



**AGENDA
BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, December 19, 2016**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
4. PUBLIC HEARINGS
 - a. Resolution authorizing a Conditional Use Permit to allow a 6-story hotel building, in a C-3, Community Commercial District for property located at 3022 Ford Street (Christensen) Plan Commission recommendation for approval 7-0
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 December 5, 2016 (Stottler)
 - b. Resolution cancelling the January 3, 2017 Regular Meeting of the City Council (Luther)
 - c. Resolution declaring Official Intent to Reimburse Expenditures from Proceeds of 2017 Borrowing (Miller)
 - d. Resolution authorizing Final Payment of Public Works Contract C16-12, Broad Street Bridge Deck Repairs (Boysen)
7. LICENSES
 - a. Resolution approving an Amendment to Licensed Premises for Class “B” Beer and “Class B” Liquor License for Wisco Kitchen, LLC, 302 State Street, Jacqueline Gennett, Agent (Stottler) ABLCC recommendation for approval 4-0
 - b. Resolution granting an Extension for the Issuance of a Class “B” Beer and “Class B” Liquor license for Zachariah Robert Davis, d/b/a/ The New Pop House, 863 Fifth Street (Stottler) ABLCC recommendation for 4-0
 - c. Resolution granting an Extension for the Issuance of a Class “B’ Beer and “Class B” Liquor License for Palermo Enterprise, LLC, located at 618 Fourth Street, Olsie Ekleberry (Stottler) ABLCC recommendation for 4-0
 8. ORDINANCES

9. APPOINTMENTS

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

- a. Appointment Review Committee
Incumbent Kurt Reynolds to a term ending December 31, 2019
- b. Business Improvement District (Downtown Beloit Association) Board
Incumbent Meghan Moss (Owner Occupant) to a three year term ending December 31, 2019
Incumbent Malinda Obershaw (Owner Occupant) to a three year term ending December 31, 2019
Teala Marie Lamoreux, Northwoods Premium, 314-B State Street (replacing Mary Widder as Resident at Large) for a term ending December 31, 2019
Jessica Hernandez, First National Bank and Trust Co., 345 E. Grand Ave., (replacing Elaine Ribarich as Owner Occupant) for a term ending December 31, 2019
- c. Community Development Authority
Merlin Kenitzer, 3488 Field Crest Ct. (replacing Manuel Casares) to a term ending December 31, 2017
Charlene DeBrock, 532 Lawton Ave., #2104 (replacing Tressie Webster) to a term ending December 31, 2020
- d. Equal Opportunities Commission
John S. Emery, 1626 Oakwood Ave. (replacing Mike Zoril) to a term ending June 30, 2017
- e. Municipal Golf Committee
Incumbent William Maze, Jr. to a term ending December 31, 2019

10. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

11. CITY MANAGER'S PRESENTATION

- a. Economic Development Update (Janke)

12. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Resolution approving a Subdivision Development Agreement between the City of Beloit and New Leaf Homes LLC (Christensen)
- b. Resolution approving certain changes to the Schedule of Fees and Charges, and Rates for 2017 for the City of Beloit, Wisconsin (Miller)
- c. Resolution declaring Doubtful Accounts, authorizing amounts to be written off Write-off, and receiving and filing the 2016 Report of the Comptroller (Miller)
- d. Resolution Waiving Right of First Refusal for 2924 Wyetta Drive (Krueger)
- e. Resolution approving an extended Contract for Statewide Structural Collapse Team Members between the City of Beloit and the State of Wisconsin (Murray)
- f. Resolution authorizing the Sale of an approximately 5.12 Acre portion of 1801 Gateway Boulevard to Gateway Brewing Company, LLC (Janke)

13. ADJOURNMENT

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

Dated: December 14, 2016

Lorena Rae Stottler
City of Beloit City Clerk

www.beloitwi.gov

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

RESOLUTION
AUTHORIZING A CONDITIONAL USE PERMIT TO ALLOW
A 6-STORY HOTEL BUILDING IN A C-3, COMMUNITY COMMERCIAL
DISTRICT, FOR THE PROPERTY LOCATED AT 3022 FORD STREET

WHEREAS, the application of Richard Steldt, on behalf of KDN Hospitality LLC, for a Conditional Use Permit to allow a 6-story hotel building in a C-3, Community Commercial District, for the property located at 3022 Ford 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 a 6-story hotel building in a C-3, Community Commercial District, for the property located at 3022 Ford Street in the City of Beloit, for the following described premises:

UNPL LAND COM ON N LINE SEC 29 792.36 FT WLY OF NE COR, TH SELY 294 FT, TH SLY 435.93 FT, TH WLY 628.95 FT, TH NLY 685.69 FT, TH NLY 128.21 FT, TH WLY 60 FT, TH NLY 186.10 FT, TH SELY 184.93 FT, TH SELY 379.87 FT, TH SE 89.72 FT TO POB. ALSO 60 FT R/W EASEMENT FOR INGRESS AND EGRESS IN SEC 20, ALSO EASEMENT FOR RR SPUR TRACK. ALL SITUATED IN THE CITY OF БЕЛОIT, ROCK COUNTY WISCONSIN. SAID PARCEL CONTAINS 11.1 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 approval authorizes the construction of a 127-unit hotel building with an overall height of up to 6 stories/73 feet above grade on the subject property.
2. Prior to issuance of a Building Permit for this hotel, all of the existing buildings on the subject property shall be demolished and the site cleared.
3. Prior to issuance of a Building Permit for this hotel, the applicant shall submit detailed site & architectural plans for Planning staff review and approval.
4. 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 19th day of December, 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 3022 Ford Street

Date: December 19, 2016

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

Richard Steldt, on behalf of KDN Hospitality LLC, has filed an application for a Conditional Use Permit to allow a 6-story hotel building in a C-3, Community Commercial District, for the property located at 3022 Ford Street.

Key Issues (maximum of 5):

- The applicant has proposed the redevelopment of the subject property, which is a former lumberyard at the SW corner of the I-43 & I-39/90 interchange. This height request is related to the proposed reconstruction of this interchange, which contemplates elevated on-ramps to southbound I-39/90 from Milwaukee Road and I-43 southbound that will be immediately adjacent to the subject property.
- As shown on the attached plan, the applicant has proposed the construction of a 127-unit hotel building with an overall height of 6 stories/73 feet above grade. While the hotel use is permitted by-right in the C-3 district, the maximum height in the C-3 district is 4 stories/55 feet unless exceeded through review and approval of a Conditional Use Permit.
- The application and preliminary plans are attached to this report. If this request is approved, the applicant will submit detailed site & architectural plans for staff review & approval.
- The attached **“Proposed Site Development Plan”** shows the location of the parcel involved in this application. The subject property is surrounded by interstate highway right-of-way to the north and east. The DOT has informed the property owner that they intend to acquire at least 1.6 acres for additional right-of-way related to the interchange reconstruction project. As part of this project, Ford Street may be reconstructed into a cul-de-sac.
- The applicant has proposed a private drive leading from Ford Street to the proposed hotel, and has expressed an interest in designing the private drive to accommodate future commercial redevelopment on the remaining portions of this parcel.
- The attached Public Notice was sent to 4 nearby property owners. Planning staff has not received any comments. At Plan Commission’s request, notices were also sent to the owners of 2784, 2786, 2790, & 2800 Milwaukee Rd.
- The Plan Commission reviewed this item on December 7, 2016 and voted unanimously (7-0) to recommend approval of the Conditional Use Permit, subject to the four 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 Goals #1 & #3.

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: December 7, 2016

Agenda Item: 3

File Number: CU-2016-08

Applicant: Richard Steldt

Owner: KDN Hospitality LLC

Location: 3022 Ford Street

Existing Zoning: C-3, Community Commercial District

Existing Land Use: Vacant Buildings

Parcel Size: 11.1 Acres

Request Overview/Background Information:

Richard Steldt, on behalf of KDN Hospitality LLC, has filed an application for a Conditional Use Permit to allow a 6-story hotel building in a C-3, Community Commercial District, for the property located at 3022 Ford Street.

Key Issues:

- The applicant has proposed the redevelopment of the subject property, which is a former lumberyard at the SW corner of the I-43 & I-39/90 interchange. This height request is related to the proposed reconstruction of this interchange, which contemplates elevated on-ramps to southbound I-39/90 from Milwaukee Road and I-43 southbound that will be immediately adjacent to the subject property.
- As shown on the attached plan, the applicant has proposed the construction of a 127-unit hotel building with an overall height of 6 stories/73 feet above grade. While the hotel use is permitted by-right in the C-3 district, the maximum height in the C-3 district is 4 stories/55 feet unless exceeded through review and approval of a Conditional Use Permit.
- The application and preliminary plans are attached to this report. If this request is approved, the applicant will submit detailed site & architectural plans for staff review & approval.
- The attached **“Proposed Site Development Plan”** shows the location of the parcel involved in this application. The subject property is surrounded by interstate highway right-of-way to the north and east. The DOT has informed the property owner that they intend to acquire at least 1.6 acres for additional right-of-way related to the interchange reconstruction project. As part of this project, Ford Street may be reconstructed into a cul-de-sac.
- The applicant has proposed a private drive leading from Ford Street to the proposed hotel, and has expressed an interest in designing the private drive to accommodate future commercial redevelopment on the remaining portions of this parcel.
- The attached Public Notice was sent to 4 nearby property owners. Planning staff has not received any comments.
- **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;*
 - With respect to additional height requests, relevant concerns include shadow impacts and view obstruction. The proposed hotel is located on a large parcel adjacent to I-39/90, and the proposed 6-story hotel will achieve the applicant’s visibility goals without negatively impacting adjacent property owners. The subject property is a very appropriate location for a taller structure.
 - 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 6-story hotel will not affect the use and enjoyment of nearby properties.
 - c. *Whether the conditional use will substantially diminish or impair property values within the neighborhood of the subject property;*
 - On the contrary, the redevelopment of this blighted site into a modern hotel facility is expected to have positive impacts upon nearby property values and will present a significantly enhanced first impression of Beloit to travelers along I-39/90.
 - 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 exterior materials include stone, EIFS, and aluminum-framed doors & windows that are similar to and compatible with existing commercial buildings in the vicinity.

- 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 hotel, although details regarding driveway length and utility alignment will be finalized during plan review.
- g. *Whether adequate measures will be taken to minimize traffic congestion; and*
 - The preliminary site plan shows 140 off-street parking stalls to serve 127 hotel rooms, which exceeds the typical off-street parking requirement of 1 stall per room.
 - The proposed hotel will increase traffic levels on Ford Street and Milwaukee Road. The existing streets and signalized intersection can accommodate this additional traffic, and both roadways will be improved further along with the interstate reconstruction project.
- h. *Whether the conditional use will comply with all applicable regulations of the Zoning Ordinance.*
 - The proposed hotel will comply with all applicable regulations of the Zoning Ordinance.

Consistency with Comprehensive Plan and Strategic Plan:

The City's Comprehensive Plan recommends *Community Commercial uses* for the subject property. This request and the underlying C-3 zoning classification are consistent with this recommendation. Consideration of this request supports City of Beloit Strategic Goals #1 & #3.

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

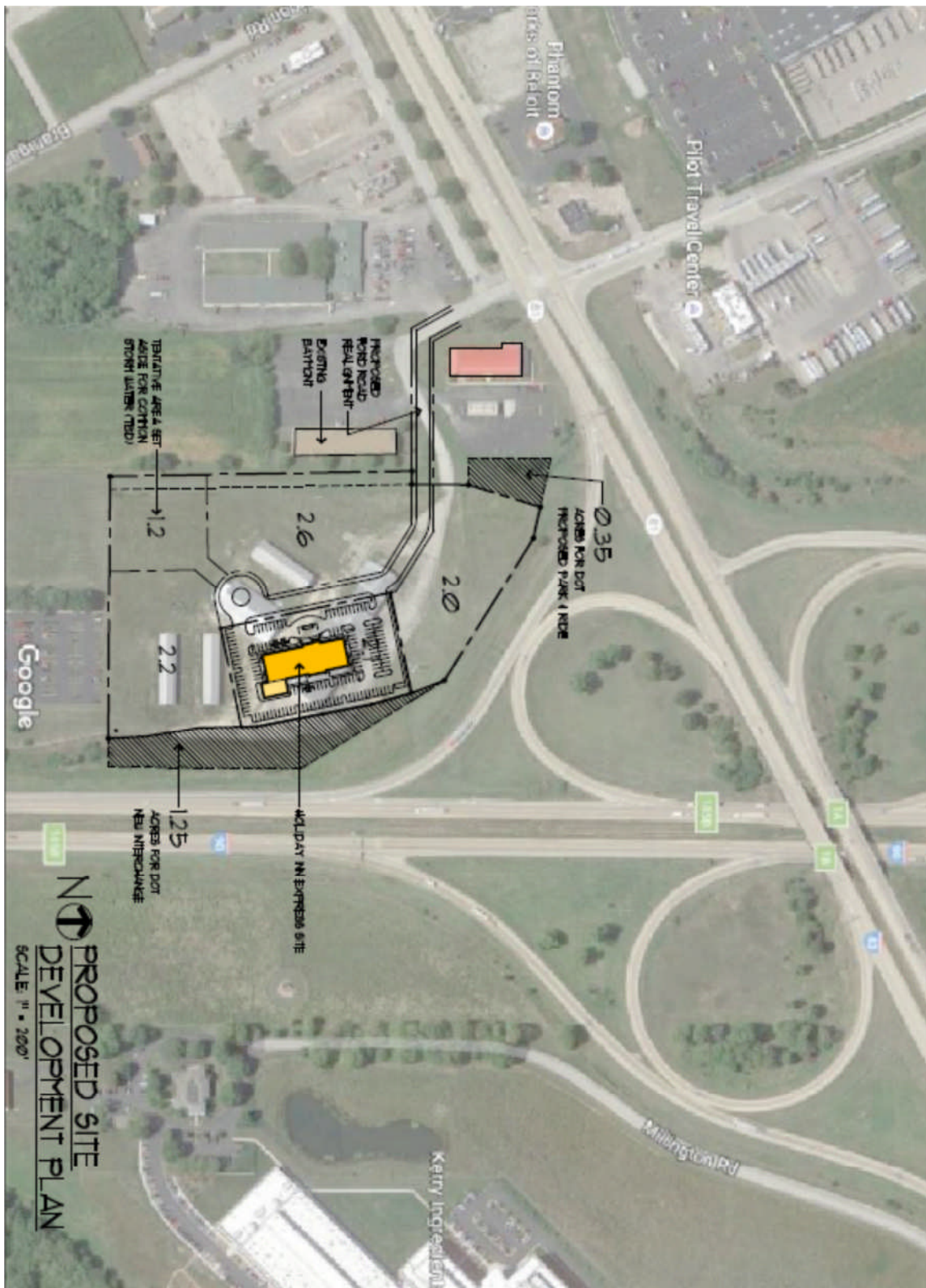
Staff Recommendation:


The Planning & Building Services Division recommends **approval** of a Conditional Use Permit to allow a 6-story hotel building in a C-3, Community Commercial District, for the property located at 3022 Ford Street, based on the above Findings of Fact and subject to the following conditions:


1. This approval authorizes the construction of a 127-unit hotel building with an overall height of **up to** 6 stories/73 feet above grade on the subject property.
2. Prior to issuance of a Building Permit for this hotel, all of the existing buildings on the subject property shall be demolished and the site cleared.
3. Prior to issuance of a Building Permit for this hotel, the applicant shall submit detailed site & architectural plans for Planning staff review and approval.
4. 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.

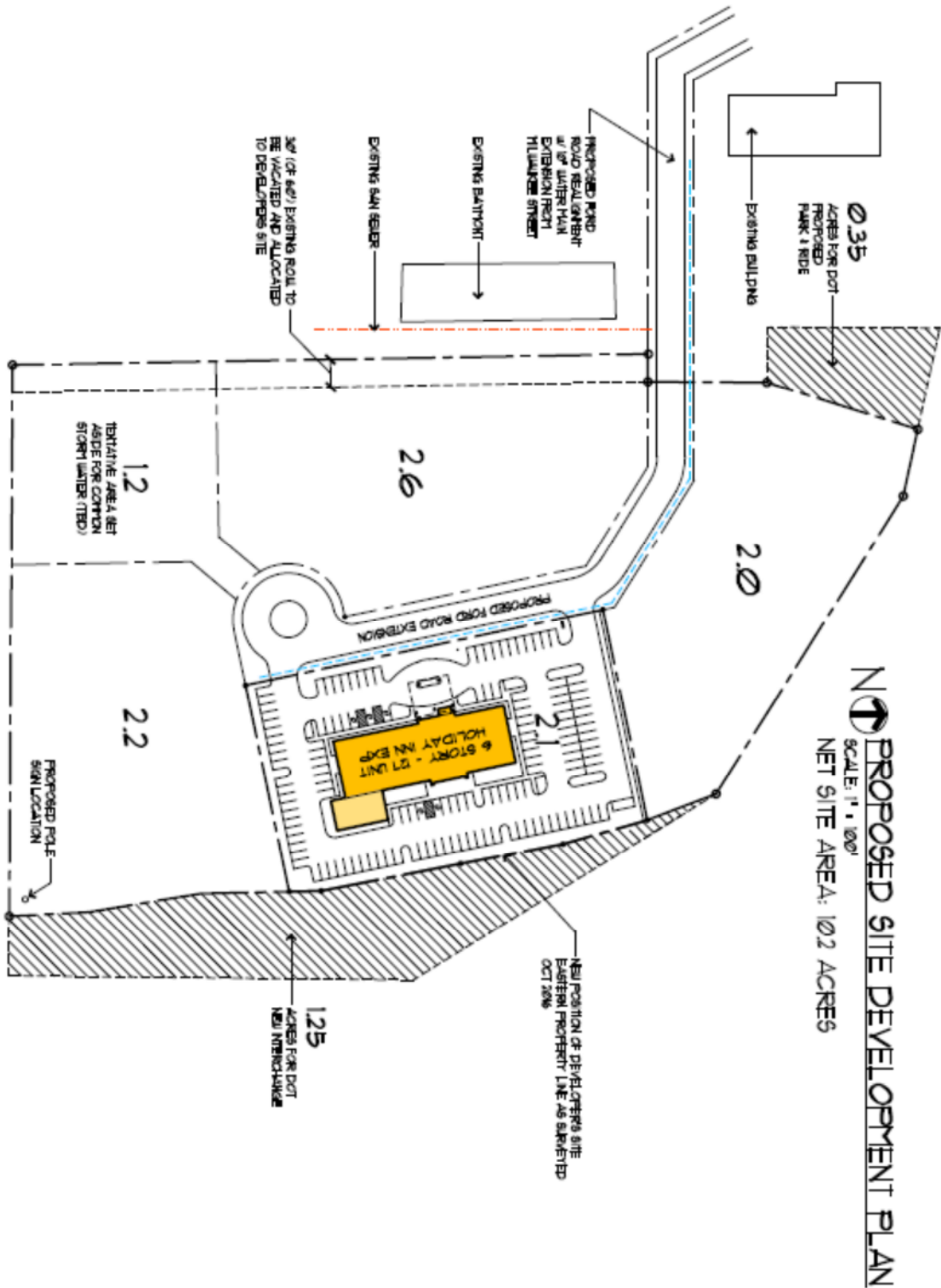
Fiscal Note/Budget Impact: N/A

Attachments: Preliminary Plans (3), Preliminary Rendering, Application, Public Notice, and Mailing List.




