein, it is agreed between the Municipalities and the County as follows:

SECTION 1 – PURPOSE

The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities, by means of submitting a Consolidated Plan and Annual Action Plan for HUD HOME funds as a HOME Consortium for Federal Fiscal Years 2017, 2018, and 2019 appropriation and from any program income generated from the expenditure of such funds.

SECTION 2 – DEFINITIONS

- A. “Member” means a unit of local government or a county representing townships which signs this Agreement or a substantially similar agreement, and therefore is a member of the HOME Consortium organized to carry out eligible activities under the HOME Program.
- B. “Administrative Member” means a local unit of government that administers the HOME program within its jurisdictional boundaries. This includes the governments for the Cities of Beloit and Janesville and the government for the County of Rock.
- C. “Representative Member” or “Lead Entity” means the unit of local government which acts as a representative of all Members for the purposes of this Agreement. The Representative Member shall assume responsibility for ensuring that the Consortium’s HOME Program is carried out in compliance with the requirements of 24 CFR Part 92 and 91 , the requirements of 24 CFR § 92.350 (a) (5) , and the requirements of the Consolidated Housing and Community Development Plan.

SECTION 3– FUNDING

Funds for the Consortium will be distributed as follows:

- A. Sixteen percent (16%) of the funds shall be reserved for Community Housing Development Organization (CHDO) activities. HOME regulations require that 15% of HOME funds received on an annual basis must be set-aside and utilized for HOME programs using a HUD eligible Community Development Organization (CHDO), who will either own, develop, manage or sponsor a housing project. CHDO funding allocations may be utilized for projects within any participating municipality within Rock County, including the Cities of Beloit and Janesville.
- B. Twenty-eight percent (28%) of the funds shall be reserved for specific activities or projects administered by the City of Beloit.

- C. Thirty percent (30%) of the funds shall be reserved for specific activities or projects administered by the City of Janesville.
- D. Sixteen percent (16%) of the funds shall be reserved for specific activities or projects administered by the County of Rock. This 16% allocation includes the funding for projects located in the other participating municipalities within Rock County, excluding the Cities of Beloit and Janesville.
- E. Ten percent (10%) of the funds shall be reserved for administrative activities undertaken by the Administrative members. HOME regulations require that no more than 10% of HOME funds received on an annual basis may be set-aside and utilized for HOME Program administration. Fifty-one percent (51%) of the administrative funds shall be allocated to the City of Janesville, eighteen percent (18%) of the administrative funds shall be allocated to Rock County, and thirty-one (31%) of the administrative funds shall be allocated to the City of Beloit. Each administrative agency may choose to use their administrative allocation for program administration or may use it for other HOME eligible activities.
- F. HOME regulations require that match funds or credit shall be provided at \$0.25 for every HOME dollar expended. Each administrative member shall be responsible for providing required match funds or credit based upon the amount of its allocation and its use of funds. If an administrative member cannot provide a match, another member may provide the required match, to ensure that the Consortium as a whole is able to provide the required match funds.
- G. HOME regulations require that funds be allocated to a specific local project (address level) within two years of the availability of HOME funds in the Consortium's HOME Trust Fund Account. This Agreement does not constitute a commitment of HOME funds for the purpose of meeting HOME commitment requirements. An administrative representative from each administrative member shall meet at least annually to review HOME allocations and progress towards HOME commitment and expenditure deadlines. HOME funds not committed within one year of availability may be subject to reallocation by a decision of a majority of the administrative members to ensure that that HOME deadlines are met and funding will continue to be available for affordable housing within the Consortium.

SECTION 4 – ACTIVITIES

- A. Each member shall cooperate in undertaking, or assist in undertaking, eligible HOME Program activities to expand the supply of decent, safe and affordable housing in compliance with the regulations at 24 CFR Part 92.
- B. Each member shall take affirmative action to further fair housing in its jurisdiction. Such actions may include planning, education and outreach, and enforcement components.
- C. Each member shall select at least two (2) action items from the list below to affirmatively further fair housing for the duration of this Agreement. Each member shall keep records documenting actions taken to affirmatively further fair housing and report these activities to the Representative Member. Fair housing actions may include, but are not limited to the following:
 - 1. Enact, strengthen or advertise a local fair housing law;
 - 2. Send letters from the chief executive officer or chief elected official of the local government to those in the business of selling, renting or financing housing, encouraging them to adhere fully to the fair housing law;
 - 3. Have the local governing body or chief elected official publicly endorse the principle of fair housing and of adherence to the fair housing law in the form of a proclamation, resolution or similar publicized statement of importance;
 - 4. Display a fair housing poster or provide fair housing information at an appropriate public place;
 - 5. Initiate a public education program or offer a local training program on fair housing;
 - 6. Make area-wide zoning revisions to facilitate the dispersal of multi-family housing outside of minority-concentrated areas;
 - 7. Initiate or fund any studies examining current housing opportunities for individuals covered under the Fair Housing Act and have these studies form the basis of an affirmative action program providing greater housing opportunities for these individuals;
 - 8. Improve community facilities and public services in racially integrated neighborhoods to help preserve their mixed character;
 - 9. Fund a fair housing organization (such as a local housing authority) to conduct studies and/or to aggressively investigate rental and/or realtor practices;
 - 10. Suggest the use of affirmative marketing and advertising practices by private developers as a condition for obtaining local licenses and permits; and
 - 11. Enlist the participation of local associations (realtors, real estate brokers, home builders and mortgage lenders) in approved voluntary programs to promote affirmative fair housing marketing and to review mortgage credit and underwriting criteria that may have an adverse impact on minorities, women, handicapped persons and families with children.
 - 12. Undertake one or more of the strategies identified in the City of Janesville and Greater Rock County Analysis of Impediments to Fair Housing Report and/or future recommendations found in subsequent Affirmatively Furthering Fair Housing Reports.

