



**AGENDA
BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Tuesday, September 6, 2016**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
 - a. Proclamation supporting participation in “The Big Read” Program, “*Into the Beautiful North*” (Leavy)
 - b. Proclamation recognizing the 120th Anniversary of the Daughters of American Revolution (Leavy)
 - c. Proclamation celebrating the 175th Anniversary of St. Paul Episcopal Church (Leavy)
 - d. Proclamation recognizing September as National Infant Mortality Awareness Month (Hendrix)
4. PUBLIC HEARINGS
 - a. Proposed Ordinance amending the Future Land Use Map of the City of Beloit Comprehensive Plan to change the Future Land Use designation of the property located at 1750 Raven Drive (previously Easternmost 2 Acres of 1601 Gateway Blvd) from Parks & Open Spaces to Single-Family Residential - Urban (Christensen)
Plan Commission recommendation for approval 6-0. First Reading
 - b. Proposed Ordinance amending the City of Beloit Zoning District Map for property located at 1750 Raven Drive (previously Easternmost 2 Acres of 1601 Gateway Blvd) from PLI, Public Lands and Institutions District to R-1A, Single Family Residential District (Christensen)
Plan Commission recommendation for approval 6-0. First Reading
 - c. Resolution authorizing a Conditional Use Permit to allow an indoor entertainment venue with beer sales & consumption in an M-2, General Manufacturing District, for a golf simulation lab within the Ironworks complex located at 625-701 Third Street (Christensen)
Plan Commission recommendation for approval 6-0
 - d. Resolution authorizing a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession & consumption of alcoholic beverages in a C-2, Neighborhood Commercial District, for the property located at 1028 Mary Street (Christensen)
Plan Commission recommendation for approval 6-0

5. CITIZEN PARTICIPATION

6. CONSENT AGENDA

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

- a. Approval of the Minutes of the Regular meeting of August 15 and Special Meeting of August 23, 2016 (Stottler)
- b. Application for American Transmission Company (ATC) for a Utility Easement located at 3015 Cranston Road (Christensen) Refer to Plan Commission
- c. Application for Condominium Plat for Walnut Grove Condominiums located at 2260 and 2265 Walnut Street (Christensen) Refer to Plan Commission

7. ORDINANCES

- a. Proposed Ordinance attaching the property located at 2028 E Ridge Road to the City of Beloit (Christensen) First reading, suspend rules for second reading.

8. APPOINTMENTS - None

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

10. CITY MANAGER'S PRESENTATION - None

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Resolution authorizing the Purchase of 106 Bluff Street from John Wergin (Christensen)
- b. Resolution providing for the Sale of approximately \$13,450,000 Water System Revenue Refunding Bonds, Series 2016C (Miller)
- c. Resolution denying Petition to remove the Public Sidewalk adjacent to 1650 Ritsher Street (Boysen)
- d. Resolution approving an Intergovernmental Agreement between the School District of Beloit and the City of Beloit for Adult School Crossing Guards (Zibolski/Krueger)
- e. Resolution approving Intergovernmental Agreement between the School District of Beloit and the City of Beloit for the Truancy Intervention Coordinator/Juvenile First Time Offender Program Coordinator (Krueger)

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: August 31, 2016
Lorena Rae Stottler
City of Beloit City Clerk
www.beloitwi.gov

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

WHEREAS, the Beloit Public Library, Beloit College, The South Beloit Public Library, The School District of Beloit, The School District of South Beloit and the Grinnell Hall Senior Center stand firmly committed to promoting reading as the catalyst for the citizens of the Stateline Area to cross the borders of understanding, and affirm their commitment to the support of lifelong learning and an informed citizenry; and

WHEREAS, The National Endowment for the Arts (NEA) Big Read community-wide reading of the same book provides a forum for members of the community to share their thoughts, opinions, and experiences; and encourages families, friends, and co-workers to discuss literature and the ideas presented through books; and the book "**Into the Beautiful North**" by Luis Alberto Urrea promotes understanding between cultures; and

WHEREAS, The NEA Big Read – Stateline coincides with National Hispanic Heritage Month, and promotes community involvement in the education of our youth, grounded in the principle that educational investment is key to the community's well-being and long-term quality of life; and

WHEREAS, the City of Beloit is aware of the important role that libraries and our educational institutions have in ensuring the quality of life for our citizens,

NOW, THEREFORE, THE CITY COUNCIL PRESIDENT OF THE БЕЛОIT CITY COUNCIL does hereby proclaim the month of September 15th to October 15th, 2016 as **NEA Big Read – Stateline Month**.

AND BE IT FURTHER PROCLAIMED that this body encourages our communities to engage in the programs and activities being planned to continue their pursuit of happiness, knowledge, tolerance and understanding.

Dated this 6th day of September 2016.

David F. Luebke, President
Beloit City Council

ATTEST:

Lorena Rae Stottler, City Clerk

WHEREAS, the National Society Daughters of the American Revolution® is one of the world's largest and most active women's service organizations; and

WHEREAS, the Beloit Chapter of the National Society Daughters of the American Revolution (DAR) will commemorate its 120th anniversary the week of September 4-11, 2016; and

WHEREAS, the Beloit Chapter of the DAR invites the public to an open house at the Rasey House, 517 Prospect St., on Sunday, September 11, 2016; and

WHEREAS, members of the local chapter promote historic preservation, patriotism, provide awards and scholarships to youth, and perform community service to improve the lives of those in the Greater Beloit area.

NOW THEREFORE, THE CITY COUNCIL PRESIDENT OF THE BELOIT CITY COUNCIL does hereby proclaim the week of September 4 through September 10, 2016 as **DAUGHTERS OF THE AMERICAN REVOLUTION® WEEK** in the City of Beloit, and encourages all citizens to recognize the contributions made by members of this vital organization.

Presented this 6th day of September, 2016.

David F. Luebke, President
Beloit City Council

Attest:

Lorena Rae Stottler, City Clerk

WHEREAS, St. Paul's Episcopal Church was organized in 1841 when five Episcopal families decided they needed a formal place of worship; and

WHEREAS, as one of the earliest Episcopal churches in Wisconsin, their first church building was consecrated in 1845 and was only 20' X 30'; and

WHEREAS, the congregation quickly outgrew that space and by 1851 a new church built of stone and timbers from the Big Hills woods was dedicated on the current location at 212 W. Grand Avenue; and

WHEREAS, St. Paul's Episcopal Church parish has a long history of providing ministries to the community and is a founding member of Caritas and Hands of Faith, with church members staffing a Meals on Wheels route one week each month; and

WHEREAS, the parish has hosted AA and NA groups and provides financial support to local groups such as the Fatherhood Initiative, the Domestic Violence Shelter, and the Beloit Regional Hospice; and

WHEREAS, the diverse congregation welcomes people of all ages and walks of life, joyously sharing a conviction of following Christ's teachings and making a difference in the Greater Beloit community.

NOW, THEREFORE, BE IT PROCLAIMED THAT, in recognition of 175 years of commitment and generous service to the Beloit community, growing in faith and spirituality, the City of Beloit does hereby honor and congratulate St. Paul's Episcopal Church on this important milestone and extends best wishes on continuing their ministry far into the future.

Presented this 6th day of September, 2016.

David F. Luebke, City Council President

ATTEST:

Lorena Rae Stottler, City Clerk

WHEREAS, infant mortality is a critical health problem facing the State of Wisconsin; and

WHEREAS, infants born to African American women in Wisconsin are nearly two times as likely to die before their first birthday as infants born to white women; and

WHEREAS, in 2005 Marilyn Sloan Kilgore was instrumental in forming the Beloit African American Infant Mortality Coalition; and

WHEREAS, the mission of the African American Infant Mortality Coalition in Beloit is “To reduce infant deaths in the African American population of Beloit through education and awareness;” and

WHEREAS, in 2010 that coalition partnered with the Wisconsin Partnership Program to form the Beloit Lifecourse Initiative for Healthy Families; and

WHEREAS, the Beloit African American Infant Mortality Coalition and the Beloit Lifecourse Initiative for Healthy Families provides critical services to women and their infants in our community; and

WHEREAS, as a tireless advocate for the community, Marilyn Sloan Kilgore helped connect public health services, local organizations and community members to initiate change; and

WHEREAS, in the spirit of keeping her memory alive, friends and family of Marilyn Sloan Kilgore will commemorate her contributions, teaching and counseling activities with a special event called “A Spirit of Service in Honor of Marilyn Sloan Kilgore” at the Merrill Community Center on September 17, 2016 from 3:00 – 5:30 p.m.

NOW THEREFORE, BE IT PROCLAIMED that the Beloit City Council does hereby recognize the contributions of Marilyn Sloan Kilgore in promoting awareness and education about African American Infant Mortality by declaring September as **National Infant Mortality Awareness Month** in the City of Beloit; and calls upon all Beloit citizens to support the special event on September 17, 2016 at the Merrill Community Center.

Dated this 6th day of September 2016.

David F. Luebke, President
Beloit City Council

ATTEST:

Lorena Rae Stottler, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE
CITY OF БЕЛОIT COMPREHENSIVE PLAN**

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

Section 1. The Future Land Use Map (Map 10) of the City of Beloit Comprehensive Plan, adopted in §12.015 of the Code of General Ordinances of the City of Beloit, is hereby amended as follows:

The future land use category of the following described land is hereby changed from Parks & Open Spaces to Single-Family Residential – Urban:

Legal Description:

Lot 1 of Certified Survey Map Document No. 2059860 as recorded in Volume 37 on Pages 394-396 of the Certified Survey Maps of Rock County, located in the City of Beloit, County of Rock, State of Wisconsin (also known as 1750 Raven Drive). Said parcel contains 1.867 acres, more or less.

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

Adopted this _____ day of _____, 2016.

City Council of the City of Beloit

David F. Luebke, Council President

Attest:

Lorena Rae Stottler, City Clerk

Published this _____ day of _____, 2016.

Effective this _____ day of _____, 2016.

01-611100-5231-_____

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Comprehensive Plan Amendment – 1750 Raven Drive (Previously Easternmost 2 Acres of 1601 Gateway Blvd)

Date: September 6, 2016

Presenter(s): Julie Christensen

Department(s): Community Development

Overview/Background Information:

New Leaf Homes has submitted an application requesting an amendment to the Future Land Use Map (Map 10) of the City of Beloit Comprehensive Plan.

Key Issues:

- The applicant is requesting the following amendment to the Future Land Use Map:
 - 1750 Raven Drive (Previously Easternmost 2 Acres of 1601 Gateway Blvd) – From Parks & Open Spaces to Single-Family Residential – Urban.
 - The applicant has made an accepted offer to purchase the subject property from the City of Beloit. If the applicant's land use applications are approved, the 2 acres subject to this request will be subdivided into five new home sites and Raven Drive will be completed as a cul-de-sac. As part of this process, Raven Drive will be renamed Raven Court. A rendering of this concept is attached.
 - The remaining 6.7 acres behind the existing homes on Eagles Ridge Drive will remain as City-owned open space and are not subject to this request. The proposed map amendment is related to the applicant's concurrent request to rezone the 2 acres under contract from PLI, Public Lands & Institutions District to R-1A, Single-Family Residential. The applicant recently recorded a CSM to subdivide the 2 acres to be rezoned & purchased.
 - A Location & Zoning Map is attached to this report. As shown on the attached map, there are existing single-family homes and/or lots to the west, south, and east of the land that is subject to this request. The land to the north of the subject property is planned and zoned for office/business park uses.
 - The existing Future Land Use Map is attached to this report, along with the land use legend.
 - The proposed Map Amendment will allow New Leaf Homes to construct a low-density, suburban-style cul-de-sac development that is compatible with the density and character of the neighborhood. Raven Drive was designed and constructed to extend to the north, and the applicant's proposal will establish a fixed northern edge for this residential subdivision, while leaving nearly 7 acres of public open space between the originally constructed homes on Eagles Ridge Drive and the business park land to the north.
 - The Plan Commission held a public hearing to consider the requested amendment on July 20, 2016 and voted unanimously (6-0) to recommend approval of the requested amendment. Their Resolution is attached.
-

Conformance to Strategic Plan:

- Consideration of this request supports Strategic Goal #5.
-

Sustainability:

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

Action required/Recommendation:

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

Fiscal Note/Budget Impact: The proposed purchase price is \$20,000, and once purchased, the subject property will become taxable residential land.

Attachments: Ordinance, Plan Commission Resolution, and Staff Report to the Plan Commission

**RESOLUTION
RECOMMENDING APPROVAL OF AN AMENDMENT TO THE
CITY OF БЕЛОIT COMPREHENSIVE PLAN**

WHEREAS, the Plan Commission of the City of Beloit recommended approval of the Comprehensive Plan of the City of Beloit (the Plan) on January 23, 2008, and the City Council of the City of Beloit approved an Ordinance adopting the Plan on March 17, 2008; and

WHEREAS, the City Council of the City of Beloit approved a Resolution to Adopt a Process for Amending the City of Beloit Comprehensive Plan on February 1, 2010; and

WHEREAS, the Plan may be amended and changed in the years following adoption, particularly in instances where the Plan is becoming irrelevant or contradictory to emerging policies or trends, or does not provide specific advice or guidance on an emerging issue; and

WHEREAS, “amendments” are generally defined as minor changes to the Plan’s maps or text; and

WHEREAS, the approved process directs the Plan Commission to hold a public meeting on the proposed amendment, and following said public meeting, make a recommendation by Resolution to the City Council by majority vote of the entire Commission.

NOW, THEREFORE, BE IT RESOLVED that the Plan Commission of the City of Beloit, Rock County, Wisconsin, hereby recommends **APPROVAL** of the following amendment to the Future Land Use Map (Map 10) of the City of Beloit Comprehensive Plan:


Easternmost 2 Acres of 1601 Gateway Blvd (adjacent to Raven Drive – tentatively 1750 Raven Drive) – From Parks & Open Spaces to Single-Family Residential – Urban

Adopted this 20th day of July, 2016.



James Faragher, Plan Commission Chairman

ATTEST:



Julie Christensen,
Community Development Director

CITY OF BELOIT

REPORT TO THE BELOIT CITY PLAN COMMISSION



Meeting Date: July 20, 2016

Agenda Item: 6

File Number: RPB-2016-05

Request Overview/Background Information:

New Leaf Homes has submitted an application requesting an amendment to the Future Land Use Map (Map 10) of the City of Beloit Comprehensive Plan. Wisconsin's Comprehensive Planning Law, §66.1001 of the Wisconsin Statutes, requires all cities that regulate land use through land use ordinances (e.g. zoning) to adopt a Comprehensive Plan. Comprehensive Plans are intended to guide development and redevelopment over a 20-year timeframe. The law also requires that land use decisions be consistent with the plan.

The Beloit City Council approved the City's Comprehensive Plan in 2008 after an extensive public participation program. All land use decisions made by the City of Beloit, including any actions regarding official mapping, local subdivision regulation, and zoning regulations, must be consistent with the plan. The Beloit City Council established a process for amendments (minor changes) to the Comprehensive Plan in 2010. The Plan Commission's recommendation to approve or deny this request will be forwarded to the City Council for consideration on September 6, 2016.

Key Issues:

- The applicant is requesting the following amendment to the Future Land Use Map:
 - Easternmost 2 Acres of 1601 Gateway Blvd (adjacent to Raven Drive) – From Parks & Open Spaces to Single-Family Residential – Urban.
- The applicant has made an accepted offer to purchase the subject property from the City of Beloit. If the applicant's land use applications are approved, the 2 acres subject to this request will be subdivided into five new home sites and Raven Drive will be completed as a cul-de-sac. As part of this process, Raven Drive will be renamed Raven Court. A rendering of this concept is attached.
- The remaining 6.7 acres behind the existing homes on Eagles Ridge Drive will remain as City-owned open space and are not subject to this request. The proposed map amendment is related to the applicant's concurrent request to rezone the 2 acres under contract from PLI, Public Lands & Institutions District to R-1A, Single-Family Residential. The applicant has also submitted a CSM to subdivide the 2 acres to be rezoned & purchased.
- A Location & Zoning Map is attached to this report. As shown on the attached map, there are existing single-family homes and/or lots to the west, south, and east of the land that is subject to this request. The land to the north of the subject property is planned and zoned for office/business park uses.
- The existing Future Land Use Map is attached to this report, along with the land use legend.
- **Recent History**
 - The City purchased the subject property in late 2012, following the completion of Gateway Blvd. At the time of purchase, the subject property was part of a larger 44-acre parcel zoned R-1A that extended to the north. In February 2014, the City subdivided the 44-acre parcel into a 35-acre future office/business park development parcel along Gateway Blvd and an 8.6-acre parcel to serve primarily as a buffer behind the then-existing homes along Eagles Ridge Drive. The Raven Drive dead-end existed at the time and was always contemplated for completion, but during the recession there was absolutely no demand for single-family lots, nor was there a clear answer for how this subdivision might evolve. Accordingly, the northern 35-acre parcel (subsequently addressed as 1801 Gateway Blvd) was rezoned from R-1A to C-1, Office District in June 2014 to allow future office/business park development. The southern 8.6-acre parcel was rezoned to PLI, Public Lands & Institutions during the same rezoning action in June 2014.
- **Public Comments**
 - Planning staff has been contacted by two neighboring property owners who are concerned about changes to their existing views following this single-family development.
- **Land Use Analysis – Proposed Single-Family Residential Use**
 - The proposed Map Amendment will allow New Leaf Homes to construct a low-density, suburban-style cul-de-sac development that is compatible with the density and character of the neighborhood. Raven Drive was designed and constructed to extend to the north, and the applicant's proposal will establish a fixed northern edge for this residential subdivision, while leaving nearly 7 acres of public open space between the originally constructed homes on Eagles Ridge Drive and the business park land to the north.

Consistency with Comprehensive Plan and Strategic Plan:

- The City's compliance with the Comprehensive Planning law's consistency requirement is the impetus for this request.

- Consideration of this request supports Strategic Goal #5.

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

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

Staff Recommendation:

The Planning & Building Services Division recommends **approval** of the following proposed amendment to the Future Land Use Map (Map 10) of the City's Comprehensive Plan:

- Easternmost 2 Acres of 1601 Gateway Blvd (adjacent to Raven Drive) – From Parks & Open Spaces to Single-Family Residential – Urban.

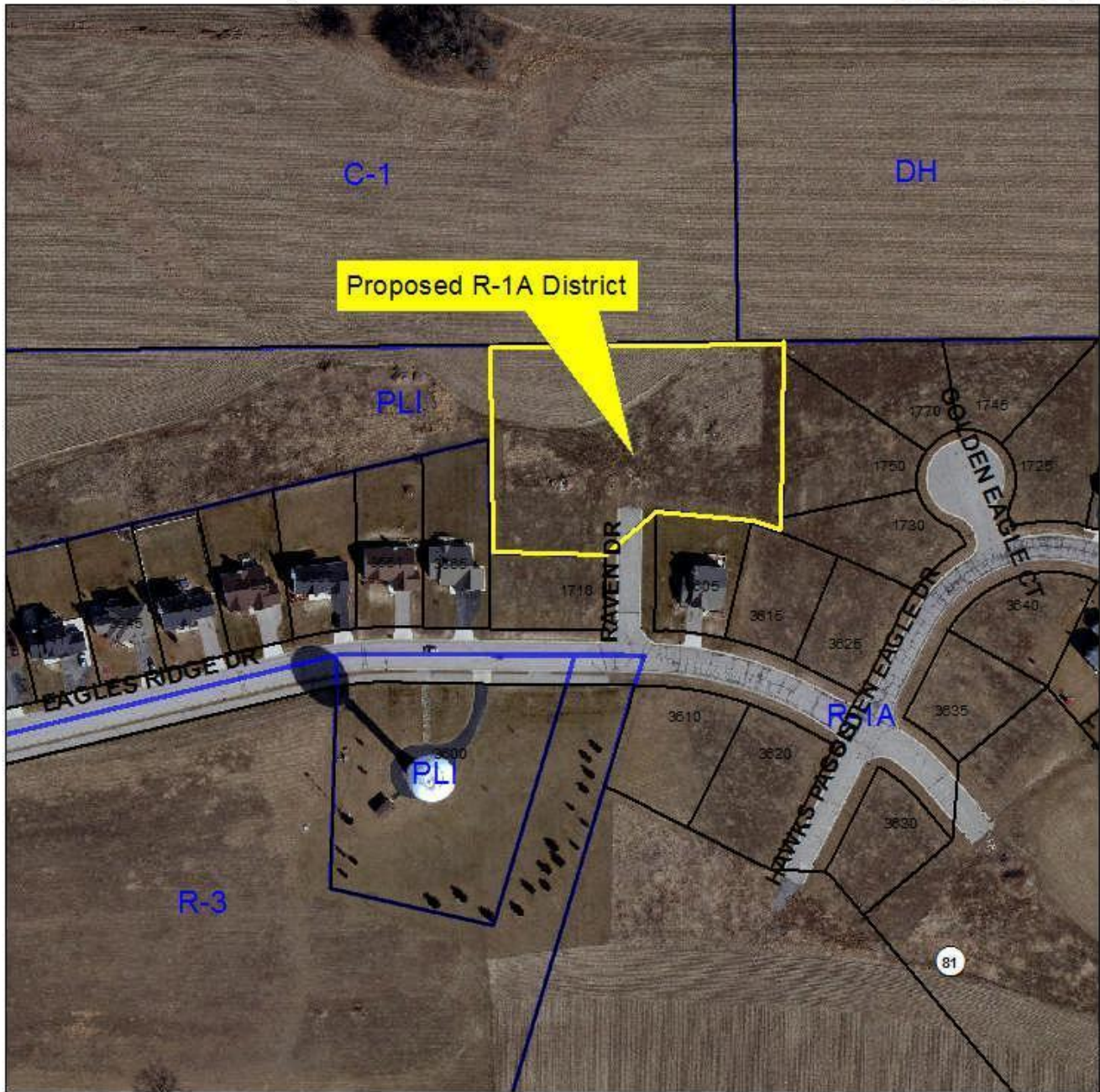
Fiscal Note/Budget Impact: The proposed purchase price is \$20,000, and once purchased, the subject property would become taxable residential land.

Attachments: Location & Zoning Map, Future Land Use Map, Concept, Public Notice, Mailing List, and Resolution.