PROPOSED SITE DEVELOPMENT PLAN
 SCALE: 1" = 200'

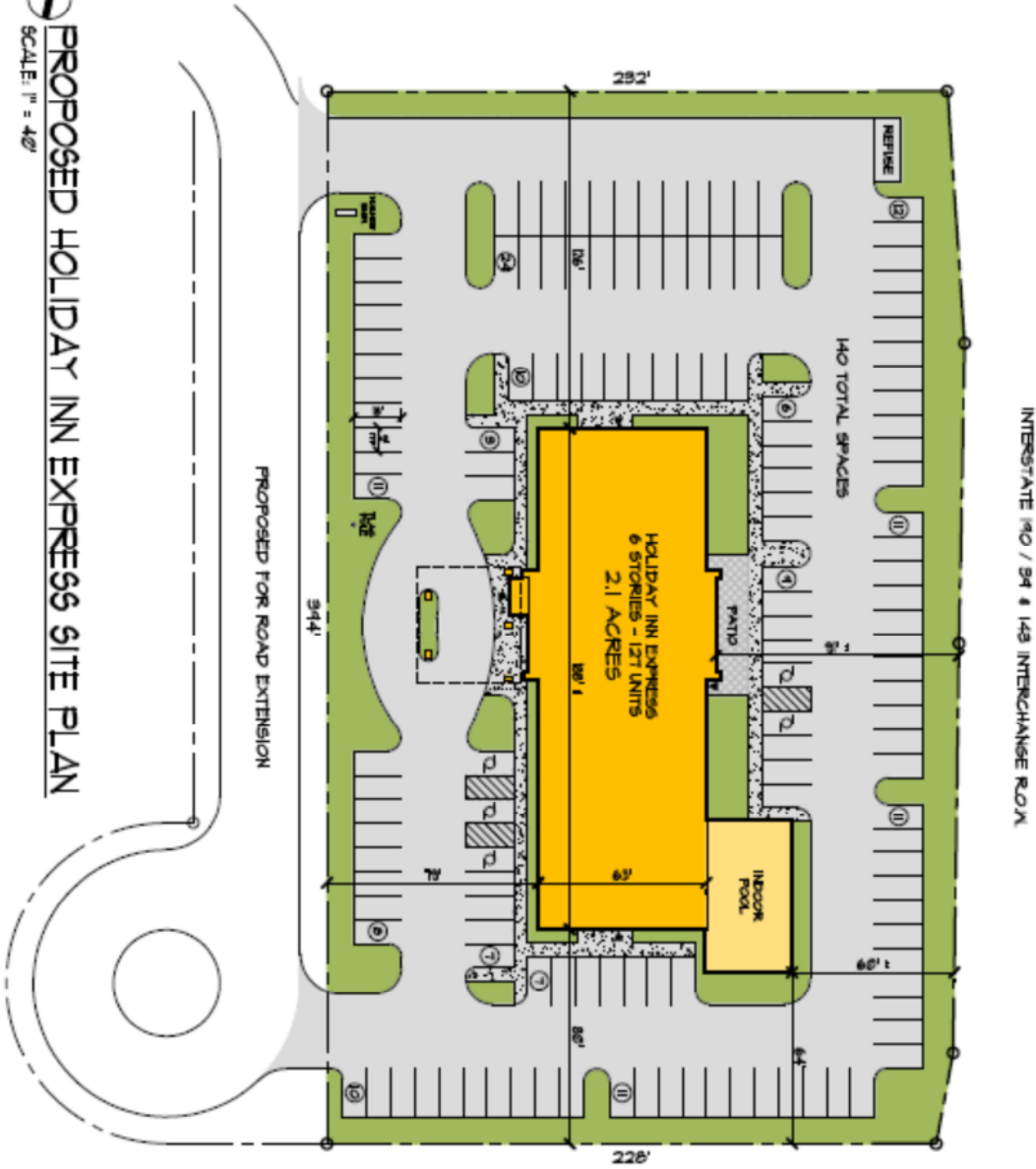
1 OF 4	PROPOSED HOLIDAY INN EXPRESS BELoit, WISCONSIN	This document and the information herein are the property of Richard F. Steldt & Associates, Ltd. and are to be used only for the project and site described herein. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Richard F. Steldt & Associates, Ltd.	DATE: 11-02-16	 RICHARD F. STELDT & ASSOCIATES, LTD. ARCHITECTS (608) 591-4500 5105 WILSON AVENUE, MENAINGO, ILLINOIS 61860
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PROPOSED SITE DEVELOPMENT PLAN
 SCALE: 1" = 100'
 NET SITE AREA: 102 ACRES

<p>PROPOSED HOLIDAY INN EXPRESS BELOIT, WISCONSIN</p>	<p><i>Professional seal and signature of architect required for all drawings. All drawings shall be prepared by a registered professional architect or engineer. The architect or engineer shall be responsible for the accuracy of the information and data furnished to him by the client. The architect or engineer shall not be responsible for the accuracy of the information and data furnished to him by the client if he has exercised due care and diligence in the preparation of the drawings. The architect or engineer shall not be responsible for the accuracy of the information and data furnished to him by the client if he has exercised due care and diligence in the preparation of the drawings.</i></p>	<p>DATE: 11-02-16</p> <div style="display: flex; align-items: center; justify-content: center;"> <div style="text-align: left;"> <p>RICHARD F. STELDT & ASSOCIATES, LTD. ARCHITECTS</p> <p style="font-size: 8px;">(608) 501-1400 100 WILSON AVENUE, MENOMONIE, WI 53051</p> </div> </div>
<p>2 OF 4</p>		

PROPOSED HOLIDAY INN EXPRESS SITE PLAN
 SCALE: 1" = 40'



<p>PROPOSED HOLIDAY INN EXPRESS BELOIT, WISCONSIN</p>	<p><i>Site plan and site plan prepared by Richard F. Steldt & Associates, Ltd. for the use of the Beloit City Council. All rights reserved. No part of this plan may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Richard F. Steldt & Associates, Ltd.</i></p>	<p>DATE: 11-02-16</p>	 <p>RICHARD F. STELDT & ASSOCIATES, LTD. ARCHITECTS (262) 531-1500 100 WILSON AVENUE AVE., MENAQUON PARK, WI 53051</p>
<p>3 OF 4</p>			



PROPOSED HOLIDAY INN EXPRESS
LOOKING SOUTH-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-2016-08

1. Address of subject property: 3022 FORD STREET

2. Legal description: SEE attached site plan

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

Property dimensions are: _____ feet by _____ feet = _____ square feet.

If more than two acres, give area in acres: 10 plus acres acres.

3. Tax Parcel Number(s): 229 100 15

4. Owner of record: KDN HOSPITALITY LLP Phone: 608 289 2598

616 MIDLAND RD JANESVILLE WI 53516
(Address) (City) (State) (Zip)

5. Applicant's Name: RICHARD F. STELDT - ARCHITECT

185 W1605B Appleton Ave. Medaconnoc Falls, WI 53051
(Address) (City) (State) (Zip)

262-502-4500 1262-388-1098 rfsteldt@sbcglobal.net
(Office Phone #) (Cell Phone #) (E-mail Address)

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

7. THE FOLLOWING ACTION IS REQUESTED:

A Conditional Use Permit for: 6 story Holiday Inn Express

_____ in a(n) _____ Zoning District.

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

Principal use: hotel

Secondary use: T.B.O.

Accessory use: T.B.O.

9. Project timetable: Start date: Spring 2017 Completion date: Spring 2018

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.

Daniel Weitzel / DANIEL J WEITZEL / 11-11-16
 (Signature of Owner) (Print name) (Date)

Richard F. Steilot / RICHARD F. STELOT / 10.25.16
 (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: \$275.00 Amount paid: \$275.00 Meeting date: Dec. 7, 2016

No. of notices: _____ x mailing cost (\$0.50) = cost of mailing notices: \$ _____

Application accepted by: Dan Livingston Date: 11/11/16



NOTICE TO THE PUBLIC

November 22, 2016

To Whom It May Concern:

Richard Steldt, on behalf of KDN Hospitality LLC, has filed an application for a Conditional Use Permit to allow a 6-story hotel building in a C-3, Community Commercial District, for the property located at:

3022 Ford Street.

The applicant has proposed the redevelopment of the subject property, which is a former lumberyard at the SW corner of the I-43 & I-39/90 interchange. The applicant has proposed the construction of a 127-unit hotel building with an overall height of 6 stories/73 feet above grade. While the hotel is permitted by-right in the C-3 district, the maximum height in the C-3 district is 4 stories/55 feet unless exceeded through review and approval of a Conditional Use Permit.

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

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

City Council: Monday, December 19, 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.

George A. Hormel & Co.
Hormel Foods Corp.
1 Hormel Place
Austin, MN 55912-3680

McBain Enterprises Inc.
2951 Kennedy Drive
Beloit, WI 53511

Sun Lodging Inc.
2900 Ford Street
Beloit, WI 53511

Cornellier Limited
2909 Ford Street
Beloit, WI 53511

ARC CAFEUSA001 LLC
Wendys 082591
3309 Collins Lane
Louisville, KY 40245

Beloit Express Inc.
DBA Super 8
2790 Milwaukee Road
Beloit, WI 53511

Shree Radha Mangal Corp.
Attn: Jason Upadhyay
2786 Milwaukee Road
Beloit, WI 53511

Lodging Investors of Beloit
Holdings LLC
215 MLK Blvd #1393
Madison, WI 53701



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, December 5, 2016

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

1. President Luebke called the meeting to order at 7:00 p.m. in the Forum at Beloit City Hall.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS - None
4. PUBLIC HEARINGS
 - a. Community Development Director, Julie Christensen, presented a resolution authorizing a Conditional Use Permit to allow Indoor Entertainment-Oriented Venue for the purpose of a banquet hall facility, in a C-2, Neighborhood Commercial District, for the property located at 1703 Park Avenue in the City of Beloit. Mario Mendoza has filed an application for a Conditional Use Permit to allow an indoor entertainment-oriented venue in a C-2, Neighborhood Commercial District, for a proposed banquet hall/event space within the building located at 1703 Park Avenue. The proposed use is classified as "Entertainment-Oriented Retail Sales/Service," which requires a Conditional Use Permit to operate in a C-2 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. The subject property is located at the NE corner of the intersection of Park Avenue and Summit Avenue. There are residential uses to the north, east, and south of the subject property. There is a bank to the west of the subject property, located on the opposite side of Park Avenue. The subject building is the former Gearhart's TV repair business, which includes vacant commercial space and two dwelling units. The building has 2,720 square feet of floor area. There are approximately 10 unstriped parking stalls on the subject property, which are accessible from Summit Avenue. Planning staff has been contacted by five neighboring property owners (including First Community Credit Union) who are opposed to the use due to concerns about traffic, parking, noise, and loitering. The City Engineer has reviewed this request and expressed concern regarding the lack of off-street parking, which would cause customers to park on-street in the adjacent residential neighborhood. The proposed indoor entertainment-oriented venue would likely draw large groups of people to special events at various times of the day. Given that the subject property is surrounded by residential uses on three sides, the noise, light, and overall increase in commercial activity within or immediately adjacent to a single-family neighborhood would be problematic, and may be detrimental to public comfort and welfare. The Plan Commission reviewed this item on November 22, 2016 and voted unanimously (6-0) to recommend denial of the Conditional Use Permit. President Luebke opened the public hearing. Mr. Mendoza spoke to the council asking for their consideration but explained that even if the council votes this request down, he will continue to explore options for proper use of the building. President Luebke closed the public hearing. Councilor De Forest expressed several concerns revolving around Mr. Mendoza's understanding of the zoning use and business purposes for his building and said she was uncomfortable moving ahead with denial because he wasn't offered a translator and wanted to be sure he understood everything in entirety. Councilor Preuschl encouraged Mr. Mendoza to seek resources through the City or the Chamber of Commerce who may be able to help him explore the various uses for the building so he can be successful in a business plan in finding tenants. Councilor Leavy explained that he was at the meeting and believed 100% that Mr. Mendoza understood the discussion and decision in entirety and was comfortable moving forward. Councilors Preuschl and Dunkin made a motion to approve the resolution as presented. Motion failed 0-7. File 8288

- b. Community Development Director, Julie Christensen, presented a proposed Ordinance amending the City of Beloit Zoning District Map to change the Zoning District Classification of the properties located at 631, 640, 654 & 657 Bluff Street, from R-1B, Single-Family Residential District to C-1, Office District. Planning staff has initiated an application for a Zoning Map Amendment to change the zoning district classification from R-1B, Single-Family Residential District to C-1, Office District, for the properties located at 631, 640, 654, & 657 Bluff Street. The subject properties are currently zoned for Single-Family Residential uses, and have come to the attention of Planning staff primarily due to the long-term vacancy and deteriorating conditions at the historic apartment building located at 640 Bluff Street. The intent of the proposed amendment is to create a zoning classification that will allow the future rehab and occupancy of the historic, vacant apartment building at 640 Bluff Street as a conditional use in an office district. Since this 11-unit apartment building has been vacant for more than a year, it has technically lost its nonconforming status and must conform to the single-family zoning. For obvious reasons, this is both unlikely and unrealistic, and maintaining the existing R-1B zoning would be a major barrier to the future rehab and re-occupancy of the historic apartment building at 640 Bluff Street. The building located at 640 Bluff Street is a contributing structure in the Bluff Street Historic District, constructed around 1907 and notable for its architecture. It has been vacant since being posted Unfit for Human Habitation in May 2015, and is in the midst of a foreclosure action with a default judgment entered on July 15, 2016. The property was sold at Rock County Sheriff's Sale on October 20, 2016, but the City has not received a deed showing an ownership change. In addition, the proposed amendment will make the other uses (senior center, medical office, & church) more conforming to the Zoning Map, thereby supporting their continued operation and future expansion. Multifamily residential uses are a conditional use in the Office District; therefore future buyers of 640 Bluff Street will need a Conditional Use Permit before occupancy and will be required to satisfy certain conditions of approval to address neighborhood and operational concerns. The subject properties are located immediately north of the West Grand Avenue corridor, which is zoned C-1, Office District. As shown on the attached maps, the proposed rezoning from Single-Family Residential to Office is a logical northern extension of an existing Office District that will achieve historic preservation and community development goals. The Plan Commission reviewed this item on November 22, 2016 and voted unanimously (6-0) to recommend approval of this Zoning Map Amendment. President Luebke opened the public hearing. No one spoke. President Luebke closed the public hearing. Councilors Preuschl and Leavy made a motion to suspend the rules for a first and second hearing. He explained this item was covered in the Comprehensive Plan Amendment so he didn't see a need to have it come back again. Motion carried. Councilors De Forest and Dunkin made a motion to adopt the ordinance as presented. Motion carried. File 7940 Ordinance 3590

5. CITIZEN PARTICIPATION - None

6. CONSENT AGENDA

Councilor De Forest asked to have item e. removed. Councilors Leavy and Sloniker made a motion to adopt consent items a.through d. as presented. Motion carried.