13. Other: _____

- D. Each member agrees to undertake all actions necessary to assure compliance with the Representative Member's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. In addition, each member shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws.
- E. Each administrative member shall establish and maintain appropriate record keeping and reporting of any retained program income and make such available in order to meet the monitoring and reporting responsibilities to the U.S. Department of Housing and Urban Development.
- F. Noncompliance by any member with any of the provisions listed above will constitute noncompliance of this Agreement, which may provide cause for funding sanctions or other remedial actions by HUD.
- G. Each member, as a cooperating unit of general local government, attests that it has adopted and is enforcing: A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations

SECTION 5– PROGRAM ADMINISTRATION

- A. The City of Janesville shall be the Representative Member and shall carry out all necessary overall responsibilities for the HOME Consortium, with the cooperation of all members and administrative members, consistent with the HOME Program regulations. The City of Janesville will be responsible for administering the HOME Program within the municipal boundaries of the City of Janesville.
- B. The City of Beloit will be responsible for administering the HOME Program within the municipal boundaries of the City of Beloit.
- C. The County of Rock will be responsible for administering the HOME Program on behalf of all members excluding the Cities of Janesville and Beloit. The County of Rock will administer the HOME Program within the municipal boundaries of all members

excluding the Cities of Beloit and Janesville, and within the boundaries of all unincorporated areas in Rock County.

- D. Each member will submit in a timely manner to the Representative Member all information necessary for participation in the HOME Consortium. This includes, but is not limited to, all information necessary for the Consolidated Plan, the program description and certifications (24 CFR § 92.150), written agreements executed with subrecipients, and performance reports.
- E. Each administrative member of the HOME Consortium shall start the HOME Program years on January 1st of each qualified year.
- F. If the consortium fails to meet the minimum threshold to receive a HOME allocation for the first federal fiscal year of its qualification period, it must request to be considered to receive a HOME allocation in each of the subsequent two years.

SECTION 6 – RESTRICTIONS

- A. None of the participating members shall have a veto or other restrictive power which would in any way limit the cooperation of the Parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.
- B. None of the participating members may receive an individual formula allocation under the HOME Program except through the HOME Consortium created by this Agreement, regardless of whether Consortium receives a HOME formula allocation in a particular year.

SECTION 7 – AMENDMENT, WAIVER

- A. No amendment or waiver of the provisions of this Agreement shall be effective unless the same shall be in writing, approved and signed by the legal authority of the administrative members.
- B. Any amendments to the agreement incorporating changes necessary to meet the requirements set forth in the Consortia Designation Notice (CPD-13-002 or successive notices) for subsequent three-year qualification periods shall be agreed to in writing by the members. Failure to comply will void the automatic renewal provisions of this Agreement.

- C. The Lead Entity shall be authorized to amend the agreement for other reasons approved by HUD on behalf of the entire consortium, unless otherwise specified in its agreement.

SECTION 8 – ENTIRE AGREEMENT

This Agreement embodies the entire agreement and understating of the parties hereto with respect to the subject matter herein and supersedes all prior agreements and understandings of the parties hereto relating to the subject matter herein.

SECTION 9 – CONFLICTING AGREEMENT

In case of any conflict between this Agreement and any other document, this Agreement shall control.

SECTION 10 – ARBITRATION

In the event that the parties are unable to agree with respect to any action to be taken pursuant to the Agreement, or any matter or issue arising under this Agreement, then any of the parties may elect to submit the issue to arbitration in accordance with Chapter 788, Wisconsin Statutes. Each party will be responsible for their own costs for legal representation. Any costs for the arbitrator involved in said arbitration will be borne equally by the parties involved.

SECTION 11 - DURATION OF THIS AGREEMENT

- A. The term of this Agreement commences the date of execution and is in force for the time necessary to complete eligible HOME Program activities funded from Federal fiscal years 2017, 2018 and 2019 and for such additional time as may be required for the expenditure of program income received. It shall terminate when all HOME Program funds are expended or are permanently withdrawn by the U.S. Department of Housing and Urban Development. Members shall not have the opportunity to terminate or withdraw from this Agreement during the period that this Agreement is in effect.
- B. This Agreement shall automatically be renewed for the Consortium's participation in successive qualification periods of three federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia web page, the Lead

Entity shall notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next qualification period and the Lead Entity shall send a copy of each notification to the HUD Field Office.

If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the Lead Entity in writing, and the Lead Entity shall notify the HUD Field Office, before the beginning of the new qualification period.

Before the beginning of each new qualification period, the Lead Entity shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this agreement, a copy of each amendment to this agreement, and, if the Consortium's membership has changed, the state certification required under 24 CFR §92.101(a)(2)(i). The Consortium shall adopt any amendments to this agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods.

The automatic renewal of the agreement will be void if the Lead Entity fails to notify a Consortium member or the HUD field office as required under this automatic renewal provision or the Lead Entity fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.

This Agreement is executed by the respective parties as members of a HOME Consortium partnership. In so doing, all existing municipalities and governing bodies are agreeing to participate under the terms of the HOME Consortium partnership with any other municipality or governing body which has joined or subsequently joins the partnership.

The terms and provisions of this Agreement are fully authorized under state and local law and that this Agreement provides full legal authority for the signatory parties to undertake or assist in undertaking HOME Program Consortium activities.

Members have authorized this Agreement and attest that this Agreement is executed by the chief executive officer or authorized official of each entity.

CITY OF JANESVILLE

By: _____
Mark Freitag, City Manager

Date: _____

By: _____
David Godek, City Clerk-Treasurer

Date: _____

Approved as to form:

By: _____
Wald Klimczyk, City Attorney

Date: _____

CITY OF BELOIT

By: _____
Lori S. Curtis Luther, City Manager

Date: _____

By: _____
Lori Stottler, City Clerk

Date: _____

By: _____
Eric Miller, City Comptroller

Date: _____

Approved as to form:

By: _____
Elizabeth A. Krueger, City Attorney

Date: _____

COUNTY OF ROCK

By: _____
J. Russell Podzilni, County Board Chair

Date: _____

By: _____
Lisa Tollefson, County Clerk

Date: _____

Approved as to form:

By: _____
Jeffrey Kuglitsch, Corporation Counsel

Date: _____

CITY OF EDGERTON

By: _____
Christopher Lund, Mayor

Date: _____

By: _____
Cindy Hegglund, City Clerk-Treasurer

Date: _____

Approved as to form:

By: _____
William Morgan, City Attorney

Date: _____

CITY OF EVANSVILLE

By: _____
Bill Hurtley, Mayor

Date: _____

By: _____
Judy Walton, City Clerk-Treasurer

Date: _____

Approved as to form:

By: _____
Mark Kopp, City Attorney

Date: _____

CITY OF MILTON

By: _____
Anissa Welch, Mayor

Date: _____

By: _____
Elena Hilby, City Clerk/Deputy Treasurer

Date: _____

Approved as to form:

By: _____
Mark Schroeder, City Attorney

Date: _____

VILLAGE OF CLINTON

By: _____
Connie Tracy, Board President

Date: _____

By: _____
Pam Franseen, Clerk-Treasurer

Date: _____

Approved as to form:

By: _____
James Fowler, III, Village Attorney

Date: _____

VILLAGE OF FOOTVILLE

By: _____
_____, Board President

Date: _____

By: _____
Jennifer Becker, Clerk

Date: _____

Approved as to form:

By: _____
Mark Schroeder, Village Attorney

Date: _____

VILLAGE OF ORFORDVILLE

By: _____
David Olsen, Board President

Date: _____

By: _____
Sherri Waege, Clerk

Date: _____

Approved as to form:

By: _____
Ken Forbeck, Village Attorney

Date: _____

**RESOLUTION COMMITTING HOME FUNDS TO COMMUNITY ACTION, INC.
FOR
2017 – 2021 FRESH START PROJECTS IN BELOIT**

WHEREAS, the City of Beloit is entering into a new intergovernmental agreement with Rock County cities and villages for the purpose of receiving an annual allocation of HOME Investment Partnership (HOME) funds from the Department of Housing and Urban Development (HUD); and

WHEREAS, the current agreement allocates HOME funding to Community Action, Inc. (CAI) which is used to provide additional funding for Fresh Start projects in the City of Beloit and the new intergovernmental agreement does not include any funding for CAI; and

WHEREAS, CAI is currently applying for Fresh Start funds to complete additional housing projects in the City of Beloit during the 2017 – 2021 time period and additional funds are needed to complete the housing projects; and

WHEREAS, the City of Beloit is supportive of CAI's housing efforts in the Merrill Neighborhood and desires to continue supporting these types of housing efforts in the City of Beloit.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beloit does hereby commit to providing HOME funding to Community Action, Inc. each year between 2017 and 2021 to supplement the Fresh Start funds being used by CAI to rehabilitate houses, the amount of which will be determined by City Council in its sole discretion as part of the City's annual budget process.

Adopted this 20th day of June 2016

CITY COUNCIL OF THE CITY OF BELOIT

David F. Luebke, President

Attest:

Lorena Rae Stottler, City Clerk

CITY OF БЕЛОIT



REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Resolution Committing HOME Investment Partnership (HOME) funds to Community Action, Inc. for Fresh Start projects

Date: June 20, 2016

Presenter: Julie Christensen

Department: Community Development

Overview/Background Information:

The current HOME intergovernmental agreement includes funding for Community Action for rehabilitation projects. The new intergovernmental agreement between the City of Beloit and the cities and villages in Rock County does not include any funding for Community Action, Inc.

Key Issues (maximum of 5):

1. Community Action, Inc. currently uses HOME funds to complete the houses rehabbed under its Fresh Start program. The Fresh Start program provides funding for the staff that is trained in construction. Additional funding is needed for other rehabilitation expenses.
 2. HUD does not allow Consortiums to include non-profit agencies in the Consortium agreements.
 3. Without the use of these dollars, Community Action, Inc. may not be able to apply for additional Fresh Start dollars. The HOME funding is essential to operating this program in Beloit.
 4. The City is proposing to allocate HOME funds to CAI as part of its annual budget process. An application process will be created to award these funds.
-

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

Approval of this resolution 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. This would allow us to support CAI's efforts to improve the Merrill Neighborhood.

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 Supporting CAI's housing efforts benefits the City by providing quality affordable housing for purchase in the Merrill Neighborhood.

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:

Recommendation to Council to approve the resolution committing HOME funds to Community Action.

Fiscal Note/Budget Impact:

If approved, this resolution would decrease the amount of funds available in the City's Housing Rehab Program. However, it would increase the value of the housing in the Merrill Neighborhood, thereby increasing Beloit's tax base.

Attachments:

Resolution

**RESOLUTION AUTHORIZING THE SCHOOL DISTRICT OF BELOIT AN EXTENSION FOR
OUTSTANDING SPECIAL ASSESSMENTS AT 2231 TREVINO COURT, BELOIT, WISCONSIN**

WHEREAS, in 2007, the City Council of the City of Beloit provided for a special assessment for four residential lots (Lots 31, 32, 33, and 34) located with a current common address of 2231 Trevino Court; and

WHEREAS, Blackhawk State Bank, n/k/a Blackhawk Bank, is the current owner of said property and wishes to donate said lots to the School District of Beloit ("School District") for its REACH/student house build program; and

WHEREAS, the School District has formally requested a multi-year deferral of the payment of said special assessments; and

WHEREAS, the first installments of the special assessments were levied November 15, 2013 and are on the official City of Beloit, Wisconsin tax rolls and may not be removed therefrom.

NOW, THEREFORE, BE IT RESOLVED that School District is hereby granted a deferral of the outstanding special assessments due for the four residential lots (Lots 31, 32, 33, and 34) at 2231 Trevino Court as described below, contingent upon all of the following:

1. The School District must pay off all outstanding delinquent taxes, charges and special assessments currently owing on the property at the time of the transfer of the property from Blackhawk Bank to the School District, but in no event later than August 31, 2016. The pay-off amount through August 31, 2016 is currently \$18,657.83.
2. The City waives the requirement of the Amended Final Resolution dated October 1, 2007 that specifies that the special assessment deferral ends and must be paid in full for the aforementioned lots: (1) at the time of a request for a building permit; or (2) at the time that title to the property is transferred.
3. The outstanding special assessments of \$21,104.11 per lot, minus any previous payments, will be due in full for each lot at the time the property is sold, or the title is otherwise transferred, from the School District to a third party.
4. If the School District does not sell or title is not otherwise transferred for a particular lot or lots by November 1, 2019, the entirety of the outstanding special assessment for each unsold (or non-transferred) lot, including any outstanding interest, will be placed on the official tax roll on November 15, 2019 with a due date of January 31, 2020. It is understood that if any of the lots remain unsold or the title is not

otherwise transferred, the School District is responsible for payment of all outstanding taxes, charges or special assessments no later than January 31, 2020.