Location & Zoning Map

Part of 1601 Gateway Blvd



ZMA-2016-03



1 inch = 171 feet

0 2550 100 150 Feet

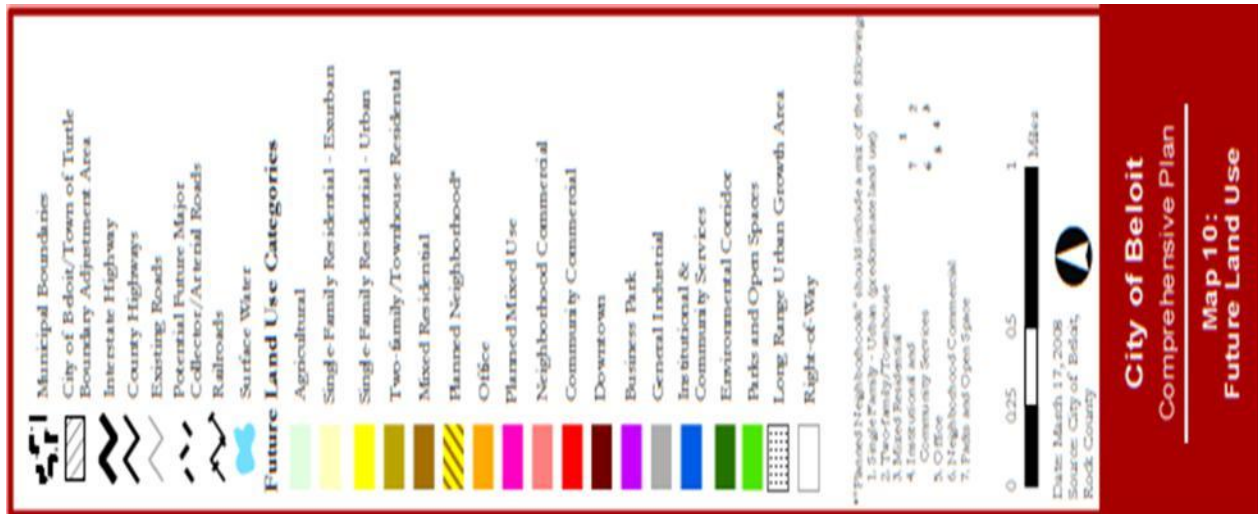
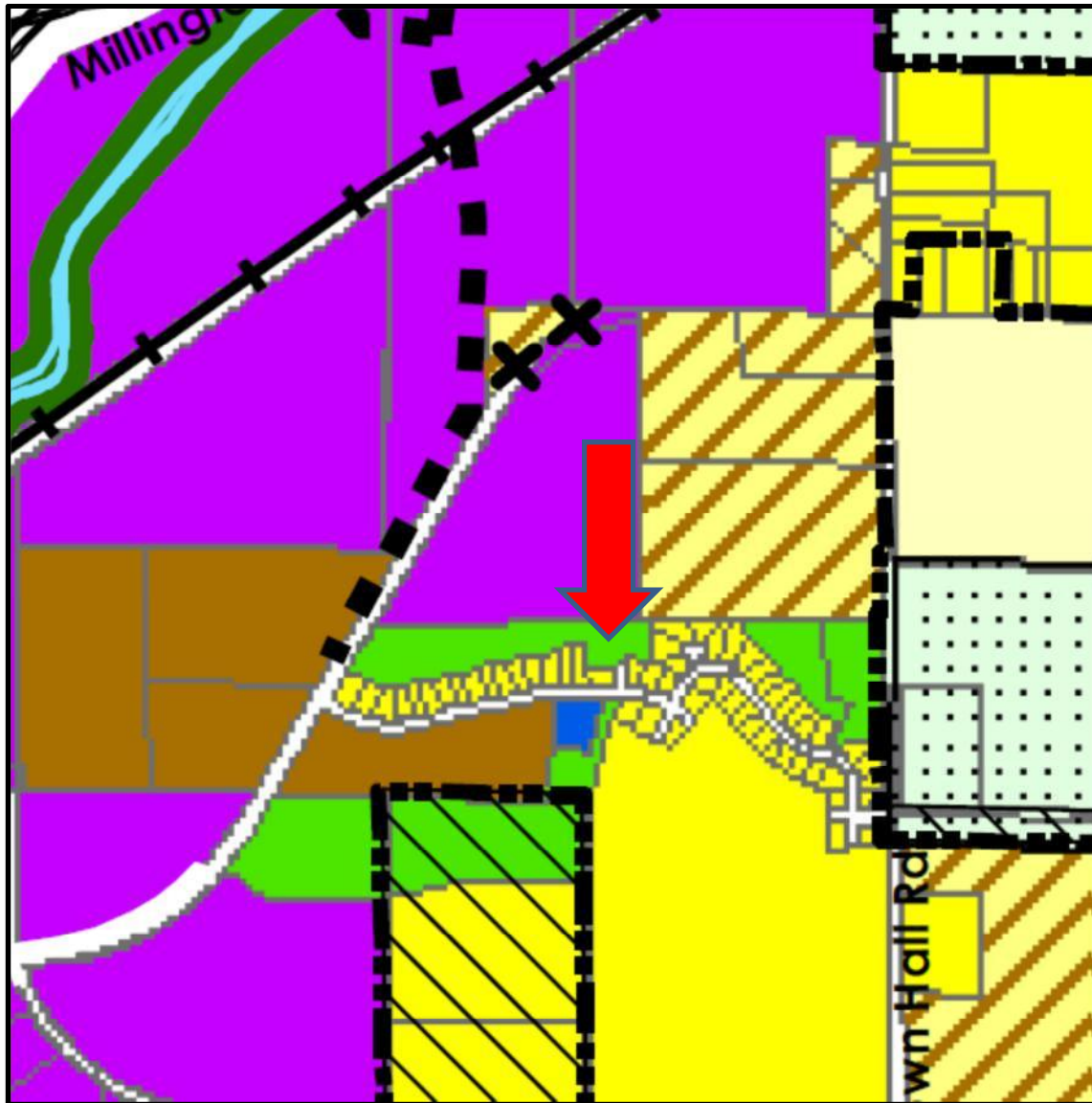
Legend

-  City Limits
-  Zoning District

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

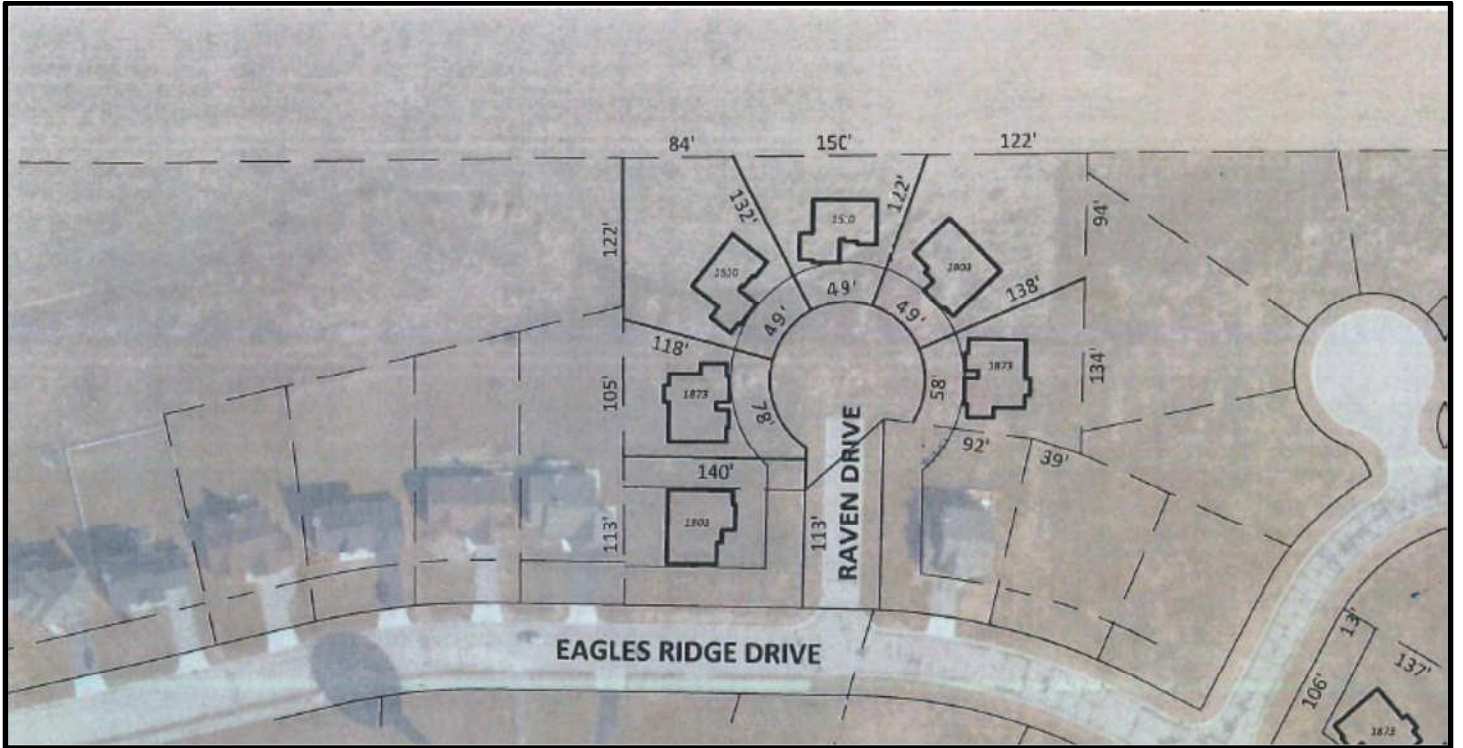
PLANNING & BUILDING SERVICES DIVISION

Map 10, Future Land Use (Narrowed to Subject Property)



City of Beloit
Comprehensive Plan
Map 10:
Future Land Use

Raven Court Concept





NOTICE TO THE PUBLIC

July 6, 2016

To Whom It May Concern:

New Leaf Homes has submitted an application requesting the following amendment to the Future Land Use Map (Map 10) of the City of Beloit Comprehensive Plan:

Easternmost 2 Acres of 1601 Gateway Blvd (adjacent to Raven Drive) –
From Parks & Open Spaces to Single-Family Residential – Urban.

The applicant has made an accepted offer to purchase the subject property from the City of Beloit. If approved, the 2 acres subject to this request would be subdivided into five new home sites and Raven Drive would be completed as a cul-de-sac. The remaining 6.7 acres behind the existing homes on Eagles Ridge Drive would remain as City-owned open space. The proposed map amendment is related to the applicant's concurrent request to rezone the subject property from PLI, Public Lands & Institutions District to R-1A, Single-Family Residential.

Information regarding the location, zoning, and land use of this property is available for review in the Planning & Building Services Division on the 3rd floor of City Hall, 100 State Street.

The following public meetings will be held regarding the proposed amendment:

City Plan Commission: Wednesday, July 20, 2016, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

City Council (Public Hearing): Tuesday, September 6, 2016, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

THE PUBLIC IS INVITED TO ATTEND THESE MEETINGS.

We are interested in your opinion.

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

For additional information, please contact Drew Pennington, AICP in the Planning & Building Services Division at (608) 364-6711 or penningtond@beloitwi.gov. Comments will be accepted via telephone, email, and U.S. Mail.

Karry DeVault, Clerk
Town of Beloit
2871 S. Afton Rd.
Beloit 53511

Frank Management Inc.
2501 Morse Street
Janesville, WI 53545

Dr. Tom Johnson
School District of Beloit
1633 Keeler Avenue
Beloit, WI 53511

Deb Bennett, Clerk
Town of Turtle
6916 S. County Rd. J.
Beloit, WI 53511

Rock County Planning Director
Rock County Courthouse, Room 266
51 South Main Street,
Janesville, WI 53545

Dr. Dennis McCarthy
Beloit-Turner School District
1237 Inman Parkway
Beloit, WI 53511

City Clerk
City of South Beloit
519 Blackhawk Blvd. Suite 2
South Beloit, IL 61080

Superintendent
Clinton Community School District
112 Milwaukee Road
Clinton, WI 53525

Nick Dimassis
Beloit Public Library Director
VIA I/O MAIL

Peter Herreid, Grant Administrator
Department of Administration
101 E. Wilson Street, 10th Floor
Madison, WI 53702-0001

Brad Austin
Corporate Contractors Inc.
3800 Gateway Blvd #200
Beloit, WI 53511

ORDINANCE NO. _____

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

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

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

The following described land, also known as 1750 Raven Drive, is hereby changed from PLI, Public Lands & Institutions District to R-1A, Single-Family Residential District:

Legal Description:

Lot 1 of Certified Survey Map Document No. 2059860 as recorded in Volume 37 on Pages 394-396 of the Certified Survey Maps of Rock County, located in the City of Beloit, County of Rock, State of Wisconsin (also known as 1750 Raven Drive). Said parcel contains 1.867 acres, more or less.

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

Adopted this ____ day of _____, 2016.

City Council of the City of Beloit

David F. Luebke, Council President

Attest:

Lorena Rae Stottler, City Clerk

Published this ____ day of _____, 2016

Effective this ____ day of _____, 2016

01-611100-5231-_____

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Zoning Map Amendment – 1750 Raven Drive (Previously Easternmost 2 Acres of 1601 Gateway Blvd)

Date: September 6, 2016

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

New Leaf Homes has submitted an application for a Zoning Map Amendment to change the zoning district classification from PLI, Public Lands & Institutions District to R-1A, Single-Family Residential District, for the property located at 1750 Raven Drive (previously known as the easternmost 2 acres of 1601 Gateway Blvd).

Key Issues (maximum of 5):

- The applicant has made an accepted offer to purchase the subject property from the City of Beloit. The applicant has constructed and sold numerous spec houses in the Eagles Ridge subdivision. If the applicant's land use applications are approved, the 2 acres subject to this request will be subdivided into five new home sites and Raven Drive will be completed as a cul-de-sac. As part of this process, Raven Drive will be renamed Raven Court. A rendering of this concept is attached.
- The remaining 6.7 acres behind the existing homes on Eagles Ridge Drive will remain zoned PLI as City-owned open space and are not subject to this request. The applicant recently recorded a CSM to subdivide the 2 acres to be rezoned & purchased, hence the new address of 1750 Raven Drive. A Location & Zoning Map is attached to this report. As shown on the attached map, there are existing single-family homes and/or lots to the west, south, and east of the land that is subject to this request. The land to the north of the subject property is planned and zoned (C-1) for office/business park uses.
- Planning staff mailed the attached Public Notice to the owners of nearby properties and installed a sign on the property. Planning staff has been contacted by two neighboring property owners who are concerned about changes to their existing views following this single-family development.
- The proposed R-1A classification will allow New Leaf Homes to construct a low-density, suburban-style cul-de-sac development that is compatible with the density and character of the neighborhood. Raven Drive was designed and constructed to extend to the north, and the applicant's proposal will establish a fixed northern edge for this residential subdivision, while leaving nearly 7 acres of public open space between the originally constructed homes on Eagles Ridge Drive and the business park land to the north.
- The Plan Commission reviewed this item on July 20, 2016 and voted unanimously (6-0) to recommend approval of this Zoning Map Amendment.

Consistency with Comprehensive Plan and Strategic Plan:

The Comprehensive Plan's Future Land Use Map (#10) recommends Parks & Open Spaces for the subject property, although the applicant has submitted a separate request to amend Map #10 to recommend Single-Family Residential – Urban uses. Consideration of this request supports City of Beloit Strategic Goal #5.

Sustainability:

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

Action required/Recommendation:

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

Fiscal Note/Budget Impact: The proposed purchase price is \$20,000, and once sold, the property will become taxable.

Attachments: Ordinance and Staff Report to the Plan Commission

CITY OF BELOIT

REPORT TO THE BELOIT CITY PLAN COMMISSION



Meeting Date: July 20, 2016

Agenda Item: 7

File Number: ZMA-2016-03

Applicant: New Leaf Homes

Owner: City of Beloit

Location: 1601 Gateway Blvd

Current Zoning: PLI, Public Lands

Existing Land Use: Vacant Land

Parcel Size: 1.9 Acres

Proposed Zoning: R-1A, Single-Fam.

Request Overview/Background Information:

New Leaf Homes has submitted an application for a Zoning Map Amendment to change the zoning district classification from PLI, Public Lands & Institutions District to R-1A, Single-Family Residential District, for the easternmost 2 acres of the property located at 1601 Gateway Blvd (adjacent to Raven Drive).

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

Key Issues:

- The applicant has made an accepted offer to purchase the subject property from the City of Beloit. The applicant has constructed and sold numerous spec houses in the Eagles Ridge subdivision. If the applicant's land use applications are approved, the 2 acres subject to this request will be subdivided into five new home sites and Raven Drive will be completed as a cul-de-sac. As part of this process, Raven Drive will be renamed Raven Court. A rendering of this concept is attached.
- The remaining 6.7 acres behind the existing homes on Eagles Ridge Drive will remain zoned PLI as City-owned open space and are not subject to this request. The applicant has also submitted a CSM to subdivide the 2 acres to be rezoned & purchased.
- A Location & Zoning Map is attached to this report. As shown on the attached map, there are existing single-family homes and/or lots to the west, south, and east of the land that is subject to this request. The land to the north of the subject property is planned and zoned (C-1) for office/business park uses.
- Planning staff mailed the attached Public Notice to the owners of nearby properties and installed a sign on the property. Planning staff has been contacted by two neighboring property owners who are concerned about changes to their existing views following this single-family development.
- **Findings of Fact** - Based on Section 2-304 of the Zoning Ordinance, the Plan Commission shall make a recommendation based on the following considerations:
 - a. *The existing use of property within the general area of the subject property;*
 - The proposed R-1A classification will allow New Leaf Homes to construct a low-density, suburban-style cul-de-sac development that is compatible with the density and character of the neighborhood. Raven Drive was designed and constructed to extend to the north, and the applicant's proposal will establish a fixed northern edge for this residential subdivision, while leaving nearly 7 acres of public open space between the originally constructed homes on Eagles Ridge Drive and the business park land to the north.
 - b. *The zoning classification of property within the general area of the subject property;*
 - The subject property is surrounded by an existing R-1A district and will simply expand the size of that single-family district.
 - c. *The suitability of the subject property for the uses permitted under the existing zoning classification;*
and
 - The subject property is suitable for open space uses, but leaving an incomplete dead-end street and the associated infrastructure in place would be inefficient planning & design.
 - d. *The trend of development and zoning map amendments in the general area of the subject property.*
 - The City purchased the subject property in late 2012, following the completion of Gateway Blvd. At the time of purchase, the subject property was part of a larger 44-acre parcel zoned R-1A that extended to the north. In February 2014, the City subdivided the 44-acre parcel into a 35-acre future office/business park development parcel along Gateway Blvd and an 8.6-acre parcel to serve primarily as a buffer behind the then-existing homes along Eagles Ridge Drive. The Raven Drive dead-end existed at the time and was always contemplated for completion, but during the recession there was absolutely no demand for single-family lots,

nor was there a clear answer for how this subdivision might evolve. Accordingly, the northern 35-acre parcel (subsequently addressed as 1801 Gateway Blvd) was rezoned from R-1A to C-1, Office District in June 2014 to allow future office/business park development. The southern 8.6-acre parcel was rezoned to PLI, Public Lands & Institutions during the same rezoning action in June 2014.

Consistency with Comprehensive Plan and Strategic Plan:

The Comprehensive Plan's Future Land Use Map (#10) recommends Parks & Open Spaces for the subject property, although the applicant has submitted a separate request to amend Map #10 to recommend Single-Family Residential – Urban uses for the 2 acres that are subject to this rezoning request.

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

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

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

Staff Recommendation:

Based upon the above Findings of Fact and the City's Comprehensive Plan, the Planning & Building Services Division recommends approval of a Zoning Map Amendment to change the zoning district classification from PLI, Public Lands & Institutions District to R-1A, Single-Family Residential District, for the easternmost 2 acres of the property located at 1601 Gateway Blvd (adjacent to Raven Drive).

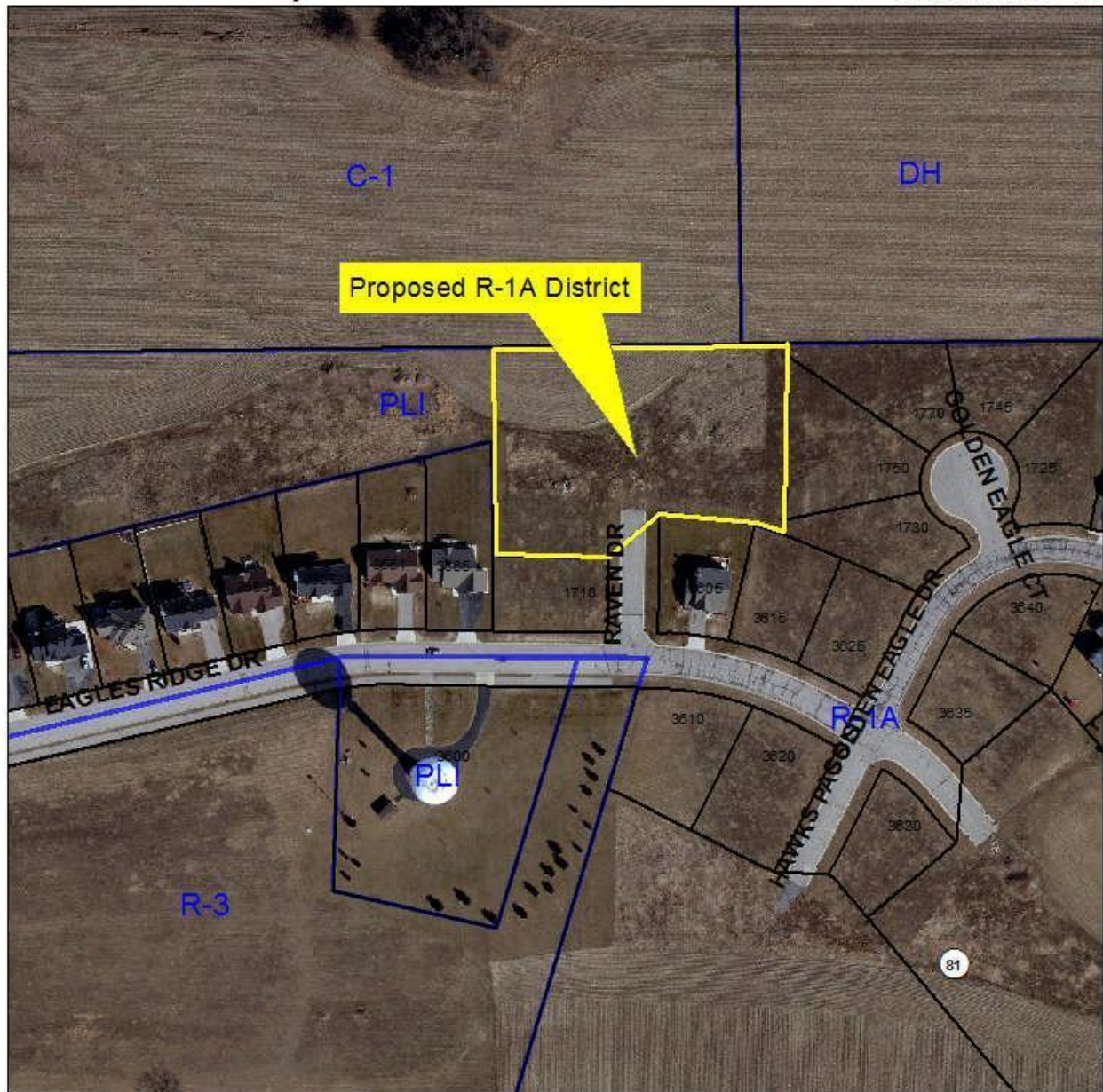
Fiscal Note/Budget Impact: The proposed purchase price is \$20,000.

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

Location & Zoning Map

Part of 1601 Gateway Blvd

ZMA-2016-03



1 inch = 171 feet
0 25 50 100 150 Feet

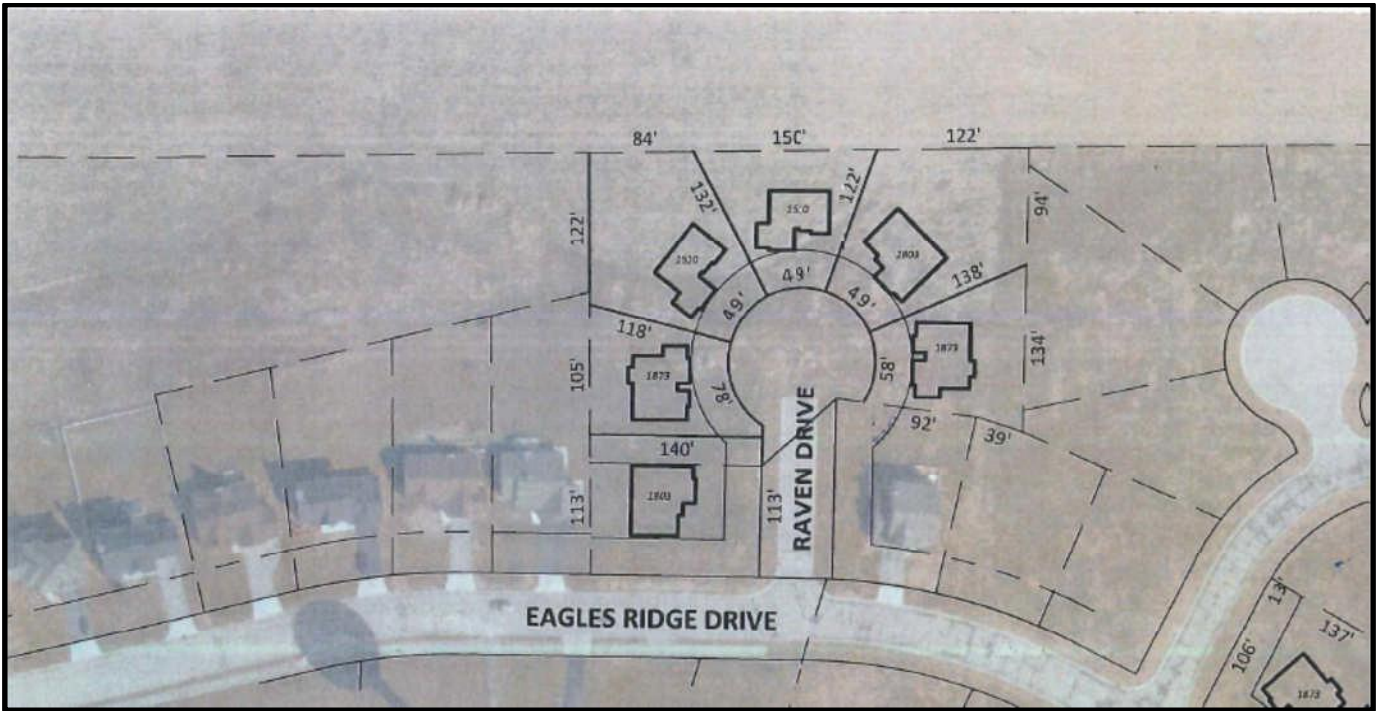
Legend

- City Limits
- Zoning District

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

PLANNING & BUILDING SERVICES DIVISION

Raven Court Concept



CITY of BELOIT

PLANNING & BUILDING SERVICES DIVISION

100 State Street, Beloit, WI 53511

Phone: (608) 364-6700

Fax: (608) 364-6609

Zoning Map Amendment Application Form

(Please Type or Print)

File No.: ZMA-2016-03

1. Address of subject property: 1601 GATEWAY BLVD (a portion of)

2. Legal description: Lot: 2 Block: PAK Subdivision: CSMV36 P.110-103
(If property has not been subdivided, attach a copy of the complete legal description from deed.)