- a. The Minutes of the Regular meeting of November 21 and Special Meeting of November 28, 2016 were approved.
- b. An application for a Planned Unit Development (PUD) - Master Land Use Plan, to allow mini-storage units and duplexes, for property located at 1402 Townline Avenue and 1405 Madison Road was referred to Plan Commission. File 8054
- c. An application for a Zoning Map Amendment to change the Zoning District Classification of the properties located at 1402 Townline Avenue and 1405 Madison Road, from C-2, Neighborhood Commercial District to Planned Unit Development (PUD) was referred to Plan Commission. File 8054
- d. An application for a Conditional Use Permit to allow a 6-story hotel, in a C-3, Community Commercial District for property located at 3022 Ford Street (former Wickes Lumber site) was referred to Plan Commission. File 8582
- e. Public Works Director Greg Boysen presented resolution rejecting all Bids for Public Works Contract C16-21, Beloit Public Library Blender Café. Six bids were received for this project. The low bid of \$216,200.00 was from Gilbank Construction and is 48.94% more than the architect's estimate of \$145,160.00. The bids ranged from \$216,200.00 to \$270,188.00. The budget for this project was \$166,000.00. Councilor De Forest asked how the process would move forward and what the potential was for the City to be on the hook for more funds. It was explained that the project liability for the City Council is capped at \$100,000, so the library may need to explore adjustments to their

plan or seek additional private resources. They will return at a later date when they secure a new plan and successful bids. Councilors Preuschl and Sloniker made a motion to approve the resolution as presented. Motion carried. File 8737

7. ORDINANCES - None

8. APPOINTMENTS - None

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor De Forest attended the Community Action Thanksgiving meal and as a mentor of youth twice per week throughout the year, it was nice to meet many other mentors and volunteers. She thanked them for their work. She enjoyed judging the lighted holiday parade. Holidazzle had a great turnout and was fun. She thanked everyone at the DBA for their efforts and organizing. She met with Pastor Raabe at Atonement Lutheran Church to discuss their support efforts in the Merrill neighborhood and support of the forthcoming NRSA grant.
- Councilor Sloniker attended Holidazzle and enjoyed a great night. She went to the Fine Arts Incubator and enjoyed the art on display there. She went to a meet and greet at the library to meet local authors.
- Councilor Dunkin echoed comments complimenting the DBA efforts for the Holidazzle event. She is excited to participate in the implicit bias training on Tuesday.
- Councilor Preuschl also attended the lighted parade and loved the size of the crowd. He expressed gratitude for the safety. Last week the new smaller waste containers have arrived and he received his and really likes it.
- Councilor Leavy had a great time at the parade this year as he does every year. He hopes that a message of safety can be delivered to caution parents to keep their children further back off the curb as the fire trucks and trailers go by to ensure no one gets hurt. He also shared that some local hotel guests were complimenting what a great city Beloit is and that they really enjoyed coming for these events. He congratulated Councilor Hendrix on her award as an up and coming community member.
- Councilor Hendrix traveled to her alma mater in New Orleans to accept her award and she had a great time catching up with classmates and being recognized.
- President Luebke also attended Holidazzle and was reminiscent of the years past where everyone comes together downtown to celebrate and get to know one another as a community.
- City Manager Luther announced the upcoming listening session with the Police Department that will be at St. Thomas Catholic Church at 822 E. Grant Street on December 8th.

10. CITY MANAGER'S PRESENTATION - None

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Chief of Police, David Zibolski, presented a resolution approving the State Plan of Operations Agreement between the State of Wisconsin and the City of Beloit related to the LESO Program. The U.S. Department of Defense 1033 Program permits the Secretary of Defense to transfer excess Department of Defense supplies and equipment to local law enforcement agencies for use in their law enforcement duties. This property is procured at no cost to the agency with the exception of any shipping or transportation costs. The Beloit Police Department received four - 7.62 MM rifles through the 1033 program several years ago. The rifles are fully functional and assigned to the department's honor guard. The City is required to execute the attached agreement with the State of Wisconsin as part of this program. The State Plan of Operation (SPO) Agreement is entered into between the State of Wisconsin and the Chief Law Enforcement Official of the Law Enforcement Agency (LEA), to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property which is transferred pursuant to Title 10 USC § 2576a and to promote the efficient and expeditious transfer of the property and to ensure accountability. The only equipment the City has under the 1033 program is four rifles assigned and used by the honor guard. The program requires an agreement between the state and recipient agency as a condition of receipt of the DOD property. Councilors Hendrix and De Forest made a motion to adopt the resolution as presented. Motion carried. File 8738
- b. Chief of Police, David Zibolski, presented a resolution authorizing the City of Beloit to apply for the 2017 Alcohol Enforcement Task Grant from the State of Wisconsin Department of Transportation-Bureau of Transportation Safety. The Beloit Police Department has received and administered an

Alcohol Enforcement Grant for over ten years. In 2017 the Wisconsin DOT will be changing the grant administration process by seeking different agencies to administer each grant offered through its Bureau of Traffic Safety (BOTS). The Beloit Police Department is seeking approval to apply for a \$50,000 Alcohol Enforcement (OWI) Taskforce Grant for 2017. As administrators of the grant, the City will coordinate deployment strategies and fund disbursement with task force members throughout Rock County, complete activity reports, and submit and process reimbursement claims for member agencies. The grant requires a local soft match of 25%. The Grant also requires the department to participate in High Visibility Enforcements (Drive Sober Winter – 12/15/16-1/1/2-17, Click It or Ticket National Mobilization 5/22 –June 4, 2017 and Drive Sober Labor Day – 8/18 -9/3/2017. The local match for the City of Beloit would be a total of approximately \$5,000 over the twelve month period. The grant assists the department in expanding and sustaining its goals related to public safety through an intelligence-led approach to reduce alcohol and traffic related incidents, public education, voluntary compliance to drive sober, and enforcement action. The grant funds will be used to target identified accident locations and locations where alcohol and vehicles are involved in criminal activity in the City of Beloit. A memorandum of understanding will be signed by each participating sub-recipient member of the task force. Councilors Sloniker and Hendrix made a motion to adopt the resolution as presented. Motion carried. File 7335

- c. Councilors Leavy and Dunkin made a motion to adjourn into closed session pursuant to Wis. Stats. §19.85 (1)(e) to discuss potential real estate transaction, the discussion of which would harm the City's competitive or bargaining interest if held in open session, namely the potential sale of a portion of 1801 Gateway Boulevard. Motion carried and the council proceeded into closed session at 7:42 p.m. File 8642

12. Councilors Leavy and Hendrix made a motion to adjourn at 7:53 p.m. Motion Carried.

Lorena Rae Stottler, City Clerk

www.beloitwi.gov

Date approved by City Council: December 19, 2016

**RESOLUTION CANCELLING THE JANUARY 3, 2017
REGULAR MEETING OF THE CITY COUNCIL**

WHEREAS, section 2.02 of the Code of General Ordinances for the City of Beloit establishes City Council meeting requirements as follows:

“The regular meeting of the City Council shall be held in the Council chambers of the City Hall, 100 State Street, or another place designated in the notice of the meeting and accessible to members of the public, on the first and third Mondays of each and every month at 7:00 PM”; and

WHEREAS, no business items have been submitted for city council consideration on January 3, 2017; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council for the City of Beloit hereby cancels its January 3, 2017 regular meeting.

Adopted this 19th day of December 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 Cancelling the January 3, 2017 Regular Meeting of the City Council

Date: December 19, 2016

Presenter: Lori Curtis Luther

Department: City Manager

Overview/Background Information:

Section 2.02 of the Code of Ordinances for the City of Beloit establishes City Council meeting requirements as follows: "The regular meeting of the City Council shall be held in the Council chambers of the City Hall, 100 State Street, or another place designated in the notice of the meeting and accessible to members of the public, on the first and third Mondays of each and every month at 7:00 PM."

There have been no business items submitted for council consideration at its regular meeting on January 3, 2017, therefore staff is requesting that the meeting be cancelled.

Key Issues:

(see above)

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

Approval of this Ordinance would comply with the City Manager's goal to provide efficient and effective management of day to day governmental services and operations.

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

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

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

Action required/Recommendation:

The resolution has been reviewed by city staff and is recommended for approval.

Fiscal Note/Budget Impact:

This resolution does not impact the city's overall budget.

Attachments:

Proposed resolution

**RESOLUTION DECLARING OFFICIAL INTENT
TO REIMBURSE EXPENDITURES
FROM PROCEEDS OF BORROWING**

WHEREAS, the City of Beloit, Rock County, Wisconsin plans to undertake capital projects hereinafter (the "Projects") approved by the City Council in the 2017 Capital Improvements Budget, as follows:

Project Title	GO Debt
TERRACE TREE PLANTING	\$100,000
SIDEWALK IMPROVEMENTS	20,000
CITY OWNED PARKING LOT REHAB	50,000
4 th STREET BIKE PATH LIGHTING	63,000
CRANSTON ROAD SHARED USE PATH	125,000
STREET MAINTENANCE	1,437,499
PRAIRIE AVE. RECONSTRUCTION: CRANSTON – HUEBBE	175,000
BROAD ST. BRIDGE DECK REPAIRS	85,000
FOURTH STREET BRIDGE OVER LENIGAN CREEK	210,000
TOWNLINE CURB & GUTTER	26,000
HENRY AVE. RESURFACING: PARK – ROYCE	21,500
POLICE DEPARTMENT EVIDENCE ROOM HVAC INSTALLATION	125,000
PARK FACILITIES & AMENITIES ENHANCEMENT	240,000
RECREATION FACILITY ENHANCEMENTS	125,000
CITY HALL SECURITY IMPROVEMENTS	200,000
TELFER PAVILION ROOF REPLACEMENT	169,000
CITY HALL ROOF & HVAC UPGRADES	205,000
CITY OWNED BUILDING EVALUATIONS & REPAIRS	125,000
DPW OPERATIONS ROOF & HVAC REPLACEMENT	362,550
CITY HALL EMPLOYEE ENTRANCE RAMP REPLACEMENT	11,500
FIRE HEADQUARTERS FLOOR REPLACEMENT & OFFICE CONFIGURATION	10,000
CITY FUEL SYSTEM	156,000
OPERATIONS SALT SHED DOOR	10,000
HYDRAULIC EXTRICATION EQUIPMENT	100,000
FIBER OPTIC & RADIO EXPANSION	100,000
AUDIO/VIDEO PLATFORM & STORAGE ENHANCEMENT	281,000
PROPERTY ACQUISITION & DEMOLITION	220,000
POWERHOUSE RIVERWALK	125,000
Total	\$5,000,000

WHEREAS, the City of Beloit expects to finance the Projects on a long-term basis by issuing tax-exempt bonds or other tax-exempt obligations (collectively, the "Bonds"); and

WHEREAS, because the Bonds may not be issued prior to commencement of the Projects, the Issuer must provide interim financing to cover costs of the Projects incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, the City Council deems it to be necessary, desirable, and in the best interests of the City to advance moneys from its funds on hand on an interim basis to pay the costs of the Projects until the Bonds are issued.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Beloit, Wisconsin that;

Section 1. Expenditure of Funds. The City of Beloit shall make expenditures as needed from its funds on hand to pay the cost of the Projects until proceeds of the Bonds become available.

Section 2. Declaration of Official Intent. The City of Beloit hereby officially declares its intent under Treas. Reg. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$5,375,000 including estimated cost of issuance.

Section 3. Unavailability of Long-Term Funds. No funds for payments for the Projects, from sources other than the Bonds, are or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the City pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. The Resolution shall be made available for public inspection at the office of the City Clerk within 30 days after its approval in compliance with the applicable state law governing the availability of records of official acts including Subchapter II of Chapter 19, Wisconsin Statutes, and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Dated at Beloit, Wisconsin this 19th day of December, 2016.

BELOIT CITY COUNCIL

David F. Luebke,
President of the Council

ATTEST:

Lorena Rae Stottler,
City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution Declaring Intent to Reimburse Expenditures from Bond Proceeds

Date: December 19, 2016

Presenter(s): Eric R. Miller, Finance and Administrative Services Director

Department(s): Finance

Overview/Background Information: Each year as part of the city's budget and capital project planning process, staff evaluates scheduled capital improvement projects included in the Capital Budget and CIP to determine those that are eligible and require debt financing as a funding source for project completion. For those projects included in the adopted 2017 Capital Budget, the plan was to issue approximately \$5.0 million in General Obligation debt. A list of the capital projects scheduled for 2017 bond financing is included in the Declaration of Intent to Reimburse Resolution. U. S. Treasury Regulations Section 1.150-2 requires the city to declare its official intent to reimburse any advanced payments of project expenditures from the bond proceeds. The Council must make this declaration by resolution.

Key Issues (maximum of 5):

1. As part of the approved 2017 Capital Budget and CIP, debt financing is required to fund scheduled capital improvement projects.
2. In order to reimburse project expenditures incurred prior to completion of the bond financing, a formal declaration of intent to reimburse is required by U. S. Treas. Regs. 1.150-2.

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

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

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

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

Action required/Recommendation:

Staff recommends Council adoption of the Resolution in order to comply with U.S. Treasury Regulations related to the issuance of tax exempt debt.

Fiscal Note/Budget Impact:

There is no fiscal impact associated with this action. This resolution does not obligate the city to issue debt or proceed with the sale of any debt instruments.

RESOLUTION
AUTHORIZING FINAL PAYMENT OF PUBLIC WORKS CONTRACT C16-12
Broad Street Bridge Deck Repairs

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

WHEREAS, This project applied partial depth concrete repairs to spalled areas on the east bridge, sidewalk and curb; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Beloit City Council that Concrete Structures, Inc. be paid \$3,150.00 as the final payment for Public Works Contract C16-12 Broad Street Bridge Deck Repairs as recommended by the City Engineer.

Dated at Beloit, Wisconsin, this 19th day of December 2016.

BELOIT CITY COUNCIL

David F. Luebke, President

ATTEST:

Lorena Rae Stottler, City Clerk

CITY OF БЕЛОIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Final Payment for Contract C16-12, Broad Street Bridge Deck Repairs

Date: December 19, 2016

Presenter(s): Gregory Boysen

Department(s): Public Works/ Engineering

Overview/Background Information:

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

Key Issues (maximum of 5):

1. The requirements of the contract have been completed to the satisfaction of the City.
2. The awarded contract amount was \$ 69,000.00
Quantity decreases and change orders \$ -6,000.00
Net payment due contractor \$ 63,000.00
3. The City Engineer, City Attorney, and Director of Accounting recommend that a final payment be made to Concrete Structures, Inc. in the amount of \$3,150.00

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

1. **Develop a high quality community through the responsible stewardship and enhancement of City resources to further Beloit's resurgence as a gem of the Rock River Valley.**
 - This project enhances the quality of life in Beloit by improving the appearance and extending the service life of this bridge while lowering maintenance costs.

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

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

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

Action required/Recommendation:


Approval of the Resolution authorizing the Final Payment.

Fiscal Note/Budget Impact:

Adequate funding is available in the 2016 Capital Improvement Plan.

CITY OF BELOIT
DEPARTMENTAL CORRESPONDENCE

TO: Mike Flesch

FROM: Andy Hill, Project Engineer 

DATE: November 29, 2016

SUBJECT: Final Payment Contract C16-12
Broad Street Bridge Deck Repairs


The work on this project was completed on June 3, 2016. I inspected the work and found it to be in compliance with the requirements of the contract at the time of installation. Unfortunately, some of the patches did not hold, and cracked. I believe this was due to traffic induced motion of the bridge during the cure time. If this patching method is attempted again, I believe it will be necessary to remove all traffic from the bridge for 30 days. The contractor has asked for final payment. The final payment quantities have been approved by the contractor.

The original contract amount was for \$69,000.00, and the final contract amount is \$63,000.00. The decrease in cost was due to a reduction of the patch area necessary thru discretion of boundary setting by the project foreman. Payments to date under this contract total \$59,850.00.

Therefore, I recommend a final payment in the amount of \$3,150.00 be made to Concrete Structures, Inc.

CITY OF BELOIT
DEPARTMENTAL CORRESPONDENCE

TO: Andy Hill

FROM: Elizabeth Krueger 

DATE: December 8, 2016

SUBJECT: **Final Payment Public Works Contract C16-12**
Concrete Structures, Inc.
Broad Street Bridge Deck Repairs

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

/tdh
encs.

**RESOLUTION APPROVING AN AMENDMENT TO
LICENSED PREMISES FOR THE CLASS “B” BEER AND
“CLASS B” LIQUOR LICENSE FOR WISCO KITCHEN, LLC**

WHEREAS, an application has been received to amend the licensed premise description on the Class “B” Beer and “Class B” Liquor License application for Wisco Kitchen, LLC, at 302 State Street, Jacqueline Gennett, Agent; and

WHEREAS, the Alcohol Beverage License Control Committee has recommended approval of the amendment, which excludes the entire first floor from the licensed premise description; and

WHEREAS, the business owner confirmed that there is a separate entrance to the second floor facility and she does not intend to rent the space to anyone, they would only ‘host’ events; and

WHEREAS, the business owner has indicated that the first floor is sub-leased and the second floor is where classes, workshops and private events will be held.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit hereby approves the amendment to the licensed premise description for the Class “B” Beer and “Class B” Liquor License to exclude the first floor of the property for the remainder of the current license year (expires June 30, 2017).

Dated this 19th day of December, 2016

BELOIT CITY COUNCIL

David F. Luebke, President

Attest:

Lorena Rae Stottler, City Clerk



CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

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

Date: December 19, 2016

Presenter(s): Lorena Rae Stottler

Department: City Clerk

Overview/Background Information:

Jacqueline S. Gennett, agent, is making Application for Amendment of Class "B" Beer and "Class B" Liquor License Premises Description for Wisco Kitchen located at 302 State Street, Beloit, WI.

Key Issues (maximum of 5):

1. Wisco Kitchen, LLC, located at 302 State Street (old location of the Eagles Club), in the City of Beloit is has established a business with a Class "B" Beer and "Class B" Liquor License for the license period July 1, 2016 to June 30, 2017 and was granted a license by the City Council June 20, 2016.
2. The license originally included both the first and second floors of the business. Ms. Gennett has since sub-leased and repurposed the first floor into a Crossfit Beloit studio and is only using the second floor for classes, workshops and private event space and therefore needs to amend her license to reflect that.
3. Ms. Gennett has not been issued her liquor license to date because she had not completed all inspection nor paid her fees.
4. Ms. Gennett has completed an application to amend her liquor license premises description and included a new drawing as to where liquor will be stored, served and sold. Her drawing indicates separate entrances and clear separation of businesses within the building. New inspections from Fire and Planning will ensure compliance.
5. Ms. Gennett has ensured that if the premises amendment is approved, she will pay the fees and get her license issued. If not, she is aware that she will need to appear before the ABLCC in January for a status update and extension review.
6. The ABLCC met on December 13th and voted 4-0 to approve the amendment to the premises to only include the 2nd floor.