Adopted this 20th day of June, 2016.

City Council of the City of Beloit

David F. Luebke, President

Attest:

Lorena Rae Stottler, City Clerk

tdh\res\trevino2231=140614 (14-1027)

CITY OF BELOIT



REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Resolution authorizing an extension of outstanding Special Assessments for the School District of Beloit for the property located at 2231 Trevino Court, Beloit, Wisconsin

Date: June 20, 2016

Presenter: Elizabeth A. Krueger

Department: City Attorney

Overview/Background Information:

Blackhawk Bank is the current owner of the four unbuilt residential lots located in Western Hills Subdivision with a common address of 2231 Trevino Court. Blackhawk Bank wishes to gift the lots to the Beloit School District for inclusion in its REACH/student house build program. The School District's stated goal of the program is not only to help prepare students for continued education but to also help revitalize neighborhoods in the Beloit community when feasible.

The School District is requesting a multi-year deferral of special assessments levied upon said lots by the City of Beloit. Assuming Council grants this request, staff is recommending the following conditions:

1. The School District must pay off all delinquent taxes and special assessments at the time that title transfers from Blackhawk Bank to the School District, which currently totals \$18,657.83 if paid by the end of August.
2. The City will waive the requirement that the special assessment is due and must be paid in full for the aforementioned lots at the time of a request for a building permit or at the time that title to the property is transferred, provided the conditions of this resolution are satisfied.
3. The special assessments must be paid off at the time that the property is sold or title is otherwise transferred from the School District to a third party.
4. If the lot or lots do not sell or title is not otherwise transferred by November 1, 2019, the entire deferred special assessment, including any outstanding interest will be placed on the tax roll on November 15, 2019, with a due date of January 31, 2020.

A map showing the lots is attached hereto.

Key Issues:

See above

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

Approval of this resolution would conform with Goal #1's stated purpose of developing a high quality community through the responsible stewardship and enhancement of City resources, Goal #3's stated purpose of proactively partnering with individuals and businesses to promote a safe and healthy community and Goal #5's stated purpose of promoting 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**
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:

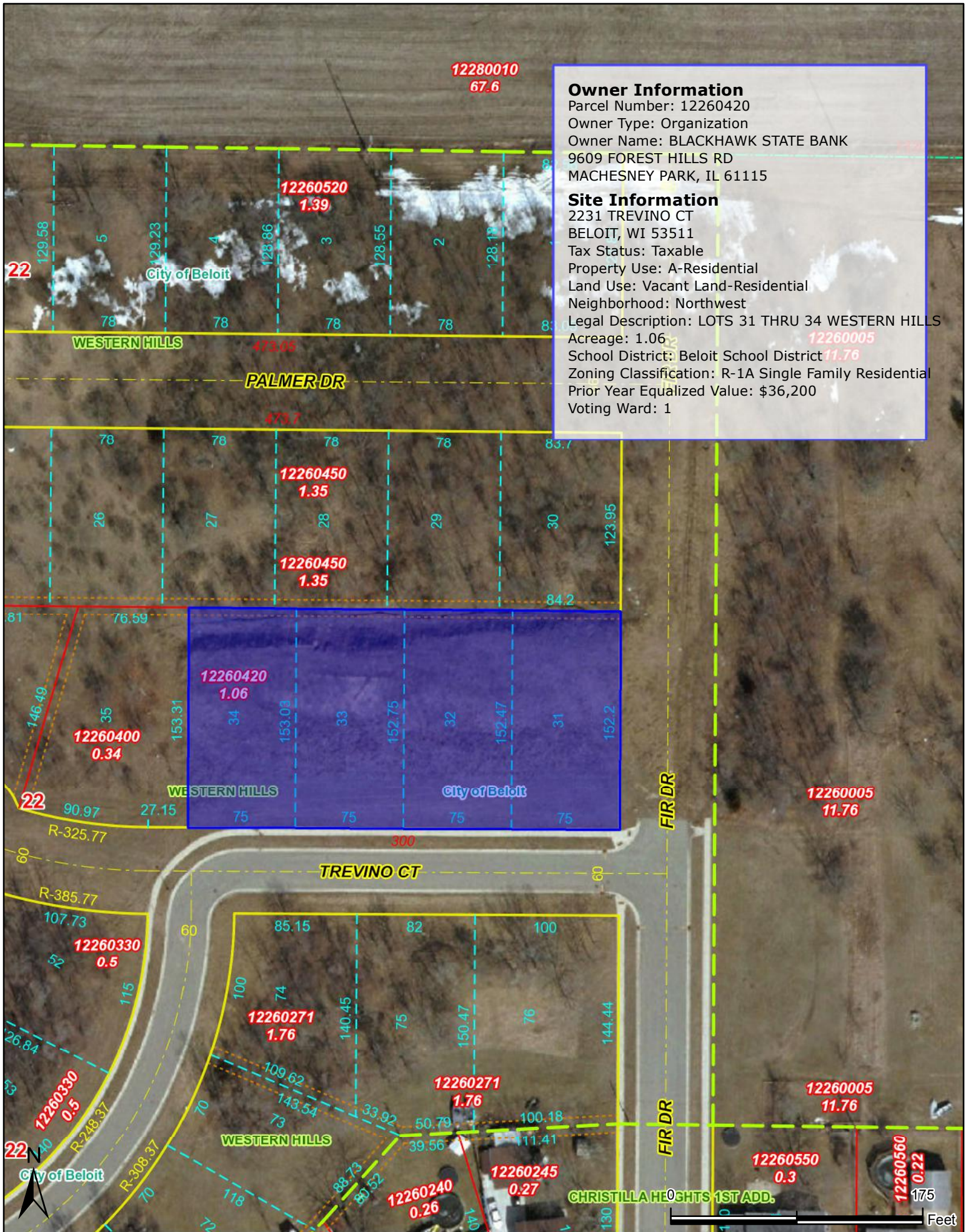
Approval of the attached resolution.