Property dimensions are: 355± feet by 230± feet = 81,312 square feet.

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

3. Tax Parcel Number(s): 22810010

4. Owner of record: CITY OF BELOIT Phone: 364.6711

100 STATE ST BELOIT WI 53511
(Address) (City) (State) (Zip)

5. Applicant's Name: NEW LEAF ~~LONGST.~~ HOMES c/o JOHN KNABE

6551 E. RIVERSIDE ROCKFORD IL 61114
(Address) (City) (State) (Zip)

815.904.6006 | 815.978.4132 | JOHN@NEWLEAFREMODELING.COM
(Office Phone #) (Cell Phone #) (E-mail Address)

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

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

All existing uses on this property are: VACANT LAND

7. All the proposed uses for this property are:

Principal use(s): SINGLE FAMILY RESIDENCE

Secondary use(s): N/A

Accessory use(s): _____

8. I/we represent that I/we have a vested interest in this property in the following manner:
 Owner
 Leasehold, Length of lease: _____
 Contractual, Nature of contract: OFFER TO PURCHASE
 Other, explain: _____

9. Individual(s) responsible for compliance with conditions (if any), if request is granted:
 Name(s): JOHN KNABE Phone: 815.904.6006
6551 E. RIVERSIDE ROCKFORD IL 61114
(Address) (City) (State) (Zip)

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

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

<small>(Signature of Owner)</small> 	<small>(Print name)</small> JOHN KNABE	<small>(Date)</small> 6/28/16
<small>(Signature of Applicant, if different)</small> 	<small>(Print name)</small> MANAGER, NEW LEAF HOMES LLC	<small>(Date)</small> _____

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

To be completed by Planning Staff

Filing Fee: **\$275.00** Amount Paid: \$275.⁰⁰ Meeting Date: July 20, 2016

Number of notices: _____ x mailing cost (\$0.50) = cost of mailing notices: \$ _____

Application accepted by: Drew Pennington Date: 7/28/16

Date Notice Published: _____ Date Notice Mailed: _____



NOTICE TO THE PUBLIC

July 6, 2016

To Whom It May Concern:

New Leaf Homes has submitted an application for a Zoning Map Amendment to change the zoning district classification from PLI, Public Lands & Institutions District to R-1A, Single-Family Residential District, for the easternmost 2 acres of the property located at **1601 Gateway Blvd (adjacent to Raven Drive)**.

The applicant has made an accepted offer to purchase the subject property from the City of Beloit. If approved, the 2 acres subject to this request will be subdivided into five new home sites and Raven Drive will be completed as a cul-de-sac. The remaining 6.7-acre portion of the property located at 1601 Gateway Blvd behind the existing homes on Eagles Ridge Drive will remain as City-owned open space, and will remain zoned PLI.

The following public hearings will be held regarding this application:

City Plan Commission: Wednesday, July 20, 2016, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

City Council: Tuesday, September 6, 2016, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

THE PUBLIC IS INVITED TO ATTEND THESE HEARINGS.

We are interested in your opinion.

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

For additional information, please contact Drew Pennington, AICP in the Planning & Building Services Division at (608) 364-6711 or penningtond@beloitwi.gov. Comments will be accepted via telephone, email, and U.S. Mail.

Owner Name	O Owner Address 1	Owner Address 2
New Leaf		
Chad R and Kimberly A Brosier	3620 Eagles Ridge Drive	Beloit, WI 53511
Joseph R and Barbara A Spencer	3610 Eagles Ridge Drive	Beloit, WI 53511
City of Beloit		
City of Beloit		
New Leaf Homes		
MLG/ BRC Beloit LLC	Attn: Andy Bruce	13400 Bishops Ln Brookfield WI
New Leaf		
MLG/ BRC Beloit LLC		
James E Mueller	3615 Eagles Ridge Drive	Beloit, WI 53511
Adnan & Shpezime Fadilovski Rev Trust and D	3605 Eagles Ridge Drive	Beloit, WI 53511
MLG/ BRC Beloit LLC		
Barbara Hahn	3561 Eagles Ridge Drive	Beloit, WI 53511
George Stathopoulos	3565 Eagles Ridge Drive	Beloit, WI 53511
Gerald Pulaski	1750 Golden Eagle CT	Beloit, WI 53511
Jeffrey L Anderson	1770 Golden Eagle CT	Beloit, WI 53511
MLG/ BRC Beloit LLC		
MLG/ BRC Beloit LLC		
Rolf A Lund & Linda L Lund Rev Trust of 201C,	1610 Townhall Road	Beloit, WI 53511
City of Beloit		

**RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT TO ALLOW
AN INDOOR ENTERTAINMENT VENUE WITH BEER SALES & CONSUMPTION WITHIN
THE IRONWORKS COMPLEX LOCATED AT 625-701 THIRD STREET**

WHEREAS, the application of Jeff Whiteman of Geronimo Hospitality Group for a Conditional Use Permit to allow an indoor entertainment venue with beer sales & consumption in an M-2, General Manufacturing District, for a golf simulation lab within the Ironworks complex located at 625-701 Third Street, having been considered by the City Council of the City of Beloit, Wisconsin at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication on file in the office of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Beloit, Rock County, Wisconsin does hereby grant a Conditional Use Permit to allow an indoor entertainment venue with beer sales & consumption in an M-2, General Manufacturing District, for a golf simulation lab within the Ironworks complex located at 625-701 Third Street in the City of Beloit, for the following described premises:

PART OF BLOCKS 14, 15 AND 16 OF HANCHETT AND LAWRENCE'S ADDITION,
ALSO LOTS 1-9 OF TENNEY'S ADDITION, ALSO LOTS 36-42 AND 57-59 OF HACKETT
ADDITION, ALSO INCLUDING THOSE PORTIONS OF VACATED ST. LAWRENCE
AVENUE, SECOND STREET, THIRD STREET THE HEAD AND TAIL RACE, BEING ALL
A PART OF GOVERNMENT LOTS 2 AND 3 OF SECTION 35, T. 1 N., R. 12 E. OF THE
4TH P.M., NOW CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN.

As a condition of granting the Conditional Use Permit, the City Council does hereby stipulate the following conditions and restrictions upon the Conditional Use, which are hereby deemed necessary for the public interest:

1. This Conditional Use Permit authorizes an indoor golf simulation lab up to 8,000 square feet in floor area within 625 Third Street, Suite 100 of the Ironworks campus as shown on the floor plan submitted with the application.
2. Beer sales, possession, and consumption are allowed within the golf simulation lab, provided a beer license is obtained and retained at all times. Beer sales & consumption shall end at 10 PM every night.
3. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Director of Planning & Building Services may approve minor changes administratively and allow accessory structures and uses that comply with and meet all of the standards and requirements of the City of Beloit Municipal Code.

Adopted this 6th day of September, 2016.

BELOIT CITY COUNCIL

David F. Luebke, Council President

ATTEST:

Lorena Rae Stottler, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Conditional Use Permit Application for the property located at 625-701 Third Street

Date: September 6, 2016

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

Jeff Whiteman of Geronimo Hospitality Group has filed an application for a Conditional Use Permit to allow an indoor entertainment venue with beer sales & consumption in an M-2, General Manufacturing District, for a proposed golf simulation lab within the Ironworks complex located at 625-701 Third Street. The proposed use is classified as "Entertainment-Oriented Retail Sales/Service," which requires a Conditional Use Permit to operate in an M-2, General Manufacturing District. If the Conditional Use Permit is approved, the City Council is authorized to impose conditions it deems necessary to reduce or minimize any potential adverse effects on surrounding properties.

Key Issues (maximum of 5):

- The proposed golf simulation lab is approximately 8,000 square-feet in area, and will include digital simulators, a putting surface, a driving range, and a lobby/bar area near the entrance from the new Ironworks "spine" roadway. The proposed facility will be open to the public, and will utilize a shared corridor with ADA access and bathrooms as shown on the attached floor plan.
- The application and the overall floor plan for the central portion of Ironworks are also attached to this report. The proposed golf simulation lab will be situated between the Irontek Incubator and the Universal space.
- As the Ironworks campus has evolved, the availability of off-street parking stalls has become an emerging issue. According to Section 8-103 of the Zoning Ordinance, the proposed golf lab must be served by at least 53 off-street parking stalls. As of right now, there are at least 53 off-street parking stalls on the Ironworks campus to satisfy this code requirement. The completion of the YMCA in Ironworks South in 2017 and the continued build-out of office space in Ironworks North has led to increased scrutiny of the current and expected parking shortage, and this issue is currently being studied by Planning staff, the Metropolitan Planning Organization (MPO/SLATS), and Hendricks officials. Numerous short- and medium-term solutions are being discussed.
- The City's Review Agents have reviewed this application and have not submitted any comments or concerns.
- The Plan Commission reviewed this item on August 17, 2016 and voted unanimously (6-0) to recommend approval of the Conditional Use Permit, subject to the three conditions listed on the attached Resolution.

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

- Consideration of this request supports Strategic Goal #5.

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

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

Action required/Recommendation:

- City Council consideration and action on the proposed Resolution

Fiscal Note/Budget Impact: N/A

Attachments: Resolution and Staff Report to the Plan Commission

CITY OF BELOIT

REPORT TO THE BELOIT CITY PLAN COMMISSION

Meeting Date: August 17, 2016

Agenda Item: 3

File Number: CU-2016-04

Applicant: Jeff Whiteman

Owner: Hendricks Commercial Prop.

Location: 625-701 Third Street

Existing Zoning: M-2, General
Manufacturing District

Existing Land Use: Mixed Use

Parcel Size: 19.6 Acres

Request Overview/Background Information:

Jeff Whiteman of Geronimo Hospitality Group has filed an application for a Conditional Use Permit to allow an indoor entertainment venue with beer sales & consumption in an M-2, General Manufacturing District, for a proposed golf simulation lab within the Ironworks complex located at 625-701 Third Street. The proposed use is classified as "Entertainment-Oriented Retail Sales/Service," which requires a Conditional Use Permit to operate in an M-2, General Manufacturing District. If the Conditional Use Permit is approved, the City Council is authorized to impose conditions it deems necessary to reduce or minimize any potential adverse effects on surrounding properties.

Key Issues:

- The proposed golf simulation lab is approximately 8,000 square-feet in area, and will include digital simulators, a putting surface, a driving range, and a lobby/bar area near the entrance from the new Ironworks "spine" roadway.
- The proposed facility will be open to the public, and will utilize a shared corridor with ADA access and bathrooms as shown on the attached floor plan.
- The application and the overall floor plan for the central portion of Ironworks are also attached to this report. The proposed golf simulation lab will be situated between the Irontek Incubator and the Universal space.
- As the Ironworks campus has evolved, the availability of off-street parking stalls has become an emerging issue. According to Section 8-103 of the Zoning Ordinance, the proposed golf lab must be served by at least 53 off-street parking stalls. As of right now, there are at least 53 off-street parking stalls on the Ironworks campus to satisfy this code requirement. The completion of the YMCA in Ironworks South in 2017 and the continued build-out of office space in Ironworks North has led to increased scrutiny of the current and expected parking shortage, and this issue is currently being studied by Planning staff, the Metropolitan Planning Organization (MPO/SLATS), and Hendricks officials. Numerous short- and medium-term solutions are being discussed.
- The City's Review Agents have reviewed this application and have not submitted any comments or concerns.
- The attached Public Notice was published in the newspaper and posted on the City's website. As of this writing, Planning staff has not received any comments. All properties within 150 feet are Hendricks or City-owned.
- Public facilities and infrastructure exist in this area and the property receives the full range of municipal services.
- **Findings of Fact**

Based on Section 2-504 of the Zoning Ordinance, the Plan Commission shall make a recommendation based on the following considerations:

- a. *Whether the establishment, maintenance, or operation of the conditional use will be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;*
 - The proposed golf simulation lab is situated within a massive adaptive reuse redevelopment, which currently includes a variety of office and technology companies. The proposed golf lab is not expected to create any significant noise, light, or other disruptions. The proposed golf lab will provide a unique entertainment option for workers in and visitors to Ironworks, and will not be detrimental to public health, safety, morals, comfort, or general welfare.
- b. *Whether the conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted;*
 - The proposed golf simulation lab will not interfere with any adjacent or nearby uses. The applicant indicated that the business will close by 10 PM each night, which is acceptable to the Beloit Police Department. This closing time is reflected in the conditions below.
- c. *Whether the conditional use will substantially diminish or impair property values within the neighborhood of the subject property;*
 - The proposed golf simulation lab is expected to serve as an attraction and amenity that will increase property values in the Ironworks district and the nearby W. Grand Avenue/Fourth Street business corridor.
- d. *Whether the establishment of the conditional use will impede the normal and orderly development and improvement of the surrounding property;*
 - The surrounding area is fully developed.

- e. *Whether the exterior architectural design or site layout of the proposed conditional use is so dissimilar or otherwise incompatible with existing or proposed development in the immediate neighborhood that it will cause a depreciation in property values;*
 - The proposed golf simulation storefront will be compatible with the remainder of the Ironworks campus and the materials will be subject to Architectural Review.
- f. *Whether adequate utilities, access roads, drainage or other necessary facilities will be available to serve the proposed use at the time of its occupancy or use;*
 - Adequate facilities and infrastructure are available to serve the conditional use.
- g. *Whether adequate measures will be taken to minimize traffic congestion; and*
 - The establishment of the golf simulation lab is not expected to generate a significant increase in traffic. As discussed above, numerous public and private efforts are underway to increase the availability of parking in & around the Ironworks campus.
- h. *Whether the conditional use will comply with all applicable regulations of the Zoning Ordinance.*
 - The conditional use will comply with all other applicable regulations of the Zoning Ordinance.

Consistency with Comprehensive Plan and Strategic Plan:

The Comprehensive Plan recommends General Industrial uses for the subject property. The underlying zoning district classification is consistent with the Comprehensive Plan, as required by Section 66.1001(3) of Wisconsin Statutes. Consideration of this request supports City of Beloit Strategic Goal #5.

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

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

Staff Recommendation:

The Planning & Building Services Division recommends **approval** of a Conditional Use Permit to allow an indoor entertainment venue with beer sales & consumption in an M-2, General Manufacturing District, for a golf simulation lab within the Ironworks complex located at 625-701 Third Street, based on the above Findings of Fact and subject to the following conditions:

1. This Conditional Use Permit authorizes an indoor golf simulation lab up to 8,000 square feet in floor area within 625 Third Street, Suite 100 of the Ironworks campus as shown on the floor plan submitted with the application.
2. Beer sales, possession, and consumption are allowed within the golf simulation lab, provided a beer license is obtained and retained at all times. Beer sales & consumption shall end at 10 PM every night.
3. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Director of Planning & Building Services may approve minor changes administratively and allow accessory structures and uses that comply with and meet all of the standards and requirements of the City of Beloit Municipal Code.

Fiscal Note/Budget Impact: N/A

Attachments: Location & Zoning Map, Photos, Application, Floor Plans, & Public Notice.

Location & Zoning Map

625-701 Third Street

CU-2016-04



1 inch = 284 feet

0 40 80 160 240 Feet

Legend

- City Limits
- Zoning District

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

PLANNING & BUILDING SERVICES DIVISION



CITY of BELOIT

Planning and Building Services Division

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

Conditional Use Permit Application

(Please Type or Print)

File Number: CU-2016-04

1. Address of subject property: 1701 625 3RD STREET, BELOIT

2. Legal description: _____

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

Property dimensions are: _____ feet by _____ feet = 7,891 square feet.

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

3. Tax Parcel Number(s): 13530710

4. Owner of record: HENDRICKS COMMERCIAL ^{PROPERTIES} Phone: 608-931-8500

525 3RD ST. BELOIT WI 53511
(Address) (City) (State) (Zip)

5. Applicant's Name: JEFF WHITEMAN

525 3RD ST. BELOIT WI 53511
(Address) (City) (State) (Zip)

608-362-8981 / 608-931-8500 / JEFF.WHITEMAN@GOKONIMO
(Office Phone #) (Cell Phone #) (E-mail Address) HOSPITALITY GROUP.NET

6. All existing use(s) on this property are: VACANT

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

A Conditional Use Permit for: Entertainment Retail + Alcohol (Beer)
in a(n) M-2 Zoning District.

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

Principal use: RECREATIONAL GOLF TEACHING LAB WITH PUTTING, CHIPPING AND GOLF SIMULATORS.

Secondary use: LOWLIE'S AREA

Accessory use: _____

9. Project timetable: Start date: Aug 1st Completion date: Nov. 30, 2016

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

- () Owner
- (X) Leasehold, length of lease: 10 yrs
- () Contractual, nature of contract: _____
- () Other, explain: _____

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

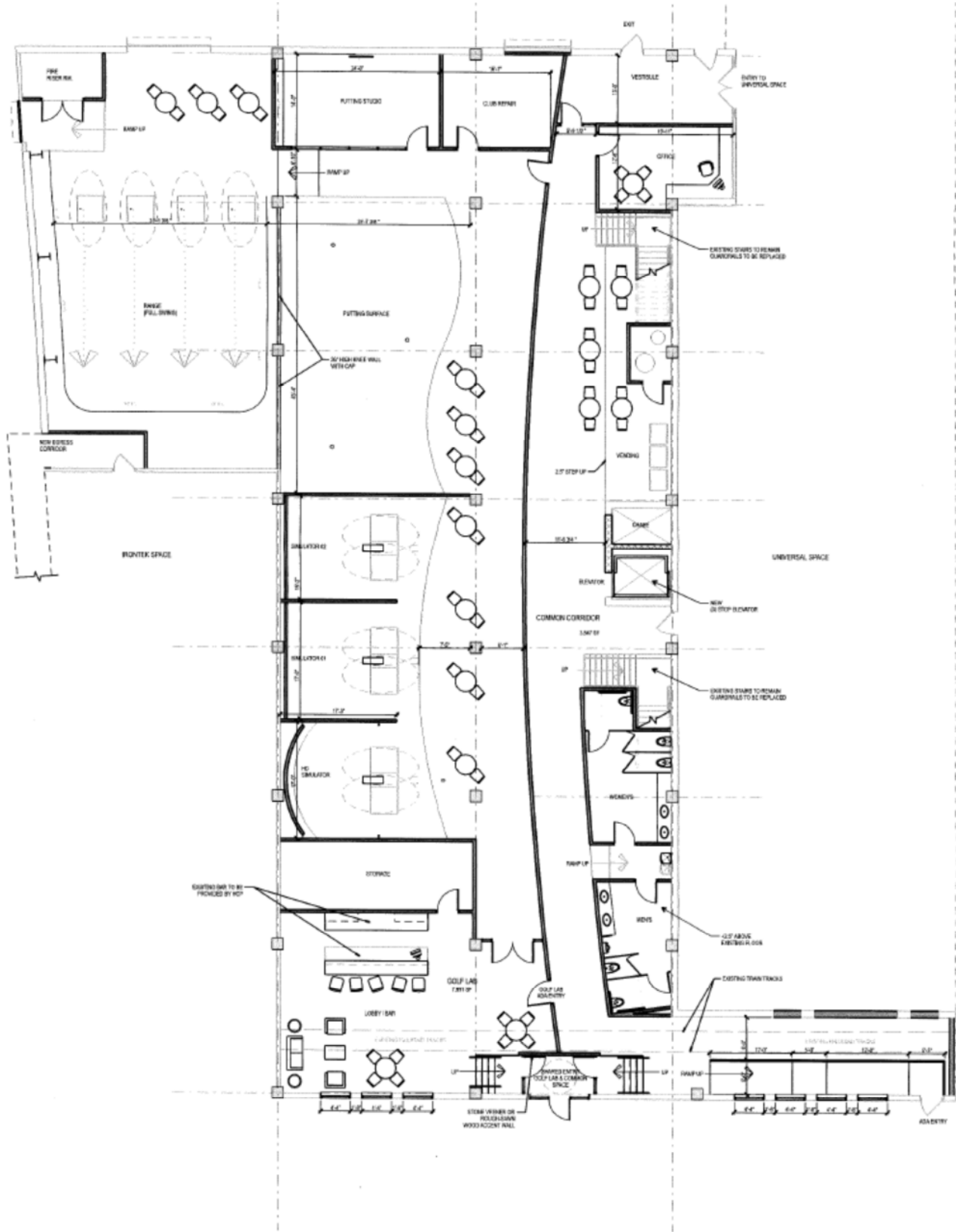
I/We, the undersigned, do hereby respectfully make application for and petition the City Plan Commission and City Council to grant the requested action for the purpose stated herein. I/We represent that the granting of the proposed request will not violate any of the required standards of the Zoning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

[Signature] / TONY TREGASSO / 7/22/16
(Signature of Owner) (Print name) (Date)

[Signature] / TONY TREGASSO / 7/22/16
(Signature of Applicant, if different) (Print name) (Date)

In order for your request to be heard and considered in a timely manner, you must submit the completed application, and all accompanying documents, to the Planning and Building Services Division for acceptance by the filing deadline date prior to a scheduled Plan Commission meeting. This application must be submitted with one copy of a scaled drawing showing the layout of the proposed development in accordance with all code requirements, and the \$275.00 application fee. Applicants will also be charged a fee for mailing public notices at the rate of \$0.50 per notice. An invoice for this fee will be sent to the applicant and these costs are typically between \$5.00 and \$15.00.