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

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

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

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

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

Attachments: application, notice to appear, drawing of premise.

**RESOLUTION GRANTING AN EXTENSION FOR
THE ISSUANCE OF A CLASS “B” BEER AND “CLASS B” LIQUOR LICENSE
FOR ZACHARIAH ROBERT DAVIS, D/B/A THE NEW POP HOUSE**

WHEREAS, the City Council of the City of Beloit approved to grant a Class “B” Beer and “Class B” Liquor License for Zachariah Robert Davis d/b/a The New Pop House, for the property located at 863 Fifth Street, Beloit on June 20, 2016; and

WHEREAS, Ordinance 31.04(3) states that the City Council has granted a license, but the license has not been issued because construction, renovation or code compliance is not completed in six months, the City Council may rescind the license at a regular Council meeting after notice to the licensee and opportunity for the licensee to be heard; and

WHEREAS, the six-month period has expired and Mr. Davis reported to the Alcohol Beverage License Control Committee at its December 13, 2016 meeting that he has experienced difficulty obtaining clear title to the property until just recently but now plans to move his forward with his plans to open The New Pop House; and

WHEREAS, Mr. Davis is requesting a six-month extension for the issuance of the approved alcohol license and stated he intends to be fully operational prior to six months’ time.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit hereby accepts the recommendation of the Alcohol Beverage License Control Committee and authorizes an extension of the provisions of section 31.04(3) of the Code of General Ordinances for the City of Beloit for a period of six months, with said extension expiring on June 19, 2017.

Adopted this 19th day of December, 2016.

CITY COUNCIL OF THE CITY OF БЕLOIT

David F. Luebke, Council President

ATTEST:

Lorena Rae Stottler, City Clerk



CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Status update related to the Class “B” Beer and “Class B” Liquor License for The New Pop House, located at 863 Fifth Street, Beloit, WI, Zachariah Robert Davis, Agent.

Date: December 19, 2016

Presenter(s): Lorena Rae Stottler

Department: City Clerk

Overview/Background Information:

Zachariah Robert Davis was granted a Class “B” Beer and “Class B” Liquor License at The New Pop House located at 863 Fifth Street for the license period July 1, 2016 to June 30, 2017 at the June 20, 2016 Council Meeting.

Key Issues (maximum of 5):

1. The New Pop House, located at 863 Fifth Street (old location of the Alumni House), in the City of Beloit was “granted” a Class “B” Beer and “Class B” Liquor License for the license period July 1, 2016 to June 30, 2017 on June 20, 2016.
2. Ordinance 31.04(3) states: Where the City Council has granted a license, but the license has not been issued because construction, renovation or code compliance is not completed in 6 months, the City Council may rescind the license at a regular Council meeting after notice to the licensee and opportunity for the licensee to be heard.
3. It has been past precedent that if the 6 month window expired, the applicant would appear before the ABLCC to present a status update and seek an extension if necessary. The ABLCC would hear the update and make a recommendation to the Council on whether or not an extension was warranted.
4. Mr. Davis reported to the ABLCC on 12-13-2016 that he has had difficulty getting the deed to the property and has now done so and is now willing to make investments and get the establishment open as soon as feasible, indicating sometime in the spring. He requested a six month extension of the ABLCC.
5. The ABLCC met on December 13th, 2016 and voted 4-0 to recommend an extension of six months.

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

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

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

Action required/Recommendation: This is a council decision per ordinance 31.04(3).

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

Attachments:

**RESOLUTION GRANTING AN EXTENSION FOR
THE ISSUANCE OF A CLASS "B" BEER AND "CLASS B" LIQUOR LICENSE
FOR PALERMO ENTERPRISE, LLC**

WHEREAS, the City Council of the City of Beloit approved to grant a Class "B" Beer and "Class B" Liquor License for Palermo Enterprise, LLC, located at 618 4th Street, Beloit, Olsie Ekleberry, Agent on November 16, 2015; and

WHEREAS, Ordinance 31.04(3) states that the City Council has granted a license, but the license has not been issued because construction, renovation or code compliance is not completed in six months, the City Council may rescind the license at a regular Council meeting after notice to the licensee and opportunity for the licensee to be heard; and

WHEREAS, the six-month period expired in May 2016 and the Alcohol Beverage License Control Committee recommended at its July 12, 2016 meeting, a four-month extension that expired on November 8, 2016; and

WHEREAS, the initial extension has now expired and Mr. Gabrielle has not begun construction of his business due to extenuating circumstances that has changed his focus until the end of this year; and

WHEREAS, Mr. Gabrielle explained that he does have meetings scheduled with contractors to move this business ahead in the new year and is requesting an additional extension of six months for the issuance of the approved alcohol license in order to complete his business plan and be operational.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit hereby accepts the recommendation of the Alcohol Beverage License Control Committee and authorizes an extension of the provisions of section 31.04(3) of the Code of General Ordinances for the City of Beloit for a period of six months, with said extension expiring on June 19, 2017.

Adopted this 19th day of December 2016.

CITY COUNCIL OF THE CITY OF БЕЛОIT

David F. Luebke, Council President

ATTEST:

Lorena Rae Stottler, City Clerk



CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Status update related to the Class “B” Beer and “Class B” Liquor License for Palermo Enterprise, LLC located at 618 4th Street, Beloit, WI 53511; Olsie Ekleberry, Agent.

Date: December 19, 2016

Presenter(s): Lorena Rae Stottler

Department:

City Clerk

Overview/Background Information:

Palermo Enterprise, LLC was granted a Class “B” Beer and “Class B” Liquor License located at 648 Fourth Street for the license period July 1, 2016 to June 30, 2016 originally in November of 2015 and was granted one extension by the ABLCC July 12, 2016 to extend to November 8th, 2016. That extension has expired.

Key Issues (maximum of 5):

1. Palermo Enterprise, LLC located at 618 4th Street, in the City of Beloit was “granted” a Class “B” Beer and “Class B” Liquor License for the license period July 1, 2016 to June 30, 2017 in November 2015. That license was renewed in April of 2016 and an extension to delay “issuance” of the license was sought and granted at the July 12 ABLCC meeting extending to November 8, 2016.
 2. Ordinance 31.04(3) states: Where the City Council has granted a license, but the license has not been issued because construction, renovation or code compliance is not completed in 6 months, the City Council may rescind the license at a regular Council meeting after notice to the licensee and opportunity for the licensee to be heard.
 3. It has been past precedent that if the 6 month window expired, the applicant would appear before the ABLCC to present a status update and seek an extension if necessary. The ABLCC would hear the update and make a recommendation to the Council on whether or not an extension was warranted. The ABLCC did grant an initial extension on July 12, 2016 after Mr. Gabrielle explained he would only need four months to complete his business plan. The extension to November 8, 2016 has expired.
 4. Mr. Gabrielle explained that nothing has really happened with the property since he was issued the license November 16, 2015. He explained that he lost a best friend who he started in business (Roma’s 1 and Roma’s 2 in East Troy) unexpectedly and has been focused on assisting that family with keeping their business running. He is committed to this family through the end of the year and has plans to shift focus the first of the year. He asked the ABLCC for a six month extension on the license.
 5. The ABLCC met and heard from Mr. Gabrielle on December 13, 2016 and voted to recommend a six month extension 4-0.
-

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

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

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

Action required/Recommendation: This is a council decision per Ordinance 31.04(3)

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

Attachments:

December 19, 2016

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

The undersigned David F. Luebke, duly elected President of the Beloit City Council, subject to confirmation by the Beloit City Council, does hereby appoint the following citizen members to the vacancies and terms indicated below, said appointments being pursuant to nominations made and approved by the Appointment Review Committee at the Regular meeting held December 12, 2016:

David F. Luebke, President, Beloit City Council

Appointments

Appointment Review Committee

Incumbent **Kurt Reynolds** to a term ending December 31, 2019

Business Improvement District (Downtown Beloit Association) Board

Incumbent **Meghan Moss** (Owner Occupant) to a three year term ending December 31, 2019

Incumbent **Malinda Obershaw** (Owner Occupant) to a three year term ending December 31, 2019

Teala Marie Lamoreux, Northwoods Premium, 314-B State Street (replacing Mary Widder as Resident at Large) for a term ending December 31, 2019

Jessica Hernandez, First National Bank and Trust Co., 345 E. Grand Ave., (replacing Elaine Ribarich as Owner Occupant) for a term ending December 31, 2019

Community Development Authority

Merlin Kenitzer, 3488 Field Crest Ct. (replacing Manuel Casares) to a term ending December 31, 2017

Charlene DeBrock, 532 Lawton Ave., #2104 (replacing Tressie Webster) to a term ending December 31, 2020

Equal Opportunities Commission

John S. Emery, 1626 Oakwood Ave. (replacing Mike Zoril) to a term ending June 30, 2017

Municipal Golf Committee

Incumbent **William Maze, Jr.** to a term ending December 31, 2019

PLEASE ANNOUNCE THE FOLLOWING VACANCIES

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

Appointment Review Committee (2 vacancies)

Board of Review (2 vacancies)

Municipal Golf Committee (1 vacancy for youth representative)

**RESOLUTION APPROVING A SUBDIVISION DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF БЕЛОIT AND NEW LEAF HOMES LLC**

The City Council of the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Subdivision Development Agreement between the City of Beloit and New Leaf Homes LLC 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 Subdivision Development Agreement on behalf of the City of Beloit and to execute any other documents necessary to carry out the terms and conditions of this resolution.

Adopted this 19th day of December, 2016.

City Council of the City of Beloit

David F. Luebke, President

Attest:

Lorena Rae Stottler, City Clerk

**RESOLUTION APPROVING A SUBDIVISION DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF БЕЛОIT AND NEW LEAF HOMES LLC**

The City Council of the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Subdivision Development Agreement between the City of Beloit and New Leaf Homes LLC 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 Subdivision Development Agreement on behalf of the City of Beloit and to execute any other documents necessary to carry out the terms and conditions of this resolution.

Adopted this 19th day of December, 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: Subdivision Development Agreement With New Leaf Homes, LLC

Date: December 19, 2016

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

On November 21, 2016, the City Council approved a 6-Lot Subdivision Plat known as the Final Plat of Eagles Ridge Plat No. 2, which includes the City-owned 1.8-acre land located at 1725 Raven Court and New Leaf Homes' previously platted residential lot located at 1710 Raven Court. This approval was subject to three conditions of approval, including a condition stating that the plat may not be recorded until a Development Agreement has been approved by Council. The attached Development Agreement is intended to satisfy this condition of approval.

Key Issues (maximum of 5):

- A Subdivision Development Agreement outlines the responsibilities of a land developer with respect to installing public improvements required by the City, as those public improvements will become publicly owned infrastructure and therefore must be constructed to certain standards and specifications. A Development Agreement is required by Section 12.09(3) of the Subdivision Ordinance.
 - The attached Development Agreement was drafted by City staff and shared with New Leaf Homes. Both parties have agreed to the proposed terms and conditions.
 - According to Section 1.2 of the Development Agreement, the developer is required to construct the street, curb & gutter, water main, sewer mains, street lights, sidewalks, etc. at the developer's cost. The plans for these public improvements must be approved by City Engineering prior to construction.
 - Article 3 of the Development Agreement requires that the developer provide the City with a performance bond and must use qualified, insured contractors. Article 4 includes timelines and specifications.
 - Article 5 of the Development Agreement reaffirms that the developer will pay all required fees & charges, and specifies that fees in lieu of parkland dedication will be paid for the five new lots. Park impact fees will be paid as well when Building Permits are sought.
 - Once the attached Development Agreement has been approved by the City Council and executed, the Final Plat can be recorded and a real estate closing can be scheduled. The developer's engineering team is already designing the public improvements and has met with City staff for a pre-application meeting.
-

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 Goals 1, 3, & 5.
-

Sustainability:

- **Reduce dependence upon fossil fuels** – This subdivision will include a sidewalk to the bike/ped path.
 - **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: The proposed purchase price for 1725 Raven is \$20K, and the land will become taxable.

Attachments: Resolution and Draft Subdivision Development Agreement

SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT is made by and between **New Leaf Homes, LLC**, an Illinois limited liability corporation, with its principal place of business located at 6551 E. Riverside, Suite 110, Rockford, IL (hereinafter "**Developer**"), and the **City of Beloit**, a Wisconsin Municipal Corporation, with its principal place of business located at 100 State Street, Beloit, WI 53511 (hereinafter "**City**").

RECITALS

WHEREAS, the Developer has requested the City to approve a plat of a subdivision known as **Eagles Ridge No. 2**; and

WHEREAS, subsection (2)(a) and (b) of section 236.13 of the Wisconsin Statutes provides, in its relevant portions, as follows:

- “(a) As a ... condition of approval, the governing body of the ... municipality within which the subdivision lies may require that the subdivider make and install any public improvements reasonably necessary or that the subdivider execute a surety bond or provide other security to ensure that he or she will make those improvements within a reasonable time.

- (b) Any city ... may require as a condition for accepting the dedication of public streets, alleys or other ways, or for permitting private streets, alleys or other public ways to be placed on the official map, that designated facilities shall have been previously provided without cost to the municipality, but which are constructed according to municipal specifications and under municipal inspection, as such, without limitation because of enumeration, sewerage, water mains and laterals, grading and improvement of streets, alleys, sidewalks and other public ways, street lighting or other facilities designated by the governing body, or that a specified portion of such costs shall be paid in advance as provided in s. 66.0709.”

and

WHEREAS, section 12.11(1) of the Code of General Ordinances of the City of Beloit provides that a developer of lands intended for residential purposes shall provide and dedicate to the public adequate land for park, recreation and open space needs or in lieu thereof, the payment of money as a condition of plat approval; and

WHEREAS, the City, as a condition of approving the Developer's plat, has required Developer to:

- (a) Make and install public improvements reasonably necessary for the development of the subdivision; and
- (b) Provide designated facilities without cost to the City as a condition of accepting the dedication of public streets, alleys and other ways; and
- (c) Dedicate land for park, recreation and open space needs or payment of money in lieu thereof; and

WHEREAS, section 12.04(1)(f) of the Code of General Ordinances of the City of Beloit requires the City and the Developer to begin negotiation of a development agreement upon the filing of a final plat and to reach substantial agreement as to the terms of the development agreement prior to approval of the final plat; and

WHEREAS, section 12.04(1)(e) of the Code of General Ordinances of the City of Beloit requires that a development agreement be approved and signed by both parties before the final plat is signed and recorded; and

WHEREAS, the parties wish to enter into a development agreement in accordance with the state statutes and city ordinances cited above.

NOW, THEREFORE, in consideration of the Recitals stated above and in consideration of the mutual covenants set forth below, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
DESCRIPTION OF SUBDIVISION, PUBLIC IMPROVEMENTS
AND LAND DEDICATIONS

Section 1.1 Description of Subdivision. The legal description of the subdivision known as **Eagles Ridge No. 2** is attached hereto as **Exhibit A** and incorporated herein by reference. A copy of the proposed final plat of **Eagles Ridge No. 2** is attached hereto as **Exhibit B** and incorporated herein by reference.

Section 1.2 Description of Public Improvements and Facilities. As a condition of plat approval Developer is required to provide the following public improvements and facilities. Those public improvements and facilities shall be constructed in accordance with section 12.09 of the subdivision ordinance and Article IV of this agreement.

The required improvements include: survey monuments, street grading and surfacing, concrete sidewalks, concrete curbs, concrete gutters and concrete driveway aprons, sanitary sewer system and laterals, storm water sewer system, public water supply mains and service laterals for every lot. Other underground utilities including: gas, electrical power, telephone, cable television, and other telecommunications facilities to serve each lot. Also, street lights, street signs, street trees, and restoration of all disturbed areas with living grass groundcover by way of seeding or sodding unpaved areas.

ARTICLE II DEFINITIONS

Section 2.1 – Defined Terms. The following terms, when used in this Agreement, shall have the meanings set forth below:

- 2.1.1 “Engineering Plans and Specifications” means plans and specifications prepared for use by the Developer in bidding and constructing public facilities and public improvements required by the City as a condition of final plat approval or land dedication.
- 2.1.2 “Project” means the development of the subdivision, including the construction of public facilities and public improvements required as a condition of plat approval or land dedication.
- 2.1.3 “Project Approvals” means approvals that the Developer must obtain from the City pursuant to the City’s subdivision ordinance and this development Agreement.
- 2.1.4 “Subdivision Ordinance” means Chapter 12 of the Code of General Ordinances of the City of Beloit.

Section 2.2 – Undefined Terms. If any of the terms used in this agreement are defined in section 12.15 of the subdivision ordinance, those terms shall have the meaning prescribed by that section. If a term is neither defined in this agreement nor in section 12.15 of the subdivision ordinance, the term shall be deemed to have the ordinary meaning that would be attributed to that term in the context in which it appears.

ARTICLE III PRE-CONSTRUCTION ACTIVITIES

Section 3.1 – Engineering Plans and Specifications. The Developer shall prepare and submit to the City the Engineering Plans and Specifications for all public improvements and public facilities required as a condition of plat approval. If the parties agree, the City shall prepare all or part of the Engineering Plans and Specifications and Developer shall pay the City for preparing the same.