Fiscal Note/Budget Impact:

This request further delays the payment of special assessments for this improvements made for this subdivision.

Attachments:

Resolution, map



Owner Information
 Parcel Number: 12260420
 Owner Type: Organization
 Owner Name: BLACKHAWK STATE BANK
 9609 FOREST HILLS RD
 MACHESNEY PARK, IL 61115

Site Information
 2231 TREVINO CT
 BELOIT, WI 53511
 Tax Status: Taxable
 Property Use: A-Residential
 Land Use: Vacant Land-Residential
 Neighborhood: Northwest
 Legal Description: LOTS 31 THRU 34 WESTERN HILLS
 Acreage: 1.06
 School District: Beloit School District
 Zoning Classification: R-1A Single Family Residential
 Prior Year Equalized Value: \$36,200
 Voting Ward: 1

DENNIS L. HANSCH
FREDERICK L. WESNER
DAVID C. MOORE
CAROL J. HATCH
KAYLA K. HILLER
JOHN M. WOOD
STEVEN T. CAYA
SARA L. GEHRIG-WOODMAN
TIMOTHY H. LINDAU

JARON L. MOSIER
JULIE A. LEWIS
GRETCHEN J. BURGESS
Of Counsel:
JAMES R. CRIFE
SCOTT F. SHADEL
BRUCE R. BRINEY

March 2, 2016

VIA E-MAIL (kruegere@beloit.wi.gov)

Attorney Elizabeth Krueger
City of Beloit
100 State Street
Beloit, WI 53511

Re: 2231 Trevino Court, Beloit, Wisconsin

Dear Attorney Krueger:

As you recall, we spoke last week regarding my client, Blackhawk Bank (hereinafter the "Bank"), which is the owner of four vacant parcels commonly known as 2231 Trevino Court, Beloit, Wisconsin (hereinafter collectively the "Property"). In February 2012, the Bank acquired the Property by Deed in Lieu of Foreclosure. Unfortunately, the conveyance triggered nearly \$80,000 of special assessments, which arose from the City's installation of public utilities.

In response to a request in 2014, the Beloit City Council (hereinafter the "Council"), by resolution, a copy of which is enclosed herewith, deferred most of the special assessments for three years pursuant to § 33.08 of the Code of General Ordinances of Beloit. However, since the 2013 special assessments were already levied, no action could be taken and the same have been included on the tax roll and are currently outstanding.

Recently, we were approached by the School District of Beloit (hereinafter the "District") regarding a school program in which students participate in constructing new homes. The Bank is interested in working with the District to further develop this program. However, pursuant to the Council's resolution, all of the special assessments will be due in 2017. In light of this imminent deadline and since there are outstanding real estate taxes and special assessments from 2013, we were hoping to find a mutually acceptable arrangement before possibly transferring the property to the District. Our goal would be to have all current and outstanding assessments and taxes paid (who would be responsible to pay these has not been discussed), and to further defer those special assessments that have not yet been levied. It is possible that the deferred special assessments could be paid when the District ultimately sells the Property to a third party

March 2, 2016

Page 2

We would ask you to please review this matter, and when you have a moment, please contact me to discuss.

Sincerely,

NOWLAN & MOUAT LLP



Timothy H. Lindau

THL:TLS

Cc (by email):

Blackhawk Bank, Ms. Rebecca Laue
Shore West Realtors, Ms. Mary Gilbank-Peterson
Century 21 Affiliated, Mr. Mike Marquette

**RESOLUTION AUTHORIZING THE SALE OF A PORTION OF CITY-OWNED
PROPERTY AT 1601 GATEWAY BOULEVARD TO NEW LEAF HOMES, LLC**

The City Council of the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached offer to purchase from New Leaf Homes, LLC, dated May 27, 2016, to purchase a portion of city-owned property located at 1601 Gateway Boulevard be, and is hereby, accepted and approved, subject to the terms in the Seller's Counter-Offer #1.

BE IT FURTHER RESOLVED the City Manager of the City of Beloit be, and is hereby, authorized to execute the offer to purchase, subject to the Seller's Counter-Offer #1, on behalf of the City of Beloit.

BE IT FURTHER RESOLVED that the City Manager be, and is hereby, authorized to execute any other documents necessary to carry out the purposes of this resolution.

Adopted this 20th day of June, 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: Offer to Purchase a Portion of 1601 Gateway Boulevard

Date: June 20, 2016

Presenter: Julie Christensen

Department: Community Development

Overview/Background Information:

In 2003, the preliminary plats for Eagles Ridge Subdivision and Eagles Ridge West Subdivision were approved by the City (see attached plats). The first phase of each development was subsequently approved and construction began. 34 houses were constructed between 2004 and 2008, and then construction stalled. Since 2012, construction has started to increase. One building permit was issued in 2012, one was issued in 2013, three were issued in 2014, four were issued in 2015, and three have already been issued in 2016.

Key Issues (maximum of 5):