To be completed by Planning Staff		
Filing fee: <u>\$275.00</u>	Amount paid: <u>\$275.^e</u>	Meeting date: <u>Aug. 17, 2016</u>
No. of notices: _____	x mailing cost (\$0.50) = cost of mailing notices: \$ _____	
Application accepted by: <u>[Signature]</u>	Date: <u>7/22/16</u>	



PROPOSED GOLF LAB - IRONWORKS (FIRST LEVEL)

SCALE: 1/16"=1'-0"





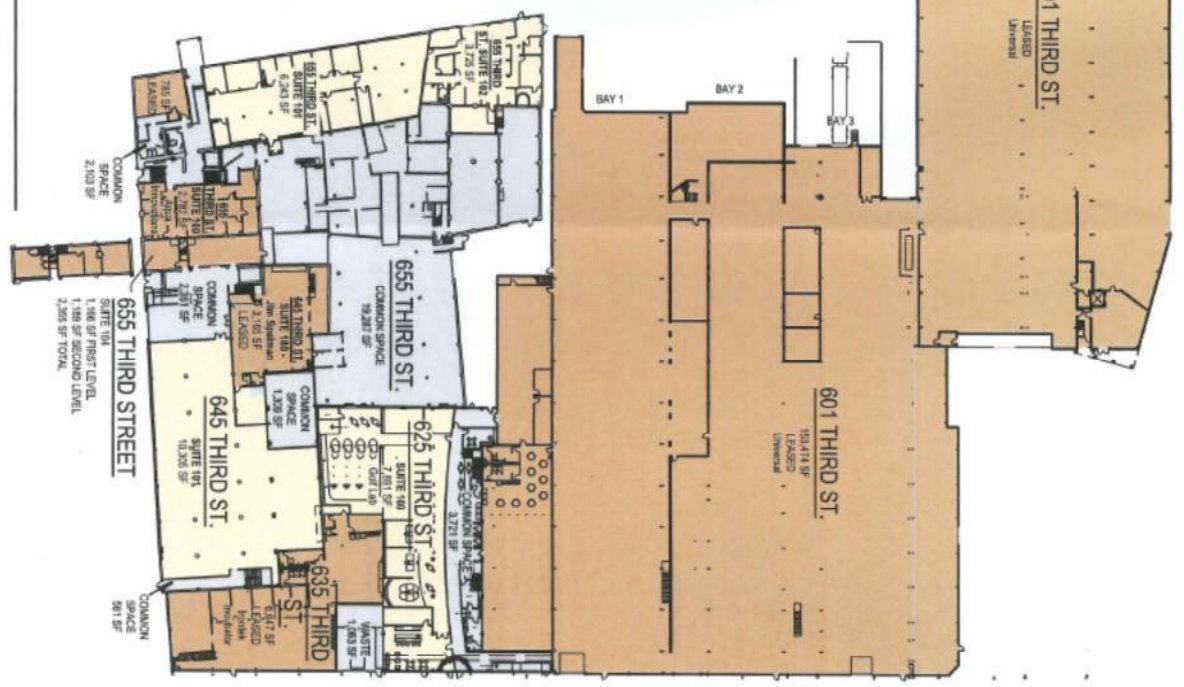
FIRST LEVEL FLOOR PLAN

IRONWORKS CENTRAL CURRENT TENANT LIST

ADDRESS	SUITE #	COMPANY	1st Fl. SF	2nd Fl. SF	3rd Fl. SF
601 Third Street	200	VACANT			3,327
601 Third Street	200	Universal	153,474		2,283
601 Third Street	200	Golf Lab (Beloit Club)	8,372		2,135
601 Third Street	200	Irontek	6,647		9,085
601 Third Street	200	Jim Spelman Visuals, Inc	3,385		2,038
601 Third Street	201	VACANT	10,305		1,380
601 Third Street	204	VACANT	1,366		16,090
601 Third Street	200	Aqua Innovations	2,782		11,064
601 Third Street	200	Beilert Regional Hospital	785		11,900
601 Third Street	201	VACANT	6,243		12,442
601 Third Street	202	VACANT	3,725		12,442
601 Third Street	202	COMMON SPACE	30,438		79,464
			TOTAL SF	228,880	

ADDRESS	SUITE #	COMPANY	1st Fl. SF	2nd Fl. SF	3rd Fl. SF
601 Third Street	200	VACANT			21,292
601 Third Street	200	Mastercraft Extension			5,008
601 Third Street	200	Start Co. locations			20,739
601 Third Street	204	VACANT			4,328
601 Third Street	205	Conroy 305			14,427
601 Third Street	205	COMMON SPACE			10,356
			TOTAL SF	75,590	

Category	Total SF
TOTAL LEASED SF	250,240
TOTAL VACANT SPACE	63,239
TOTAL LEASABLE SF	353,670
TOTAL COMMON SPACE	52,234
TOTAL BUILDING SF	381,894



Due to electronic distribution, this drawing may not be printed to the scale indicated on the drawings. Do NOT use scale to determine dimensions or sizes.

ISSUANCE DATE: 7/21/2016

REVISIONS:

IRONWORKS CENTRAL

601-655 THIRD STREET
BELOIT, WI

525 THIRD STREET, SUITE 300
BELOIT WI 53511
PH: (608) 362-8981

○ ○ ○ ○

A4

○ ○ ○ ○

FIRST LEVEL FLOOR PLAN

○ ○ ○ ○



NOTICE TO THE PUBLIC

August 2, 2016

To Whom It May Concern:

Jeff Whiteman of Geronimo Hospitality Group has filed an application for a Conditional Use Permit to allow an indoor entertainment venue with beer sales & consumption in an M-2, General Manufacturing District, for a proposed golf simulation lab within the Ironworks complex located at:

625-701 Third Street.

The proposed golf simulation lab is approximately 8,000 square-feet in area, and will include digital simulators, a putting surface, a driving range, and a lobby/bar area near the entrance from the new "spine" roadway. The following public hearings will be held regarding this proposed Conditional Use Permit:

City Plan Commission: Wednesday, August 17, 2016, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

City Council: Tuesday, September 6, 2016, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

THE PUBLIC IS INVITED TO ATTEND THESE HEARINGS.

We are interested in your opinion.

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

For additional information, please contact Drew Pennington, AICP in the Planning & Building Services Division at (608) 364-6711 or penningtond@beloitwi.gov. Comments will be accepted via telephone, email, and U.S. Mail.

RESOLUTION
AUTHORIZING A CONDITIONAL USE PERMIT TO ALLOW
AN OUTDOOR SEATING AREA WITH ALCOHOLIC BEVERAGES
IN A C-2, NEIGHBORHOOD COMMERCIAL DISTRICT,
FOR THE PROPERTY LOCATED AT 1028 MARY STREET

WHEREAS, the application of Bradley Sandmire of The Last Lap tavern for a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession, & consumption of alcoholic beverages in a C-2, Neighborhood Commercial District, for the property located at 1028 Mary Street, having been considered by the City Council of the City of Beloit, Wisconsin at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication on file in the office of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Beloit, Rock County, Wisconsin does hereby grant a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession, & consumption of alcoholic beverages in a C-2, Neighborhood Commercial District, for the property located at 1028 Mary Street in the City of Beloit, for the following described premises:

Lots 19, 20, & 21, Block 3 of McGavocks Heights, City of Beloit, Rock County Wisconsin. Said parcel contains 0.4649 acres, more or less.

As a condition of granting the Conditional Use Permit, the City Council does hereby stipulate the following conditions and restrictions upon the Conditional Use, which are hereby deemed necessary for the public interest:

1. This Conditional Use Permit authorizes a fenced outdoor seating area no larger than 3,000 square feet, in the location shown on the applicant's site sketch. Outdoor entertainment/performances are prohibited in the outdoor seating area and all outdoor music speakers shall be turned off at 10 PM.
2. Prior to use of the outdoor seating area, the applicant shall obtain an Architectural Review Certificate and construct a wood privacy fence as proposed. The fence shall be no more than 6 feet in height where it attaches to the tavern building, which will allow adjustments for grade to occur at the bottom of the fence as it extends north. The fence shall be at least 6 feet in height.
3. Prior to use of the outdoor seating area, the applicant shall stripe the existing asphalt parking lot to identify at least 33 parking stalls, including 2 accessible stalls that share a striped 8-foot access aisle.
4. Prior to use of the outdoor seating area, the applicant shall amend the liquor license for the premises to include the outdoor seating area.
5. The outdoor seating area shall include marked exits, clear 36'' exit pathways, and gates with exit-only hardware. The Fire Inspector and Building Official will inspect the completed outdoor seating area and establish a maximum occupancy, which shall be posted inside the building and within the outdoor seating area.

6. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Director of Planning & Building Services may approve minor changes administratively.

Adopted this 6th day of September, 2016.

BELOIT CITY COUNCIL

David F. Luebke, Council President

ATTEST:

Lorena Rae Stottler, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Conditional Use Permit Application for the property located at 1028 Mary Street

Date: September 6, 2016

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

Bradley Sandmire has filed an application for a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession, & consumption of alcoholic beverages in a C-2, Neighborhood Commercial District, for the property located at 1028 Mary Street.

Key Issues (maximum of 5):

- The applicant owns The Last Lap tavern, and has proposed a fenced outdoor seating area to the northwest of the tavern building as shown on the attached site sketch. The proposed outdoor area would be surrounded by a wood privacy fence and would include emergency exits to the east and south. The privacy fence will be installed next to the existing tavern and storage buildings, which will ensure that customers may only access the outdoor seating area by entering the tavern and exiting the northern door into the fenced area. The fenced area will be approximately 3,000 square feet in area. The fence is outside of the front setback area, and therefore is allowed to be up to 8 feet in height.
 - The proposed furniture within the outdoor seating area will consist of picnic tables with seating for 20-30 customers. Section 4-704 of the Zoning Ordinance states that outdoor seating areas in C-2 are only allowed if reviewed and approved in accordance with the Conditional Use Permit review procedures.
 - The attached **Location and Zoning Map** shows the location of the parcel involved in this application. The subject business is a neighborhood-scale tavern on a local street, and is part of a C-2 zoning district that runs along Liberty Avenue/State Hwy 81. There is an auto-based business to the north of the subject property, and single-family homes (zoned R-1B, Single-Family Residential) to the east. There are existing public housing units to the south and west of the subject property. The attached Public Notice was sent to 10 nearby property owners. Planning staff has not received any comments.
 - According to Section 8-103 of the Zoning Ordinance, the applicant will need to provide at least 33 off-street parking stalls. There is adequate paved area on the subject property to meet this requirement, but the existing asphalt lot will need to be striped to identify the stalls and accessible stalls required by the Ordinance.
 - The Plan Commission reviewed this item on August 17, 2016 and voted unanimously (6-0) to recommend approval of the Conditional Use Permit, subject to the six conditions included on the attached Resolution.
-

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

- Consideration of this request supports Strategic Goal #5.
-

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

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

Action required/Recommendation:

- City Council consideration and action on the proposed Resolution
-

Fiscal Note/Budget Impact: N/A

Attachments: Resolution and Staff Report to the Plan Commission

CITY OF BELOIT

REPORT TO THE BELOIT CITY PLAN COMMISSION

Meeting Date: August 17, 2016

Agenda Item: 4

File Number: CU-2016-05

Applicant: Bradley Sandmire

Owner: The Last Lap Inc.

Location: 1028 Mary Street

Existing Zoning: C-2, Neighborhood Commercial District

Existing Land Use: Tavern

Parcel Size: 0.46 Acre

Request Overview/Background Information:

Bradley Sandmire has filed an application for a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession, & consumption of alcoholic beverages in a C-2, Neighborhood Commercial District, for the property located at 1028 Mary Street.

Key Issues:

- The applicant owns The Last Lap tavern, and has proposed a fenced outdoor seating area to the northwest of the tavern building as shown on the attached site sketch.
- The proposed outdoor area would be surrounded by a wood privacy fence and would include emergency exits to the east and south. The privacy fence will be installed next to the existing tavern and storage buildings, which will ensure that customers may only access the outdoor seating area by entering the tavern and exiting the northern door into the fenced area. The fenced area will be approximately 3,000 square feet in area. The fence is outside of the front setback area, and therefore is allowed to be up to 8 feet in height.
- The proposed furniture within the outdoor seating area will consist of picnic tables with seating for 20-30 customers.
- Section 4-704 of the Zoning Ordinance states that outdoor seating areas in C-2 are only allowed if reviewed and approved in accordance with the Conditional Use Permit review procedures.
- The application and site sketch are attached to this report.
- The attached **Location and Zoning Map** shows the location of the parcel involved in this application. The subject business is a neighborhood-scale tavern on a local street, and is part of a C-2 zoning district that runs along Liberty Avenue/State Hwy 81. There is an auto-based business to the north of the subject property, and single-family homes (zoned R-1B, Single-Family Residential) to the east. There are existing public housing units to the south and west of the subject property.
- The attached Public Notice was sent to 10 nearby property owners. Planning staff has not received any comments.
- According to Section 8-103 of the Zoning Ordinance, the applicant will need to provide at least 33 off-street parking stalls. There is adequate paved area on the subject property to meet this requirement, but the existing asphalt lot will need to be striped to identify the 9' x 18' stalls and accessible stalls required by the Ordinance.
- **Findings of Fact**

Based on Section 2-504 of the Zoning Ordinance, the Plan Commission shall make a recommendation based on the following considerations:

- a. *Whether the establishment, maintenance, or operation of the conditional use will be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;*
 - Outdoor seating areas have become a ubiquitous feature of taverns in the City, and have not caused any widespread or persistent problems.
 - The applicant agreed to Planning staff's request to locate the outdoor seating area on the north side of the tavern, which will be away from the surrounding private and public dwellings nearby.
- b. *Whether the conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted;*
 - Planning staff is recommending standard conditions of approval dealing with hours of operation and noise that will ensure continued compatibility between the tavern and the adjacent residential uses.
- c. *Whether the conditional use will substantially diminish or impair property values within the neighborhood of the subject property;*
 - The 35-seat tavern is a longstanding component of this mixed use block, and the addition of an outdoor seating area subject to time & noise limitations will not affect property values.
- d. *Whether the establishment of the conditional use will impede the normal and orderly development*

- and improvement of the surrounding property;*
- The surrounding area is fully developed.
- e. *Whether the exterior architectural design or site layout of the proposed conditional use is so dissimilar or otherwise incompatible with existing or proposed development in the immediate neighborhood that it will cause a depreciation in property values;*
- The proposed outdoor seating area will be surrounded by a wood privacy fence, and Planning staff is recommending a condition of approval that will require the applicant to improve the existing parking lot prior to use.
- f. *Whether adequate utilities, access roads, drainage or other necessary facilities will be available to serve the proposed use at the time of its occupancy or use;*
- Adequate facilities and infrastructure are available to serve the proposed outdoor seating area.
- g. *Whether adequate measures will be taken to minimize traffic congestion; and*
- The proposed outdoor seating area is not expected to generate a significant increase in traffic. Planning staff is recommending a condition of approval that will require the applicant to stripe the existing parking lot in order to identify the 33 required parking stalls.
- h. *Whether the conditional use will comply with all applicable regulations of the Zoning Ordinance.*
- The conditional use will comply with all other applicable regulations of the Zoning Ordinance. If the garbage & recycling containers are visible, an enclosure will be required.

Consistency with Comprehensive Plan and Strategic Plan:

The City's Comprehensive Plan recommends *Neighborhood Commercial uses* for the subject property. This request and the underlying C-2 zoning classification are consistent with this recommendation. Consideration of this request supports City of Beloit Strategic Goal #5.

Sustainability:

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

Staff Recommendation:

The Planning & Building Services Division recommends **approval** of a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession, & consumption of alcoholic beverages in a C-2, Neighborhood Commercial District, for the property located at 1028 Mary Street, based on the above Findings of Fact and subject to the following conditions:

1. This Conditional Use Permit authorizes a fenced outdoor seating area no larger than 3,000 square feet, in the location shown on the applicant's site sketch. Outdoor entertainment/performances are prohibited in the outdoor seating area and all outdoor music speakers shall be turned off at 10 PM.
2. Prior to use of the outdoor seating area, the applicant shall obtain an Architectural Review Certificate and construct a wood privacy fence as proposed. The fence shall be no more than 6 feet in height where it attaches to the tavern building, which will allow adjustments for grade to occur at the bottom of the fence as it extends north.
3. Prior to use of the outdoor seating area, the applicant shall stripe the existing asphalt parking lot to identify at least 33 parking stalls, including 2 accessible stalls that share a striped 8-foot access aisle.
4. Prior to use of the outdoor seating area, the applicant shall amend the liquor license for the premises to include the outdoor seating area.
5. The outdoor seating area shall include marked exits, clear 36" exit pathways, and gates with exit-only hardware. The Fire Inspector and Building Official will inspect the completed outdoor seating area and establish a maximum occupancy, which shall be posted inside the building and within the outdoor seating area.
6. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Director of Planning & Building Services may approve minor changes administratively.

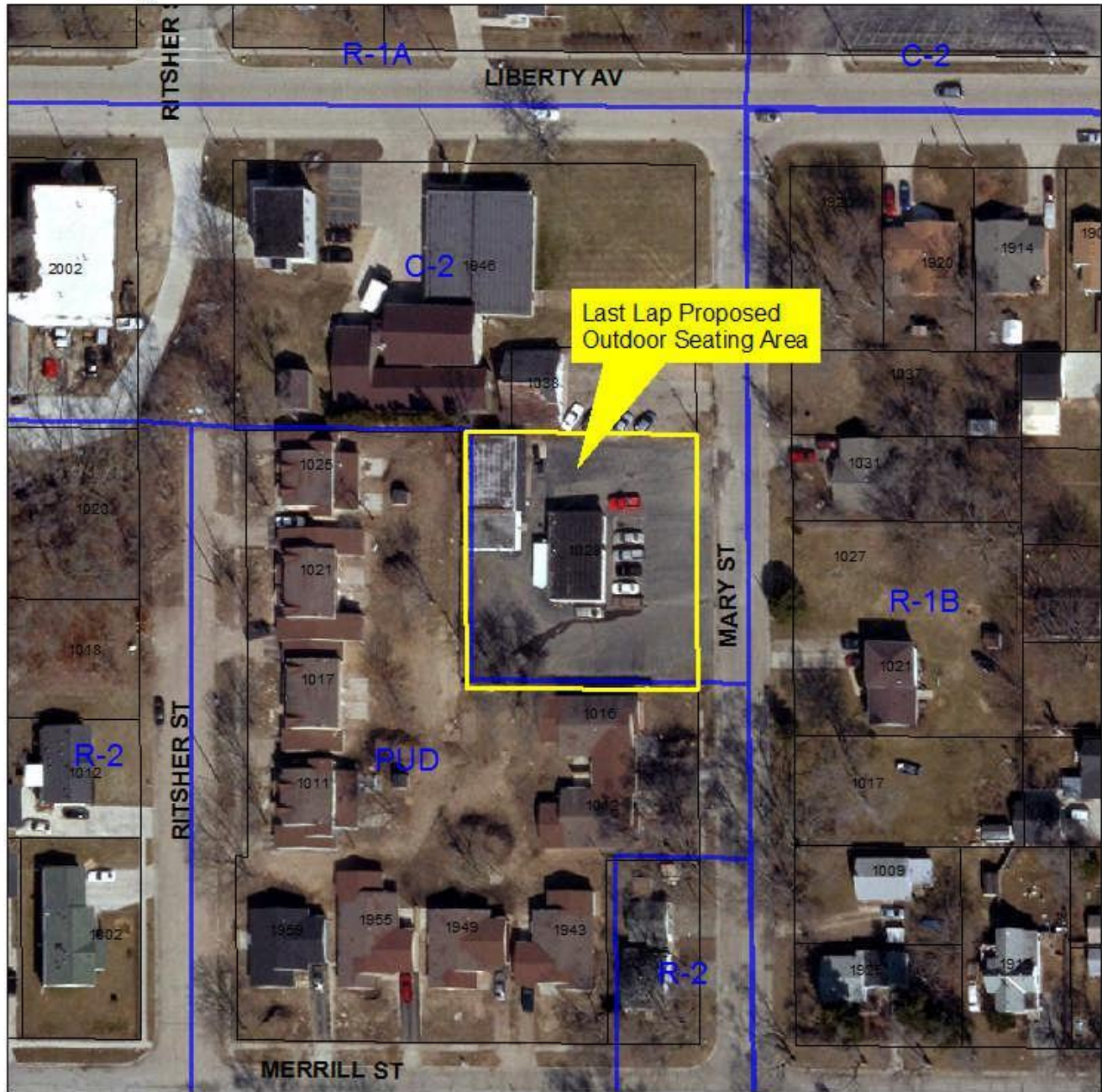
Fiscal Note/Budget Impact: N/A

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

Location & Zoning Map

1028 Mary Street

CU-2016-05



1 inch = 83 feet

0 12.5 50 75 Feet

Legend

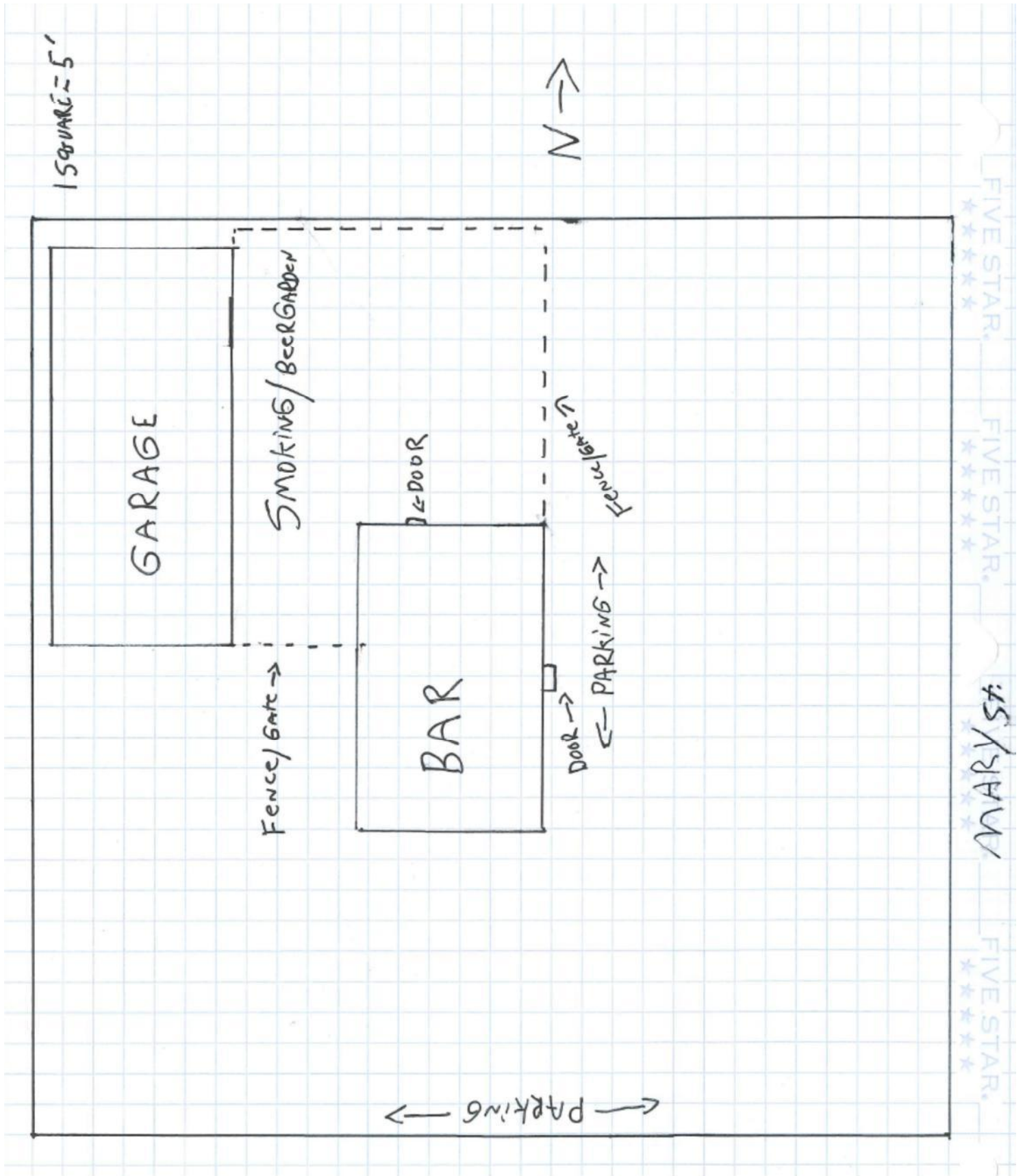
- City Limits
- Zoning District

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

PLANNING & BUILDING SERVICES DIVISION

View From Mary Street (East)





CITY of BELOIT

Planning and Building Services Division

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

Conditional Use Permit Application

(Please Type or Print)

File Number: CN-2016-05

1. Address of subject property: 1028 MARY ST.

2. Legal description: The LAST LAP

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

Property dimensions are: 150 feet by 150 feet = 22,500 square feet.