Section 3.2 – Performance Guarantee. The Developer shall, in accordance with Sections 12.09(3)(a) of the subdivision ordinance, provide the City with a performance bond which guarantees that the Developer will complete the public facilities and improvements within the time frame established by Section 4.8 of this agreement. The surety bond must be in a form approved by the City and in an amount equal to 110% of the cost of constructing the public improvements and public facilities required as a condition of plat approval or land dedication. The City Engineer shall prepare a cost estimate to be used in determining the amount of the surety bond. If the City Engineer so requests, Developer shall provide a written estimate of those costs. In the event that the public facilities and improvements are not completed within the time required by Section 4.8 of this agreement, the City may, at its option, require the Developer’s surety to complete the work. In the alternative, the City may complete the work and bill the Developer or the Developer’s surety for the cost of completing the work. The City

Engineer is authorized to reduce the amount of the performance bond or an irrevocable letter of credit from time to time. Such reduction in the amount of the performance bond or irrevocable letter of credit shall be proportionate to the percentage of work completed.

Section 3.3 – Contractors. The Developer shall engage qualified contractors for the installation of all public facilities and improvements. Before hiring contractors, the Developer shall provide the names, addresses, and phone numbers to the City Engineer for approval or shall ensure that such contractors are listed as qualified by the City Engineer. The Developer shall be solely responsible for all work performed by its contractors.

Section 3.4 – Insurance. Before commencing construction of the public facilities and public improvements, Developer shall provide the City with a certificate of insurance coverage required by this development agreement. The certificate shall name the City as an additional insured and shall provide that the policies of insurance shall not be cancelled or altered without 30 days prior written notice to the City. The Developer shall, at Developer's expense, procure the following insurance policies from insurance companies licensed to do business in the State of Wisconsin, in the amounts and coverages hereinafter set forth. All insurance companies and required endorsements shall be approved by the City prior to execution of the contract.

3.4.1 Workers Compensation Insurance. The Developer shall provide a Workers Compensation Policy with the statutory limits.

3.4.2 Commercial General Public Liability Insurance with the following standard limits:

General Aggregate Limit (Other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations/Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Medical Expense Limit/Any One Person	\$50,000

The Commercial General Liability policy will include protection for:

- (a) Bodily Injury and Property Damage Liability arising from premises, operations, products and completed operations.
- (b) Contract Liability coverage for this Contract and related contracts, including subcontracts.
- (c) Coverage for bodily injury or personal injury

3.4.3 The Developer shall provide Commercial Automobile Liability insurance covering all licensed vehicles and equipment owned by the Developer and all drivers employed by the Developer in the amount of \$1,000,000. The policy should cover:

- (a) All non-owned or hired vehicles.
- (b) Uninsured/Underinsured Motorist Liability coverage at full policy limits.
- (c) Cross-suits.
- (d) Bodily injury and property damage for the transportation of mobile equipment by a vehicle owned or operated by the Contractor or rented or leased to the Contractor.
- (e) Automobile medical payment coverage of at least \$50,000.
- (f) Coverage for injuries caused by fellow employees.

(g) Contractual liability coverage for this Contract and related contracts, including subcontracts.

- 3.4.4 Umbrella Liability. Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Beloit.

ARTICLE IV CONSTRUCTION OF IMPROVEMENTS

Section 4.1 – Excess Utility Capacity Required. If the City requires that any sanitary sewer main must be larger than 10-inches in diameter, the City shall reimburse the Developer for the difference between the cost of the larger sanitary sewer pipe and the cost of a 10-inch diameter sanitary sewer pipe. If the City requires that any water main must be larger than 8-inches in diameter, the City shall reimburse the Developer the difference between the cost of the larger water main and the cost of an 8-inch diameter water main.

Section 4.2 – Streets and Driveways. If the Developer is required to provide public streets as a condition of plat approval, Developer shall grade and surface those streets, install concrete curbs, concrete gutters and concrete driveway aprons in accordance with the requirements of Section 12.09 of the subdivision ordinance, the approved Engineering Plans and Specifications, the standard specifications provided by the City Engineer, and the construction site erosion control ordinance.

Section 4.3 – Sidewalks. Developer shall install five-foot wide concrete sidewalks to serve all six newly platted lots on Raven Court as shown on Exhibit B. Such sidewalks shall be installed at the time that a residence, or concrete driveway apron, is constructed on, or for, a lot. All required sidewalks shall be installed, including those adjacent to vacant (sold or unsold) lots, by the lot owner once more than 75% of a block face is developed or within eighteen (18) months from the date the street is constructed, whichever occurs first. If Developer fails to install the sidewalks as prescribed by this section, Developer and City agree that this Development Agreement shall act as the order for such installation under Chapter 11 of the Beloit Municipal Code and Developer, for itself and its successors in interest to property subject to this Agreement, hereby waives such notice of further order of the City Council. This section does not limit the City to seek any other legal avenue to secure the installation of the sidewalks.

Section 4.4 – Laterals and Private Utility Installation. All sewer and water laterals and private utility mains and lines shall be installed in the public right-of-way before street surface, curbing and sidewalk are installed. No Developer shall break any new pavement within five years after the pavement is installed without the approval of the City Engineer. The City Engineer shall not approve such breakage unless the City Engineer determines that such breakage is required as a result of an emergency. All utilities serving the subdivision must be placed underground.

Section 4.5 – Street Lights. The Developer shall, at Developer's sole cost, install street lights along all dedicated streets in the subdivision plat. The street lights shall be designed and spaced in accordance with the Plans and Specifications approved by the City Engineer prior to

installation. The design and appearance of the street lights shall be compatible with the design and appearance of the neighborhood. The cost of maintaining the street lights shall not exceed the cost incurred by the City for maintaining other street lights.

Section 4.6 Completion of Improvements. Developer shall complete construction of all public facilities and improvements within 18 months of the start of construction pursuant to the Engineering Plans and Specifications approved by the City Engineer. Construction shall begin within six (6) months of the date the Engineering Plans and Specifications are approved by the City Engineer. Developer may seek an extension of the 6- month requirement to begin construction due to weather or other unforeseen circumstances. Such extension shall be in writing and shall be directed to the City Engineer and shall be granted or denied at the City Engineer's discretion.

Section 4.7 – Approval of Facilities and Improvements. Upon completion by the Developer and written approval by the City Engineer of all required public facilities and improvements, Developer shall furnish the City with a digital “as built” set of plans showing the location of all public facilities and improvements on the plat. Digital copies shall be in AutoCAD format. ‘Sewer Lateral Cards’ and ‘Water Service Cards’ shall be completed and submitted to the City prior to any building permits being issued. See **Exhibit C** for sample form of the approval letter.

Section 4.8 – Warranty. Developer warrants that all public facilities and public improvements required by this development agreement shall be constructed in accordance with Engineering Plans and Specifications approved by the City Engineer. Developer also warrants that all public facilities and public improvements required by this contract shall be free from defects in workmanship and materials for one year from the date of acceptance of the public facilities and public improvements by the City Engineer. Developer shall correct any defects without cost to the City within 60 calendar days after Developer receives written notice of the defects from the City Engineer.

ARTICLE V FEES AND CHARGES

Section 5.1 – Fees, Conditions, and Dedications. Developer, as a condition of plat approval, agrees to pay the City all fees and costs required by the subdivision ordinance and by this development agreement. Such fees and costs include, but are not limited to:

- (a) building permits
- (b) application fees
- (c) professional fees for review and approval of preliminary plats, final plats, engineering plans and specifications, land dedications.
- (d) inspection fees
- (e) impact fees, if any
- (f) legal fees, if any.

Inspection costs will be billed at the rate of \$80.00 per hour for straight time and \$120.00 per hour for overtime, if City staff conducts inspections. The City will attempt to complete City staff inspections during regular work hours. In the event that the City must contract with a qualified third party to complete inspections, those inspection costs will be billed at the rate charged to the City for such inspections.

Section 5.2 – Park Land Dedication. The parties agree that in lieu of park land dedication, the Developer shall, in accordance with Section 12.11(1)(b) of the subdivision ordinance, pay to the City One Hundred and Forty-one and no/100 dollars (\$141.00) for Lots 41, 42, 43, 44 and 45 in the proposed subdivision prior to the issuance of the first building permit. The parties also agree that the Developer or builder shall pay the normal park improvement impact fees for each new residential dwelling unit as required by City Ordinance.

Section 5.3 – Street Trees. The Developer shall install street trees along the streets in the subdivision in accordance with Section 12.09(4)(m) of the subdivision ordinance.

Section 5.4 – Street Signs. Pursuant to Section 12.09(4)(l) of the subdivision ordinance, Developer shall pay the City for all costs incurred by the City for purchase and installation of street signs in the subdivision. Payment shall be made within 60 days from the receipt of a written invoice. In this section, “street signs” include regulatory signs and signs containing the names of streets in the subdivision.

ARTICLE VI IMPLEMENTATION OF THIS AGREEMENT

Section 6.1 – Compliance with Regulations. Developer agrees to comply with all local, state and federal laws and regulations in effect during the plat approval process and development of the subdivision.

Section 6.2 – Processing of Permits. City agrees to promptly process Developer’s applications for permits and approvals provided such applications are properly completed and accompanied by the appropriate fees.

Section 6.3 – Indemnification. Developer shall indemnify and hold the City, its officers, employees and agents, harmless from any liability for claims arising out of any of the acts or omissions of Developer, its officers, directors, employees or agents.

Section 6.4 – Transfer of Property. The covenants contained in this Agreement shall run with the land and shall be binding upon the Developer and the Developer’s successors and assigns.

Section 6.5 – Validity of Agreement. The parties agree that all of the provisions of this development agreement are valid and binding. If any third party should challenge the validity of any provision of this development agreement, the City and the Developer shall cooperate in defending the validity of this development agreement.

Section 6.6 – Severability. If any provision of this development agreement is determined, by a court of competent jurisdiction, to be invalid or unenforceable, the remaining provisions of this agreement shall continue in full force and effect.

Section 6.7 – Time is of the Essence/Liquidated Damages. The parties agree that time is of the essence with regard to all deadlines set forth in this agreement. If Developer fails to complete construction of the public improvements or public facilities required by this development agreement, Developer shall pay the City, as liquidated damages, the sum of \$100.00 per day for each and every day's delay. The Developer shall not be responsible for liquidated damages if delay is caused by civil disorder, strike, fire, flood, or other cause not within the control of Developer, and which, by the exercise of reasonable diligence, the Developer is unable to prevent, whether one of the causes enumerated herein. In such case, the time for performance shall be extended by the period of delay occasioned by any such cause.

Section 6.8 – Notices. All notices required by this agreement shall be in writing and mailed, faxed, electronically transmitted or personally delivered.

6.8.1 To the City of Beloit as follows: Lori S. Curtis Luther, City Manager
City of Beloit
100 State Street
Beloit, WI 53511
lutherl@beloitwi.gov

With copy to: Elizabeth A. Krueger, City Attorney
100 State Street
Beloit, WI 53511
kruegere@beloitwi.gov

6.8.2 To the Developer as follows: New Leaf Homes, LLC
John Knabe, Manager
6551 E. Riverside Blvd, Suite 110
Rockford, IL 61114
John@newleafremodeling.com

Section 6.9 – Amendments. No provision of this development agreement may be amended without the written consent of both parties. Neither party shall be deemed to have waived any default in performance by the other party unless such waiver is reduced to writing and signed by an authorized representative of the party waiving such default.

Section 6.10 – Default and Remedies. In the event that either party is in default in the performance of its obligations under this agreement, the other party shall give written notice of such default to the other party. The defaulting party shall be given 30 days within which to cure the default. If the defaulting party fails to cure the default within the time provided, the other party may exercise any remedy available at law or equity. Such remedies include, but are not limited to, liquidated damages, damages for breach of contract, forfeiture action for violation of any applicable city ordinance, injunctive relief or other such remedy.

Section 6.11 – Recording. This document may be recorded by either party.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their respective authorized officers or agents on the date written below.

Dated: _____

Dated: _____

NEW LEAF HOMES, LLC:

CITY OF БЕЛОIT:

By: _____
John Knabe, Manager

By: _____
Lori S. Curtis Luther, City Manager

Attest:

By: _____
Lorena Rae Stottler, City Clerk

Approved as to Form:

By: _____
Elizabeth A. Krueger, City Attorney

STATE OF WISCONSIN)
) ss.
COUNTY OF ROCK)

Personally appeared before me this _____ day of _____, 2016 the above named Lori S. Curtis Luther, City Manager, and Lorena Rae Stottler, City Clerk, to me known to be such City Manager and Clerk of the City of Beloit, and to me known to be the persons who executed the foregoing agreement as such officers of said City, by its authority.

Elizabeth A. Krueger
Notary Public
My Commission is permanent.

STATE OF _____)
) ss.
COUNTY OF _____)

Personally appeared before me this _____ day of _____, 2016 the above named John Knabe, Manager of New Leaf Homes, LLC, to me known to be the person who executed the foregoing agreement as such manager of said LLC, by its authority.

Notary Public, State of _____
My Commission: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 40 of Eagles Ridge Plat No. 1 and 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.

EXHIBIT B

Proposed Final Plat of Eagles Ridge No. 2
(Note: Preliminary Plat shown as placeholder)

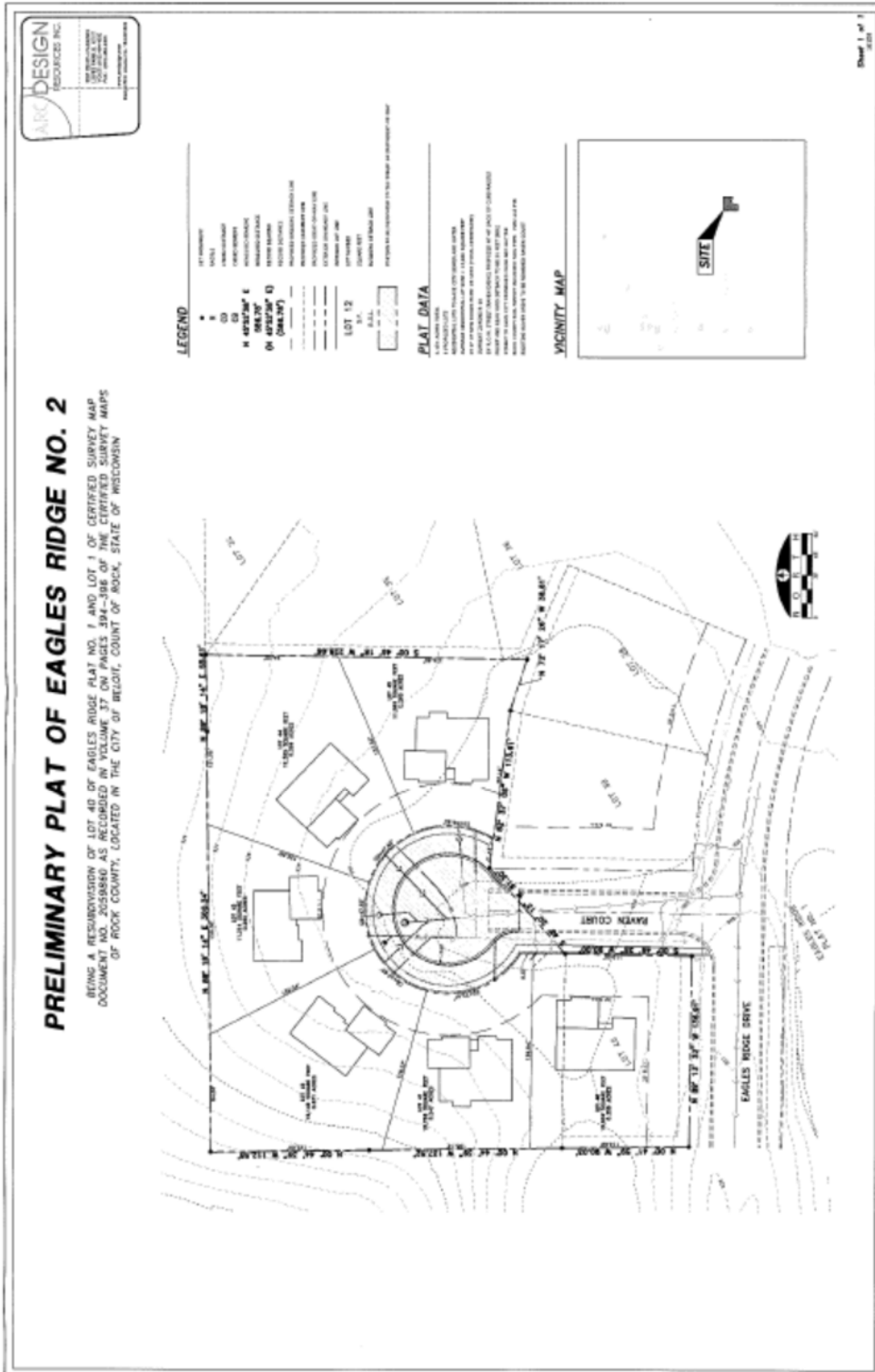


EXHIBIT C

**REQUEST FOR ACCEPTANCE OF LAND DEDICATION,
PUBLIC FACILITIES AND IMPROVEMENTS**

Developer, **New Leaf Homes, LLC**, hereby requests that the City of Beloit accept dedication of the following land and the following public facilities and improvements:

Raven Court right-of-way, including street grading & surfacing, concrete sidewalks, concrete curbs, concrete gutters, concrete driveway aprons, sanitary sewer system and laterals, storm water sewer system, public water supply mains & service laterals for every lot, street lights, street trees, and street signs.

Attached hereto is a reproducible mylar "as built" set of plans or AutoCAD files of all public facilities and improvements which the City is being requested to accept.

Developer warrants that all public improvements and public facilities that the City is being asked to accept are free from defects in workmanship and materials.

New Leaf Homes, LLC

By: _____
John Knabe, Manager

**ACCEPTANCE OF LAND DEDICATION
AND PUBLIC FACILITIES AND IMPROVEMENTS**

The City of Beloit hereby accepts the land dedication, public facilities and improvements described above.

CITY OF BELOIT:

By: _____
Michael F. Flesch, City Engineer

RESOLUTION APPROVING CERTAIN CHANGES TO THE SCHEDULE OF FEES, CHARGES, AND RATES FOR 2017 FOR THE CITY OF БЕЛОIT, WISCONSIN

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

WHEREAS, the Municipal Code provides that fees shall be established by City Council resolution; and

WHEREAS, the City as part of the budget preparation process annually reviews municipal fees, charges, and rates related to costs and services provided by the various departments of the City; and

WHEREAS, the City manages numerous enterprise operations which are either fully or primarily supported through the establishment of user fees necessary to cover related costs for those services; and

WHEREAS, the proposed 2017 budget, including proposed fee adjustments was the subject of a public hearing held on October 17, 2016, wherein citizen comments were encouraged; and

WHEREAS, the City Council has determined that all of the recommended changes to the schedule of fees, charges, and rates set forth hereinafter are reasonable, equitable and necessary to cover the cost of various services included in the 2017 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council adopts and approves the recommended changes to the schedule of fees, charges, and rates as outlined in the following fee schedules, effective January 1, 2017. Said fees shall remain in full force until again set by the City Council.

SECTION 1. DEPARTMENT OF PUBLIC WORKS

A. WASTEWATER FEE

	<u>2016 Rate</u>	<u>2017 Rate</u>
1. Rates Inside the City		
Residential – Customer Charge Monthly	\$6.49	\$6.68
Residential – Treatment Charge per 748 gallons	\$3.04	\$3.13
Commercial – Customer Charge Monthly	\$7.21	\$7.43
Commercial – Treatment Charge per 748 gallons	\$3.38	\$3.48
2. Rates Outside the City		
Residential & Commercial – Customer Charge Monthly	\$8.89	\$9.16
Residential & Commercial – Treatment Charge per 748 gallons	\$4.55	\$4.69

B. STORM WATER FEE

	<u>2016 Rate</u>	<u>2017 Rate</u>
1. Rates		
Erosion Control Permit – 1 to 5 Acres	\$50.00	\$500.00
Erosion Control Permit – More than 5 Acres	\$100.00	\$1,250.00
Storm Water or Erosion Control Plan Amendment	N/A	\$50.00

SECTION 2. DEPARTMENT OF COMMUNITY DEVELOPMENT

A.

	<u>2016 Rate</u>	<u>2017 Rate</u>
1. Plan approval 1& 2 Family New Construction		
State Stamp	\$31.00	\$33.00

SECTION 3. DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES

A. CITY CLERK/TREASURER

	<u>2016 Rate</u>	<u>2017 Rate</u>
1. Late filing fee for liquor/beer licenses if submitted after April 15 annually	N/A	\$100.00

Dated at Beloit, Wisconsin this 19th day of December 2016.

BELOIT

CITY COUNCIL FOR THE CITY OF

David F. Luebke, President

ATTEST:

Lorena Rae Stottler, City Clerk

**RESOLUTION DECLARING DOUBTFUL ACCOUNTS,
AUTHORIZING AMOUNTS TO BE WRITTEN OFF,
AND RECEIVING AND FILING THE 2016
REPORT OF THE COMPTROLLER**

WHEREAS, the City’s adopted administrative policy governing write-offs of delinquent accounts requires the City Council to review and approve any doubtful accounts that exceed \$5,000 which are deemed to be uncollectible; and,

WHEREAS, the Community and Housing Services Director, Economic Development Director, and Director of Accounting recommends the following delinquent utilities, loans made through the City of Beloit Rehabilitation Loan Program, and loans made through the Commercial and Industrial Loan Program, be written off as uncollectible since all property owners are deceased or the properties have been foreclosed and sold to new owners; and

WHEREAS, the City has exhausted all efforts to collect the past due amounts owed; and

WHEREAS, the Rehabilitation and Economic Development loans were completely funded through the federal CDBG and HOME programs; and

WHEREAS, consistent with this policy, the Comptroller (Finance and Administrative Services Director), City Attorney, and the City Manager recommend that the following uncollectible loans and the amounts due should be written off the City’s books.

NOW THEREFORE BE IT RESOLVED the City Council declares the following delinquent accounts as uncollectible:

<u>Delinquent Account Write-Offs</u>		
<u>Loan Number</u>	<u>Location</u>	<u>Amount</u>
000803D-1	1115 Summit (Deceased)	\$14,986.00
022171D-1	1122 Jackson (Deceased)	\$16,200.00
HOM192D-1	1122 Jackson (Deceased)	\$ 3,800.00
080013D-1	1025 Moore (Deceased)	\$10,281.00
022028D-1	1025 Moore (Deceased)	\$ 4,481.58
HOM78D-1	759 Eighth Street (Deceased)	\$ 6,000.00
022241D-1	759 Eighth Street (Deceased)	\$ 5,460.00
022093D-1	1119 Merrill (Deceased)	\$12,705.00
030008D-1	329 Highland Avenue (Deceased)	\$ 6,996.00
Utility	1240 Partridge Avenue (Tax Foreclosure)	\$ 6,824.76
Utility	726 Bluff Street (Tax Foreclosure)	\$ 8,701.34
044612	110 W. Grand Avenue (Econ Dev)	<u>\$33,157.83</u>
	Total	<u>\$129,593.51</u>

BE IT FURTHER RESOLVED that the City Council authorizes the uncollectible accounts and amounts due to be written-off.

BE IT FURTHER RESOLVED the City Council does receive and file the Comptroller's report identifying the accounts declared doubtful or written off that exceed \$5,000.

Adopted this 19th day of December, 2016

David F. Luebke,
City Council President

ATTEST:

Lorena Rae Stottler, City Clerk

CITY OF БЕЛОIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Declaration and Write-off of Doubtful Accounts

Date: December 19, 2016

Presenter(s): Eric R. Miller, Finance and Administrative Services Director

Department(s): Finance and Administrative Services

Overview/Background Information:

The City's Administrative Policy for Doubtful Accounts and Accounts Written-off requires the City Comptroller (Finance and Administrative Services Director) to annually present to the City Council any account of \$5,000 or more that is considered doubtful and should be written off as uncollectible. The Community & Housing Services Director recommends 9 loans, made through the City of Beloit Rehabilitation Loan Program and funded through the CDBG and HOME programs, to be written off as uncollectible. The Economic Development Director recommends 1 loan, made through the Commercial and Industrial Loan Program and funded through the CDBG program, to be written off as uncollectible. The Director of Accounting recommends 2 delinquent utility accounts to be written off as uncollectible. All of the Community Development loans recommended for write off are due to the properties being foreclosed and resold, either by the bank or the county, and/or the lendee being deceased. The Economic Development loan is recommended for write off because the lendees partnership fell apart and a notice of default was presented to lendee. Communications ceases and a personal judgement was signed and filed in November. The utility accounts are being recommended for write off because the properties were sold to new owners by the County at the foreclosure sale and the new owners are not responsible to pay off delinquent utility bills. All reasonable efforts to collect the delinquent accounts have been exhausted at this time. Therefore, in accordance with the City's policy, the accounts are considered to be doubtful and should be written-off as uncollectible.

Key Issues (maximum of 5):

1. The write-offs are consistent with the adopted city policy and Governmental Accounting Standards.
2. All properties have been sold to new owners.
3. We are writing off 12 open loans.
4. Additional efforts to collect the amounts due would further add to the city's expense.

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

N/A

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

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

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

Action required/Recommendation:

Staff recommends Council adoption of the Resolution authorizing the write-off of these doubtful accounts.

Fiscal Note/Budget Impact:

These write-offs are not expected to have any adverse fiscal impact to the City's finances.

LOAN WRITE-OFFS

Name	Address	Circumstances	Original Loan Amount	Balance
Williams, Kenneth 000803D-1 Owner - Deferred Payment COB - 1st mortgage 1/24/1994	1115 Summit	Deceased Rock County tax foreclosure City of Beloit owns	\$ 14,986.00	\$ 14,986.00
Mattarocchio, Dorothy 022171D-1 & HOM192D-1 Owner - Deferred Payment COB - 2nd & 3rd mortgages 10/05/2006 & 12/11/2008	1122 Jackson	Deceased First mortgage foreclosure New property owner	\$ 16,200.00 \$ 3,800.00	\$ 16,200.00 \$ 3,800.00
Hubbard, Kenneth 080013D-1 & 022028D-1 Owner - Deferred Payment COB - 1st & 2nd mortgages 5/05/1997 & 12/13/2000	1025 Moore	Deceased Rock County tax foreclosure New property owner	\$ 10,281.00 \$ 5,495.00	\$ 10,281.00 \$ 4,481.58
Carson, Richard & Bonnie HOM78D-1 & 022241D-1 Owner - Deferred Payment COB - 2nd & 3rd mortgages 2/13/2004 & 6/09/2011	759 Eighth Street	Deceased First mortgage foreclosure New property owner	\$ 6,000.00 \$ 5,710.00	\$ 6,000.00 \$ 5,460.00
Harrison, Hyman & Gisela 22093D-1 Owner - Deferred Payment COB - 2nd mortgage 2/7/2003	1119 Merrill	Deceased First mortgage foreclosure New property owner	\$ 12,705.00	\$ 12,705.00
Richards, Robert 030008D-1 Owner - Deferred Payment COB - 1st mortgage 12/9/1982	329 Highland	First mortgage foreclosure City of Beloit owns	\$ 6,996.00	\$ 6,996.00
Midwest Adventure Group LLC Economic Development Loan 44612 2/1/2013	110 West Grand Avenue		\$ 37,201.14	\$ 33,157.83

LOAN WRITE-OFFS

Name	Address	Circumstances	Original Loan Amount	Balance
Bishop, Dennis & Michelle Parcel #12530390 Delinquent Utility	1240 Partridge Avenue		\$ 6,824.76 \$	6,824.76
J&C Real Estate LLC Parcel #13570715 Delinquent Utility	726 Bluff Street		\$ 8,460.46 \$	8,701.34
Total			\$	129,593.51

RESOLUTION WAIVING RIGHT OF FIRST REFUSAL FOR 2924 WYETTA DRIVE

WHEREAS, the City of Beloit, by virtue of that certain Declaration of Restrictive Covenants for Industrial Park, recorded in Volume 413, Page 415, may hold rights of first refusal to purchase the property commonly known as 2924 Wyetta Drive, Beloit, Wisconsin (the "Property") and other related rights (collectively, the "Rights") as more particularly described herein;

WHEREAS, the Declaration of Restrictive Covenants at Section II, paragraph (2) provides that the City shall have the first right of refusal to repurchase the property proposed for sale or transfer, which may be waived by City Council resolution; and

WHEREAS, the current owner of the Property, Wild Aseptics LLC, a Wisconsin limited liability company ("Seller"), wishes to sell the Property to TRU Beloit Properties, LLC, a Wisconsin limited liability company ("Buyer"); and

WHEREAS, as a necessary prerequisite to the sale of the property from Seller to Buyer, the City of Beloit must waive and release its Rights; and

WHEREAS, the City Council has determined that it is in the best interests of the City to waive its Rights thereunder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beloit, Rock County, Wisconsin that the City does hereby waive, release and relinquish its right of first refusal to repurchase the property at 2924 Wyetta Drive, approves the attached "Waiver and Release" and hereby consents that Wild Flavors Inc., a Wisconsin corporation may sell and convey the referenced property to TRU Beloit Properties, LLC, a Wisconsin limited liability company.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute the Waiver and Release and any other documents necessary to carry out the terms and conditions of this resolution.

Adopted this 19th day of December, 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 WAIVING RIGHT OF FIRST REFUSAL FOR 2924 WYETTA DRIVE

Date: December 19, 2016

Presenter: Elizabeth A. Krueger

Department: City Attorney

Overview/Background Information:

The City was approached about the potential sale of 2924 Wyetta Drive. The City, by virtue of Declaration of Restrictive Covenants, has repurchase rights related to the property. The City has no interest in exercising those rights and wishes to consent to the transfer of the property from Wild Aseptics, Inc., to TRU Beloit Properties, LLC.

The attached Waiver and Release to effectuate the release of the City's rights has been drafted and is included in the packet for council's consideration.

Key Issues:

1. Declaration of Restrictive Covenants permits the City to exercise the Right of First Refusal related to the potential sale of 2924 Wyetta.
2. The City has no interest in the property and wishes to consent to the sale of the property.
3. The attached Waiver and Release will accomplish that purpose.

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

This agreement supports Strategic Goal #1 to create and sustain safe and healthy neighborhoods and Goal #4 to create and sustain a high quality of life.

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

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

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

Action required/Recommendation:

Staff recommends approval of the agreement

Fiscal Note/Budget Impact:

There is no fiscal impact related to this item.

Attachments:

Waiver and Release

Resolution

20160711

16-1234

WAIVER AND RELEASE

Document Number

Document Name

THIS WAIVER AND RELEASE OF RIGHT OF FIRST REFUSAL ("Waiver") is given as of the date set forth at the end of this Waiver, by the City of Beloit, a political subdivision of the State of Wisconsin.

WITNESSETH:

WHEREAS, it appears that the City of Beloit, by virtue of that certain Declaration of Restrictive Covenants for Industrial Park, recorded in Volume 413, Page 415, may hold rights of first refusal to purchase the property commonly known as 2924 Wyetta Drive, Beloit, Wisconsin (the "Property") and other related rights (collectively, the "Rights") as more particularly described herein; and

WHEREAS, the current owner of the Property, Wild Aseptics LLC., a Wisconsin limited liability company ("Seller"), wishes to sell the Property to TRU Beloit Properties, LLC, a Wisconsin limited liability company ("Buyer"); and

WHEREAS, as a necessary prerequisite to the sale of the property from Seller to Buyer, the City of Beloit must waive and release its Rights; and

WHEREAS, the City of Beloit is willing to waive and release its right of first refusal on the terms and conditions set forth herein.

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

- 1. **Release and Waiver.** The City of Beloit hereby agrees to release and waive any Rights it may have, may have had, or may have in the future with respect to any right of first refusal to purchase the Property, any right of repurchase of the Property, or any right to prohibit the leasing of the Property to any entity that would otherwise be qualified to own the Property, as evidenced by, but not limited to Section II(1), (2) and (3) of the Declaration of Restrictive Covenants for Industrial Park, recorded in Volume 413, Page 415.
- 2. **Beneficiaries.** This Waiver is being executed for the benefit of the Buyer and Seller and will inure to the benefit of their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the City of Beloit has executed this Waiver and Release of Right of First Refusal effective as of December ____, 2016.

CITY OF BELOIT

Lori S. Curtis Luther, City Manager

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF ROCK)

Personally came before me this ____ day of December 2016, the above-named Lori S. Curtis Luther to me known to be the person executing the foregoing instrument and acknowledging the same.

THIS INSTRUMENT WAS DRAFTED BY:
Elizabeth A. Krueger
City Attorney
City of Beloit, Wisconsin
16-1234

Elizabeth A. Krueger
Notary Public, Rock County, Wisconsin
My commission is permanent.

Name and Return Address
City Attorney's Office
100 State Street
Beloit, WI 53511

2291-0400
Parcel Identification Number (PIN)

This is not homestead property.

**RESOLUTION APPROVING AN EXTENDED CONTRACT FOR STATEWIDE
STRUCTURAL COLLAPSE TEAM MEMBERS
BETWEEN THE CITY OF БЕЛОIT AND THE STATE OF WISCONSIN**

The City Council of the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached "Extended Contract for Statewide Structural Collapse Team Members" between the City of Beloit and the State of Wisconsin 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 Agreement on behalf of the City of Beloit and to execute any other documents necessary to carry out the terms and conditions of this resolution.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute any future contract related to statewide structural collapse team members providing there are no substantive changes in the terms and conditions thereof.

Adopted this 19th day of December, 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 EXTENDED CONTRACT FOR STATEWIDE STRUCTURAL COLLAPSE TEAM MEMBERS BETWEEN THE CITY OF БЕЛОIT AND THE STATE OF WISCONSIN

Date: December 19, 2016

Presenter(s): Deputy Chief Joe Murray Department(s): Fire Department

Overview/Background Information:

The State of Wisconsin has developed a capability for heavy rescue and collapse rescue response through a multidisciplinary statewide collapse rescue team. Wisconsin Emergency Management provides for this team through contracting with local municipalities for team membership. We have participated in this program since its inception in 2003. The resolution and contract presented to you this evening, contains a revised contract that reflects an expanded mission within the skill sets of the original urban Search and Rescue Team Concept, removes the requirement to medically monitor members, and includes changes that provide for continued funding of the program, including change from maximum funding availability to minimum funding availability.

This resolution will allow us to continue with this program over the next two years. This resolution will also allow us to execute successor agreements that do not contain substantive changes.

Key Issues (maximum of 5):

1. We have trained personnel to provide for this team membership.
2. We are training personnel now for succession planning purposes to maintain the resource.
3. The city will be reimbursed for training time and response of personnel.
4. Participation in this program increases our local response capacity and reduces training costs of maintaining this technical rescue capability.
5. We have also received equipment grants for our Heavy Rescue Apparatus and Technical Rescue Equipment.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.):
This resolution conforms with our strategic plan in creating partnerships with other jurisdictions to develop efficiency in response to specialized incidents.

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

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

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

Action required/Recommendation: Approval of the resolution authorizing the city manager to enter into this agreement. Staff recommends approval.

Fiscal Note/Budget Impact: Entering into this agreement reduces our training cost for this response capacity.



**EXTENDED CONTRACT FOR
STATEWIDE STRUCTURAL COLLAPSE
TEAM MEMBERS**

JANUARY 1, 2017 THROUGH DECEMBER 31, 2018

Between

**STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

And

CITY OF BELOIT, WISCONSIN

DATE: December 31, 2016

**EXTENDED CONTRACT FOR STATEWIDE STRUCTURAL COLLAPSE
TEAM MEMBERS**

1.0 General Contract Information

1.1 **Parties:** This extended contract is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management (hereinafter "Division") and the Beloit Fire Department, City of Beloit, Wisconsin (hereinafter "Contractor") for the provision of Statewide Structural Collapse Team members as described herein and authorized under 2009 Wisconsin Act 43, as codified in §323.72 of the Wisconsin Statutes and as further amended.

1.2 **Recitals:** WHEREAS, in order to protect life and property against the dangers of emergencies involving a catastrophic incident, the Division may assign and make available for use in any county, city, or district, a Statewide Structural Collapse Team.

WHEREAS, the Division desires to enter into this Agreement with Contractor for the provision of team members to serve on one of three statewide platoons comprising the Statewide Structural Collapse Team, and Contractor desires to enter into this Agreement.

HOWEVER, the parties expressly recognize and attest by this Agreement that neither party intends to create or to assume fiduciary responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a structural collapse incident involving a hazardous substance, which is the responsibility and shall remain the sole obligation of the Wisconsin Department of Natural Resources under §§292.11 and 323.60(4), Wis. Stats.

1.3 **Contract Term:** This Agreement shall continue for 2 years commencing January 1, 2017 through December 31, 2018.

2.0 Definitions

2.1 **Definitions:** The following definitions are used throughout this Agreement:

Agreement means this Contract, together with the Exhibits. Exhibits include the following:

- | | |
|-----------|--|
| Exhibit A | Standard Terms and Conditions |
| Exhibit B | Certificate of Protection in Lieu of an Insurance Policy (as Applicable to Contractor) |

State means the State of Wisconsin.

Department means the State of Wisconsin, Department of Military Affairs.

Division means the Division of Emergency Management.

Contractor means the City of Beloit Fire Department, City of Beloit, Wisconsin by which Statewide Structural Collapse Team members will be provided under this Agreement.

Under §323.72(1), Stats., the Division may only contract with local agencies as defined in §323.70(1)(b), Stats.

Local Agency has the meaning under §323.70(1)(b), Stats.

Responsible Party means the person(s), as defined in §323.72(3)(a) and (b), Stats., who possessed or controlled a structure that was involved in the structural collapse or the person who caused the structural collapse which caused the emergency to which Contractor has responded.

Regional Emergency All-Climate Training Center (REACT) is a training facility owned by the State of Wisconsin, Department of Military Affairs and operated by the Division of Emergency Management.

Structural collapse means an incident involving all types of construction with emergency response activities that include expertise in 1) evaluating existing and potential conditions at structural collapse incidents; 2) recognizing unique collapse or failure hazards; 3) conducting search operations intended to locate victims trapped inside and beneath collapse debris; 4) accessing victims trapped inside and beneath collapse debris; 5) performing extrication operations involving packaging, treating, and removing victims trapped within and beneath collapse debris; and 6) stabilizing the structure. Structural collapse may include urban search and rescue.

Structural Collapse Team Member means an individual provided by Contractor serving as a team member on one of three platoons comprising the Statewide Structural Collapse Team to provide statewide structural collapse emergency response that meets the standards under the National Fire Protection Association standards NFPA 1001 and 1670, as further amended.

Statewide Structural Collapse Team Platoon means a component of the Statewide Structural Collapse Team made up of team members provided by the Contractor and/or designated employees of the Contractor who are expected to respond to, control, and/or stabilize the actual or potential incident.

Urban Search and Rescue (US&R) involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches. Urban Search and Rescue is considered a "multi-hazard" discipline, as it may be needed for a variety of emergencies or disasters, including earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.

Urban Search and Rescue Task Force (US&R Task Force) is a team of individuals comprised of firefighters, engineers, medical professionals, canine/handler teams and incident managers with highly specialized training in urban search and rescue.

WI Task Force 1 Urban Search & Rescue (WI-TF1) means the name of the Statewide Structural Collapse Team.

3.0 Statement of Work

- 3.1 **Services to be provided by Contractor:** During the term of this Agreement, the Contractor agrees to provide statewide structural collapse team members for the three statewide platoons comprising the Statewide Structural Collapse Team (also known as WI-TF1).

Contractor's response activities under this Agreement shall be limited to emergency operations, reporting and documentation of activities arising from catastrophic incidents which threaten life, property and/or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing, analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident, as determined by the Contractor.

WI-TF1 shall establish safety perimeters at or near sites and vessels. WI-TF1 shall not be required to locate underground utilities, insure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

The Division and Contractor make no representations to third parties with regard to the ultimate outcome of the urban search and rescue services to be provided, but Contractor and Division shall respond to the best of its abilities, subject to the terms of this Agreement.

- 3.2 **Performance Conditions:** Contractor acknowledges that it shall demonstrate to the Division that its employees designated as structural collapse teams members, urban search and rescue equipment, and associated vehicles meet or exceed applicable NFPA training standards and any regulatory requirements.
- 3.3 **Personnel:** Contractor shall provide qualified and competent personnel as identified by Contractor and designated by the Division as is reasonably necessary to operate within the safety levels of a statewide structural collapse team. Contractor understands and agrees that identified team members will meet applicable training standards and certifications at the time they are identified by Contractor to serve as members of WI-TF1.
- 3.4 **Vehicles and Equipment:** If the Division requests vehicles and equipment from the Contractor, it shall limit its activities to that which can be safely accomplished within the technical limitations of the available vehicles and equipment. Contractor may retain urban search and rescue equipment and vehicles provided by grant funding through the Division for Contractor's local use, however, Contractor agrees that in the event of multiple responses, said equipment which is already not committed to a prior response shall be used on a priority basis to respond to an incident.
- 3.5 **Vehicle and Equipment Use Limitations:** This Agreement in no way limits the Contractor from responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements, or other contracts under local authority.
- 3.6 **Response Procedures and Limitations:** Contractor recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Contractor agrees that if local

fire response obligations in Contractor's own jurisdiction create limits or unavailable resources, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction.

Contractor and Division agree that WI-TF1 or components of the task force may be utilized for any incident for which its members are trained and qualified, including wide area search incidents. It is recognized that the Statewide Structural Collapse team created under § 323.72 Wis. Stats. is organized as an Urban Search and Rescue Task Force and its capabilities are not limited to structural collapse.

Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request pursuant to Standard Operating Guidelines provided in Subsection 3.8 herein.

- 3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Contractor may decline a request for a Statewide Structural Collapse Team emergency response.
- 3.8 **Standard Operating Guidelines:** Contractor and Division agree that WI-TF1 operations will be conducted in accordance with Standard Operating Guidelines and "Call-Out Procedure" that will be mutually approved by the parties to this Agreement. Contractor agrees and understands that it shall not self deploy structural collapse teams members to a catastrophic incident. The Division shall notify Contractor of the need for structural collapse team member deployment and the need for mustering a platoon of WI-TF1 at the REACT.

4.0 Training Costs and Reimbursement for Emergency Response

There are two types of Contractor costs under this Agreement: (1) Required Training Costs, and (2) Team Response Costs. Each of these costs are discussed more fully below.

- 4.1 **Required Training Costs:** Under §323.72(1), Stats., team personnel shall be trained and certified to the standards under the National Fire Protection Association standards NFPA 1001 and 1670, as further amended. As a condition of this Agreement, Contractor agrees that all team personnel shall attend urban search and rescue training and refresher training at the Regional Emergency All-Climate Training Center (REACT), which is owned and operated by the Division or at a location pre-approved in writing by the Division. The urban search and rescue and refresher training shall be a minimum of eighteen (18) hours per team member per annum. Additional specialty training is available at REACT. All team personnel attending training at REACT shall be in a non-duty status with Contractor. To facilitate planning for required training, the REACT training schedule shall be posted at minimum of twelve months in advance. This does not include specialized training which may be made available to team personnel with less advance notice. Required urban search and rescue training will be in accordance with the WI-TF1 Attendance Policy. Any

team personnel who have not attended or completed the required training will not be allowed to respond under the scope of this Agreement. Team personnel shall also keep current any state required certifications. The Division shall maintain all urban search and rescue and refresher training records on each team member for training received at REACT.

- 4.2 **Team Response Costs and Reimbursement:** Under §323.72(2), Stats., the Division shall reimburse the Statewide Structural Collapse Team for costs incurred by the team in responding to an emergency involving a structural collapse incident if the team determines that a structural collapse emergency requiring a response existed. Reimbursement is limited to amounts collected from the responsible person(s) as defined in §323.72(3) (a) and (b), Stats. Reimbursement under this subsection is available only if the Statewide Structural Collapse Team has identified the person who is required to reimburse the Division and provided that information to the Division. Further, Contractor shall comply with all Division-approved reimbursement procedures and/or duly enacted Administrative Rule(s).

A person shall reimburse the Division for costs incurred by the Statewide Structural Collapse Team in responding to an emergency if the team determines that an emergency requiring the team's response existed and that one of the following conditions applies:

- (1) The person possessed or controlled a structure that was involved in the structural collapse.
- (2) The person caused the structural collapse.

In the event a responsible person has been identified, Contractor shall be reimbursed for reasonable and necessary Team member response costs incurred in responding to a catastrophic incident under this Agreement. Such Team response costs may include, but are not limited to:

- (1) Reimbursement for use of Vehicle(s) and Apparatus: Contractor shall be reimbursed for the approved use of its vehicles and equipment at FEMA-established rates.
- (2) Personnel Expenses: Contractor's team response personnel expenses which are approved and authorized under this Agreement are reimbursable at \$45.00 per hour per deployed team member. During an emergency deployment, this shall be calculated as portal to portal.
- (3) Backfill expenses: Contractor's personnel backfill expenses to cover deployed team members are reimbursable at the Contractor's actual cost.
- (4) Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such expenses must be based on actual expenditures and fully documented by the

Contractor. The Division reserves the right to deny any reimbursement of unjustifiable Contractor expenditures.

- 4.3 **Minimum Contract Payment for Training Costs:** This Agreement shall have a minimum contract payment for training costs based upon \$45 per hour for the minimum of eighteen (18) hours per team member per annum in accordance with the WI-TF1 Attendance Policy. Payment for training costs will be made to Contractor on a quarterly basis. The payment will be determined by the actual hours of Division-approved training received by Contractor's team members during that quarter multiplied by \$45 per hour. In addition to the minimum contract payment, the Division will pay for enhanced training for specialty job assignments for team members as well as logistical and administrative support as determined and approved in advance by the Division. The minimum contract payment for training does not, however, include Contractor's team response costs as specified in Subsection 4.2 of this Agreement. Contractor's personnel backfill expenses to cover team members in training status are not reimbursable.

No additional Contractor payment or reimbursement shall be paid or any additional demands placed on Contractor under this Agreement unless otherwise specifically agreed to by the Division and the Contractor, and upon written amendment to this Agreement. The Division's reimbursement(s) shall be full payment for services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the services authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of team response costs except where partial payment has been made due to limitations as set forth above.

- 4.4 **Billing System for Division Reimbursement of Team Response Costs:** Contractor will provide an invoice for its team member response costs to the Division within ten (10) working days of the response. The Division will not bill responsible person(s) unless it receives an invoice from the Contractor. Contractor's claim for reimbursement shall contain such documentation as is necessary to support the Division's cost-recovery operations and financial audits. The Division agrees to bill responsible person(s) for the WI-TF1 response costs. Team response costs include such items as vehicle and equipment use, expendables and personnel costs. In addition, Division administrative costs may be billed as part of the emergency costs. Further, Contractor shall comply with all Division-approved procedures and/or duly enacted Administrative Rule(s).

The Division shall bill identified responsible person(s) within sixty (60) days of receipt of Contractor's invoice. Contractor's team response costs shall be collected by the Division from the responsible person(s) before any payment is made to the Contractor. Contractor agrees to cooperate with the Division as is reasonable and necessary in order to allow the Division to bill third parties and pursue cost recovery actions.

- 4.5 **Approval:** The Division shall notify Contractor of the need for structural collapse team member deployment and the need for mustering a platoon of WI-TF1 at the REACT. Contractor agrees and understands that it shall not self deploy structural collapse teams members to a catastrophic incident. Contractor may deploy structural collapse team

members directly to an ongoing catastrophic incident at the request of the Division. Contractor agrees to make reasonable and good faith efforts to minimize Responsible Party and/or Division expenses.

- 4.6 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution for any Public Employees Retirement Withholding System benefit(s). Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.
- 4.7 **Worker's Compensation:** A member of the Statewide Structural Collapse Team who is acting under the scope of this Agreement is an employee of the State for purposes of Worker's Compensation under §323.72(4) of the Wisconsin Statutes.
- 4.8 **Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as just, due, and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due, and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.
- 4.9 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a catastrophic incident emergency except as approved and authorized under this Agreement.

5.0 Liability and Indemnity

- 5.1 **Scope:** During operations authorized by this Agreement, Contractor and members of the Statewide Structural Collapse Team shall be agents of the State of Wisconsin for purposes of §895.46(1), Stats. For the purposes of this Article, operations means activities, including travel, directly related to a particular emergency response involving a catastrophic incident by the Statewide Structural Collapse Team. Operations also include advanced training activities provided under this Agreement to members of WI-TF1, but does not include travel to and from the training.
- 5.2 **Civil liability exemption; regional emergency response teams and their sponsoring agencies:** Under §895.483(4), Wis. Stats., a regional structural collapse team, a member of such a team, and a local agency, as defined in s. §323.70 (1) (b), that contracts with the division of emergency management in the department of military affairs for the provision of a regional structural collapse team, are immune from civil liability for acts or omissions related to carrying out responsibilities under a contract under §323.72 (1), Stats.
- 5.3 **Contractor Indemnification of State:** When acting as other than an agent of the Division under this Agreement, and when using the State's or Division's vehicles or equipment, the Contractor shall indemnify, defend and hold harmless the State, Division,

its officers, Divisions, agents, employees, and members from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees.

6.0 Insurance Provisions

- 6.1 **Public Liability and Property Damage Insurance:** Contractor shall maintain, at its own expense, and keep in effect during the term of this Agreement, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage is one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program or alternative funding source(s), attached hereto as "Exhibit B". The Certificate is required to be presented prior to commencement of this Agreement.

- 6.2 **Automobile Liability:** Contractor and team members shall obtain and keep in effect motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. This coverage may be written in combination with the commercial liability, bodily injury and property damage insurance mentioned in Subsection 6.1. Minimum coverage limits shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program, or alternative funding source(s) attached hereto as "Exhibit B". The Certificate is required to be presented prior to commencement of this Agreement.

- 6.3 **Notice of Cancellation or Change:** Contractor agrees that there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the Division.

- 6.4 **Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, Contractor shall provide an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement. The insurance certificate is required to be presented prior to commencement of this Agreement.

7.0 Standard Contract Terms, Conditions and Requirements

- 7.1 **Disclosure of Independence and Relationship:** Contractor certifies that no relationship exists between the Statewide Structural Collapse Team, the State or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest

with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interest of the State.

Contractor agrees as part of this contract for services that during performance of this contract, they will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interests of the State.

- 7.2 **Dual Employment:** §16.417 of the Wisconsin Statutes, prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 7.3 **Employment:** Contractor will not engage the service of any person or persons now employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department of Military Affairs and the Division.
- 7.4 **Conflict of interest:** Private and non-profit corporations are bound by §180.0831 and §181.225 Wis. Stats., regarding conflicts of interest by directors in the conduct of state contracts.
- 7.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles, and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 7.6 **Hold Harmless:** The Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin shall be held harmless in any disputes the team and/or fire department may have with their employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.
- 7.7 **Termination of Agreement:** The Division and/or Contractor may terminate this Agreement at any time **for cause** by delivering one hundred twenty (120) days written notice to the other Party. Upon termination, the Division's liability will be limited to the pro rata cost of the training costs provided under Subsection 4.1 as of the date of termination plus expenses incurred with the prior written approval of the Division. Upon termination, Contractor will refund to the Division within one hundred twenty (120) days of said

termination pro rata training payments made hereunder by the Division to the Contractor.

Contractor may terminate this Agreement **at will** by delivering one hundred twenty (120) days written notice to the Division. In the event the Contractor terminates this Agreement for any reason whatsoever, it will refund to the Division within one hundred twenty (120) days of said termination all payments made hereunder by the Division for training costs, under Subsection 4.1, provided to the Contractor for the contract year in which the termination occurs based in proportion to the number of days remaining in the contract year.

The Division may terminate this Agreement **at will** effective upon delivery of written notice to the Contractor, under any of the following conditions:

(1) If funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training, the Agreement may be modified to accommodate a reduction or increase in funds.

(2) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

(3) If any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Section 5.0 will be limited to events occurring during the term of this Agreement.

7.8 **Cancellation:** The State of Wisconsin reserves that right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the Contractor to comply with the terms, conditions, and specifications of this Agreement.

7.9 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for contract performance whether or not subcontractors are used.

Contractor is encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.

Contractor shall file with the Department of Military Affairs quarterly reports of purchases of such supplies and services necessary for the implementation of this Agreement.

- 7.10 **Executed Contract to Constitute Entire Agreement:** The contents of the Agreement including Exhibits and additional terms agreed to, in writing, by the Division and the Contractor shall become a part of the Agreement herein. The written Agreement with referenced parts and attachments shall constitute the entire Agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to, in writing, by the contracting authority.
- 7.11 **News Releases:** News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.
- 7.12 **Applicable Law:** This Agreement shall be governed under the laws of the State of Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which may in any manner affect the work or its conduct.
- 7.13 **Assignment:** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 7.14 **Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
- 7.15 **Force Majeure:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war which is beyond that party's reasonable control.
- 7.17 **Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees and members. Such reports shall be directed to:

ATTN: Administrator
Division of Emergency Management
DMA Wisconsin
PO Box 7865
Madison, WI 53707-7865
Telephone #: (608) 242-3232
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of Legal Counsel, WING-LGL
WI Dept. of Military Affairs
PO Box 8111
Madison, WI 53708-8111

- 7.17 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 7.18 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of Division and Contractor.
- 7.19 **Approval Authority:** Contractor's representative(s) certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and agreements on behalf of the local government entity.
- 7.20 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon one hundred twenty (120) days prior written notice, terminate this contract if funds are not available.
- 7.21 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, State, or Contractor shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall effect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, State or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- 7.22 **Construction of Agreement:** This Agreement is intended to be solely between the parties hereto. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- 7.23 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained any previous correspondence from the Division, it is agreed between the parties that the language in this Agreement shall prevail.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

Dated this ____ day of _____, 2016

Brian M. Satula, Division Administrator

On Behalf of the City of Beloit
A Municipal Corporation

Dated this ____ day of _____, 201__

Signature: _____
Printed Name: Lori S. Curtis Luther
Title: City Manager
Address: City Hall, 100 State Street
City/State: Beloit, WI Zip: 53511

Attest: _____
Lorena Rae Stottler, City Clerk

On Behalf of the City of Beloit Fire Department

Dated this ____ day of _____, 201⁶

Signature: _____
Printed Name: Bradley J. Liggett
Title: Fire Chief
Address: 1111 Church Street
City/State: Beloit, WI Zip: 53511

Approved as to form:

Dated this ____ day of _____, 201__

Signature: _____
Printed Name: Elizabeth A. Krueger
Title: City Attorney
Address: City Hall, 100 State Street
City/State: Beloit, WI Zip: 53511

Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements

are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).
- State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

**RESOLUTION AUTHORIZING THE SALE OF AN APPROXIMATELY 5.12 ACRE
PORTION OF 1801 GATEWAY BOULEVARD TO
GATEWAY BREWING COMPANY, LLC.**

The City Council of the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached offer to purchase from Gateway Brewing Company, LLC, dated November 29, 2016, to purchase approximately 5.12 acres of 1801 Gateway Boulevard from the City of Beloit be, and is hereby, accepted, subject to the terms in Counter-Offer #3.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute the offer to purchase and Counter-Offer #3 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 the contract.

Adopted this 19th day of December, 2016.

City Council of the City of Beloit

David F. Luebke, President

Attest:

Lorena Rae Stottler, City Clerk

tdh\resolution\1801 Gateway Blvd =res=20161212 (16-1237)

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Resolution Authorizing The Sale of an Approximately 5.12 Acre Portion Of 1801 Gateway Boulevard Gateway Brewing Company, LLC

Date: December 19, 2016

Presenter: Andrew Janke

Department: Economic Development

Overview/Background Information:

Lee and Jill Gunderson are interested in purchasing a 5.12 acre site in the Gateway Business Park to develop a full restaurant and craft brewery to be called G5 Brewing Company, LLC. The primary business of G5 Brewing Company is a craft brewery that will produce craft beers from a 10 barrel brewing system. The 10 barrel brewing system will produce between 8 – 10 regular and seasonal beers. It is anticipated steady growth in beer production and could reach as many as 10,000 barrels annually.

The craft brewing business will be combined with a 150-170 seat bar and restaurant, along with an outdoor beer garden. G5 Brewing is proposing 9,750 square foot building to accommodate the brewery and restaurant. The brewery itself initially will be 3,126 square feet with the potential to expand as product demand increases and market share increases. The remaining 6,600 square feet will be comprised of space for the restaurant, kitchen, bar, and seating areas. It is anticipated the business will employ between 50-70 full and part-time workers between the brewery and restaurant when fully operational.

The proposed site at 1801 Gateway Boulevard is located directly across from NorthStar Medical Radioisotopes and is ideally suited for the proposed use. Currently the site is Zoned C-1 which is appropriate for the initial use. To accommodate the projected volume of growth in beer projection the City and the Buyers will jointly apply to rezone the property to M-1.

The buyer will need to obtain a permit from the State of Wisconsin to operate the craft brewery and a license from the City to operate the bar/restaurant.

Assuming a closing by the end of February 2017, the Gunderson's will utilize the winter to finalize their design, obtain permits and then hope to begin construction in the spring of 2017 and open by the fall of 2017.

Key Issues:

Key Issues relating to the Offer to Purchase and Counter Offer #3

1. The negotiated sales price will be \$25,600
 2. Closing is scheduled for no later than February 28, 2017
 3. A CSM creating the parcel will be created and filed prior to closing
 4. The City has the ability to repurchase the property at the sale price if construction does not begin on-site within one year of closing
-

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

This business development project clearly supports Goal #3 of the City of Beloit's Strategic Plan since it will result in the creation of new jobs and will leverage new private investment.

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

- **Reduce dependence upon fossil fuels** N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** N/A
- **Meet the hierarchy of present and future human needs fairly and efficiently** The project achieves this by potentially creating good paying jobs. The project will also be developed in an existing business park and therefore will not contribute to urban sprawl.

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

Action required/Recommendation:

City staff recommends approval of the Offer to Purchase

Fiscal Note/Budget Impact:

Proceeds from the land sale will be applied to TID #10 and the proposed private improvements will generate additional increment to the district.

Attachments:

Offer to Purchase and Counter-Offer #3

WB-44 COUNTER-OFFER

Counter-Offer No. 3 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 11/29/2016 and signed by Buyer Gateway Brewing Company, LLC
2 for purchase of real estate at 5.12 acres, more or less as described in the Offer to Purchase
3 _____ is rejected and the following Counter-Offer is hereby made.

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following:

7 1. Lines 8-9 - Purchase price of Twenty-Five Thousand Six Hundred and no/100 dollars. (\$25,600)

8 2. Lines 29-31- Binding acceptance by Buyer and Seller no later than December 22, 2016.

9 3. Lines 70-71 - Closing no later than February 28, 2017.

10 4. The offer to purchase, as well as this counter-offer #3 by Seller, are subject to the approval of the Beloit City Council.

11 5. Line 55 is jankea@beloitwi.gov

12 6. Lines 346-350 at seller's expense. (It is anticipated that M-1 is the proper zoning, but "for its proposed use described
13 at lines 306-308" is still effective.)

14 7. Seller shall have repurchase rights to the property if the Buyer does not begin construction within 12 months of closing.

15 Should Seller exercise its right to repurchase, the purchase price shall be \$25,600. Title shall be conveyed back to Seller

16 by warranty deed, free and clear of all encumbrances except municipal and zoning ordinances, recorded easements,

17 building and use restrictions and covenants.

28 The attached _____ is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

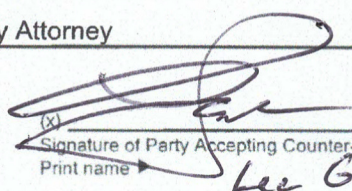
30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before December 22, 2016

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Elizabeth A. Krueger, City Attorney on 12/12/2016
37 Licensee and Firm ▲ Date ▲

38 (x) _____
39 Signature of Party Making Counter-Offer ▲ Date ▲
40 Print name ▶ City of Beloit by Lori S. Curtis Luther, City Manager

(x)  _____ 12/12/16
Signature of Party Accepting Counter-Offer ▲ Date ▲
Print name ▶ Lee Gunderson

41 (x) _____
42 Signature of Party Making Counter-Offer ▲ Date ▲
43 Print name ▶

(x) _____
Signature of Party Accepting Counter-Offer ▲ Date ▲
Print name ▶

44 This Counter-Offer was presented by _____ on _____
45 Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON November 29, 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, Gateway Brewing Company, LLC
4 _____, offers to purchase the Property

5 known as [Street-Address] 5.12 acres, more or less, described in the attached "RHB ORDER NO. 32347"
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: -----One Dollar-----
9 _____ Dollars (\$ 1.00).

10 ■ EARNEST MONEY of \$ 0.00 accompanies this Offer and earnest money of \$ 0.00
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: C-1

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 _____. 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): Andrew Janke
41 Buyer's recipient for delivery (optional): _____

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

44 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: _____
50 Delivery address for Buyer: _____

51 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): _____
56 E-Mail address for Buyer (optional): G5brewingcompany@gmail.com

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

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
 61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
 62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
 64 notice or knowledge of Conditions Affecting the Property or Transaction (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 _____
 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**

298 If Buyer contemplates developing Property for a use other than the current use,
299 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
300 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
301 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
302 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
303 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
304 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
305 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
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: A Brewpub as defined at
307 Section 125.02 (2h) of the Wisconsin statutes.

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 180 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: (including but not limited to) 1. Brewers Notice from the Alcohol and Tobacco and Trade Bureau, 2. Wisconsin
337 Department Revenue Brewpub permit, 3. City of Beloit Class B licensees and Class C license.

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 5.12 acres, maximum of 5.13 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: The parties will have reasonable times to complete their contractual obligations.

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

417 **TITLE EVIDENCE**

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

424 _____
425 _____
426 _____

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

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

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

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

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

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 _____
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.

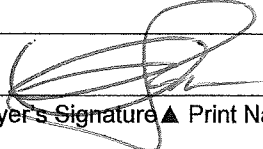
525 **ADDENDA:** The attached CSM # 1999527 and RHB ORDER NO. 32347 _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 _____
528 All references to "Broker," "Agent," and the like refer to Robert G. Blakely, who is an attorney and not a licensee of the
529 Wisconsin Department of Safety and Professional Services.
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Robert G. Blakely, Blakely & Blakely Law Firm

536 _____ on November 29, 2016

537 (X)  member November 29, 2016
538 Buyer's Signature ▲ Print Name Here ► Gateway Brewing Company, LLC Date ▲

539 (X) _____
540 Buyer's Signature ▲ Print Name Here ► _____ Date ▲

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

542 _____ Broker (by)

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

546 (X) _____
547 Seller's Signature ▲ Print Name Here ► City of Beloit Date ▲

548 (X) _____
549 Seller's Signature ▲ Print Name Here ► _____ Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] Blakely & Blakely Law 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 ▲

Exhibit A



1999527

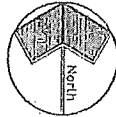
CERTIFIED SURVEY MAP

RANDAL LEVES
REGISTER OF DEEDS
ROCK COUNTY, WI
RECORDED ON
03/18/2014 01:53:52PM

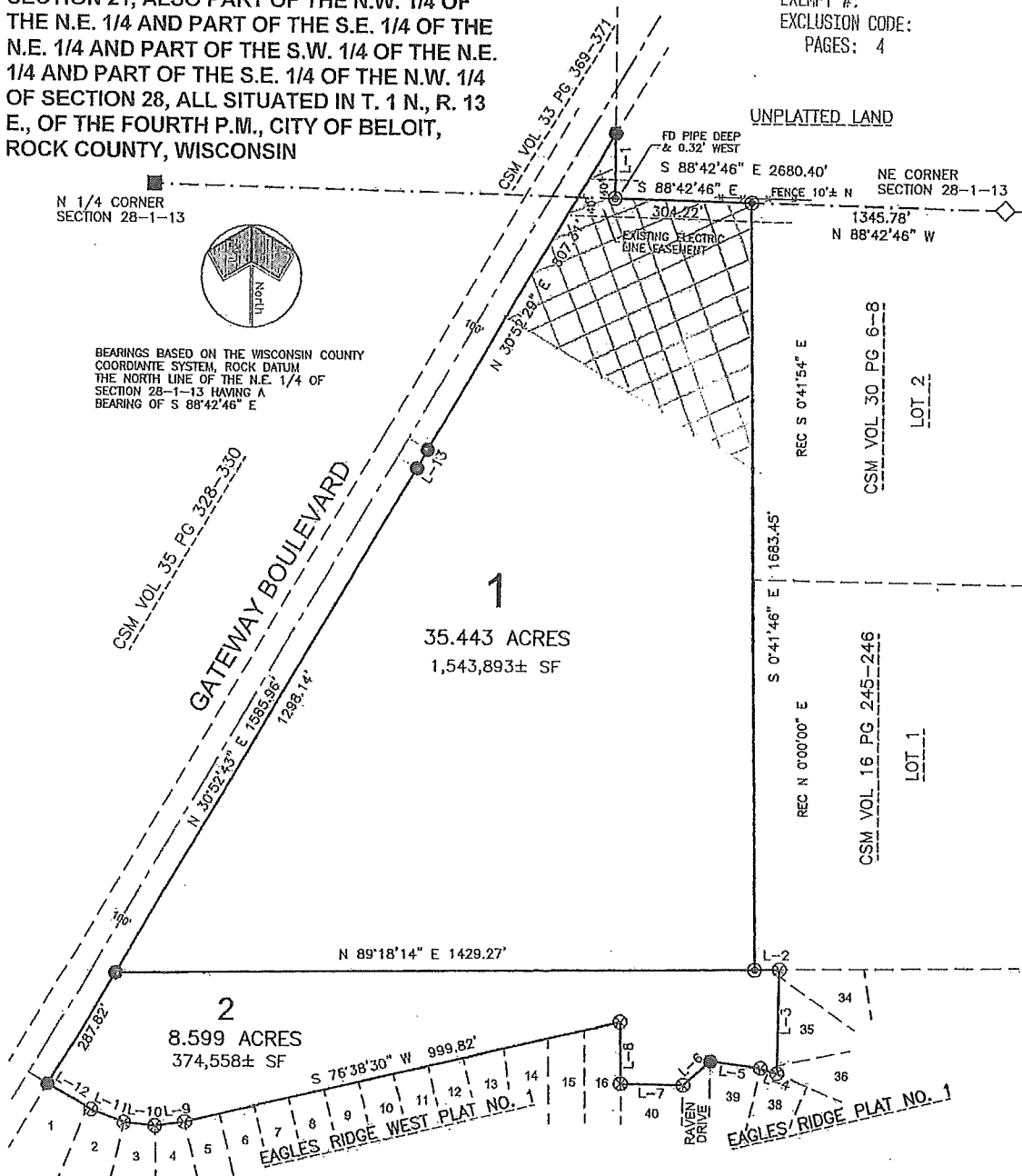
OF PART OF THE S.W. 1/4 OF THE S.E. 1/4 OF SECTION 21, ALSO PART OF THE N.W. 1/4 OF THE N.E. 1/4 AND PART OF THE S.E. 1/4 OF THE N.E. 1/4 AND PART OF THE S.W. 1/4 OF THE N.E. 1/4 AND PART OF THE S.E. 1/4 OF THE N.W. 1/4 OF SECTION 28, ALL SITUATED IN T. 1 N., R. 13 E., OF THE FOURTH P.M., CITY OF BELOIT, ROCK COUNTY, WISCONSIN

REC FEE: 30.00
EXEMPT #:
EXCLUSION CODE:
PAGES: 4

N 1/4 CORNER SECTION 28-1-13

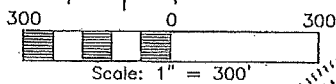


BEARINGS BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM, ROCK DATUM THE NORTH LINE OF THE N.E. 1/4 OF SECTION 28-1-13 HAVING A BEARING OF S 88°42'46" E



1
35.443 ACRES
1,543,893± SF

2
8.599 ACRES
374,558± SF

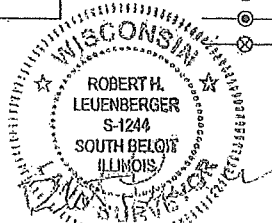


Scale: 1" = 300'

MONUMENT KEY

- Iron Rebar Set 3/4" x 24" (1.5 Lbs./Ft.)
- ⊙ Iron Pipes Found -X-X- Fences
- ⊗ 3/4" Iron Rebar Found
- ⊘ 1 1/4" Round
- ⊙ Iron Pin Found
- Conc. Mon. Found
- ◇ C. I. Mon. Box/Pin

ORDER NO. 31613
BOOK 553 PAGE 39
DATE FEBRUARY 28, 2014
FOR CITY OF BELOIT
SHEET 1 OF 4



Batterman
engineers surveyors planners

2857 Bartells Drive Beloit, Wisconsin 53511
608.365.4464 www.rhbatterman.com



100

PART OF LOT 1 OF CERTIFIED SURVEY MAP DOCUMENT NO. 1999527 AS RECORDED IN VOLUME 36 OF CERTIFIED SURVEY MAPS ON PAGES 100-103, BEING A PART OF THE N.W. $\frac{1}{4}$ OF THE N.E. $\frac{1}{4}$ OF SECTION 28, T. 1 N., R. 13 E. OF THE 4TH P.M., CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS:

Beginning at the Northeast corner of Lot 1 aforesaid; thence South $0^{\circ}41'46''$ East 594.37 feet along the East line of said Lot 1; thence North $59^{\circ}07'30''$ West 647.75 feet to the Easterly right of way line of Gateway Boulevard; thence North $30^{\circ}52'29''$ East 476.63 feet along said right of way line to the most Northerly corner of said Lot 1; thence South $0^{\circ}00'05''$ East 140.34 feet; thence South $88^{\circ}42'46''$ East 304.22 feet to the place of beginning. Containing 5.12 acres more or less.

RHB ORDER NO. 32347

G5 BREWING COMPANY