1. In 2012, the City purchased the remainder of the land located in the Eagles Ridge West Subdivision from the developer, MLG. In 2014, the City subdivided the land into two parcels. The first parcel, addressed 1601 Gateway Boulevard, is 8.6 acres, and the second parcel, addressed 1801 Gateway Boulevard, is 35.44 acres. They were subsequently rezoned PLI, Public Lands and Institutions District, and C-1, Office District, respectively. The land zoned PLI was intended to provide a buffer between the single family residential homes already constructed along Eagles Ridge Drive and any future commercial development which would be constructed at 1801 Gateway Boulevard (see attached Location Map).
 2. New Leaf Homes began constructing houses on the platted lots in the two subdivisions in 2013. To date, 11 residential building permits have been approved for New Leaf Homes in the Eagles Ridge subdivisions. New Leaf Homes has constructed six houses and currently has five houses under construction. New Leaf Homes is interested in continuing to build houses in the Gateway.
 3. New Leaf Homes submitted an Offer to Purchase approximately two acres of land located at the end of Raven Drive on May 27, 2016 (see attached Location Map). The City Attorney drafted and submitted a Counter-Offer which was signed by the purchaser on June 9, 2016. The proposed offer for your consideration is for \$20,000 and is contingent upon receiving approval of a Comprehensive Plan Amendment, Rezoning, Certified Survey Map, Preliminary and Final Plat, and Development Agreement (see attached Offer and Counter-Offer #1) The offer is also contingent upon the buyer obtaining a Certified Survey Map to divide this land from the remaining land that the City will retain. If approved, the closing would not occur until all land use approvals have been granted by the City of Beloit. However, if the contingencies are not satisfied by December 31, 2016, the counter-offer shall be null and void.
 4. Per the City's Subdivision Ordinance if the resolution as submitted is approved, New Leaf Homes would provide all public improvements at its own cost, including the street extension, sewer, water, sidewalks, street lights, and street trees as well as the private utilities in this new development. They have provided a preliminary layout (see attached).
 5. There are 11 vacant lots remaining in these two subdivisions. Eight are owned by MLG, and the remaining three are owned by other private owners. 41 houses have been constructed in these two subdivisions. The housing value ranges from \$135,700 to \$256,700, with an average value of \$170,312. The houses constructed by New Leaf Homes range in value from \$154,500 to \$206,000, with an average value of \$179,800.
 6. Even though we recently rezoned this property to PLI, staff could recommend the change to Single Family Residential. The rationale for rezoning the property to PLI was to provide a buffer between the existing residential and proposed commercial development. The 16 families who live in the houses on Eagles Ridge Drive purchased the houses assuming residential would be located north of their houses. Therefore, we wanted to provide this buffer. However, these new residential lots would be developed knowing that commercial development is planned for the site to the north. Therefore, we do not think a buffer is required.
 7. Selling this property will also put the land back on the City's tax rolls. Once platted, they will be assessed as residential lots. Most of the vacant residential lots in the Eagles Ridge and Eagles Ridge West Subdivision are assessed at \$15,000 each. If approved, the developer's intention is to plat the lots this year.
-

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** This proposal would help to spur residential development in the Gateway and would increase the City's tax base.

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:

No action required.

Fiscal Note/Budget Impact:

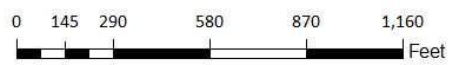
The sale of this land would put the land back on the City's tax rolls.

Attachments:

Eagles Ridge Preliminary Plat; Eagles Ridge West Preliminary Plat; Location Map; Offer to Purchase and Counter-Offer #1; Preliminary Lot Layout

Location Map

Land Proposed to Be Sold to New Leaf Homes



Map prepared by: Julie Christensen
Date: May 2016
For: Community Development Dept.
Date of Aerial Photography: March 2011

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON 5/27/16 Joe Contarino
2 (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**
3 **GENERAL PROVISIONS** The Buyer, NEW LEAF HOMES LLC

4 _____, offers to purchase the Property
5 known as [Street Address] SEE ATTACHED LEGAL DESCRIPTION
6 in the CITY of BELOIT, County of ROCK, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: \$20,000.00 TWENTY THOUSAND AND NO/100
9 _____ Dollars (\$ 20,000.00).

10 ■ EARNEST MONEY of \$ 1,000.- accompanies this Offer and earnest money of \$ 1,000.-
11 will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or
12 Bobazan Title

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
15 date of this Offer not excluded at lines 18-19, and the following additional items: _____

16 _____
17 _____
18 ■ NOT INCLUDED IN PURCHASE PRICE: _____

19 _____
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ ZONING: Seller represents that the Property is zoned: _____

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

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from 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
30 or before JUNE 7, 2016. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

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

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

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): _____
41 Buyer's recipient for delivery (optional): _____

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

44 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: _____
50 Delivery address for Buyer: _____

51 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): _____
56 E-Mail address for Buyer (optional): JOHN@NEW LEAF REMODELING.COM

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

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated TO BE PROVIDED, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and _____
68 _____

69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**
70 **CLOSING** This transaction is to be closed no later than 30 DAYS OF SATISFACTION OF ALL CONTINGENCIES
71 at Brabazon Title at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

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

78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)

81 Current assessment times current mill rate (current means as of the date of closing)

82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84

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

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

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

97 _____ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within 5 days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

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

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

160 **DEFINITIONS**

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

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

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

189 **IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.**

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

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

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

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to
212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
215 unacceptability.**

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

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

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

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

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

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

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.

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

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

290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.

295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**

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

297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: BUILDING SINGLE-
307 FAMILY RESIDENTIAL HOMES

308 _____
309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **[CHECK]**

327 **[ALL THAT APPLY]:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]**
330 **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____

337 _____
338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **[CHECK AND COMPLETE AS APPLICABLE]:** electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other PLAT APPROVAL AND DEVELOPMENT AGREEMENT **[CHECK ALL THAT APPLY]**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

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

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

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

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

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

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

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

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

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

417 **TITLE EVIDENCE**

418 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and _____
424 _____
425 _____
426 _____

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

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

432 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

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

450 **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 SELLER TO PROVIDE SELLER DISCLOSURE REPORT-VACANT LAND
460 _____
461 _____
462 _____
463 _____
464 _____

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

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

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

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

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

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

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

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

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

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

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

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

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
 504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
 505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
 506 an inspection of _____
 507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
 508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
 509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
 510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
 511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
 512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within ____ days of acceptance, delivers to Seller a copy of the written
 514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
 515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
 517 Buyer had actual knowledge or written notice before signing this Offer.