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

3. Tax Parcel Number(s): 1348 0666

4. Owner of record: BRAD SANDMIRE Phone: 608 322 5968

1220 TOWNLINE AVE BELOIT WI 53511
(Address) (City) (State) (Zip)

5. Applicant's Name: BRADLEY J SANDMIRE

1220 TOWNLINE AVE BELOIT WI 53511
(Address) (City) (State) (Zip)

(Office Phone #) 1 608 322 5968 (Cell Phone #) 1teamSandmire@gmail.com (E-mail Address)

6. All existing use(s) on this property are: BAR

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

A Conditional Use Permit for: OUTDOOR BEER GARDEN / SMOKING AREA

_____ in a(n) _____ Zoning District.

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

Principal use: BAR

Secondary use: _____

Accessory use: _____

9. Project timetable: Start date: 9-1-16 Completion date: 10-1-16

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

- Owner
- Leasehold, length of lease: _____
- Contractual, nature of contract: _____
- Other, explain: _____

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

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

Bradley J Sandmire / BRADLEY J SANDMIRE / 7-22-16
(Signature of Owner) (Print name) (Date)

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

In order for your request to be heard and considered in a timely manner, you must submit the completed application, and all accompanying documents, to the Planning and Building Services Division for acceptance by the filing deadline date prior to a scheduled Plan Commission meeting.

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

To be completed by Planning Staff		
Filing fee: \$275.00	Amount paid: <u>\$275.00</u>	Meeting date: <u>Aug. 17, 2016</u>
No. of notices: _____ x mailing cost (\$0.50) = cost of mailing notices: \$ _____		
Application accepted by: <u><i>Don Pennington</i></u>		Date: <u>7/22/16</u>



NOTICE TO THE PUBLIC

August 3, 2016

To Whom It May Concern:

Bradley Sandmire has filed an application for a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession, & consumption of alcoholic beverages in a C-2, Neighborhood Commercial District, for the property located at:

1028 Mary Street.

The applicant owns The Last Lap tavern, and has proposed a fenced outdoor seating area to the northwest of the tavern building.

The following public hearings will be held regarding this proposed Conditional Use Permit:

City Plan Commission: Wednesday, August 17, 2016, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

City Council: Tuesday, September 6, 2016, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

THE PUBLIC IS INVITED TO ATTEND THESE HEARINGS.

We are interested in your opinion.

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

For additional information, please contact Drew Pennington, AICP in the Planning & Building Services Division at (608) 364-6711 or penningtond@beloitwi.gov. Comments will be accepted via telephone, email, and U.S. Mail.

Donald & Mabel Poppie Rev. Trust
514 S. Doe Drive
Beloit, WI 53511

Steven Dibble
2543 Bootmaker Drive
Beloit, WI 53511

Eduardo & Maria Casique
1014 Townline Avenue
Beloit, WI 53511

Greg Person
1101 S. County Road K
Beloit, WI 53511

Danielle Harnack
1920 Liberty Avenue
Beloit, WI 53511

Dennis Hirschfield
1009 Mary Street
Beloit, WI 53511

Janice Snippen
917 West Street
Beloit, WI 53511

Charles & Nancy Hoover
1031 Mary Street
Beloit, WI 53511

Arthur Groom
878 Azalea Terrace
Beloit, WI 53511

Cathy Pollard (Via Email)
Director, Beloit Housing Authority



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, August 15, 2016

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

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
5. CITIZEN PARTICIPATION
6. CONSENT AGENDA

Councilors Preuschl and Leavy made a motion to adopt the consent Agenda as presented. Motion carried.

- a. The Minutes of the Regular meeting of August 1, 2016 were approved.
 - b. An application for a Conditional Use Permit to allow an indoor entertainment venue with beer sales & consumption in an M-2, General Manufacturing District, for a proposed golf simulation lab within the Ironworks complex located at 625-701 Third Street was referred to Plan Commission. File 8074
 - c. An application for a Conditional Use Permit to allow an outdoor seating area and outdoor sales, possession & consumption of alcoholic beverages in a C-2, Neighborhood Commercial District, for the property located at 1028 Mary Street was referred to Plan Commission. File 7374
 - d. An application for an amendment to a Planned Unit Development (PUD) for Hawk's Ridge to allow an additional 80 housing units, for property located at 1750 Gateway Boulevard was referred to Plan Commission. File 8089
 - e. A resolution of the City Council accepting Petition for attachment for property located at 2028 E. Ridge Road was accepted and referred to Plan Commission. File 8337
7. ORDINANCES - None
 8. APPOINTMENTS - None
 9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor De Forest attended National Night Out and thanked the Beloit Police and Fire Departments, the Rock County Sheriff's Department and all of the visiting police departments who came out for this event. She is speaking at the Trans Graduation, the construction training program through Community Action this week. She is looking forward to attending the "Community Conversation" on August 24th and thanked the group for setting that up. She's excited for the "bike across Wisconsin" event on August 27th at 5pm. Finally, the August 26th Music at Harry's place will include a "Welcome to our Town" reception to welcome Beloit College Students.
- Councilor Sloniker attended and was involved in the National Night Out and enjoyed the event. She also attended and volunteered at the Street Dance.
- Councilor Preuschl attended National Night Out and a few of the block parties. He was thankful of the outstanding job. He photographed the KUBB finals in Beloit on Friday evening. He has volunteered to work with people at Grinnell Hall to offer a program called "what the tech" that will assist people with their technology issues. He will be "walking with Walker" at Beckman Mill tomorrow.

- Councilor Leavy echoed the National Night Out praise already given. He would love to have something of this caliber on an annual level. His class reunion was at the Street Dance on Friday night and he was pleased to see the classmates who had moved away and said that they were amazed at the improvements they saw downtown.
- Councilor Hendrix welcomed many new freshman to Beloit College on August 15th and hopes they come to the park on Friday for the welcome reception. This Friday, there will be a ribbon cutting for the Emerson Apartments that have been converted back to dorms because of the need for housing. Friday is the first home football game for the Beloit Purple Knights and she will be on the sidelines coaching cheerleaders. The cheerleaders will be cheering on the cyclists coming through for the “bike across Wisconsin” event on August 26th.
- President Luebke is pleased to hear the involvement of the councilors and all the wonderful events that are taking place in Beloit and he applauded the servanthood of the councilors in the community.

10. CITY MANAGER’S PRESENTATION

- a. Chief of Police, David Zibolski, gave a briefing on “Conversations with the Community” event to be held Wednesday, August 24, 2016 at New Zion Baptist Church, 1905 Mound St. at 5:30pm. In furtherance of the City of Beloit community policing strategy and with the support and input from our newly formed Pastoral Advisory Team, a platform geared towards strengthening community relationships, building trust, and educating the community members on a variety of topics is taking place. Many of the topics will discuss police-community conflicts that, over time, have diminished the very important relationship between police and the community. The Group aims to reverse that trend and continue Beloit’s growth as a vibrant and sustainable community. This first “conversation” will address traffic stops and include perspectives from the community and police, legal parameters, suggested approaches, and general Q&A. The meeting will be videotaped and placed on the City website for the benefit of other community members.

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. City Attorney, Elizabeth Krueger, presented a resolution setting a Return Date and Authorizing the Issuance of a Summons for an Alcohol License Sanction Hearing for Casey’s Marketing Company, d/b/a Casey’s General Store #3316. The Alcohol Beverage License Control Committee at its June 14th, 2016 meeting recommended that the alcohol beverage license issued to Casey’s Marketing Company d/b/a Casey’s General Store #3316, be suspended for 10 consecutive days. City Ordinance 31.01 adopts Wisconsin State Statutes 125.12(1)-(3m) which, among other things, requires that the City Council shall issue a summons signed by the City Clerk upon the filing of a complaint seeking revocation or suspension of a license and present a complaint to the City Council. The City Council has a hearing date of Tuesday, August 23rd at 6pm in the Forum at City Hall. Councilors De Forest and Hendrix made a motion to adopt the resolution as presented. Motion carried. File 8721
- b. City Attorney, Elizabeth Krueger, presented a resolution setting a Return Date and Authorizing the Issuance of a Summons for an Alcohol License Sanction Hearing for Pitchers Mound LTD LLC, d/b/a Pitcher’s Mound. The Alcohol Beverage License Control Committee at its June 14th, 2016 meeting recommended that the alcohol beverage license that was approved, but not yet issued, to Pitcher’s Mound Ltd LLC, d/b/a Pitcher’s Mound, be revoked for abandonment and/or non-use. City Ordinance 31.01 adopts Wisconsin State Statutes 125.12(1)-(3m) which, among other things, requires that the City Council shall issue a summons signed by the City Clerk upon the filing of a complaint seeking revocation or suspension of a license and present a complaint to the City Council. The City Council has a hearing date of Tuesday, August 23rd at 6pm in the Forum at City Hall. Councilors Leavy and Preuschl made a motion to adopt the resolution as presented. Motion carried. File 8721

12. Councilors Hendrix and Preuschl made a motion to adjourn at 7:20 p.m. Motion Carried.

Lorena Rae Stottler, City Clerk



PROCEEDINGS OF THE BELOIT CITY COUNCIL

Special Meeting

100 State Street, Beloit WI 53511

City Hall Forum – 7:00 p.m.

Tuesday, August 23, 2016

Presiding: President David F. Luebke
Present: Regina Dunkin, Regina Hendrix, Kevin Leavy, Mark Preuschl, Marilyn Sloniker
Absent: Sheila De Forest
Advisory: Attorney Brooke Joos, appeared as independent counsel for the City Council

1. President Luebke called the meeting to order at 6:00 p.m.
2. City Attorney, Elizabeth Krueger, appearing on behalf of the City of Beloit, presented a recommendation from the Alcohol Beverage License Control Committee that the Alcohol Beverage License for Casey's Marketing Company, d/b/a Casey General Store #3316, 2350 Cranston Road, Emma Monheim, agent be suspended for 10 consecutive days.

Attorney David Moore, appearing on behalf of the respondent Casey's Marketing Company, admitted to the facts of the complaint. The parties were asked to argue their respective positions to the Council to determine the appropriate sanction.

Attorney Krueger recommended a 10-day suspension which was the recommendation of the ABLCC. She indicated that the 10-day suspension was consistent with the past practice of the city.

Attorney David Moore explained that he would not be arguing the facts of the complaint, but would rather explain the series of events that have led to these very frustrating and disappointing violations. Mr. Moore introduced with him the store agent, Emma Monheim and the store supervisor, Julie Colden. He explained that a change in personnel during this period complicated the situation. Casey's corporation is a Midwestern chain of stores with headquarters in Ankeny, Iowa, and they have made it clear that they take these violations very serious and in this case, have dismissed the employees who did not comply with the rules and policy within their organization. Mr. Moore handed out packets of material to the Councilors for reference and one of them included a 3-page letter that details the policy and procedures for the sale of alcohol within their company. He wanted to be clear that this letter which was given to Captain Dan Risse after the first violation was not a list of new compliance changes to be implemented as indicated in the minutes of the June committee meeting. Casey's has not implemented changes to their policy, however, they reiterated via this letter the training and expectations of all employees in the corporation. He reviewed that document with the Councilors. Mr. Moore also explained that Casey's has registers that allow for Driver's Licenses and ID's to be scanned for the DOB and when using an alternative ID, must enter a Date of Birth for age verification. In Casey's attempt to ensure that the policy is strictly enforced, they have a no-tolerance policy in that those who violate the expectations to scan anyone appearing under 40 and who sells alcohol to minors will be terminated. All employees were retrained after the first offense and asked to sign a form stating they understand the policy and consequences. The store supervisor is fairly certain that a false date was entered in this underage sale. She reiterated that all employees participate in the "bars program" that runs internal checks for the same purposes as well as being trained on how to refuse a sale if someone doesn't have an adequate ID. Clerks are also all required to take the safe server program as well. Councilors asked questions of Attorney Moore and the store supervisor.

3. Councilors Leavy and Dunkin made a motion to adjourn into closed session at 6:30pm pursuant to §19.85 (1)(a), Wis. Stats. for deliberations regarding the matter identified in #2 which was the subject of a quasi-judicial hearing. Motion carried 6-0. Councilors Dunkin and Sloniker made a motion to move out of closed session at 6:58pm. Motion carried. Councilors Leavy and Preuschl made a motion to move back into open session. Attorney Joos explained that the decision the council is making this evening is to be made based solely on the information presented by Attorney Krueger in the complaint and the

information provided by Attorney Moore. Council Leavy made a motion to suspend for 30 days because of the time frame that these violations occurred in and the fact that these matters are taken very seriously by the Council. Motion failed for lack of a second. Councilors Dunkin and Preuschl made a motion to suspend the license for the recommended 10 days to be effective immediately. Councilor Leavy explained that he will support the 10 day suspension but wants to be clear that he feels this is a severe violation and he hopes that they understand that as well. Motion Carried. File 8721

4. City Attorney, Elizabeth Krueger, appearing on behalf of the City of Beloit, presented a recommendation from the Alcohol Beverage License Control Committee that the Alcohol Beverage License for Pitcher's Mound LTD LLC, d/b/a Pitcher's Mound, 2745 Prairie Avenue, Robert L Lewis, Agent be revoked for abandonment and/or non-use. Attorney Krueger filed an Affidavit of Service with the Clerk indicating that Agent Robert Lewis was properly served with the Summons and Complaint. No one representing Pitcher's Mound appeared before the Council. Attorney Krueger requested that the Council consider the facts outlined in the complaint sufficient to revoke the license. Councilors Leavy and Sloniker made a motion to revoke the license as recommended. Motion carried. File 8721
5. Councilors Leavy and Dunkin made a motion to adjourn at 7:08 p.m. Motion carried.

Lorena Rae Stottler, City Clerk

www.beloitwi.gov

Date approved by City Council: September 6, 2016

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: American Transmission Company Transmission Line Easement at 3015 Cranston Road – Council Referral to the Plan Commission

Date: September 6, 2016

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

The American Transmission Company (ATC) has requested that a utility easement be established along the north side of the city-owned property located at 3015 Cranston Road and directly south of the Union Pacific Railroad right-of-way.

Key Issues:

- ATC has requested this easement to allow the construction of high-voltage transmission lines on the property.
- The proposed easement's total land area is approximately 33,692 sq. ft.
- If granted the easement, ATC plans to install two monopole transmission structures with a maximum height of 130 ft.
- The subject property includes a substantial floodplain area and has no street frontage.

Conformance to Strategic Plan:

- Consideration of this request supports Strategic Goal #5.

Sustainability:

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

Action required/Recommendation:

- Referral to the Plan Commission for the September 7, 2016 meeting.
- This item will most likely return to the City Council for possible action on September 19, 2016.

Fiscal Note/Budget Impact:

ATC will pay the City of Beloit a total of \$41,150.00 for the easement, appraisal wavers, and tree and brush clearing duties.

Attachments:

Location & Zoning Map and Easement with Exhibits.

Location & Zoning Map

3015 Cranston Road

RPB-2016-07



ATC Easement

M-2

M-1

CRANSTON RD

I-90 EB

I-90 WB

Planning and Building Services Division

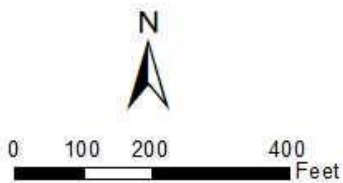
Map prepared by: Alex Morganroth

Date: August 2016

For: City of Beloit

Planning & Building Services

Date of Aerial Photography: April 2011



Legend

-  3015 Cranston Rd
-  COB Parcels
-  Zoning District

Document Path: \\sahab\public\GIS\workspace\mxd\3015 Cranston Rd\3015 Cranston Rd.mxd

ELECTRIC TRANSMISSION LINE EASEMENT

Wis. Stat. Sec. 182.017(7)

Document Number

Wis. Stat. Sec. 196.491(3e)

The undersigned Grantor, **the City of Beloit, a Wisconsin municipal corporation (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Grantee, **American Transmission Company LLC, a Wisconsin limited liability company, and its manager ATC Management Inc., a Wisconsin Corporation (hereinafter jointly referred to as Grantee)**, its successors, assigns, licensees and manager, the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as Grantee may select, and wires, including associated appurtenances for the transmission of electric current, communication facilities and signals appurtenant thereto, upon, in, over and across property owned by the Grantor in the **City of Beloit, County of Rock, State of Wisconsin, described as follows:**

A parcel of land located in part of the Southeast 1/4 of the Northeast 1/4 of Section 29, Town 1 North, Range 13 East, described as follows: Beginning at a point in the West Right-of-Way line of Interstate Highway 90, said point being 826.97 feet North 88° 48' 04" West of the East Quarter corner of Section 29; aforesaid; thence continuing North 88° 48' 04" West along the East and West centerline of said Section 500.58 feet; thence North 0° 18' 26" West 345.34 feet to the South Right-of-Way line of the Chicago Milwaukee St. Paul and Pacific Railroad; thence North 55° 38' 51" East along said Right-of-Way 717.18 feet to the West Right-of-Way line of Interstate 90 aforesaid; thence South 1° 19' 04" West along said Right-of-Way line 93.15 feet to a point of curve; thence Southerly along a curve convexed Easterly 674.32 feet, having a radius of 3134.17 feet, the chord being South 7° 28' 53" West 673.02 feet to the point of beginning. Said land being in the City of Beloit, County of Rock, State of Wisconsin.

Recording Area

Name and Return Address
Land Service Company
Attn: Real Estate Dept.
222 N Midvale Blvd
Madison, WI 53705

Parcel Identification Number(s)
206-22921000

The legal description and location of the easement strip is as described and shown on the attached drawing, marked Exhibit "B", and made a part of this document.

The easement has the following specifications:

EASEMENT STRIP:

Length: Approximately 650 feet

Width: Approximately 80 feet

TRANSMISSION STRUCTURES:

Type: Monopole

Number: Two (2)

Maximum height above existing ground level: 130 feet

TRANSMISSION LINES:

Maximum nominal voltage: 138,000 kV

Number of circuits: Two (2)

Number of conductors: Six (6)

Number of static wires: Two (2)

Minimum height above existing landscape (ground level): 24 feet

The Grantee is also granted the associated necessary rights to:

1) Enter upon the easement strip for the purposes of exercising the rights conferred by this easement. 2) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol the above described facilities and other appurtenances that the Grantee deems necessary. 3) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said easement strip. 4) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the Grantor located outside of said Perpetual Easement Strip that in Grantee's judgment, may interfere with Grantee's full use of the Perpetual Easement Strip for the purposes stated herein or that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the Grantor adjacent to said Perpetual Easement Strip for such purpose.

The Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

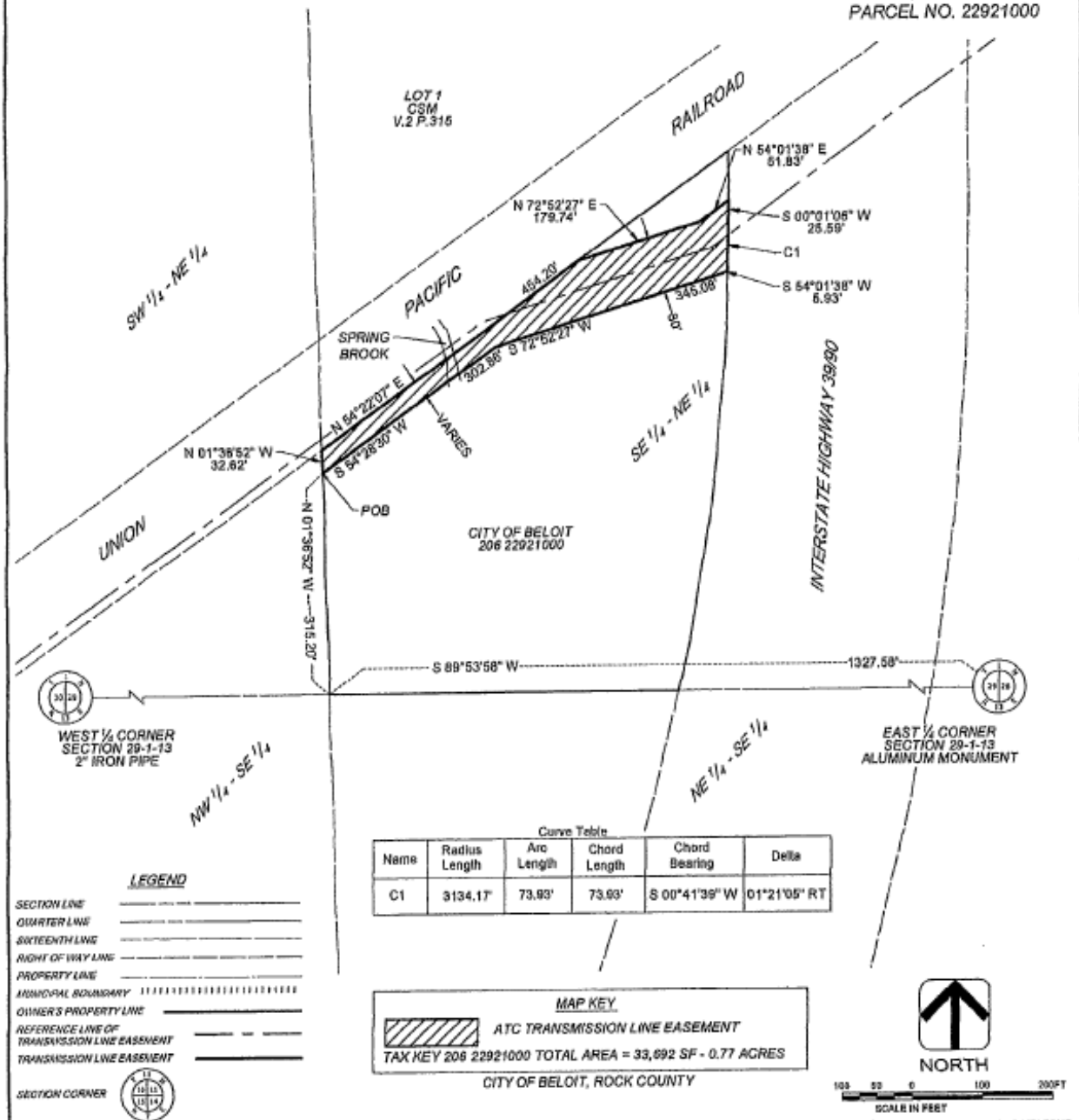
EXHIBIT "A"
[WI Sta. 182.017(7)]

1. In constructing and maintaining high-voltage transmission lines on the property covered by the easement, the utility shall:
 - a) If excavation is necessary, ensure that the topsoil is stripped, piled and replaced upon completion of the operation.
 - b) Restore to its original condition any slope, terrace, or waterway, which is disturbed by the construction or maintenance.
 - c) Insofar as is practicable and when the Grantor requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
 - d) Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
 - e) Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the Grantor's request.
 - f) Repair any drainage tile line within the easement damaged by such construction or maintenance.
 - g) Pay for any crop damage caused by such construction or maintenance.
 - h) Supply and install any necessary grounding of a Grantor's fences, machinery or buildings.
2. The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the Grantor. If weed and brush control is undertaken by the Grantor under an agreement with the utility, the Grantor shall receive from the utility a reasonable amount for such services.
3. The Grantor shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the Grantor fails to do so, the Grantor shall nevertheless retain title to all trees cut by the utility.
4. The Grantor shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.
5. The utility shall employ all reasonable measures to ensure that the Grantor's television and radio reception is not adversely affected by the high-voltage transmission lines.
6. The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the Grantor.

EASEMENT DESCRIPTION MAP (EXHIBIT "B")

GRANTEE: AMERICAN TRANSMISSION COMPANY
 W234 N2000 RIDGEVIEW PARKWAY COURT
 WAUKESHA, WI 53188-1022

GRANTOR: CITY OF BELOIT
 COR-BCH0120
 100 STATE ST
 BELOIT, WI 53511
 PARCEL NO. 22921000



AMERICAN TRANSMISSION COMPANY

THIS DOCUMENT IS FOR THE USE OF AMERICAN TRANSMISSION COMPANY. AMERICAN TRANSMISSION COMPANY DISCLAIMS ALL WARRANTIES BOTH EXPRESS AND IMPLIED, USE BY ANYONE OTHER THAN AMERICAN TRANSMISSION COMPANY IS AT THEIR OWN RISK.

AYRES ASSOCIATES
 5201 EAST TERRACE DRIVE
 SUITE 200
 MADISON, WI 53718
 (608) 443-1200

REVISIONS

NOTE: BEARINGS FOR THIS MAP ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) NAD83(2007). DISTANCES ARE GROUND.

09/21/2015

Drawn: CRB / Ayres Associates
 Date: 04/17/2015
 Scale: 1" = 200'
 SHEET NUMBER 1 OF 2

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: WG Condominiums, Walnut Grove Plat #2 (2260 and 2265 Walnut Street) – Council Referral to the Plan Commission

Date: September 6, 2016

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

RH Batterman, on behalf of Intrinsic I LLC, has submitted the attached Condominium Plat, which is official known as WG Condominiums, for the properties located at 2260 and 2265 Walnut Street.

Key Issues:

- The proposed Condo Plat, a part of the original Walnut Grove Plat #2, includes the construction of 6 duplex condo units on Lot 7 and 6 duplex condo units on Lot 8 for a total of 12 units.
- This project was originally approved and zoned as a Planned Unit Development (PUD) in 2004, and the PUD Resolution authorized up to 65 dwelling units.
- An amended PUD Master Land Use Plan was approved in 2005 that allowed the developer to have 20-foot front-yard setbacks for nine buildings instead of the 30-foot setback for all buildings approved in the original PUD buildings. The amended PUD also changed the total allowed dwelling units to 59 units instead of the originally approved 65 units.
- The developer has completed the construction of 24 units to date with two more units currently under construction. If approved, the new buildings proposed will bring the total number of units to 38.

Conformance to Comprehensive Plan and Strategic Plan:

The Comprehensive Plan Future Land Use Map recommends Single-Family Residential - Urban as the most appropriate use for the subject property. The developer's existing and proposed one or two unit condo buildings are in conformance with this land use recommendation.

Consideration of this request supports Strategic Goal #5.

Sustainability:

- **Reduce dependence upon fossil fuels** – N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
- **Meet the hierarchy of present and future human needs fairly and efficiently** – The demand for high quality housing is increasing in Beloit and the construction of new units in Walnut Grove will help meet that need.

Action required/Recommendation:

- Referral to the Plan Commission for the September 7, 2016 meeting.
- This item will most likely return to the City Council for possible action on September 19, 2016.

Fiscal Note/Budget Impact: N/A

Attachments: Location & Zoning Map, Proposed Plat, Application, and 2005 PUD Resolution.

WG CONDOMINIUMS
ANNEXED TO AND MADE A PART OF THE
"DECLARATION"
BY INTRINSIC I, LLC

LOTS 7 AND 8 OF WALNUT GROVE PLAT NO. 2, RECORDED IN VOLUME 32 OF PLATS ON PAGE 706 AS DOCUMENT NO. 1712296, BEING ALL A PART OF THE S.W. 1/4 OF THE N.E. PART OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 20, T. 1 N., R. 13 E., OF THE 4TH P.M., CITY OF BELOIT, ROCK COUNTY, WISCONSIN.

LEGEND

- 3/4" x 24" From Rebar Found
- 1 1/4" Round Iron Pin Found
- 3/8" x 24" From Rebar Found
- 1.5 LB/SFT



Scale: 1" = 60'

BEARINGS BASED ON THE WEST LINE OF LOT 8, RECORDED IN VOLUME 32 OF PLATS ON PAGE 706 AS DOCUMENT NO. 1712296, BEING ALL A PART OF THE S.W. 1/4 OF THE N.E. PART OF THE S.W. 1/4 OF SECTION 20, T. 1 N., R. 13 E., OF THE 4TH P.M., CITY OF BELOIT, ROCK COUNTY, WISCONSIN.

NOTES

EASEMENT NOTE AS SHOWN ON WALNUT GROVE PLAT NO. 2, A BARNET EASEMENT ACROSS LOTS 7, 8 AND 9 FOR THE INSTALLATION OF UTILITIES IS HEREBY GRANTED TO SRC, ALLIANT ENERGY COMPANY, CHARTER COMMUNICATIONS AND THE CITY OF BELOIT.

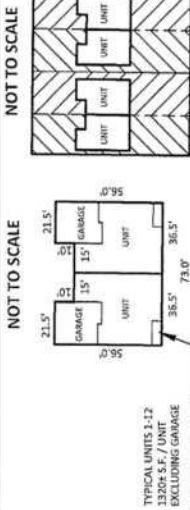
ALL BUILDINGS SHOWN HEREON ARE PROPOSED AS OF THE DATE OF THIS PLAT.

State of Wisconsin
County of Rock

I hereby certify that the plat shown hereon is a correct representation of the condominium (taken from plans furnished me) described and the identification and location of each unit and common elements can be determined from the plat.

Given under my hand and seal this 28th day of July, 2016 at Beloit, Wisconsin

Robert Leventberger PL 5-1244



TYPICAL UNITS 1-12
1320± SF./UNIT
EXCLUDING GARAGE
5'-x-23' COVERED PORCH
TYPICAL TO ALL UNITS

LIMITED COMMON ELEMENTS CONSIST OF
STAIRWAYS, ELEVATORS, COMMON
SIDEWALKS, DRIVEWAYS, FRONT, SIDE AND
REAR YARDS SERVING A UNIT, SHOWN AS
HATCHED



DECLARED AREA

PART OF LOT 7 OF WALNUT GROVE PLAT NO. 2, RECORDED IN VOLUME 32 OF PLATS ON PAGE 706 AS DOCUMENT NO. 1712296, BEING ALL A PART OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 20, T. 1 N., R. 13 E., OF THE 4TH P.M., CITY OF BELOIT, ROCK COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

Beginning at the Southeast corner of said Lot 7; thence North 89°26'55" East 105.43 feet to the Southwest corner of said Lot; thence North 0°38'51" East 244.49 feet along the West line of said Lot; thence North 0°33'43" East 28.00 feet along said West line; thence South 89°26'12" East 145.08 feet to the East line of said Lot; thence South 0°33'48" West 272.54 feet to the place of beginning. Containing 35,580 square feet more or less.

PART OF LOT 8 OF WALNUT GROVE PLAT NO. 2, RECORDED IN VOLUME 32 OF PLATS ON PAGE 706 AS DOCUMENT NO. 1712296, BEING ALL A PART OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 20, T. 1 N., R. 13 E., OF THE 4TH P.M., CITY OF BELOIT, ROCK COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

Beginning at the Southwest corner of said Lot 8; thence North 0°33'19" East 268.30 feet along the West line of said Lot; thence South 89°26'41" East 165.14 feet to the East line of said Lot; thence South 0°34'54" West 560.77 feet to the Southeast corner of said Lot; thence North 89°28'00" West 165.02 feet to the place of beginning. Containing 44,286 square feet more or less.

EXPANSION AREA

PART OF LOT 7 OF WALNUT GROVE PLAT NO. 2, RECORDED IN VOLUME 32 OF PLATS ON PAGE 706 AS DOCUMENT NO. 1712296, BEING ALL A PART OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 20, T. 1 N., R. 13 E., OF THE 4TH P.M., CITY OF BELOIT, ROCK COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

Beginning at the Northwest corner of said Lot 7; thence South 89°26'40" East 145.09 feet to the Northeast corner of said Lot; thence South 0°33'48" West 298.58 feet along the East line of said Lot; thence North 89°26'12" West 145.08 feet to the West line of said Lot; thence North 0°33'43" East 298.59 feet to the place of beginning. Containing 43,321 square feet more or less.

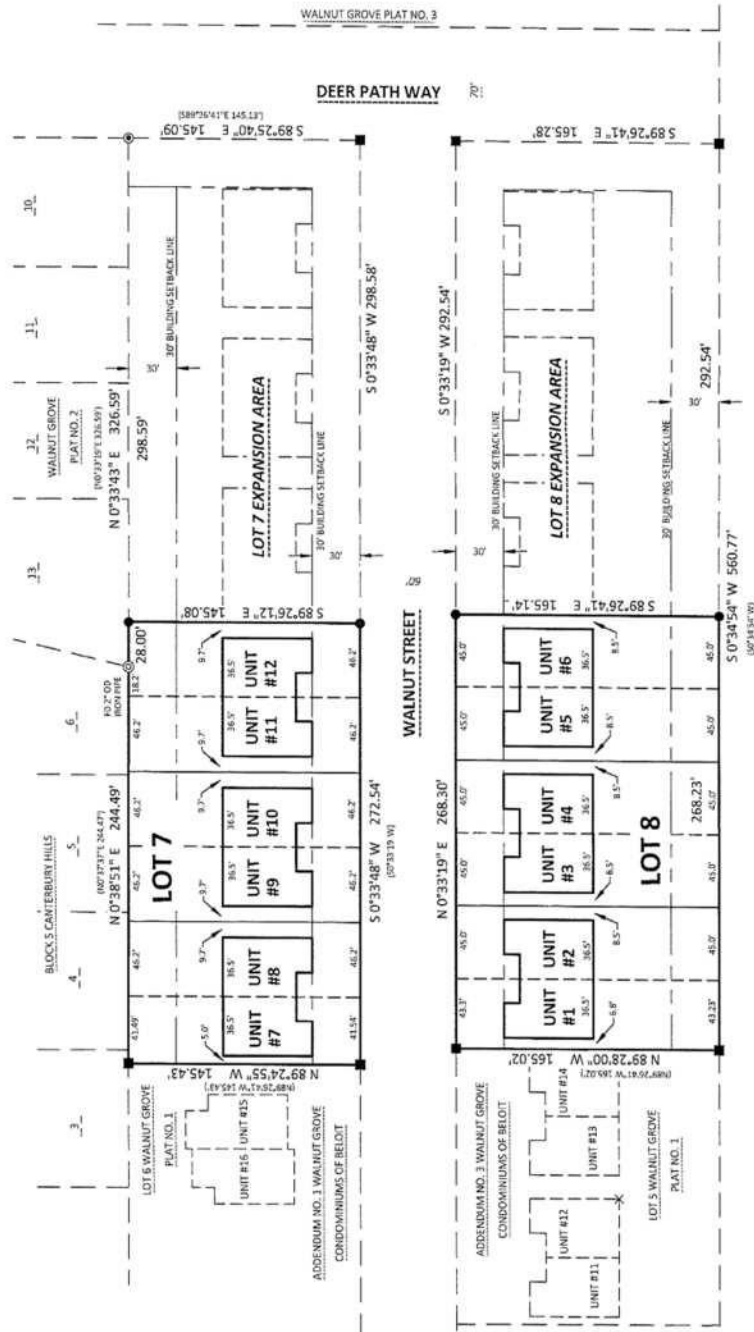
PART OF LOT 8 OF WALNUT GROVE PLAT NO. 2, RECORDED IN VOLUME 32 OF PLATS ON PAGE 706 AS DOCUMENT NO. 1712296, BEING ALL A PART OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 20, T. 1 N., R. 13 E., OF THE 4TH P.M., CITY OF BELOIT, ROCK COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

Beginning at the Northwest corner of said Lot; thence South 89°26'41" East 165.28 feet to the Northeast corner of said Lot; thence South 0°34'54" West 560.77 feet along the East line of said Lot; thence North 89°26'41" West 165.14 feet to the West line of said Lot; thence North 0°33'19" East 292.54 feet to the place of beginning. Containing 48,931 square feet more or less.

PREPARED BY
R.H. BATTERMAN & CO., INC.
LAND SURVEYORS - ENGINEERS - PLANNERS
2857 BARTHELMS DRIVE, BELOIT, WI 53511

ORDER NO. 32490
FOR: INTRINSIC I, LLC

DRAWN BY: RHL
SHEET NO. 1 OF 1



CITY of BELOIT

Neighborhood Planning Division

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

Application for a Final Subdivision or Condominium Plat

(Please Type or Print)

File Number: FS-2026-02

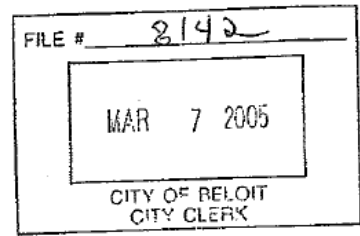
1. Proposed subdivision name: WG Condominiums
2. Address of property: 2265 Walnut Street
3. Tax Parcel Number(s): 2202 0775
4. Property is located in (circle one): City of Beloit or Town of: Turtle; Beloit; Rock or LaPrairie
In the NE Quarter of Section 20, Township 1 North, Range 13 East of the 4th P.M.
5. Owner of record: Intrinsic I LLC Phone: 815 988 7380
4447 E. Falcon Drive Byron IL 610109177
(Address) (City) (State) (Zip)
6. Applicant's Name: RH Batterman Co., Inc
2857 Bartells Dr. Beloit WI 53511
(Address) (City) (State) (Zip)
608.365.4464 / / rhb@rhbatterman.com
(Office Phone #) (Cell Phone #) (E-mail Address)
7. Present zoning classification is: PUD
8. Is the proposed use permitted in this zoning district: Yes
9. THE FOLLOWING ITEMS MAY NEED TO BE COMPLETED AND/OR ATTACHED:
 - Copy of Preliminary Plat to Utility Providers: A written statement confirming that the developer submitted copies of the approved preliminary plat to all utility providers as per section 12.03(2).
 - Covenants and Deed Restrictions: copies of any covenants or deed restrictions.
 - Development Agreement & Fee: a copy of a Final Draft or Approved Development Agreement;
 - Contract: A contract for construction of required utilities and public improvements or;
 - A Bond; guarantying the contract for construction or,
 - Letter from the City Engineer; stating that the developer has constructed the required improvements and the City has found they are acceptable to the City Engineer and;
 - Final Plat Map; 10 copies as required by section 12.04(1) including all information required by section 12.04(2) of the Subdivision Ordinance.

The applicant's signature below indicates the information contained in this application and on all accompanying documents is true and correct. The undersigned does hereby respectfully make application for and petition the City Plan Commission and City Council to review and approve the Preliminary Subdivision Plat for the purpose stated herein. The undersigned also agrees to abide by all applicable federal, state and local laws, rules, and regulations.

[Signature] / BATTERMAN CO. / 7-28-16
(Signature of applicant) (Print name of applicant) (Date)

This application must be submitted at least 30 days prior to the Plan Commission meeting date.

Review fee: <u>\$300 plus \$15 per lot; \$100 Development Agreement Fee</u>	Amount paid: <u>495.00</u>
Scheduled meeting date: <u>9/7/16</u>	
Application accepted by: <u>AEM</u>	Date: <u>8/31/6</u>



RESOLUTION
AUTHORIZING AN AMENDED PLANNED UNIT DEVELOPMENT (PUD)
MASTER LAND USEPLAN FOR PROPERTY LOCATED AT
2217 AND 2271 WINCHESTER DRIVE

WHEREAS, the application of Tim McParlan for approval of an Amended PUD Master Land Use Plan to allow 20-foot front-yard setbacks for nine buildings in a mixed residential development consisting of 59 dwelling units on property located at 2217 and 2271 Winchester Drive, having been considered by the City Council of the City of Beloit, Wisconsin at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication on file in the office of the City Clerk.

NOW THEREFORE IT IS HEREBY RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin does hereby approve the Amended PUD Master Land Use Plan to allow 20-foot front-yard setbacks for nine buildings in a mixed residential development consisting of 59 dwelling units on property located at 2217 and 2271 Winchester Drive in the City of Beloit, for the following described premises:

Part of the Northeast $\frac{1}{4}$ of Section 20, Township 1 North, Range 13 East of the 4th P.M., City of Beloit, Rock County, Wisconsin, DESCRIBED AS FOLLOWS: Lot 2 of Certified Survey Map, recorded as Document No. 980076, in Volume 11 on pages 355, 356 and 357; ALSO, Lot 2 of Certified Survey Map, recorded as Document No. 999142, in Volume 12 on pages 5, 6 and 7 of Certified Survey Maps for Rock County, Wisconsin.

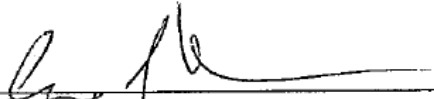
As a condition of granting the Amended Planned Unit Development (PUD) Master Land Use Plan, the City Council does hereby stipulate the following conditions and restrictions upon the development which are hereby deemed necessary for the public interest:

1. No more than 59 dwelling units shall be permitted on this property. Development shall substantially conform to the final PUD Master Land Use Plan, which meets all of the following required conditions.
2. This development shall be constructed according to an approved detailed PUD Final Plan submitted to and approved by the City Zoning Officer prior to the start of construction of any public improvements.
3. Walnut Street shall be 30 feet wide (curb-face to curb-face) with on-street parking provided on one side of the street. Off-street parking spaces shall not be constructed in the front yards of any of the lots included in this PUD Master Land Use Plan.
4. Monies in lieu of parkland dedication shall be paid for each net new dwelling unit based on the fee in effect at the time of approval of the final plat for each phase of development.

5. All public improvements to be located in the public rights-of-way, including any landscape islands, shall be constructed according to detailed construction drawings approved by the City Engineer prior to construction.
6. The number of access drives on the public streets shall be the minimum number possible and shall be located as determined by the City Engineer.
7. The Plan Commission and City Council shall approve any major changes in the adopted conditions or use of this property. The Community Development Director may approve minor changes administratively and allow accessory structures and uses that comply with and meet all of these standards.

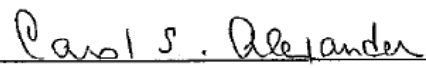
Adopted this 7th day of March, 2005.

BELOIT CITY COUNCIL



Terrence T. Monahan, President

ATTEST:



Carol S. Alexander, CMC
City Clerk

ORDINANCE NO. _____

**AN ORDINANCE ATTACHING THE PROPERTY LOCATED AT
2028 E RIDGE ROAD TO THE CITY OF БЕЛОIT**

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

Section 1. Territory Attached. In accordance with Section 66.0307 of Wisconsin Statutes, the Cooperative Boundary Agreement between the City of Beloit and the Town of Turtle, and the Petition for Attachment filed by Steve Manteufel with the City Clerk on the 21st day of June, 2016, signed by all of the owners of real property of the following described property in the Town of Turtle, Rock County, Wisconsin, the following territory is attached to the City of Beloit, Wisconsin:

Lot 116 of a re-subdivision of Outlot A and Lots 34 and 54 of Turtle Ridge, being also a part of the S.W. ¼ of Section 30, T. 1 N., R. 13 E., of the 4th P.M., Turtle Township, Rock County, Wisconsin. Further described as follows: Beginning at the most Northerly corner of Lot 116, aforesaid; thence South 37° 47' 00" East along the Northeasterly line of said Lot and its extension, 313.0 feet more or less to the Southeasterly right of way line of Milwaukee Road; thence South 52° 13' 00" West 94.29 feet along said right of way line; thence North 37° 47' 00" West 379.0 feet more or less along the Southwesterly line of said Lot 116 and its extension to the Northwesterly right of way line of East Ridge Road; thence North 52° 13' 00" East 94.29 feet along said Northwesterly right of way line; thence South 37° 47' 00" East 66.00 feet to the place of beginning. Containing 35,736 square feet more or less (a/k/a 2028 East Ridge Road).

Section 2. Effect of Attachment. From and after the date of this Ordinance the territory described in Section 1 shall be part of the City of Beloit for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all Ordinances, rules, and regulations governing the City of Beloit.

Section 3. Payment to Town of Turtle. Since the City of Beloit has entered into a Boundary Agreement with the Town of Turtle, the City of Beloit does not have to pay any additional monies to the Town of Turtle other than the monies already agreed to in the Boundary Agreement pursuant to Section 66.0217(14) of Wisconsin Statutes.

Section 4. Temporary Zoning Classification. A) The territory attached to the City of Beloit by this Ordinance is temporarily designated to be part of the following district of the City for zoning purposes and subject to all provisions of Chapter 19 of the Code of General Ordinances of the City of Beloit, entitled "The City of Beloit Zoning Ordinance" relating to such district classifications and to zoning in the City: R-1A, Single-Family Residential District.

B) The boundaries of these designated districts are established as shown on the map filed in the office of the City Clerk. C) The Plan Commission is directed to initiate an amendment to the Zoning Ordinance not later than 30 days from the effective date of this Ordinance setting forth a permanent classification and regulations for the zoning of the attached area and to submit its recommendations to the City Council.

Section 5. Ward Designation. The territory described in Section 1 of this Ordinance is hereby made a part of the Twenty-second (22nd) Ward of the City of Beloit, subject to the Ordinances, rules, and regulations of the City, governing ward districts.

Section 6. Severability. If any provision of this Ordinance is invalid or unconstitutional, or if the application of this to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance, which can be given effect without the invalid or unconstitutional provision or application.

Section 7. Effective Date. This Ordinance shall take effect and be in force upon its passage and publication.

Adopted this _____ day of _____, 2016.

BELOIT CITY COUNCIL

David F. Luebke, Council President

ATTEST:

Lorena Rae Stottler, City Clerk

Published this _____ day of _____, 2016.

Effective this _____ day of _____, 2016.

01-611100-5231-_____

CITY OF БЕЛОIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Attachment of 2028 East Ridge Road to the City of Beloit from the Town of Turtle

Date: September 6, 2016

Presenter: Julie Christensen

Department: Community Development

Overview/Background Information:

Steve Manteufel has submitted a petition for attachment to the City of Beloit for his property located at 2028 E. Ridge Road in the Turtle Ridge Island in the Town of Turtle, along with the attached Plat showing the territory to be attached. The applicant has requested a zoning district classification of R-1A, Single-Family Residential.

Key Issues:

- A failing septic system is the impetus for this attachment request. This property is located within the 208 Sewer Service Area and the City of Beloit extended sanitary sewer service to this area several years ago. The Boundary Agreement with the Town of Turtle governs this property, stating "if the sanitary septic system on a property in a Town island fails and the Rock County Health Department determines that the septic system cannot be repaired or replaced, the property owner may petition the City of Beloit to attach to the City for the purpose of obtaining City sewer service."
- The Wisconsin Department of Administration (DOA) does not need to review this attachment, as the DOA does not review attachments pursuant to a boundary agreement [Wis. Stat. § 66.0307(10)].
- As detailed in the attached letter, the Rock County Health Department has been notified of the failing septic system and supports connections to public sewer service systems when one is available.
- The attachment includes land in both the Milwaukee Road right-of-way and the Ridge Road right-of-way as requested by the City Engineer.
- The Plan Commission reviewed this item on August 17, 2016 and voted unanimously (6-0) to recommend approval of this request.

Consistency with Comprehensive Plan and Strategic Plan:

The City's Comprehensive Plan recommends Single-Family Residential – Urban uses for this property. This land use category is intended for existing and planned groupings of single-family detached residences that are served by public sanitary sewer and water systems. This proposed attachment is consistent with the Comprehensive Plan.

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

Sustainability:

- **Reduce dependence upon fossil fuels** – Attachment of the properties within the Town of Turtle Boundary Adjustment Area will reduce dependence upon fossil fuels by allowing for more efficient and consistent public services such as police and fire protection, refuse collection, and snow removal.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – A reduction in the number of septic systems located in densely populated areas will reduce groundwater contamination.
- **Meet the hierarchy of present and future human needs fairly and efficiently** – The provision of sanitary sewer service will satisfy the owner's need for a healthy, sanitary dwelling.

Action required/Recommendation:

- City Council consideration and 1st and 2nd readings of the proposed Ordinance.
- The property owner has requested that the City Council execute both the 1st and 2nd readings of the proposed Ordinance at the September 6, 2016 meeting in order to allow him to finalize the sale of his property on September 13, 2016.

Fiscal Note/Budget Impact: N/A

Attachments: Ordinance, Staff Report to the Plan Commission, Rock County Health Department Letter

CITY OF BELOIT

REPORT TO THE BELOIT CITY PLAN COMMISSION

Meeting Date: August 17, 2016

Agenda Item: 7

File Number: ANX-2009-01

Applicant: Steve Manteufel

Owner: Steve Manteufel

Location: 2028 E Ridge Road, Town of Turtle

Existing Zoning: R1, Urban Residential District (Town Zoning)

Existing Land Use: Single-Family Dwelling

Parcel Size: 35,736 Square Feet

Request Overview/Background Information:

Steve Manteufel has requested attachment to the City of Beloit for his property located at 2028 E. Ridge Road in the Turtle Ridge Island in the Town of Turtle, along with the attached Plat showing the territory to be attached. The applicant has requested a zoning district classification of R-1A, Single-Family Residential.