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

525 **ADDENDA:** The attached LEGAL DESCRIPTION is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** SEE BELOW

527 APPROVAL OF RE-ZONING OF THE PROPERTY TO R1-A.

528 APPROVAL OF PRELIMINARY PLAT.

529 APPROVAL OF FINAL PLAT.

530 APPROVAL OF DEVELOPMENT AGREEMENT.

531 CLOSING TO TAKE PLACE AT BRABAZON TITLE CO. IN BELOIT.

532 _____

533 _____

534 _____

535 This Offer was drafted by [Licensee and Firm] JOE CONTARINO - KEY REALTY

536 _____ on _____

537 (x) [Signature] JOHN KNADE 5/27/16

538 Buyer's Signature ▲ Print Name Here ▶ Date ▲

539 (x) _____

540 Buyer's Signature ▲ Print Name Here ▶ Date ▲

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

542 _____ Broker (By) _____

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

546 (x) _____

547 Seller's Signature ▲ Print Name Here ▶ Date ▲

548 (x) _____

549 Seller's Signature ▲ Print Name Here ▶ Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____

553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

PART OF LOT 2, CERTIFIED SURVEY MAP DOCUMENT NO. 1999527 AS RECORDED IN VOLUME 36 ON PAGES 100-103 OF CERTIFIED SURVEY MAPS, SITUATED IN THE N.E. 1/4 OF SECTION 28. T. 1 N., R. 13 E. OF THE 4TH P.M., CITY OF БЕЛОИТ, ROCK COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS:

Beginning at the Northeast corner of said Lot 2, being also the Northwest corner of Lot 34 of Eagles Ridge Plat No. 1, recorded as Document No. 1639069 in Volume 32 of Plats on Pages 606-607; thence South 0°46'28" West 228.67 feet along the West line of said Plat to an angle point in the North line of Lot 38 of said Plat; thence along the Northerly line of said Plat as follows: North 72°17'20" West 38.85 feet; thence North 82°38'45" West 113.58 feet; thence South 48°20'13" West 81.30 feet; thence North 89°13'32" West 139.23 feet to the Northwest corner of Lot 40 of said Plat, being also a point on the East line of Lot 16 of Eagles Ridge West Plat No. 1, recorded as Document No. 1646890 in Volume 32 of Plats on Pages 611-612; thence along said East line and its extension North 0°41'59" West 250.15 feet to a point on the North line of Lot 2, aforesaid; thence North 89°18'14" East 355.80 feet to the place of beginning. Containing 1.87 acres more or less.

The above description has been prepared from record information and is subject to modification based on data from a field survey.

ORDER NO. 32428

May 18, 2016

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

- 1 The Offer to Purchase dated May 27, 2016 and signed by Buyer John Knabe
- 2 for purchase of real estate at see legal description attached to Offer to Purchase dated 5/27/2016
- 3 _____ is rejected and the following Counter-Offer is hereby made.
- 4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
- 5 **counter-proposal unless incorporated by reference.**
- 6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____
- 7 1. Binding Acceptance is amended to July 7, 2016.
- 8 2. Seller's receipt for delivery is Elizabeth A. Krueger, City Attorney, 100 State Street, Beloit, WI 53511. (608) 364-6623
- 9 kruegere@beloitwi.gov
- 10 3. The Seller is not aware of any Government Programs that restrict the use of the subject property and strikes lines 98-110.
- 11 Buyer is encouraged to conduct its own due diligence activities to determine any land use restrictions or encumbrances
- 12 on the subject property.
- 13 4. Lines 346-350 is struck as written in the Offer to Purchase dated May 27, 2016 and shall read as follows:
- 14 Land Use Approval. This Offer is contingent upon Buyer obtaining, at Buyer's sole expense; (a) Comprehensive Plan
- 15 Amendment; (b) Rezoning; (c) Certified Survey Map; (d) Preliminary and Final Plat Approval; and (e) Development
- 16 Agreement; and delivering to Seller if the item cannot be obtained within 180 days of acceptance for the Property for its
- 17 proposed use described at lines 306-308.
- 18 5. In addition to the contingencies identified by Buyer at lines 526-531, the Seller requires that the Buyer obtain a Certified
- 19 Survey Map that divides the portion of tax parcel 2281-0010 that Buyer is purchasing from the remainder of the lot owned
- 20 by Seller. The CSM must be completed prior to other land use approvals.
- 21 6. Line 70-71 is struck and shall read as follows: This transaction is to be closed no later than 45 days following the
- 22 satisfaction of all of the contingencies listed in the Offer to Purchase dated May 27, 2016 and this Seller Counter-Offer #1,
- 23 unless otherwise agreed by the Parties in writing. If the contingencies are not satisfied by December 31, 2016, this
- 24 Offer to Purchase, as amended by Seller Counter Offer #1, shall be null and void.
- 25 7. The Closing shall be located at Brabazon Title, 2225 Cranston Road, Beloit, WI 53511.
- 26 8. The Offer to Purchase, as amended by Seller's Counter Offer #1 is subject to final approval of the City Council for the City
- 27 of Beloit.