A failing septic system is the impetus for this attachment request. This property is located within the 208 Sewer Service Area and the City of Beloit extended sanitary sewer service to this area several years ago. This property is not located within the Boundary Adjustment Area designated in the Cooperative Boundary Plan between the City of Beloit and the Town of Turtle. However, the Boundary Agreement governs this property, stating "if the sanitary septic system on a property in a Town island fails and the Rock County Health Department determines that the septic system cannot be repaired or replaced, the property owner may petition the City of Beloit to attach to the City for the purpose of obtaining City sewer service."

Key Issues:

- The City Council is expected to adopt a Resolution accepting this Petition for Attachment on August 15, 2016.
 - The Wisconsin Department of Administration (DOA) does not need to review this attachment, as the DOA does not review attachments pursuant to a boundary agreement [Wis. Stat. § 66.0307(10)].
 - The Rock County Health Department has been notified of the failing septic system and supports connections to public sewer service systems when one is available.
 - The subject property is located in the 208 Water Quality Plan area and sanitary sewer is readily available from the City.
 - The attached Plat shows the location of the subject property between Milwaukee Road and East Ridge Road.
 - At the request of the City Engineer, ROW from both Milwaukee Road and East Ridge Road has been included on the Plat.
 - The attached Location & Zoning Map shows the location of this property and the zoning of the surrounding area. The adjacent zoning and land uses are as follows:
 - North: R1, Urban Residential District, Single-Family Dwelling (Town of Turtle)
 - South: R-3, Low-Density Multifamily District, Vacant/Condos
 - East: R1, Urban Residential District, Single-Family Dwelling (Town of Turtle)
 - West: R1, Urban Residential District, Single-Family Dwelling (Town of Turtle)
 - When property is attached to the City, a temporary zoning classification must be assigned until an Ordinance approving a Zoning Map Amendment is adopted by the City Council. Staff recommends that the temporary zoning classification for this property be R-1A, Single-Family Residential District, because of the size, location, and surrounding land uses of the property. A Zoning Map Amendment with a recommendation for a permanent zoning classification will be processed by staff in the near future.
-

Consistency with Comprehensive Plan and Strategic Plan:

The City's Comprehensive Plan recommends Single-Family Residential – Urban uses for this property. This land use category is intended for existing and planned groupings of single-family detached residences that are served by public sanitary sewer and water systems. This proposed attachment is consistent with the Comprehensive Plan.

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

Sustainability:

- **Reduce dependence upon fossil fuels** – Attachment of the properties within the Town of Turtle islands will reduce dependence upon fossil fuels by allowing for more efficient and consistent public services such as police and fire protection, refuse collection, and snow removal.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A

- **Reduce dependence on activities that harm life sustaining eco-systems** – A reduction in the number of septic systems located in densely populated areas, such as the Town of Turtle islands, will reduce groundwater contamination.
- **Meet the hierarchy of present and future human needs fairly and efficiently** – The provision of sanitary sewer service will satisfy the owner’s need for a healthy, sanitary dwelling.

Staff Recommendation:

The Planning & Building Services Division recommends approval of the Petition for Attachment to the City of Beloit for the property located at 2028 E. Ridge Road in the Town of Turtle and assignment of a temporary zoning district classification of R-1A, Single-Family Residential.

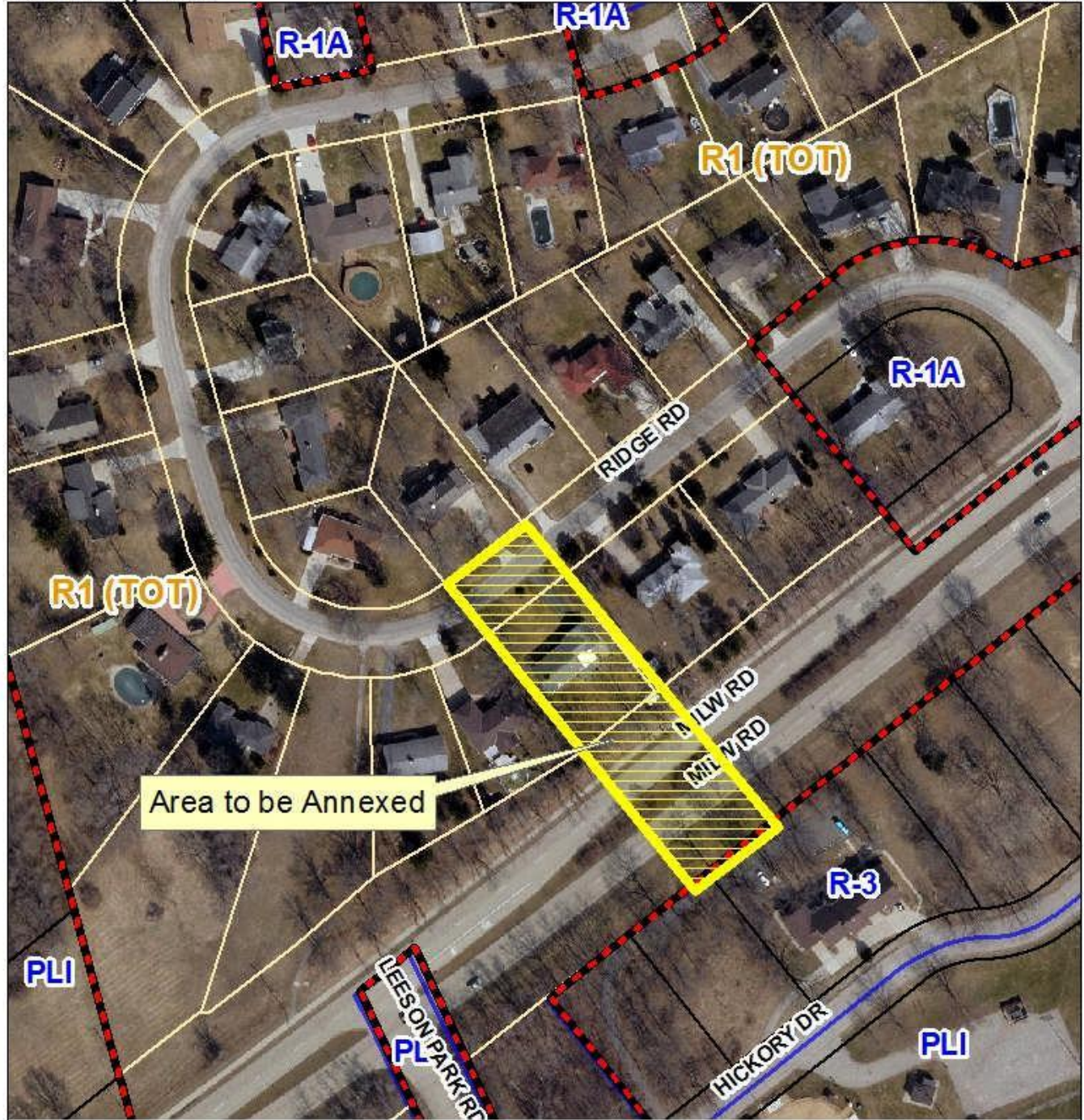
Fiscal Note/Budget Impact: N/A

Attachments: Location & Zoning Map, Petition for Attachment, and Plat.

Location & Zoning Map

2028 E Ridge Road

ANX-2016-01



Area to be Annexed

Legend

- City Limits
- COB Parcels
- Beloit & Turtle Parcels
- COB Zoning District

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

**PETITION FOR ATTACHMENT PURSUANT TO A COOPERATIVE
PLAN ADOPTED BY THE CITY OF БЕЛОIT AND THE TOWN OF
TURTLE UNDER SECTION 66.0307, WISCONSIN STATUTES**

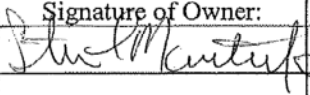
We the undersigned, constituting all of the owners of the real property located within the Boundary Adjustment Area in the Town of Turtle, Rock County, Wisconsin, lying contiguous to the City of Beloit, respectfully petition the City Council of the City of Beloit to attach the territory described below and shown on the attached scale map to the City of Beloit, Rock County, Wisconsin.

The Legal description of this property is:

The current population of such territory is 1 persons.

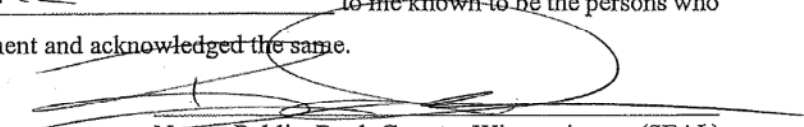
We the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexation, incorporation or consolidation proceedings, if any.

We further respectfully request that this property be zoned _____.

Signature of Owner:	Print Name:	Address:	Date:
	Steven L. Mantzefel	2028 E. Ridge	6-21-16

Personally came before me this 21st day of JUNE, 2016, the above named,
(day) (month) (year)
STEVEN L. MANTZEFEL to me known to be the persons who
executed the foregoing instrument and acknowledged the same.

**BRYAN GATLIN
NOTARY PUBLIC
STATE OF WISCONSIN**


Notary Public, Rock County, Wisconsin (SEAL)

My Commission is permanent or expires on: 04/03/2020

ROCK COUNTY, WISCONSIN

North Office

P.O. Box 1088
Janesville, WI 53547-1088
608-757-5440 Public Health Nursing
608-757-5441 Environmental Health
608-757-5442 Administration
608-758-8423 (fax)



www.co.rock.wi.us

Rock County Health Department

South Office

61 Eclipse Center
Beloit, WI 53511
608-364-2010
608-364-2011 (fax)

August 19, 2016

Steven Manteufel
2028 E Ridge Rd
Beloit, WI 53511

Re: Existing Private Onsite Wastewater Treatment System (POWTS) for:
2028 E Ridge Rd
Parcel # 6-16-1127
ID# 038-001818

Dear Mr. Manteufel:

Based on conversations we had with the City of Beloit Planning and Building Services, specifically Alex Morganroth and Drew Pennington, it appears that your POWTS is in a state of or near failure and you have petitioned to connect to the City of Beloit public sewage system.

Our records indicate that your property is in the future public sewerage service area of the City of Beloit. Section 6.123(3)(f) of the Rock County Public Health Ordinance states in part:

- (f) "A Sanitary Permit shall not be issued for a POWTS to serve a structure in an area served by a public sewerage system unless a letter is received from the controlling municipality indicating that public sewer is not available to the subject property."

If the City of Beloit determines that public sewer is available for your property, based on the criteria set forth in the respective 208 Water Quality Plan, we would deny a Sanitary Permit for a replacement POWTS and you would be required to connect to the City of Beloit Public Sewer.

If you have any questions feel free to contact us at (608) 757-5440.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Wesson".

Matthew Wesson, R.S.
Private Sewage Program

Cc: Michael Flesch – City of Beloit Engineer
Timothy Banwell – Rock County Environmental Health Director
Drew Pennington – City of Beloit Director of Planning and Building Services
Alex Morganroth – City of Beloit Planner

**RESOLUTION AUTHORIZING THE PURCHASE
OF 106 BLUFF STREET FROM JOHN WERGIN**

The City Council of the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached offer to purchase to John Wergin, dated August 5, 2016, to purchase the property at 106 Bluff Street be, and is hereby accepted and approved.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute the offer to purchase 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 terms and conditions of this resolution.

Adopted this 6th day of September, 2016.

City Council of the City of Beloit

David F. Luebke, President

Attest:

Lorena Rae Stottler, City Clerk

tdh\resolution\106 Bluff Street =res=20160814 (16-1087)

CITY OF BELOIT



REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Resolution Approving Offer to Purchase the Vacant Lot located at 106 Bluff Street from John Wergin

Date: September 6, 2016

Presenter: Julie Christensen

Department: Community Development

Overview/Background Information:

106 Bluff is a vacant lot located at the northwest corner of Bluff Street and Shirland Avenue (see Location Map). It was originally owned by the City. It was declared as surplus in 2003 and made available for sale. The lot was sold to John Wergin in December, 2014. His intention was to build a house on the property.

Key Issues (maximum of 5):

- In December 2014, the City sold the lot located at 106 Bluff Street to John Wergin subject to the following conditions:
 - The Buyer (John Wergin) must construct a single-family residential building in keeping with the character of the neighborhood and in compliance with all municipal ordinances, including but not limited to, all zoning and planning ordinances with an assessed value of not less than \$75,000.
 - Buyer must grant to Seller (City) a right of first refusal to purchase the property. Seller may execute its right of first refusal if (a) Buyer lists the property for sale without having first constructed a residential building on the property listed for sale; or (b) Buyer fails to build a residential building on the lot, as contemplated by this Counter-Offer, within 18 months of closing.
 - If Seller exercises its right of first refusal, the purchase price shall be \$500.
 - Earlier this year, John Wergin contacted the City about the lot located at 106 Bluff Street. He indicated that he is no longer interested in owning the property or constructing a house on this lot. The City Attorney prepared the attached Offer to Purchase which is contingent upon City Council approval and the Seller (John Wergin) paying all costs of providing evidence of title and all closing costs and fees. The purchase price is \$500.
 - 106 Bluff Street is an odd-shaped parcel, 34,194 square feet in size. The Community Development Department is interested in dividing off the portion of this lot located adjacent to the intersection and installing a "Bluff Street Historic District" sign. The remaining land would be available to sell to another buyer. The sign would be installed on the existing sign posts (see photo).
-

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 purchase would allow us to make the lot available to another buyer who may develop it and will allow us the ability to make visitors more aware of the Bluff Street Historic District.

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 resolution authorizing City Manager to execute the Offer to Purchase.

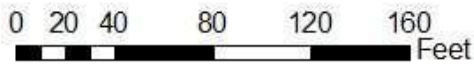
Fiscal Note/Budget Impact:

Funds are available in the CIP Acquisition Account to purchase this property.

Attachments:

Resolution, Location Map, Offer to Purchase, and Photo of Sign Posts

Location Map



Map prepared by: Julie Christensen
Date: August 26, 2016
For: City of Beloit Community Development
Date of Aerial Photography: 2011

COMMUNITY DEVELOPMENT DEPT

WB-13 VACANT LAND OFFER TO PURCHASE

ATTORNEY
1 LICENSEE DRAFTING THIS OFFER ON August 5, 2016 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~
3 **GENERAL PROVISIONS** The Buyer, _____ City of Beloit
4 _____, offers to purchase the Property
5 known as [Street Address] 106 Bluff Street
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: _____ Five hundred
9 _____ Dollars (\$ _____ 500.00 _____).
10 ■ EARNEST MONEY of \$ _____ 0 _____ accompanies this Offer and earnest money of \$ _____
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
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: _____ R-1B
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 _____ September 8, 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): 156 St Lawrence Ave, Beloit, WI, 53501
41 Buyer's recipient for delivery (optional): _____ Elizabeth A. Krueger, City Attorney _____
42 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) _____ Buyer: (608) 384-6718
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: _____ City Attorney's Office, 100 State Street, Beloit, WI 53511
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): _____ kruegere@beloitwi.gov _____
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 (see lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated _____, 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 _____ November 1, 2016
71 _____ 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 _____ 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.

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 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: _____

307 _____

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**
330 **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 _____ **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 15 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 15 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 5 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 _____
 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 _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

- 527 1. Seller shall pay all costs of providing evidence of title and all closing costs and fees.
- 528 2. This offer is contingent upon approval of its terms by the City Council of the City of Beloit, Wisconsin.
- 529 _____
- 530 _____
- 531 _____
- 532 _____
- 533 _____
- 534 _____

535 This Offer was drafted by [Licensee and Firm] Elizabeth A. Krueger, City Attorney, 100 State Street, Beloit, WI 53511

536 _____ on August 5, 2016

537 (x) _____
 538 Buyer's Signature ▲ Print Name Here ► City of Beloit by Lori S. Curtis Luther, City Manager 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) John Wergin John Wergin 8-8-16
 547 Seller's Signature ▲ Print Name Here ► John W. Wergin 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 ▲

**Photo of Existing Sign Posts
Intersection of Shirland Avenue and Bluff Street**



RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY
\$13,450,000 WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2016C

WHEREAS, the City of Beloit, Rock County, Wisconsin (the "City") deems it to be necessary, desirable and in the best interest of the City to refund the outstanding maturities of the City's Water System Revenue Refunding Bonds, Series 2007, dated January 24, 2007 (the "Refunded Obligations") for the purpose of achieving debt service cost savings; and

WHEREAS, the City Council of the City hereby finds and determines that water system revenue bonds in an amount of approximately \$13,450,000 should be issued for the purpose of refunding the Refunded Obligations pursuant to Section 66.0621, Wisconsin Statutes.

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

Section 1. Issuance of the Bonds. The City shall issue bonds designated "Water System Revenue Refunding Bonds, Series 2016C" (the "Bonds") in an amount of approximately \$13,450,000 for the purpose above specified.

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

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

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

Section 5. Award of the Bonds. Following receipt of bids for the Bonds, the City Council shall consider taking further action to provide the details of the Bonds and to award the Bonds to the lowest responsible bidder therefor.

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

Adopted and recorded September 6, 2016.

David F. Luebke
City Council President

ATTEST:

Lorena Rae Stottler
City Clerk

(SEAL)

**RESOLUTION DENYING PETITION TO REMOVE THE
PUBLIC SIDEWALK ADJACENT TO 1650 RITSHER STREET**

WHEREAS, Joseph and Jeanette Hansen own the rental property at 1650 Ritsher Street in the City of Beloit and have petitioned the Council to remove the public sidewalk adjacent to this address; and

WHEREAS, the City of Beloit Municipal Code requires the City Council to approve requests to remove sidewalk that was constructed in the public right of way as an easement for pedestrian travel; and

WHEREAS, city ordinance requires sidewalks in all new subdivisions to provide safe walking locations in the neighborhoods; and

WHEREAS, the Engineering Division encourages the closing of gaps in sidewalks to complete the connectivity of pedestrians within neighborhoods, not the removal of public sidewalks; and

WHEREAS, this property location is less than a block from Converse School and, for the health, safety and welfare of the students and other pedestrians, this sidewalk should not be removed.

WHEREAS, the Engineering Division has reviewed this request and recommends denial of the petition for the reasons stated herein.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beloit does hereby deny the petition of Joseph and Jeanette Hansen to remove the public sidewalk at 1650 Ritsher Street.

Dated at Beloit, Wisconsin this 6th day of September, 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: Petition filed by Joseph and Jeanette Hansen to remove public sidewalk at 1650 Ritscher Street

Date: September 6, 2016

Presenter: Greg Boysen, Public Works Director

Department: Public Works/Engineering

Overview/Background Information:

The owners of the property at 1650 Ritscher, Joseph and Jeanette Hansen, have petitioned the City Council to remove the public sidewalk in front of their rental property. The Hansen's are currently under an order to repair the sidewalk in that location due to hazardous conditions. The Engineering Division of the Department of Public Works has reviewed the Hansen's request. The Engineering Division is supportive of the City ordinances and policies that require sidewalks for the safety of pedestrian travel.

Property owners within 200 feet have been notified of the Hansen's petition and the September 6, 2016 council meeting where the item will be considered. The City did receive comment from the School District wherein Superintendent Dr. Tom Johnson indicated the District's opposition to the removal of the sidewalk. The letter from the School District is attached to this report.

In this instance, the sidewalk that is requested to be removed is less than a block from Converse Elementary School and removal of the sidewalk would not promote the health, safety and welfare of pedestrian travel, particularly small children. The Engineering Division encourages connectivity of sidewalks by bridging the gaps of properties without sidewalks rather than their removal. The Engineering Division's recommendation is to deny the petition requesting the removal of the sidewalk adjacent to 1650 be denied.

Key Issues:

1. The Beloit Municipal Code requires the City Council to consider requests for the removal of sidewalks constructed in the public right of way as an easement for pedestrian travel.
 2. Joseph and Jeanette Hansen have petitioned the City Council for the removal of sidewalk adjacent to their rental property located at 1650 Ritscher.
 3. Sidewalks are required in all new subdivisions to provide safe walking locations in the neighborhoods.
 4. Engineering encourages the closing of gaps in sidewalks to complete the connectivity of pedestrians within neighborhoods; not removing public sidewalks.
 5. This location is less than a block from Converse School and for the safety of the students this sidewalk should not be removed and the gap to the south (2003 Poff St) should have sidewalk installed to complete the connectivity to the school (See attached Existing Sidewalk Conditions Map)
-

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

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.** Walking more instead of driving would help reduce dependence on fossil fuels.
 - **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** Keeping the sidewalk in place allows for the safe movement of pedestrians in the 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:

Staff recommends **denying** the petition for removal of the public sidewalk at 1650 Ritscher Street.

Fiscal Note/Budget Impact:

Attachments:

Petition documents filed by Joseph and Jeannette Hansen, owner of the rental property at 1650 Ritscher
Sidewalk Location Map
Resolution

Subject: FW: Request to vacate sidewalk
Attachments: 1650 Ritsher.jpg; 1650 Ritsher front.jpg; 1650 Ritsher 2.jpg; 1650 No curb cut view.jpg; 1650 adjacent property.jpg; 1650 adjacent property no sidewalks.jpg

From: Jeanette Hansen [mailto:jhansen608@msn.com]
Sent: Thursday, August 11, 2016 2:24 PM
To: Stottler, Lorena
Subject: FW: Request to vacate sidewalk

Councilor Luebke asked me to forward this on to you.

Thanks!!

Jeanette Hansen

Sent from [Mail](#) for Windows 10

From: [Jeanette Hansen](#)
Sent: Wednesday, August 10, 2016 9:17 PM
To: slonikerm@beloitwi.gov
Subject: FW: Request to vacate sidewalk

From: jhansen608@msn.com
To: lubeked@beloitwi.gov; leavyk@beloitwi.gov; deforests@beloitwi.gov; dunkinr@beloitwi.gov; hendrixr@beloitwi.gov; preuschlm@beloitwi.gov; slinikerm@beloitwi.gov
Subject: Request to vacate sidewalk
Date: Wed, 10 Aug 2016 20:52:29 -0500

Dear City Council,

We are requesting your authorization to remove the sidewalk at 1650 Ritsher St. Beloit, WI

The large terrace trees have cracked and raised the sidewalk several inches. It is inevitable that this will happen again if we have the sidewalk repaired. It would be an expense to the city and not aesthetically appealing to have the large, mature terrace trees removed.

The sidewalk in front of the house ends at the adjacent property, not at the street. As seen in the attached Google Earth photos there are no sidewalks across the street, no curb cuts at any of the corners at the cross street, and no sidewalk on the school side of the next block, or on the properties located to the west of the cross street. It would be more cost effective and aesthetically pleasing to remove the sidewalk and not damage the trees by replacing the sidewalk to nowhere, that no one uses.

Our intended repair is to remove the damaged sidewalk and return the sidewalk area to sod, like the neighboring property.

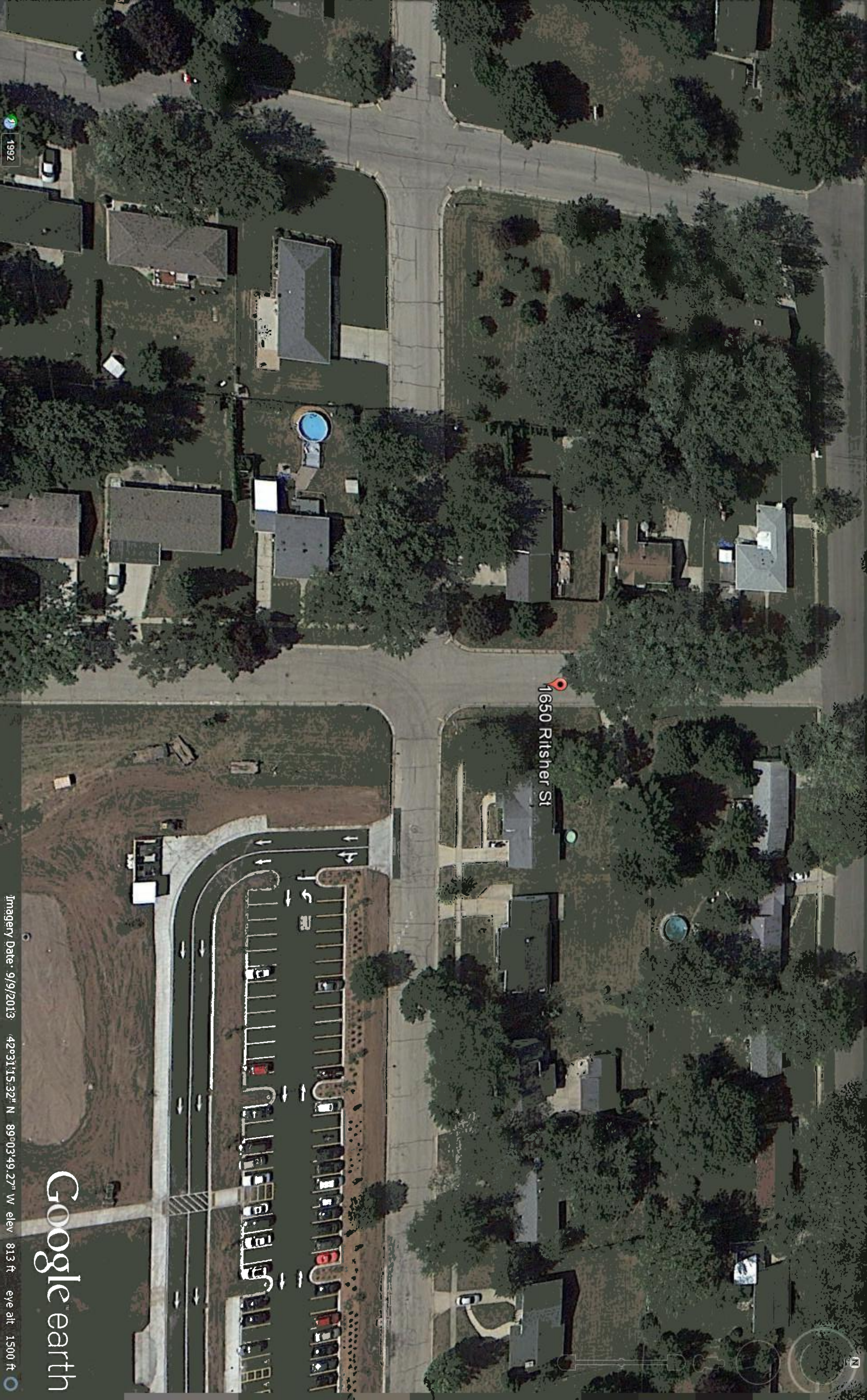
We contacted the city engineering department, and they referred us to you for a decision.

If you need any further information, or have any questions, please do not hesitate to contact us.

Thank you,

Joseph & Jeanette Hansen
2516 Clifcorn Drive
Beloit, WI 53511
608-365-8427





1650 Ritsher St

Google earth

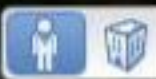
1992

Imagery Date: 9/9/2013 42°31'15.32" N 89°03'49.27" W elev 813 ft eye alt 1500 ft

You're now in the new Street View mode!

Use the joysticks or the keyboard to move around, or click an area to go there. Scroll-wheel moves to the next (or previous) image.

Ritsher St



Exit Street View



Google earth

© 2016 Google
© 2016 Google

42°31'16.62" N 89°03'49.77" W elev 815 ft eye alt 824 ft

[Report a problem](#)

1650 Ritsher St

© 2016 Google

Google earth

1992

Imagery Date: 9/9/2013 42°31'12.08" N 89°03'49.41" W elev 806 ft eye alt 2223 ft

© 2015 Google



You're now in the new Street View mode!



Use the joysticks or the keyboard to move around, or click an area to go there. Scroll-wheel moves to the next (or previous) image.

Ritsher St



Exit Street View



Google earth

© 2016 Google
© 2016 Google

42°31'16.37" N 89°03'49.57" W elev 815 ft eye alt 824 ft

[Report a problem](#)



School District of Beloit

thinking beyond now
we are tomorrow

August 30, 2016

Lori Luther
City Manager
City of Beloit
City Hall
100 State Street
Beloit, WI 53511

Dear City Manager Luther,

The School District of Beloit has been made aware of a citizen request to remove a portion of sidewalk near Converse Elementary School on Ritscher Street.

The administration at Converse Elementary School as well as the district office have reviewed the area in question. I am writing to express that the district does not support the removal of sidewalk in the area of the school.

Should you have any questions or concerns, please do not hesitate to contact my office.

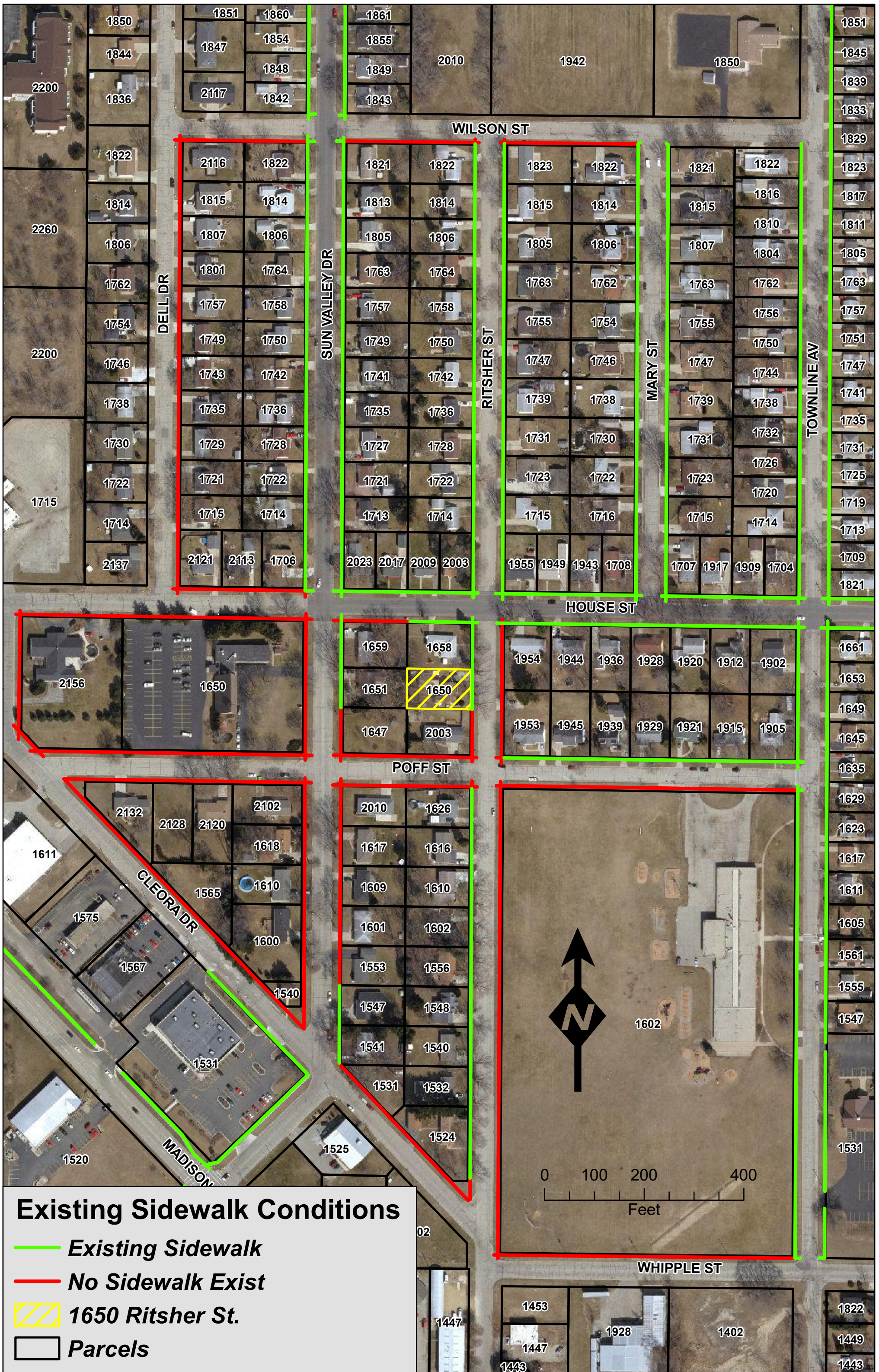
Sincerely,

Dr. Thomas M. Johnson
Superintendent of Schools

c. Stephanie Jacobs, Principal
Vicky Hamilton, Principal
Jamie Merath, Executive Director of Business Services
Sean Winters, Facilities Coordinator

think lead move
Office of the Superintendent

Dr. Thomas M. Johnson
Kolak Education Center
608-361-4016 fax 608-361-4135
www.sdb.k12.wi.us www.beloitschools.org
An Equal Opportunity Employer



**RESOLUTION APPROVING
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE SCHOOL DISTRICT OF BELOIT AND THE CITY OF BELOIT
FOR ADULT SCHOOL CROSSING GUARDS**

The City Council of the City of Beloit, Rock County, Wisconsin, does hereby find that the intergovernmental agreement is in the best interests of the City of Beloit and hereby approves the attached "*INTERGOVERNMENTAL AGREEMENT BETWEEN THE SCHOOL DISTRICT OF BELOIT AND THE CITY OF BELOIT FOR ADULT SCHOOL CROSSING GUARDS*" 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 6th day of September, 2016.

CITY COUNCIL OF THE CITY OF BELOIT

David F. Luebke, President

Attest:

Lorena Rae Stottler, City Clerk

CITY OF BELOIT



REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE SCHOOL DISTRICT OF BELOIT AND THE CITY OF BELOIT FOR ADULT SCHOOL CROSSING GUARDS

Date: September 6, 2016

Presenter: Chief David Zibolski/Elizabeth A. Krueger **Department:** Police Department/Attorney

Overview/Background Information:

The attached intergovernmental agreement is a continuation of the collaborative efforts between the City of Beloit and the School District of Beloit for the provision of adult crossing guards and keeping our children safe walking to or around schools. The prior IGA expired and is due for renewal. The IGA provides for a one-year agreement with two automatic annual renewal periods. The maximum financial contribution for the City is \$47,000 per year.

Key Issues:

1. The City of Beloit plays a role for providing for the safe movement of students near the schools.
 2. The School District of Beloit has agreed to manage the crossing guards.
 3. The City and the School District will work collaboratively to determine the most prudent and effective locations of the crossing guards.
 4. The IGA limits the direct financial impact to \$47,000/year.
-

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

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:

Staff of both the City and the School District have reviewed the IGA and are recommending approval.

Fiscal Note/Budget Impact:

\$47,000/year direct financial contribution

Attachments:

Agreement
Resolution

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE SCHOOL DISTRICT OF БЕЛОIT AND THE CITY OF БЕЛОIT
FOR ADULT SCHOOL CROSSING GUARDS**

This Agreement effective this 1st day of July 2016, by and between the City of Beloit, Wisconsin, a municipal corporation, 100 State Street, Beloit, Wisconsin (hereinafter referred to as "City"), and the School District of Beloit, 1633 Keeler Avenue, Beloit, Wisconsin (hereinafter referred to as "School District").

RECITALS

WHEREAS, the School District of Beloit currently appoints adult school crossing guards; and

WHEREAS, section 120.13(31), Wis. Stats., authorizes the School Board of the School District of Beloit to adopt a resolution, subject to approval of the Beloit City Council, to provide for the appointment of adult school crossing guards; and

WHEREAS, the School Board of the School District of Beloit has adopted a resolution providing for appointment of adult school crossing guards by the School District of Beloit and the Beloit City Council has approved that resolution; and

WHEREAS, the City of Beloit and the School District of Beloit agree that it is in the best financial interest of the citizens of Beloit that the School District appoint the adult school crossing guards for the protection of persons crossing streets and highways in the vicinity of the schools; and

WHEREAS, the parties have agreed that the School District will appoint adult school crossing guards on the following terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises contained herein, and other valuable consideration, the receipt and sufficiency of which they acknowledge, the Parties hereby enter into this Intergovernmental Agreement pursuant to section 66.0301, Wis. Stats as follows:

- 1. INITIAL TERM.** The initial term of this Agreement shall be for the 2016-2017 school year and shall commence as of July 1, 2016 and continue until June 30, 2017.
- 2. RENEWAL TERMS(S).** This Agreement shall be automatically renewed for two successive one-year terms from July 1, 2017 to June 30, 2018 and July 1, 2018 to June 30, 2019, unless either party shall give notice of its election not to renew this Agreement.
- 3. METHOD OF TERMINATION.** This Agreement may be terminated by mutual agreement of the parties or by either party upon sixty (60) days' prior notice to the other. Any termination notice or

intent not to renew this Agreement shall be made in writing and delivered via certified mail to the other party. The parties' respective addresses are as follows:

To the School District: Jamie Merath, Executive Director of Business Services
School District of Beloit
Kolak Education Center
1633 Keeler Avenue
Beloit, WI 53511

To the City of Beloit: David Zibolski, Chief of Police
City of Beloit
100 State Street
Beloit, WI 53511

4. APPOINTMENT AND EMPLOYMENT OF CROSSING GUARDS. The School District agrees, pursuant to § 120.13(31), Wis. Stats., to appoint and to employ sufficient adult crossing guards to serve the needs of persons crossing streets and highways in the vicinity of the schools in the School District. The School District shall be responsible for the employment and supervision of the adult school crossing guards.

5. TRAINING AND PLACEMENT OF CROSSING GUARDS. The School District agrees to provide training to all crossing guard persons so that they will have a thorough knowledge of their assignment and safety related job skills. The School District, in consultation with the City, through its Police Department, shall determine the placement and assign the crossing guard to their respective locations. The City, through its Police Department, agrees to provide such traffic statistics as the School District requests.

6. UNIFORMS AND EQUIPMENT. The City agrees to provide all school crossing guard personnel with necessary uniforms and equipment required for performance of their duties.

7. PAYMENT FROM THE CITY TO THE SCHOOL DISTRICT. The City agrees to reimburse the School District for a portion of the cost of providing adult school crossing services up to a maximum of \$47,000 per year. The City shall be required to reimburse the School District only for those services performed by the School District employees in their role as adult school crossing guards.

8. BILLINGS. The School District shall bill the City for the actual cost, up to the City's maximum share identified in Paragraph 7, of providing crossing guard services as follows:

	<u>Date of Bill</u>	<u>For Services/Costs Rendered From</u>
Initial Term	12/31/16	07/01/16 to 12/31/16
Initial Term	06/30/17	01/01/17 to 06/30/17
Renewal Term 1	12/31/17	07/01/17 to 12/31/17
Renewal Term 1	06/30/18	01/01/18 to 06/30/18
Renewal Term 2	12/31/18	07/01/18 to 12/31/18
Renewal Term 2	06/30/19	01/01/19 to 06/30/19

The bill shall be itemized showing the amount of wages and benefits paid to each crossing guard for services performed.

9. INDEMNIFICATION. Each party agrees to be responsible for their own negligent acts, errors or omissions in the performance of this Agreement, without waiving any governmental immunity available to the City and without waiving any defenses of the Parties and any of their respective successors and/or assigns under Wisconsin law. The provisions of this Paragraph are solely for the benefit of the Parties hereto and any of their respective successors and/or assigns and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

10. APPLICABLE LAW AND JURISDICTION. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, and the Parties agree that the Rock County, Wisconsin shall have jurisdiction to handle any litigation between the Parties.

11. SEVERABILITY. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. AMENDMENTS. No amendment to this Agreement shall be binding upon any party hereto until such amendment is reduced to writing and executed by the Parties.

13. AUTHORITY. Each person signing this Agreement represents that he or she is authorized by his or her organization to execute this Agreement on behalf of that organization and hereby attaches such authorization to this Agreement as **Exhibit A** for the City and **Exhibit B** for the School District.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Parties regarding this project. All prior negotiations and discussions have been merged into this Agreement.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Original signatures sent by facsimile or by electronic mail shall be accepted as originals and shall be binding upon the Parties.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective as of the date first set forth above.

CITY OF БЕLOIT

SCHOOL DISTRICT OF БЕLOIT

By: _____
Lori S. Curtis Luther, City Manager

By: _____
Signature

ATTEST:

Print Name, Title

By: _____
Lorena Rae Stottler, City Clerk

APPROVED AS TO FORM:

By: _____
Elizabeth A. Krueger, City Attorney

I hereby certify that sufficient funds have been provided to pay the liability that the City may incur hereunder.

By: _____
Eric Miller, City Comptroller

EXHIBIT A

**Resolution Authorizing the City of Beloit City Manager to Execute this Agreement
on behalf of the City of Beloit**

EXHIBIT B

**Resolution or other Authorization Providing _____ to Execute this Agreement
on behalf of the School District of Beloit**

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE SCHOOL DISTRICT OF BELOIT AND THE CITY OF BELOIT
FOR THE TRUANCY INTERVENTION COORDINATOR/
JUVENILE FIRST TIME OFFENDER PROGRAM COORDINATOR**

The City Council of the City of Beloit, Rock County, Wisconsin, does hereby find that the intergovernmental agreement is in the best interests of the City of Beloit and hereby approves the attached "*INTERGOVERNMENTAL AGREEMENT BETWEEN THE SCHOOL DISTRICT OF BELOIT AND THE CITY OF BELOIT FOR THE TRUANCY INTERVENTION COORDINATOR/JUVENILE FIRST TIME OFFENDER PROGRAM COORDINATOR*" 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 6th day of September, 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 APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE SCHOOL DISTRICT OF БЕЛОIT AND THE CITY OF БЕЛОIT FOR THE TRUANCY INTERVENTION COORDINATOR/ JUVENILE FIRST TIME OFFENDER PROGRAM COORDINATOR

Date: September 6, 2016

Presenter: Elizabeth A. Krueger

Department: Attorney

Overview/Background Information:

The attached intergovernmental agreement is a continuation of the collaborative efforts between the City of Beloit and the School District of Beloit for the provision of an employee to work as a truancy intervention coordinator for the school district and as the Juvenile First-Time Offender Program Coordinator for the Municipal Court. The prior IGA expired and is due for renewal. The IGA provides for a one-year agreement with two automatic annual renewal periods. The maximum financial contribution is ¼ of the employee's \$52,619 annual salary.

Key Issues:

1. The City and the School District will continue to work collaboratively on offering a position that will assist in the District in addressing truancy issues and for coordinating the Municipal Court's Juvenile First-Time Offender Program.
 2. The IGA limits the direct financial impact to ¼ of the annualized salary of the position which is \$52,619/year.
-

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

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:

Staff of both the City and the School District have reviewed the IGA and are recommending approval.

Fiscal Note/Budget Impact:

The City is responsible for payment of ¼ of the \$52,619 annualized salary

Attachments:

Agreement
Resolution

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE SCHOOL DISTRICT OF БЕЛОIT AND THE CITY OF БЕЛОIT
FOR THE TRUANCY INTERVENTION COORDINATOR/
JUVENILE FIRST TIME OFFENDER PROGRAM COORDINATOR**

This Agreement effective this 1st day of July 2016, by and between the City of Beloit, Wisconsin, a municipal corporation, 100 State Street, Beloit, Wisconsin (hereinafter referred to as "City"), and the School District of Beloit, 1633 Keeler Avenue, Beloit, Wisconsin (hereinafter referred to as "School District").

RECITALS

WHEREAS, because society expects schools to meet the needs of youth that range far beyond their education, community resources must reach into schools to provide additional expertise in that mission; and

WHEREAS, through the position of a Truancy Intervention Coordinator/Juvenile First Time Offender Program Coordinator (hereinafter referred to as "TIC"), community resources can be coordinated and focused in an ideal setting for education; and

WHEREAS, the primary goal of the TIC is to markedly reduce truancy in the School District; and

WHEREAS, it is necessary and desirable to continue to refine the TIC duties in order to maintain the highest levels of student attendance within the School District.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises contained herein, and other valuable consideration, the receipt and sufficiency of which they acknowledge, the Parties hereby enter into this Intergovernmental Agreement pursuant to section 66.0301, Wis. Stats as follows:

1. **PURPOSE.** The purpose of this Agreement is to define the financial commitments of the City and the School District in the establishment of a TIC for the School District of Beloit and a Coordinator for the Municipal Court's Juvenile First Time Offender community service program.
2. **INITIAL TERM.** The initial term of this Agreement shall be for the 2016-2017 school year and shall commence as of July 1, 2016 and continue until June 30, 2017.
3. **RENEWAL TERMS(S).** This Agreement shall be automatically renewed for two successive one-year terms from July 1, 2017 to June 30, 2018 and July 1, 2018 to June 30, 2019, unless either party shall give notice of its election not to renew this Agreement.

4. **METHOD OF TERMINATION.** This Agreement may be terminated by mutual agreement of the parties or by either party upon sixty (60) days' prior notice to the other. Any termination notice or intent not to renew this Agreement shall be made in writing and delivered via certified mail to the other party. The parties' respective addresses are as follows:

To the School District: Jamie Merath, Executive Director of Business Services
School District of Beloit
Kolak Education Center
1633 Keeler Avenue
Beloit, WI 53511

To the City of Beloit: Deb Weber, Municipal Court Administrator
City of Beloit
100 State Street
Beloit, WI 53511

5. **EMPLOYMENT AND SUPERVISION.** The TIC will be employed by the School District in the personnel category of Instructional Support and will be under the supervision of the Executive Director Office of Pupil Services for the School District. Both parties agree that all matters relating to the employment of the TIC including working conditions, pay, benefits, employee evaluation, training, and discipline shall remain with the School District.
6. **SALARY AND COST SHARING.** Both the City and the School District mutually agree that the TIC shall be paid a salary of Fifty Thousand Dollars (\$52,619.00) per annum with no overtime pay (exempt from overtime). The annual period of employment shall be for 260 working days and the TIC shall also be entitled to two (2) weeks of vacation each year. The parties agree that the annual period of employment for the TIC shall include the summer months when school is not normally in session. Both parties further agree that the annual salary for the TIC (including benefits) shall be divided at 25% chargeable to the City and 75% chargeable to the School District.
7. **APPLICABLE LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, and the Parties agree that the Rock County, Wisconsin shall have jurisdiction to handle any litigation between the Parties.
8. **SEVERABILITY.** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
9. **AMENDMENTS.** No amendment to this Agreement shall be binding upon any party hereto until such amendment is reduced to writing and executed by the Parties.
10. **AUTHORITY.** Each person signing this Agreement represents that he or she is authorized by his or her organization to execute this Agreement on behalf of that

organization and hereby attaches such authorization to this Agreement as **Exhibit A** for the City and **Exhibit B** for the School District.

11. **INDEMNIFICATION.** Each party hereby agrees to defend and hold the other Parties, their officers, agents and employees harmless from any liability for any claims, including attorney's fees, arising out of its acts or omissions or the acts or omissions of its officers, agents and employees.
12. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the Parties regarding this project. All prior negotiations and discussions have been merged into this Agreement.
13. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Original signatures sent by facsimile or by electronic mail shall be accepted as originals and shall be binding upon the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective as of the date first set forth above.

CITY OF БЕЛОIT

SCHOOL DISTRICT OF БЕЛОIT

By: _____
Lori S. Curtis Luther, City Manager

By: _____
Signature

ATTEST:

Print Name, Title

By: _____
Lorena Rae Stottler, City Clerk

APPROVED AS TO FORM:

By: _____
Elizabeth A. Krueger, City Attorney

I hereby certify that sufficient funds have been provided to pay the liability that the City may incur hereunder.

By: _____
Eric Miller, City Comptroller

EXHIBIT A

**Resolution Authorizing the City of Beloit City Manager to Execute this Agreement
on behalf of the City of Beloit**

EXHIBIT B

**Resolution or other Authorization Providing _____ to Execute this Agreement
on behalf of the School District of Beloit**