28 The attached _____ is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the

31 Party making the Counter-Offer on or before _____

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to

33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**

35 **as provided at lines 30-33.**


36 This Counter-Offer was drafted by Elizabeth A. Krueger, City Attorney for City of Beloit on June 8, 2016

37 _____ Licensee and Firm ▲ Date ▲

38 (x) _____ Date ▲

39 Signature of Party Making Counter-Offer ▲ Date ▲

40 Print name ▶

(x)  Date ▲ 6/9/16

Signature of Party Accepting Counter-Offer ▲ Date ▲

Print name ▶ JOHN KNABE, MAN ASEN, NEW LEAF HOMES

41 (x) _____ Date ▲

42 Signature of Party Making Counter-Offer ▲ Date ▲

43 Print name ▶

(x) _____ Date ▲

Signature of Party Accepting Counter-Offer ▲ Date ▲

Print name ▶

44 This Counter-Offer was presented by _____ on _____

45 _____ Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

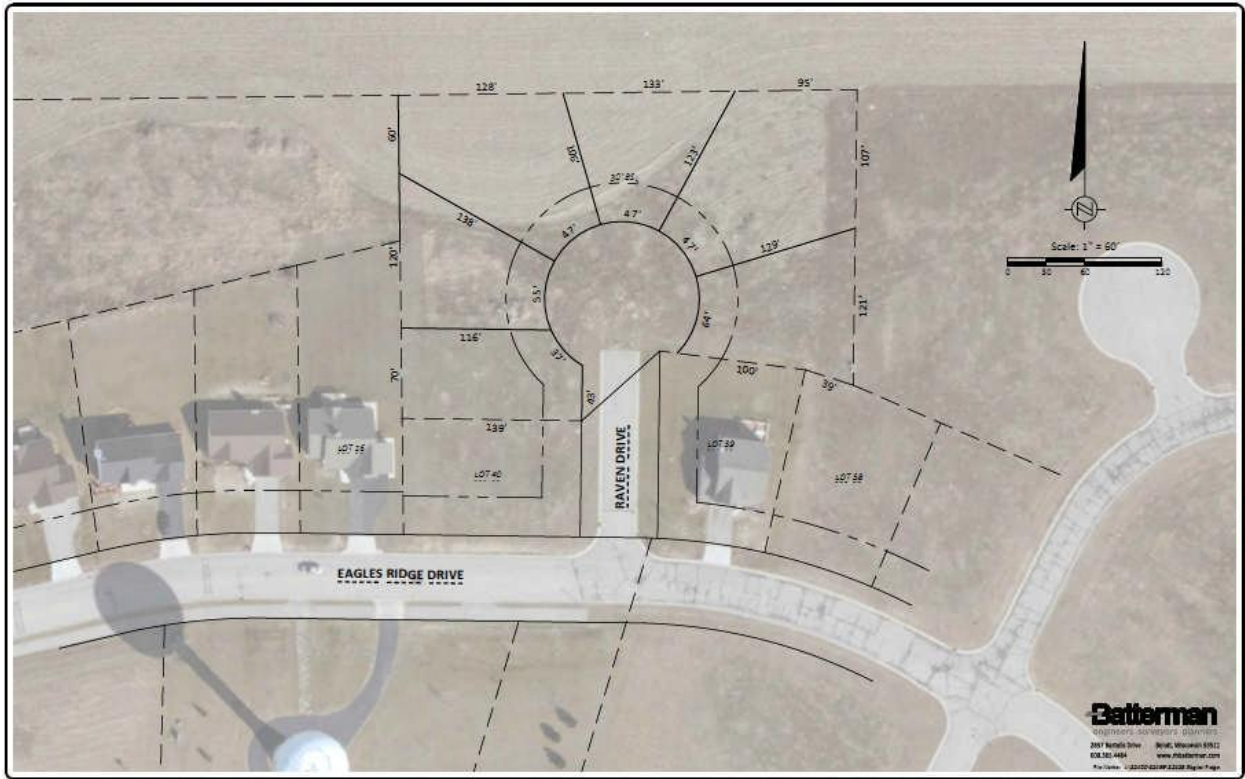
47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**

48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**

49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**

50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

Preliminary Layout for Raven Drive Subdivision



**RESOLUTION
AUTHORIZING THE CITY OF БЕЛОIT TO APPLY FOR THE 2016 COMMUNITY
ORIENTED POLICING SERVICES (COPS) HIRING GRANT AND INCREASE THE
POLICE DEPARTMENT'S AUTHORIZED STRENGTH TO SEVENTY-SIX WITH
NOTICE OF A SUCCESSFUL APPLICATION**

WHEREAS, the City of Beloit has the opportunity to apply for a COPS 2016 Hiring Grant; and

WHEREAS, the City of Beloit has a need to increase its police force to address community concerns, specifically gun violence in neighborhoods; and

WHEREAS, the Police Department embraces community policing and problem solving as a way to reduce crime, fear, and disorder; and

WHEREAS, the City of Beloit intends to use these funds to hire, train, and maintain three additional officers in the patrol ranks increasing authorized sworn strength to 76; three experienced officers will be selected to create the Neighborhood Crime Reduction and Community Engagement Team (NCR CET) to address violent crime and community relations in defined areas of the city; and maintain the grant positions for at least twelve months after the end of the funding.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit authorizes the Beloit Police Department to pursue a COPS 2016 Hiring Grant, providing that the local match requirement is waived by the COPS Office.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute any resulting grant agreement and do all other things necessary with "COPS" to implement the purpose hereof.

Adopted this 20th day of June 2016.

David F. Luebke, Council President

Attest:

Lorena Rae Stottler, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Approval to **APPLY** for a competitive federal grant—2016 Community Oriented Policing Services (COPS) Hiring Grant—in order to increase the department’s authorized strength by three patrol officers.

Date: June 20, 2016

Presenter(s): Capt. Molland

Department(s): Police

Overview/Background Information:

Current department officer staffing is inadequate for long-term sustainability. From January through May of 2016, the department has spent a total of \$80K in overtime merely to staff patrol shifts. This is an average of \$16K per month, or an estimated \$192K for the year. The department requests approval to apply for the 2016 COPS Hiring Grant, which would provide the department the opportunity to hire three additional patrol officers. The grant requires a local match for each of the three years of the award and also requires the department to sustain the three positions for 12 months after year three of the award. The local match would be a total of \$398K over the three year period, however, the grant allows agencies to request a waiver of the local match based on economic and budgetary conditions. After consultation with the City Manager and Finance Director, it was agreed that our proposal will be submitted with a waiver request. This means that if the COPS Office does not agree to waive the local match, our submission will be cancelled and not considered for award.

Key Issues (maximum of 5):

1. The department has not been awarded this type of grant previously.
2. It may be more cost effective to use the grant to address authorized strength needs within the department versus a tax increase or continued overtime payments merely to staff squads. The current scheme may increase officer fatigue and stress throughout the department.
3. This grant would assist the department in expanding and sustaining its goals related to public safety through a community policing strategy.
4. The grant funds will be used to target two areas of the city—Merrill Neighborhood & Fourth Street Corridor—to address the disproportionate gun violence (Homicides, shootings, and shots fired).
5. Letters of support were obtained from both listed partners and the grant would bolster community relationships in the target areas.

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

1. Proactively partner with individuals and businesses to promote a safe and healthy community, minimize personal injury, prevent loss of life, and protect property and natural resources.
2. Communicate and partner with other jurisdictions and organizations to coordinate effective and efficient service delivery and stimulate regional prosperity.

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:

Approval of the resolution authorizing the City Manager to apply for the grant award on behalf of the City of Beloit.

Fiscal Note/Budget Impact: