



**AGENDA  
BELOIT CITY COUNCIL  
100 State Street, Beloit WI 53511  
City Hall Forum – 7:00 p.m.  
Monday, March 20, 2017**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
  - a. Proclamation honoring the Beloit Youth Hockey Association Squirt C Team as Wisconsin Amateur Hockey Association (WAHA) 1C State Champions (Leavy)
4. PUBLIC HEARINGS
5. PUBLIC COMMENTS
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 and Special meeting of March 6, 2017 (Stottler)
  - b. Resolution approving Second Amendment to Farm Lease- 3015 Cranston Road (Janke)
  - c. Resolution approving Second Amendment to Gateway Farm Lease (Janke)
  - d. Resolution approving Second Amendment to Gateway Farm Lease II-A (Janke)
  - e. Resolution approving Second Amendment to Gateway Farm Lease II-B (Janke)
  - f. Resolution approving Second Amendment to Hexter Long Farm Lease (Janke)
  - g. Resolution approving Second Amendment to Willowbrook Farm Lease (Janke)
  - h. Resolution authorizing Final Payment of Public Works Contract C16-07, Street Resurfacing (Boysen)
  - i. Resolution approving Change of Agent on the Class “B” Beer and “Class B” intoxicating Liquor License of Beloit Professional Baseball Association, Inc. d/b/a Beloit Snappers, 2301 Skyline Drive, from Timothy Hinds to Seth Egan Flolid for the licensing period ending June 30, 2017 (Stottler) ABLCC recommendation for approval 4-0.
  - j. Resolution approving Change of Agent on the Class “A” Beer and “Class A” intoxicating Liquor License of Wal-Mart Stores East, LP, d/b/a Wal-Mart Supercenter #2532, 2785 Milwaukee Road to Jeffrey C. Scheuerell for the licensing period

ending June 30, 2017 (Stottler) ABLCC recommendation for approval 4-0.

- k. Resolution approving a new Class "B" Beer and "Class B" Intoxicating Liquor License for J T Hankins LLC, d/b/a The Restaurant at "Muni", located at 1611 Hackett Street, (Krueger-Haskell Golf Course Clubhouse) Joelle K. Hankins, Agent (Stottler) ABLCC recommendation for approval 4-0.
- l. Resolution approving Operating Agreement with JT Hankins, LLC for the Operation of Concessions at Krueger Haskell Golf Course (Boysen)
- m. Resolution approving a new Class "B" Beer and "Class B" Intoxicating Liquor License for Inked Sports Bar LLC, d/b/a Inked Sports Bar, located at 443 E. Grand Avenue, Justin A. Christophersen, Agent (Stottler) ABLCC recommendation for approval 4-0.
- n. Application for a Conditional Use Permit to allow a ground-floor office use in the CBD-1, Central Business District-Core, for the property located at 310 State Street (Christensen) Refer to Plan Commission
- o. Application for a Conditional Use Permit to allow food production and distribution in a C-3, Community Commercial District, for the Piggly Wiggly property located at 1827 Prairie Avenue (Christensen) Refer to Plan Commission
- p. Relocation Order to Acquire a Highway Easement and Temporary Limited Easement (Christensen) Refer to Plan Commission
- q. Resolution setting a date for a Public Hearing for the Vacation of Penny Lane Right-of-Way in the City of Beloit (Christensen) Accept and Refer to Plan Commission

## 7. ORDINANCES

## 8. APPOINTMENTS

## 9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

## 10. CITY MANAGER'S PRESENTATION

## 11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Resolution approving 2017 Community Development Block Grant (CDBG) Local funding Priorities (Christensen)
- b. Resolution approving Compensation Adjustment for the City Manager for the Calendar Year 2017 (Luebke)

## 12. ADJOURNMENT

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

Dated: March 15, 2017  
Lorena Rae Stottler  
City of Beloit City Clerk  
[www.beloitwi.gov](http://www.beloitwi.gov)

City Council meetings occur on the first and third Mondays of the month. Meetings are televised on Charter Cable Access digital channel 992, and are live streamed via the Beloit Access Television (BATV) YouTube Channel. Council meetings are rebroadcast on Charter Cable Access digital channel 992 multiple times throughout the week, and are archived on the BATV YouTube Channel for viewing at your leisure.

Head Coach: David Wandell

Assistant Coaches: Dakota Kellogg, Mike McCarthy, Christian Oyer

Team Manager: Mandy McCarthy

Team Scheduler: Kyle Staack

Team: Blake Becker, Brandon Becker, Andrew Buckley, Jasmine Dickmann, Max Fischer, Carter Fry, Gentry Grant, Ezekial Hardt, Santiago Herrera, Grant Kiger, Ian McCarthy, Jason Rice-Eggen, Luke Staack, Jillian Traver

**WHEREAS**, the City Council of the City of Beloit wishes to acknowledge those individuals and organizations who, through their actions, help to make Beloit an outstanding community in which to live, learn, work and play; and

**WHEREAS**, Beloit Youth Hockey Association was founded in 1969 by Jerry Edwards and has been teaching skating skills, hockey fundamentals, team effort and good sportsmanship to our youth for 48 years; and

**WHEREAS**, the Squirt C team began their game season on October 29, 2016 and racked up an impressive overall record of 40-3; and

**WHEREAS**, the members of the Squirt C team demonstrated great skill, determination and teamwork throughout their season; and

**WHEREAS**, while the team players put in the actual ice time, credit must also be given to the coaches, manager, scheduler and parents, who encouraged, guided, taught, provided snacks and drive time, washed uniforms and cheered from the sidelines; and

**WHEREAS**, this outstanding team honored our city by capturing the WAHA 1C State Championship on March 5, 2017.

**NOW THEREFORE, BE IT PROCLAIMED** that the City Council of the City of Beloit expresses their praise and admiration of the Beloit Youth Hockey Team Squirt C team members and coaches, acknowledging their outstanding achievements and talents; and further, encourages citizens to recognize the important role athletics play in the development of our youth.

Presented this 20<sup>th</sup> day of March, 2017.

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David F. Luebke, City Council President

ATTEST:

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Lorena Rae Stottler, City Clerk



**PROCEEDINGS OF THE BELOIT CITY COUNCIL  
Special Meeting  
City Hall - 100 State Street, Beloit, WI 53511  
4<sup>th</sup> floor City Manager's Conference Room  
Monday, March 6, 2017**

Presiding: David Luebke  
Present: Dunkin, Leavy and Preuschl  
Absent: De Forest and Hendrix with one vacant seat

1. President Luebke called the meeting to order at 6:03 p.m. in the 4<sup>th</sup> floor City Manager's Conference Room at City Hall
2. Councilors Leavy and Preuschl made a motion to adjourn in closed session pursuant to Wis. Stats. 19.85(1)(c) to perform the City Manager's annual Performance Evaluation. The motion carried, and the Council adjourned into closed session at 6:03 p.m.
3. Councilors Leavy and Dunkin made a motion to adjourn the meeting. The motion carried, and the meeting adjourned at 6:40 p.m.

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Lorena Rae Stottler, City Clerk

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

Date Approved by City Council: March 20, 2017



**PROCEEDINGS OF THE BELOIT CITY COUNCIL**  
**100 State Street, Beloit WI 53511**  
**City Hall Forum – 7:00 p.m.**  
**Monday, March 6, 2017**

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

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
  - a. Vice President Leavy presented a Proclamation in Recognition of Emmanuel Baptist Church celebrating a Century of Service. Pastor Kevin Pullam was grateful to receive the proclamation. File 7148
4. PUBLIC HEARINGS
  - a. Community Development Director, Julie Christensen, presented a resolution approving a Conditional Use Permit to allow an outdoor seating area in a C-3, Community Commercial District, for the property located at 605 Eclipse Blvd. Beloit Public Library Director Nick Dimassis has filed an application for a Conditional Use Permit to allow an outdoor seating area in a C-3, Community Commercial District, for the property located at 605 Eclipse Blvd. The proposed outdoor seating area is related to the Blender Café project, which involves the renovation of the children's programming room into a restaurant. The applicant has proposed the renovation of the outdoor children's garden area into a patio area with stamped concrete, tables, and chairs. This request does not involve alcoholic beverages.

The existing fence around the outdoor children's garden area will be extended to the south along the sidewalk, and a gate will be constructed to serve as a secondary path in & out of the café. The applicant has requested authorization to place up to 8 tables and 32 chairs in the outdoor patio area.

The existing foundation plantings along the library façade are a required landscaping element and will need to be preserved, while the other trees & landscaping in the children's garden area may be modified or removed.

The application, site plan, and photos are attached to this report. The proposed outdoor seating area, as part of the café, will enhance the vitality of the Eclipse Center as an employment and institutional activity center. The proposed outdoor seating area is adjacent to the parking lot and an outdoor access corridor leading to the adjacent mall space. The introduction of dining noise and activity will not impact the use and enjoyment of nearby properties.

The Plan Commission reviewed this item on February 22, 2017 and voted unanimously (5-0) to recommend approval of the Conditional Use Permit, subject to the six conditions included on the resolution.

President Luebke opened the public hearing. No one spoke. President Luebke closed the public hearing. Councilors Leavy and Dunkin made a motion to approve the Resolution as presented. Motion Carried. File 8256
5. PUBLIC COMMENT
  - a. Prior to public comment, President Luebke addressed the audience expressing that the council has the utmost respect for military veterans and that nothing has changed with the City's Ordinance. The City strongly supports our veterans and full ceremonial honors, including a 21-gun salute, and are always welcome in our City cemeteries. There is an ordinance that requires approval and coordination with the Police Department for other locations to ensure public safety issues like traffic

safety and the notification of residents are managed. If a requested location is problematic, alternative locations are always recommended. There have been no prohibitions. The Council is not voting on any items related to this issue at tonight's meeting. The Police Chief is meeting with local funeral directors and the VFW post leader to discuss ways to continue honoring our veterans while meeting public safety needs.

- b. Darryl Addams, 1431 Bittel Street, Beloit addressed the council on the water in his back yard. He said this is not the first time he's addressed the council on this item and he has exhausted conversation with Public Works Director, Greg Boysen. He believes the City is responsible for rectifying the water problems as they are a result of new buildings behind his lot.
- c. Ellen Page, 1798 Post Road, Beloit spoke with concerns of the Kadlec Drive Condominium Addendum that is on the agenda this evening. She has addressed the City Council before on this issue and continues to have concerns for the community safety and traffic flow in this neighborhood.
- d. Phillip Pickett, 2713 Iva Court, Beloit spoke with concerns of the Kadlec Drive Condominium Addendum that is on the agenda this evening. A survey of the neighborhood from a traffic perspective would prove a need to relieve traffic pressures at Hart and Post roads. Extending Kadlec to Elmwood would help. He also believes that this development is an equity issue being made at the expense of existing homeowners.
- e. Prisha Gustina, 1313 11th Street, Beloit addressed the council in support of 21-gun salutes for military veterans. She explained that she doesn't believe that the City Ordinance on discharging firearms was designed to exclude military honors that include a 21-gun salute and encouraged the council to amend the ordinance to correct the issue.
- f. Bill Thorson, 2425 Murphy Woods Road, Beloit addressed the council in support of 21-gun salutes for military veterans. He is born and raised in Beloit and his wife has served 31 years in the Beloit Police Department. He said that Veterans look forward to this military honor and the shots fired from a 21-gun salute is not what causes problems in a community. The peace of a neighborhood depends on the people who serve and he questioned why the Beloit Snappers could have fireworks with no concerns or complaints but this is an issue.
- g. Jerry Murphy, 2355 Cranston Road, Beloit spoke representing Daley, Murphy, Wisch and Associates Funeral Home and Crematorium. He explained that statistically the current cremation rate is 63% nationally and it's expected to trend to 85%. In the last year in his business, 60 Veterans died and 23 were buried in a cemetery, 13 had services at the funeral home, 4 held church services with no burial and 20 had no service at all. He'd like to see the City Ordinance exempt military honors as they are a symbol of gratitude, respect and honor; not a threat to traffic or public safety.
- h. Steve Mayfield, 2023 Jackson Street, Beloit addressed the council in support of 21-gun salutes for military veterans and was representing the Marine Corps League. He too would like to see the City Ordinance exempt military honors.
- i. Maj. James E. Coutts, retired US Army, 2433 Skyline Drive, Beloit addressed the council in support of 21-gun salutes for military veterans. He delivered a handout to the Council on the Military Funeral Honors Program and requested that no Veteran and their family be prohibited from having full military honors. He too would like to see the City Ordinance exempt military honors.
- j. Bill Dorr, 836 Church St, Beloit expressed support of a solution to see all Veterans and their families be able to have full military honors.
- k. Sherry Blakeley, 745 Milwaukee Rd, Apt 2, Beloit expressed support of the speakers who have concerns about the Ordinance not allowing military honors to Veterans. She hopes Beloit can find a way to carry on a long standing tradition of providing this honor to Veterans.
- l. Jordan Lee Mc Intee, 1150 Elm St, Beloit, serves at the VFW for the pancake breakfasts every 1<sup>st</sup> Sunday of the Month and as a young man has learned much from the Veterans there. He stands behind the VFW and everything they do, including the widespread support of providing military honors off site.
- m. John Murphy, 2355 Cranston Road, Beloit spoke representing Daley, Murphy, Wisch and Associates Funeral Home and Crematorium. He explained that the officers who assisted with the funeral request were professional in asking that the 21-gun salute take place across the street at a City Park instead of on Church Property. He explained the trend is not to bury your loved ones in a cemetery and that guidelines need to be established to respect that trend. He's disappointed that this is news and believes the right thing to do is amend the City Ordinance to exclude military honors. He doesn't believe this is a safety and welfare issue and would like all Veterans to be honored in a way that says thank you for your service at their funeral.

## 6. CONSENT AGENDA

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

- a. The Minutes of the regular meeting of February 20, 2017 were approved.
- b. A Resolution approving a Farm Lease between the City of Beloit and Walsh Family Farm, LLC for Burton Street Property was approved. File 7834
- c. An application for a Conditional Use Permit to allow a drive-through use and an outdoor seating area in a C-3, Community Commercial District for property located at 2787 Milwaukee Road was referred to Plan Commission. File 8740
- d. An application for Exception to Architectural Review and the Landscape Code for property located at 2787 Milwaukee Road was referred to Plan Commission. File 8740
- e. An application for a new Class "B" Beer and "Class B" Liquor License for J T Hankins LLC, d/b/a The Restaurant at "Muni", located at 1611 Hackett Street, (Krueger-Haskell Golf Course Clubhouse) Joelle K. Hankins, Agent was referred to ABLCC. File 8721
- f. An application for a new Class "B" Beer and "Class B" Liquor License for Inked Sports Bar LLC, d/b/a Inked Sports Bar, located at 443 E. Grand Avenue, Justin A. Christophersen, Agent was referred to ABLCC. File 8721

## 7. ORDINANCES

- a. Community Development Director, Julie Christensen, presented a proposed Ordinance amending the Zoning District Map to change the zoning district classification from C-1, Office District to M-1, Limited Manufacturing District for property located at 1895 Gateway Blvd. Gateway Brewing Company LLC has submitted an application for a Zoning Map Amendment to change the zoning district classification from C-1, Office District to M-1, Limited Manufacturing District, for the property located at 1895 Gateway Blvd (previously known as the northernmost 5.1 acres of the property located at 1801 Gateway Blvd). The applicant has made an accepted Offer to Purchase the subject property from the City of Beloit. The Plan Commission recently approved a Certified Survey Map (CSM) that created a separate 5.1-acre parcel known as 1895 Gateway Blvd, which would be purchased by the applicant and developed as a microbrewery that will do business as G5 Brewing Company.

The proposed microbrewery use is the impetus for the requested M-1 zoning district classification. The M-1 zoning district classification will give the applicant greater long-term flexibility by allowing the production & distribution functions that are associated with a growing microbrewery. The City will retain ownership of the remaining 30-acre parent parcel, which will retain its address of 1801 Gateway Blvd and will remain zoned C-1, Office District.

A Location & Zoning Map is attached to this report. As shown on the attached map, the subject property is across from the Northstar property and the Alliant Energy substation, both of which are zoned M-1. The majority of the Gateway Business Park is already zoned M-1, and if approved, this rezoning would simply extend an existing M-1 district that currently ends at the Alliant Energy substation property on the west side of Gateway Blvd.

The Gateway Business Park is planned to include a diverse mix of high-quality office, manufacturing, and warehouse uses with some supporting uses including day care centers, hotels, and restaurants. The subject property is surrounded by undeveloped agricultural land, although the Northstar facility and Alliant Energy substation are nearby. The requested M-1 zoning district classification and planned microbrewery are compatible with the existing nearby uses and the planned business park uses.

The Plan Commission reviewed this item on February 8, 2017 and voted unanimously (6-0) to recommend approval of this Zoning Map Amendment. This is second reading. Councilors Preuschl and Leavy made a motion to approve the Ordinance as presented. Motion carried. File 8642 Ordinance 3595

## 8. APPOINTMENTS - None

## 9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- a. Councilor Preuschl thanked all Veterans for coming this evening to share their concerns. He announced the 2017 Mushing for Meals Run/Walk event that takes place March 25, 2017 at 9am. This is a fundraiser for Beloit's Meals on Wheels program and he would like people to participate and/or support the event.
- b. Councilor Dunkin congratulated Emmanuel Baptist Church for 100 years. She also thanked the Veterans who appeared this evening and thanked all Veterans for their service.
- c. Councilor Leavy had no report.
- d. Councilor Luebke was honored to present an award to Rod Beaudoin for his service to BIFF and congratulated all who organized, volunteered or participated in this year's successful Beloit

International Film Festival. He was happy to watch the PBS episode of *Around the Corner with John McGivern* that showcased what a wonderful city Beloit is and all it has to offer. It can be viewed on YouTube at <https://www.youtube.com/watch?v=3YLNvMMmhl>.

#### 10. CITY MANAGER'S PRESENTATION

#### 11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Community Development Director, Julie Christensen, presented a Resolution approving an Addendum No. 2 to Kadlec Drive Condominium Plat for property located at 2660 Kadlec Drive. Harris & Associates, on behalf of DMW Development, has submitted the attached Condo Plat, which is officially known as Addendum No. 2 to Kadlec Drive Condominium Plat, for the property located at 2660 Kadlec Drive. The Location & Zoning Map shows the location of the property involved in this request. The proposed Condo Plat includes the construction of 42 additional units in 4 additional buildings to complete the Kadlec Drive Condominium project. This project was originally approved and zoned as a Planned Unit Development (PUD) in 2006, and the PUD Resolution authorizes up to 48 condo units. The proposed change to the condo plat is consistent with the property's existing PUD zoning classification, and no additional zoning actions are necessary.

In 2007, the developer obtained approval of a Condo Plat for 36 units. The developer constructed the first 6-unit condo building before discontinuing this development during the recession. In 2016, the applicant obtained approval of a Condo Plat for 42 additional units in 5 additional buildings, but that layout has been changed and the approved 2016 Condo Plat will not be recorded. Addendum No. 2 includes a different building type and layout as shown on the attachments, for a total of 48 units.

Of the four proposed buildings, one is a 6-unit, 1-story building similar to the existing building and three are 12-unit, 2-story buildings for a total of 42 new units. Additional accessory features include a mailroom building, office/maintenance building, and visitor parking stalls.

The Water Resources Director has reviewed the plat and noted that the existing water & sewer mains that are looped through the development are public mains according to a 2014 agreement with the property owner. The City's other Review Agents have reviewed the plat and have not submitted any comments or concerns.

The Plan Commission reviewed the proposed Condo Plat on February 8, 2017 and voted unanimously (6-0) to recommend approval, subject to two conditions. Councilor Leavy thanked the council for the time to gather facts on this matter by laying it over and thanked the citizens for their concerns as well as the developer for his patience. Councilor Preuschl said that while he is clear on what he is voting on this evening he would like to nonetheless find a way for Kadlec Drive to extend out to address the traffic concerns in this area. Councilors Leavy and Preuschl made a motion to adopt the resolution as presented. Motion carried. File 8242

- b. Due to Councilor Dunkin needing to recuse herself from this agenda item, there was not a quorum present to take up this matter so President Luebke postponed a resolution approving 2017 Community Development Block Grant (CDBG) Local funding Priorities until a quorum would be present. File 8725
- c. City Attorney, Elizabeth Krueger presented a Resolution Waiving Right of First Refusal for 1 Reynolds Drive. The City was approached about the potential sale of 1 Reynolds 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 One Reynolds Drive, LLC to Phoenix Acquisition LLC. Declaration of Restrictive Covenants permits the City to exercise the Right of First Refusal related to the potential sale of 1 Reynolds Drive. The City has no interest in the property and wishes to consent to the sale of the property. Councilors Leavy and Dunkin made a motion to approve the resolution as presented. Motion Carried. File 3439

12. Councilors Preuschl and Leavy made a motion to adjourn at 8:10 p.m. Motion carried.

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Lorena Rae Stottler, City Clerk



# CITY OF БЕЛОIT



## REPORTS AND PRESENTATIONS TO CITY COUNCIL

**Topic:** Resolutions approving Second Amendments to Farm Leases for 3015 Cranston Road (Gary and Michelle Hahn), Gateway Farm Lease, (Walsh Family Farm, LLC) Gateway Farm Lease II-A (Kevin Kutz), Gateway Farm Lease II-B (Kevin Kutz), Hexter-Long Farm Lease (Jason Henschler), and Willowbrook Farm Lease (Walsh Family Farm, LLC)

**Date:** March 20, 2017

**Presenter:** Andrew Janke

**Department:** Economic Development

### Overview/Background Information:

All of the City's farm leases expired at the end of 2016. The City had originally considered collectively bidding via a RFP process. However, research conducted by staff suggested due to commodity market conditions it would likely be in the City's best financial interest to extend the existing leases under the current terms and conditions. The subject lease holders were contacted and all have agreed to extend their leases with the existing terms and conditions for two more years. Combined there are 351.23 tillable acres and total combined annual revenue will be \$83,175.83.

The effective date of the Leases will be March 20, 2017 and will terminate on December 21, 2018. It is the City's intention to competitively bid all of the City's farm leases at the end of 2018.

### Key Issues:

#### 3015 Cranston Road (Gary and Michelle Hahn)

Total Tillable Acres: 3.68

Annual Payment: \$644 annually to be paid in two installments.

#### Gateway I (Walsh Family Farm, LLC)

Total Tillable Acres: 171.76

Annual Payment: \$40,363.60 annually to be made in two installments.

#### Gateway II-A (Kevin Kutz)

Total Tillable Acres: 24.21

Annual Payment: \$6,391.44 annually to be made in two installments.

#### Gateway II-B (Kevin Kutz)

Total Tillable Acres: 11.96

Annual Payment: \$3,157.44 annually to be made in two installments.

#### Hexter-Long (Jason Henschler)

Total Tillable Acres: 94.43

Annual Payment: \$22,000 annually to be made in two installments.

#### Willowbrook (Walsh Family Farm, LLC)

Total Tillable Acres: 45.19

Annual Payment: \$10,619.65 annually to be made in two installments.

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

As the leases provide revenue to the City it supports Goal #2 Create and sustain a "High Performing Organization" as it relates to fiscal responsibility. Goal #3 Create and sustain economic and residential growth as some of the sites may be developed in the future for new industrial, commercial, or residential development.

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

- **Reduce dependence upon fossil fuels** The Lease may reduce the use of Fossil Fuels as it will remain undeveloped while in Agricultural Use and some of the crops harvested may be used for the production of ethanol.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** The lease agreements will not impact wetlands or sensitive wildlife.
- **Meet the hierarchy of present and future human needs fairly and efficiently** Some of the crops harvested may meet human needs by being put into food and/or energy production.

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 the Resolution

### Fiscal Note/Budget Impact:

Rental income for the Gateway Farm Lease will be directed to the GBEDC, Rental Income for the Willowbrook and 3015 Cranston Road Farm Leases will be directed to TID #8, Rental income for the Hexter-Long Lease will be directed to TID #10 and a portion to the General Fund, Rental Income for Gateway II-A and II-B will be directed to TID #10.

### Attachments:

Proposed Resolution

Second Amendment to Lease Agreements for each of the 6 lease agreements

**RESOLUTION APPROVING  
SECOND AMENDMENT TO FARM LEASE – 3015 CRANSTON ROAD**

The City Council for the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Second Amendment to the attached Farm Lease – 3015 Cranston Road between the City of Beloit and Gary and Michelle Hahn, be, and is hereby, approved.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute said Second Amendment on behalf of the City of Beloit and to do all other things necessary to implement the provisions therein.

Adopted this 20<sup>th</sup> day of March, 2017.

**City Council of the City of Beloit**

\_\_\_\_\_  
**David F. Luebke, President**

Attest:

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

**SECOND AMENDMENT  
TO  
FARM LEASE- 3015 CRANSTON ROAD**

**THIS SECOND AMENDMENT TO FARM LEASE** (“Second Amendment”) is made and entered effective this 20<sup>th</sup> day of March, 2017, (“Effective Date”) by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter “Lessor”) and Gary and Michelle Hahn, sole proprietors, with a principal place of business located at 3916 E. County Road S, Beloit, WI 53511 (hereinafter “Lessee”).

The Parties entered into a Lease Agreement dated April 8, 2014 (the “Lease”), as amended by a First Amendment to the Lease Agreement dated March 21, 2016. The Parties desire to amend the Lease, as amended, as set forth in this Second Amendment.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree, and the Lease is amended as follows:

1. **Term:** The term of the lease is amended to commence upon the effective date hereof and end on December 31, 2018.
2. **Premises:** The leased property (commonly known as 3015 Cranston Road) is described on Exhibit A2 (map) which is attached hereto and incorporated herein by reference.
3. **Rent:** The Lessee shall pay to the Lessor an annual amount of \$644.00 as follows:
  - a. \$322.00 on or before May 20, 2017.

- b. \$322.00 on or before November 18, 2017.
- c. \$322.00 on or before May 20, 2018.
- d. \$322.00 on or before November 18, 2018.

4. **Extent of Amendment:** All other terms, provisions, obligations, and promises set forth in the Agreement and First Amendment not specifically amended in this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed in its name and behalf on or as of the date first written above.

**CITY OF BELOIT, LESSOR**

**GARY HAHN, LESSEE**

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

\_\_\_\_\_

ATTEST:

**MICHELLE HAHN, LESSEE**

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

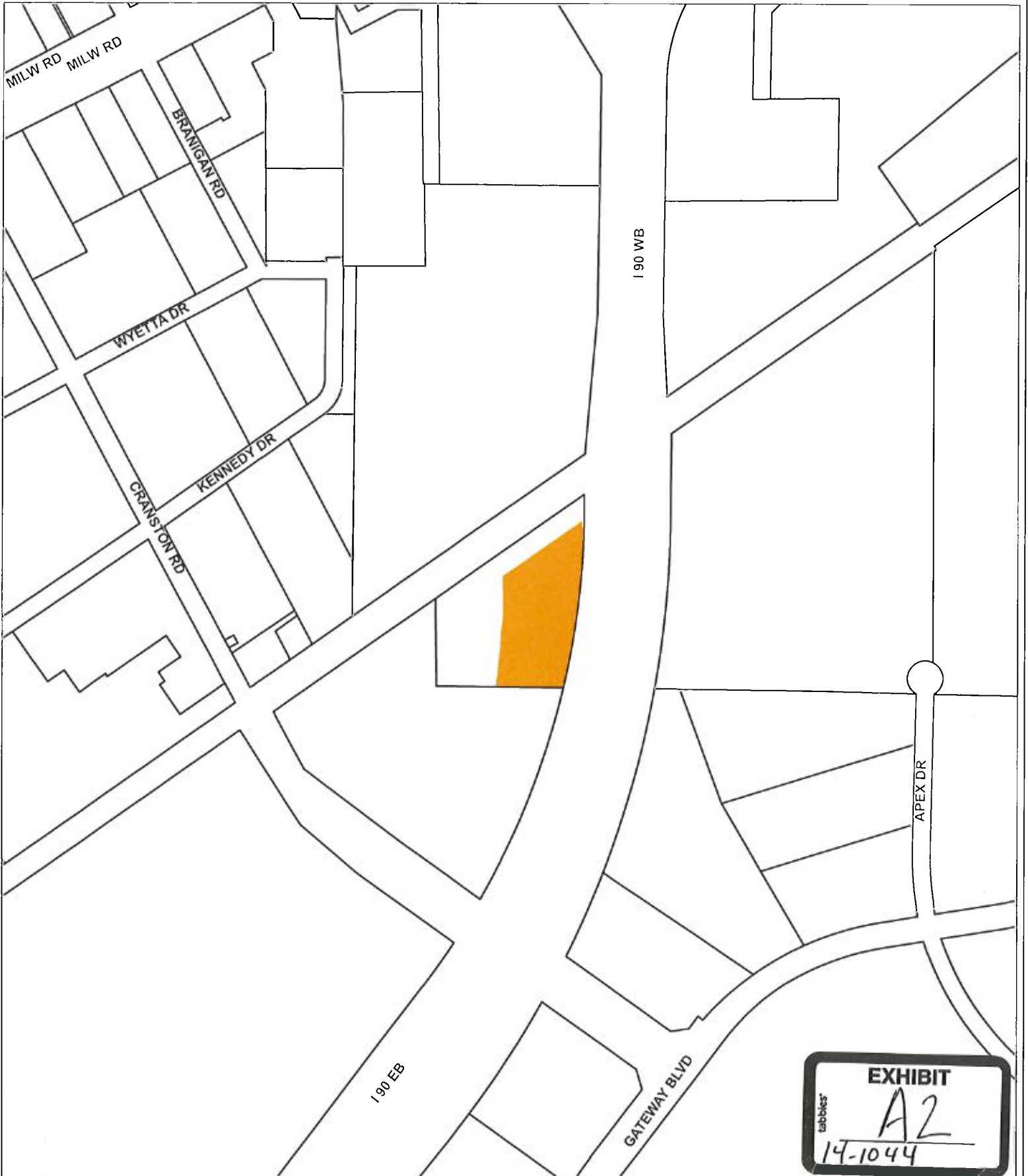
\_\_\_\_\_

APPROVED AS TO FORM:

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


tdh/files/14-1044/Second Amendment to Farm Lease 3015 Cranston  
20170227


# City of Beloit 3015 Cranston Road Property Farm Lease Map

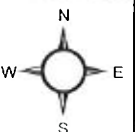


tabbies  
**EXHIBIT**  
**A2**  
14-1044

 3015 Cranston Road - 3.68 Tillable Acres

 Parcels

 City of Beloit Limits



February 17, 2017

**RESOLUTION APPROVING  
SECOND AMENDMENT TO GATEWAY FARM LEASE**

The City Council for the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Second Amendment to the attached Gateway Farm Lease between the City of Beloit and Walsh Family Farm, LLC, be, and is hereby, approved.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute said Second Amendment on behalf of the City of Beloit and to do all other things necessary to implement the provisions therein.

Adopted this 20<sup>th</sup> day of March, 2017.

**City Council of the City of Beloit**

\_\_\_\_\_  
**David F. Luebke, President**

Attest:

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

**SECOND AMENDMENT  
TO  
GATEWAY FARM LEASE**

**THIS SECOND AMENDMENT TO FARM LEASE** (“Second Amendment”) is made and entered effective this 20<sup>th</sup> day of March, 2017, (“Effective Date”) by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter “Lessor”) and Walsh Family Farm, LLC, (successor by merger to Walsh Agricultural Holdings, LLC) (“Lessee”), a Wisconsin limited liability company, with its principal place of business located at 11817 S. Stateline Rd., Beloit, WI 53511.

The Parties entered into a Lease Agreement dated January 1, 2013 (the “Lease”), as amended by a First Amendment to the Lease Agreement dated March 21, 2016. The Parties desire to amend the Lease, as amended, as set forth in this Second Amendment.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree, and the Lease is amended as follows:

1. **Term:** The term of the lease is amended to commence upon the effective date and end on December 31, 2018.
2. **Premises:** The leased property is described on Exhibit A2 (map) which is attached hereto and incorporated herein by reference. The leased property consists of approximately 171.76 tillable acres of farmland.

3. **Rent:** The Lessee shall pay to the Lessor an annual amount of \$40,363.60 as follows:

- a. \$20,181.80 on or before May 20, 2017.
- b. \$20,181.80 on or before November 18, 2017.
- c. \$20,181.80 on or before May 20, 2018.
- d. \$20,181.80 on or before November 18, 2018.

4. **Extent of Amendment:** All other terms, provisions, obligations, and promises set forth in the Lease, as amended, not specifically amended in this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed in its name and behalf on or as of the date first written above.

**CITY OF BELOIT, LESSOR**

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

**WALSH FAMILY FARM, LLC, LESSEE**

By: \_\_\_\_\_  
Aaron Walsh

ATTEST:

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

**LANDOWNER**

**GREATER BELOIT ECONOMIC DEVELOPMENT CORPORATION**

APPROVED AS TO FORM:

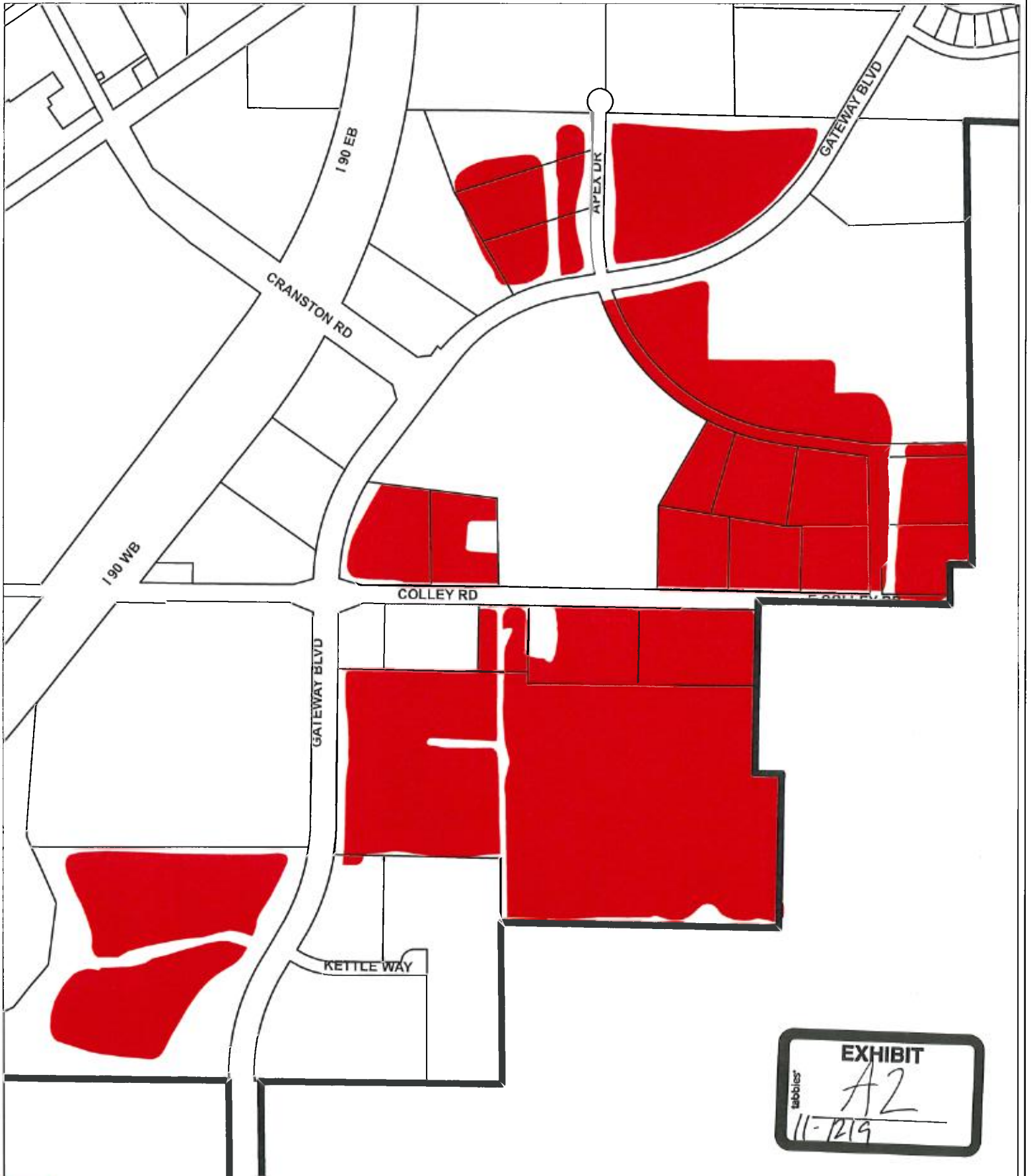
By: \_\_\_\_\_  
Elizabeth A. Krueger, City Attorney




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

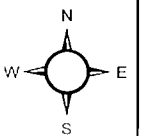
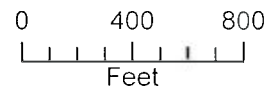
tdh/files/11-1219/Second Amendment to Farm Lease Gateway  
20170227



# City of Beloit Gateway Area Farm Lease #1 Map



-  Gateway #1 - 171.76 Tillable Acres
-  Parcels
-  City of Beloit Limits



February 17, 2017

EXHIBIT  
A2  
11-1219

**RESOLUTION APPROVING  
SECOND AMENDMENT TO GATEWAY FARM LEASE II-A**

The City Council for the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Second Amendment to the attached Gateway Farm Lease II-A between the City of Beloit and Kevin Kutz, be, and is hereby, approved.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute said Second Amendment on behalf of the City of Beloit and to do all other things necessary to implement the provisions therein.

Adopted this 20<sup>th</sup> day of March, 2017.

**City Council of the City of Beloit**

\_\_\_\_\_  
**David F. Luebke, President**

Attest:

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

**SECOND AMENDMENT  
TO  
GATEWAY FARM LEASE II-A**

**THIS SECOND AMENDMENT TO FARM LEASE** (“Second Amendment”) is made and entered effective this 20<sup>th</sup> day of March, 2017, (“Effective Date”) by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter “Lessor”) and Kevin Kutz, sole proprietor, with a principal place of business located at 7008 South Lathers Road, Beloit, WI 53511 (hereinafter “Lessee”).

The Parties entered into a Lease Agreement dated March 1, 2013 (the “Lease”), as amended by a First Amendment to the Lease Agreement dated March 21, 2016. The Parties desire to amend the Lease, as amended, as set forth in this Second Amendment.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree, and the Lease is amended as follows:

1. **Term:** The term of the lease is amended to commence upon the effective date hereof and end on December 31, 2018.
2. **Premises:** The leased property is described on Exhibit A2 (map) which is attached hereto and incorporated herein by reference.
3. **Rent:** The Lessee shall pay to the Lessor an annual amount of \$6,391.44 as follows:
  - a. \$3,195.72 on or before May 20, 2017.

- b. \$3,195.72 on or before November 18, 2017.
- c. \$3,195.72 on or before May 20, 2018.
- d. \$3,195.72 on or before November 18, 2018.

4. **Extent of Amendment:** All other terms, provisions, obligations, and promises set forth in the Lease, as amended, not specifically amended in this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed in its name and behalf on or as of the date first written above.

**CITY OF BELOIT, LESSOR**

**KEVIN KUTZ, LESSEE**

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

\_\_\_\_\_

ATTEST:

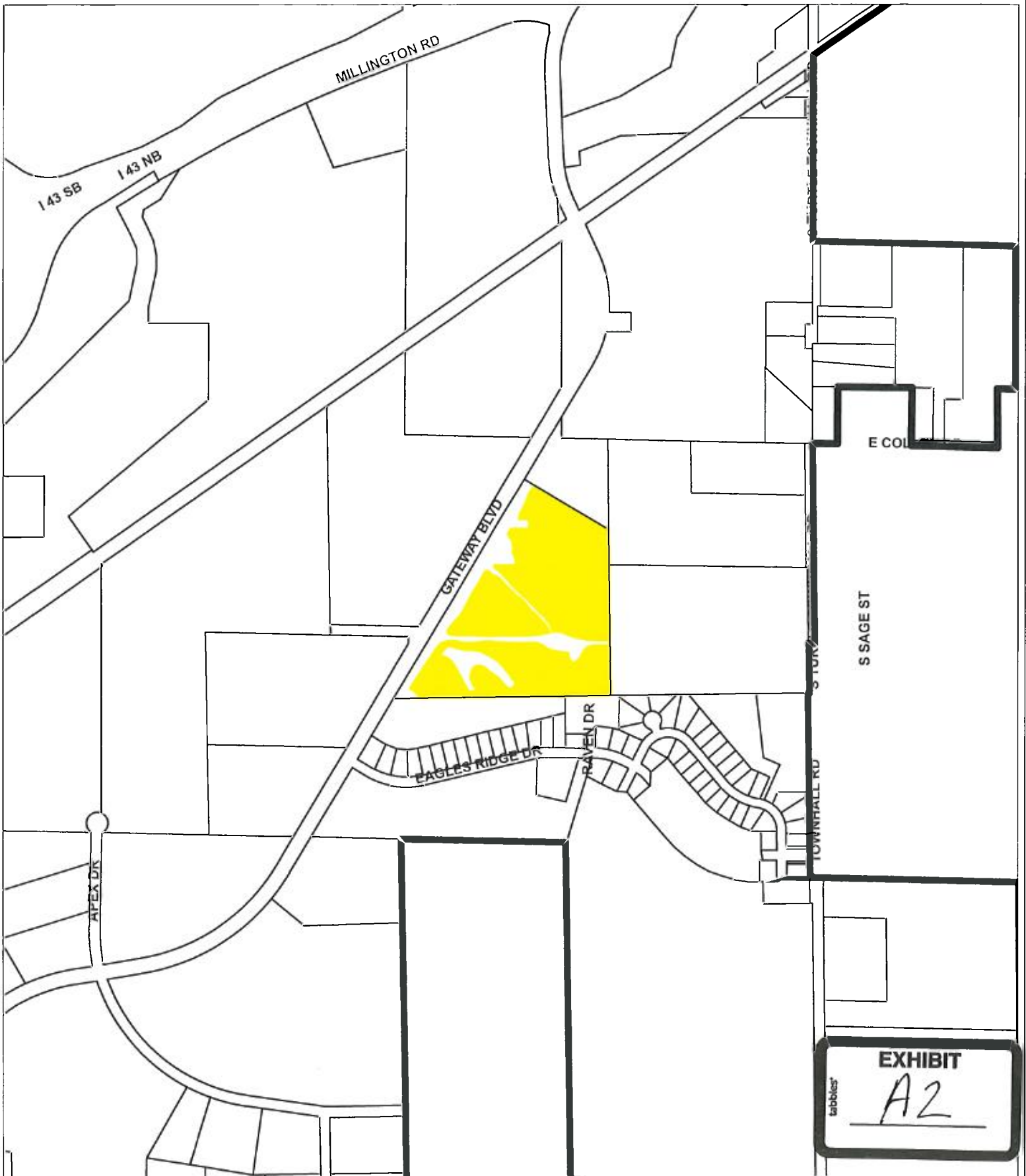
By: \_\_\_\_\_  
Lorena Rae Stottler, City Clerk


APPROVED AS TO FORM:

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


tdh/files/13-1022/Second Amendment to Farm Lease Gateway II-A  
20170227

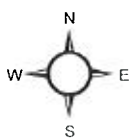
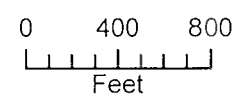
# City of Beloit Gateway Area Farm Lease #2-A Map



 Gateway #2-A - 24.21 Tillable Acres

 Parcels

 City of Beloit Limits



February 17, 2017

EXHIBIT  
A2

**RESOLUTION APPROVING  
SECOND AMENDMENT TO GATEWAY FARM LEASE II-B**

The City Council for the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Second Amendment to the attached Gateway Farm Lease II-B between the City of Beloit and Kevin Kutz, be, and is hereby, approved.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute said Second Amendment on behalf of the City of Beloit and to do all other things necessary to implement the provisions therein.

Adopted this 20<sup>th</sup> day of March, 2017.

**City Council of the City of Beloit**

\_\_\_\_\_  
**David F. Luebke, President**

Attest:

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

**SECOND AMENDMENT  
TO  
GATEWAY FARM LEASE II-B**

**THIS SECOND AMENDMENT TO FARM LEASE** ("Second Amendment") is made and entered effective this 20<sup>th</sup> day of March, 2017, ("Effective Date") by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter "Lessor") and Kevin Kutz, sole proprietor, with a principal place of business located at 7008 South Lathers Road, Beloit, WI 53511 (hereinafter "Lessee").

The Parties entered into a Lease Agreement dated March 1, 2013 (the "Lease"), as amended by a First Amendment to the Lease Agreement dated March 21, 2016. The Parties desire to amend the Lease as set forth in this Second Amendment.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree, and the Lease is amended as follows:

1. **Term:** The term of the Lease is amended to commence upon the execution hereof and end on December 31, 2018.
2. **Premises:** The leased property is described on Exhibit A2 (map) which is attached hereto and incorporated herein by reference.
3. **Rent:** The Lessee shall pay to the Lessor an annual amount of \$3,157.44 as follows:
  - a. \$1,578.72 on or before May 20, 2017.

b. \$1,578.72 on or before November 18, 2017.

c. \$1,578.72 on or before May 20, 2018.

d. \$1,578.72 on or before November 18, 2018.

4. **Extent of Amendment:** All other terms, provisions, obligations, and promises set forth in the Lease, as amended, not specifically amended in this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed in its name and behalf on or as of the date first written above.

**CITY OF BELOIT, LESSOR**

**KEVIN KUTZ, LESSEE**

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

\_\_\_\_\_

ATTEST:

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

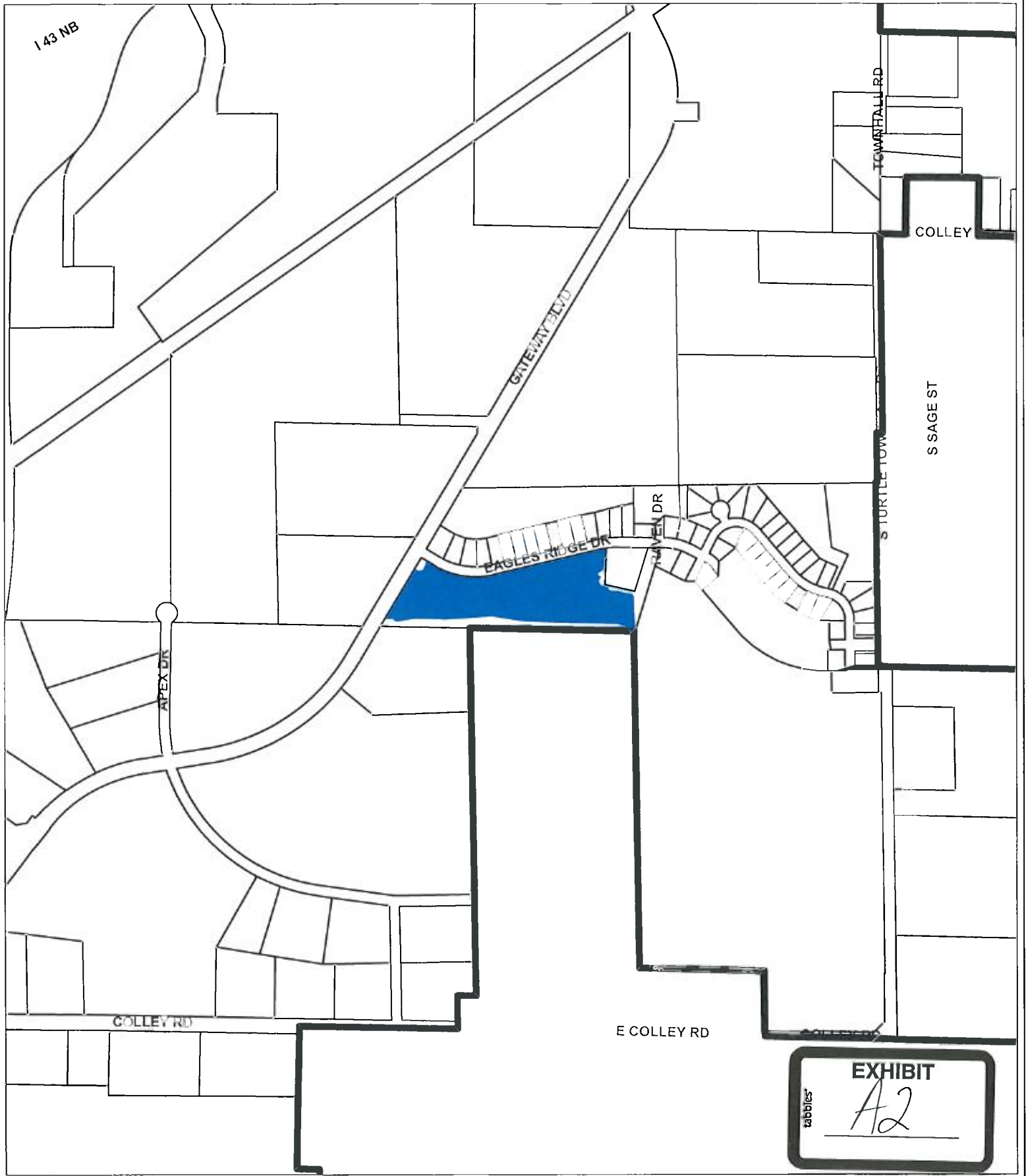
APPROVED AS TO FORM:




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

tdh/files/13-1022/Second Amendment to Farm Lease Gateway II-B  
20170227



# City of Beloit Gateway Area Farm Lease #2-B Map



-  Gateway #2-B - 11.96 Tillable Acres
-  Parcels
-  City of Beloit Limits

0 400 800  
Feet

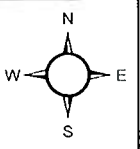


EXHIBIT  
tabbles  
*A2*

February 17, 2017

**RESOLUTION APPROVING  
SECOND AMENDMENT TO HEXTER-LONG FARM LEASE**

The City Council for the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Second Amendment to the attached Hexter-Long Farm Lease between the City of Beloit and Jason Henschler, be, and is hereby, approved.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute said Second Amendment on behalf of the City of Beloit and to do all other things necessary to implement the provisions therein.

Adopted this 20<sup>th</sup> day of March, 2017.

**City Council of the City of Beloit**

\_\_\_\_\_  
**David F. Luebke, President**

Attest:

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

**SECOND AMENDMENT  
TO  
HEXTER-LONG FARM LEASE**

**THIS SECOND AMENDMENT TO FARM LEASE** (“Second Amendment”) is made and entered effective this 20<sup>th</sup> day of March, 2017, (“Effective Date”) by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter “Lessor”) and Jason Henschler, sole proprietor, with a principal place of business located at 8701 S. Butterfly Road, Beloit, WI 53511 (hereinafter “Lessee”).

In 2013, the Lessee entered into a Lease Agreement (“Lease”) with the then-owners of the Property known as the Hexter-Long Farm. The City was assigned the Lessor rights and interests in the Lease when the Property was purchased by the City in 2014. The Parties entered into a Lease Extension Agreement dated March 24, 2015 (the “Lease Extension”) as amended by a First Amendment to the Lease Agreement dated March 21, 2016. The Parties desire to amend the Lease, as amended, as set forth in this Second Amendment.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree, and the Lease is amended as follows:

1. **Term:** The term of the Lease is amended to commence upon the execution hereof and end on December 31, 2018.
2. **Premises:** The leased property is described on Exhibit A2 (map) which is attached hereto and incorporated herein by reference.

3. **Rent:** The Lessee shall pay to the Lessor an annual amount of \$22,000 as follows:

- a. \$11,000 on or before May 20, 2017.
- b. \$11,000 on or before November 18, 2017.
- c. \$11,000 on or before May 20, 2018.
- d. \$11,000 on or before November 18, 2018.

4. **Extent of Amendment:** All other terms, provisions, obligations, and promises set forth in the Lease, as amended, not specifically amended in this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed in its name and behalf on or as of the date first written above.

**CITY OF БЕLOIT, LESSOR**

**JASON HENSCHLER, LESSEE**

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

\_\_\_\_\_

ATTEST:

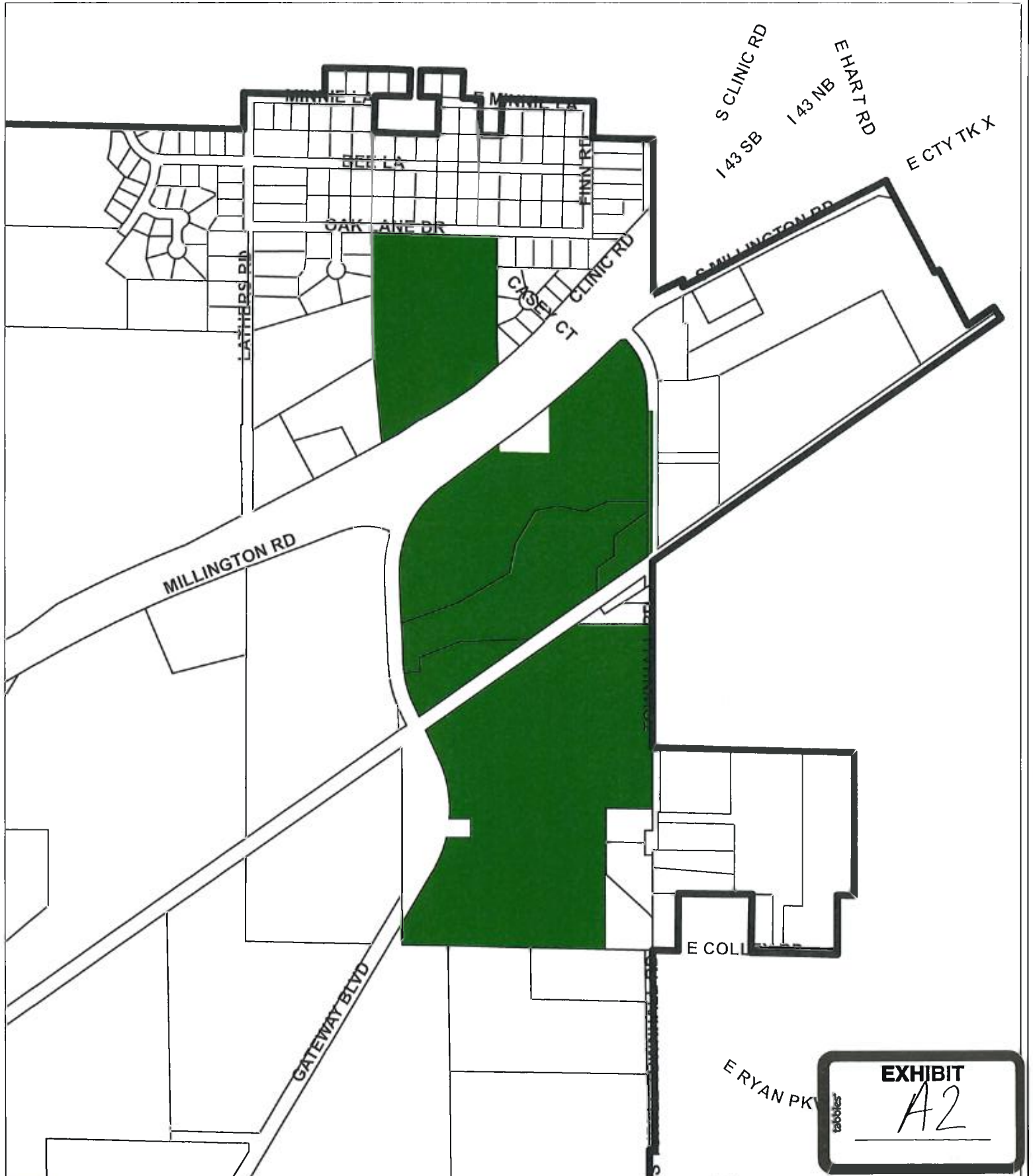
By: \_\_\_\_\_  
Lorena Rae Stottler, City Clerk

APPROVED AS TO FORM:

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

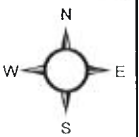
tdh/files/14-1202/Second Amendment to Farm Lease Hexter-Long  
20170227

# City of Beloit Hexter Property Farm Lease Map



- Hexter Property - 94.43 Tillable Acres
- Parcels
- City of Beloit Limits

February 17, 2017



**EXHIBIT**  
*A2*

ERYAN PKY

E COLL

S CLINIC RD  
143 SB 143 NB  
E HART RD  
E CTY TK X

LATHERS DR

OAK AVE DR

CASEY CT

FINN RD

MILLINGTON RD

GATEWAY BLVD

MINNIE LA

MARIL LA

BEE LA

MILLINGTON DR

E COLL

**RESOLUTION APPROVING  
SECOND AMENDMENT TO WILLOWBROOK FARM LEASE**

The City Council for the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Second Amendment to the attached Willowbrook Farm Lease between the City of Beloit and Walsh Family Farm, LLC, be, and is hereby, approved.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute said Second Amendment on behalf of the City of Beloit and to do all other things necessary to implement the provisions therein.

Adopted this 20<sup>th</sup> day of March, 2017.

**City Council of the City of Beloit**

\_\_\_\_\_  
**David F. Luebke, President**

Attest:

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

**SECOND AMENDMENT  
TO  
WILLOWBROOK FARM LEASE**

**THIS SECOND AMENDMENT TO FARM LEASE** (“Second Amendment”) is made and entered effective this 20<sup>th</sup> day of March, 2017, (“Effective Date”) by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter “Lessor”) and Walsh Family Farm, LLC, (successor by merger to Walsh Agricultural Holdings, LLC) (“Lessee”), a Wisconsin limited liability company, with its principal place of business located at 11817 S. Stateline Rd., Beloit, WI 53511.

The Parties entered into a Lease Agreement dated January 1, 2013 (the “Lease”), as amended by a First Amendment to the Lease Agreement dated March 21, 2016. The Parties desire to amend the Lease, as amended, as set forth in this Second Amendment.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree, and the Lease is amended as follows:

1. **Term:** The term of the Lease is amended to commence upon the effective date and end on December 31, 2018.
2. **Premises:** The leased property is described on Exhibit A2 (map) which is attached hereto and incorporated herein by reference. The leased premises consists of approximately 45.19 tillable acres of farmland.
3. **Rent:** The Lessee shall pay to the Lessor an annual amount of \$10,619.65 as

follows:

- a. \$5,309.83 on or before May 20, 2017.
- b. \$5,309.82 on or before November 18, 2017.
- c. \$5,309.83 on or before May 20, 2018.
- d. \$5,309.82 on or before November 18, 2018.

4. **Extent of Amendment:** All other terms, provisions, obligations, and promises set forth in the Agreement not specifically amended in this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed in its name and behalf on or as of the date first written above.

**CITY OF BELOIT, LESSOR**

**WALSH FAMILY FARM, LLC, LESSEE**

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

By: \_\_\_\_\_  
Aaron Walsh

ATTEST:

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

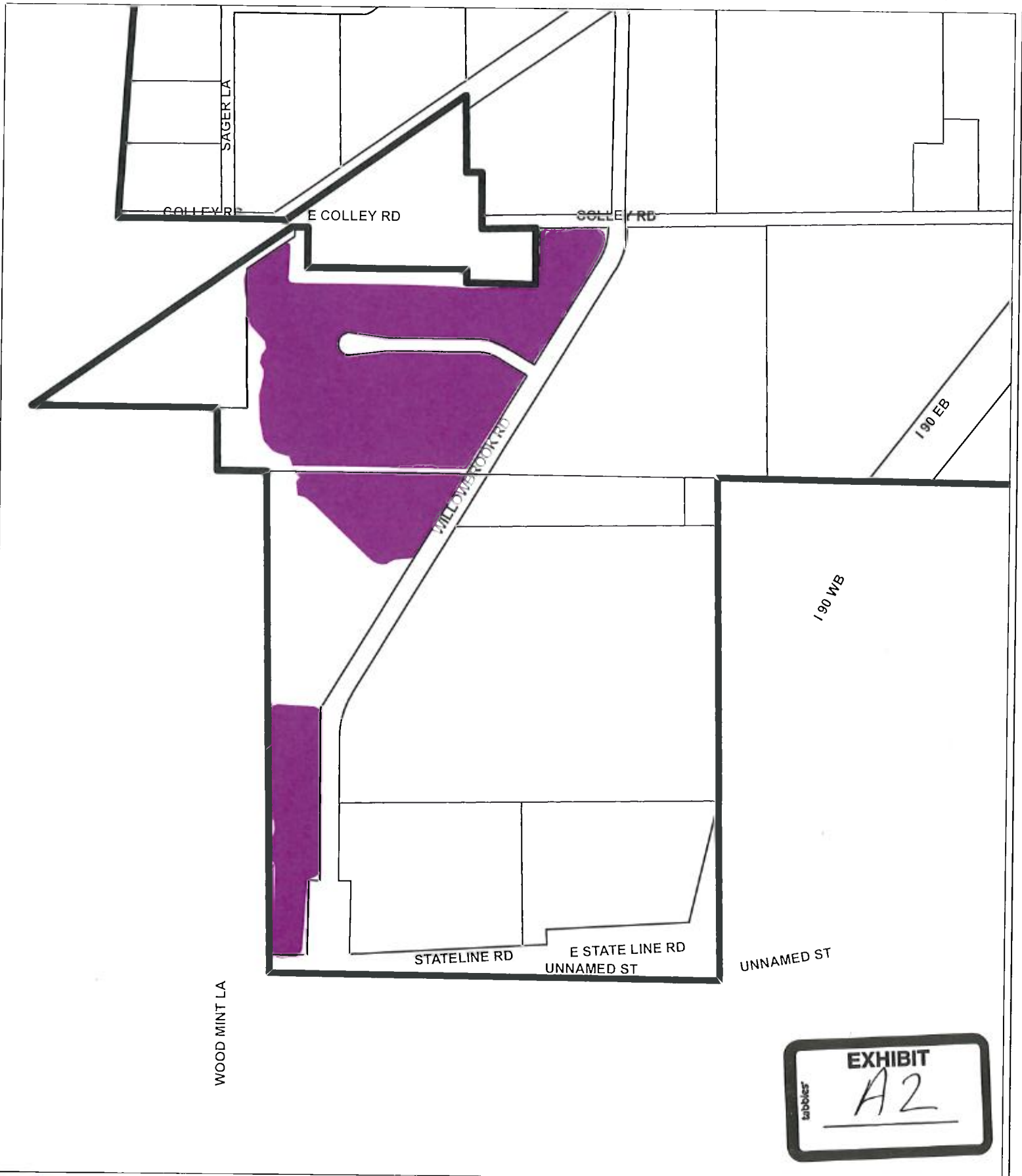
APPROVED AS TO FORM:

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

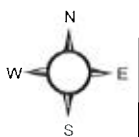
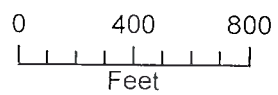
tdh/files/11-1220/Second Amendment to Farm Lease Willowbrook  
20170227



# City of Beloit Willowbrook Road Area Farm Lease Map



- Willowbrook Road Area - 45.19 Tillable Acres
- Parcels
- City of Beloit Limits



February 17, 2017

tabbies  
**EXHIBIT**  
A2

**RESOLUTION**  
**AUTHORIZING FINAL PAYMENT OF PUBLIC WORKS CONTRACT C16-07**  
**Street Resurfacing**

**WHEREAS**, work under the above-listed contract has been satisfactorily completed and in conformance with the requirements of the contract; and

**WHEREAS**, this project placed a new asphalt wearing surface on 24 blocks of city streets and paved two parking lots in City parks: Riverside Park and Turtle Creek Park; and

**WHEREAS**, the City Engineer, City Comptroller, and City Attorney have reviewed the project and all documentation and have recommend final payment to the contractor.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Beloit that Rock Road Companies, Inc. be paid \$60,522.13 as the final payment for Public Works Contract C16-07 Street Resurfacing.

Dated at Beloit, Wisconsin, this 20<sup>th</sup> day of March 2017.

**BELOIT CITY COUNCIL**

\_\_\_\_\_  
David F. Luebke, President

ATTEST:

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

# CITY OF BELOIT



## REPORTS AND PRESENTATIONS TO CITY COUNCIL

---

**Topic:** Final Payment for Public Works Contract C16-07, Street Resurfacing

**Date:** March 20, 2017

**Presenter:** Gregory Boysen

**Department:** Public Works

---

### Overview/Background Information:

Public Works contract C16-07 was awarded on April 4, 2016. The scope of the project placed a new asphalt wearing surface on 24 blocks of city streets and two city parking lots at Riverside Park and Turtle Creek Park.

The original contract awarded was \$628,294.70. The value of change orders, quantity increas(es)/decreas(es) resulted in a final contract value of \$663,505.70. To date, the contractor has been paid \$602,983.57 with a remaining balance of \$60,522.13 due as final payment.

The City Engineer has found the work to be satisfactorily completed.

The City Comptroller and the City Attorney have approved the budget and final documents and are recommending that city council authorize the final payment to the contractor.

---

### Key Issues (maximum of 5):

See above

---

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

Approval of this resolution would conform with Goal #5's stated purpose of creating and sustaining high quality infrastructure and connectivity by improving the appearance and extending the service life of city streets, while lowering street maintenance costs.

---

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

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

---

### Fiscal Note/Budget Impact:

Funding is provided in the 2016 Capital Improvement Budget

---

### Attachments:

Proposed Resolution

**CITY OF BELOIT**  
**DEPARTMENTAL CORRESPONDENCE**

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**TO:** Mike Flesch

**FROM:** Andy Hill, Project Engineer 

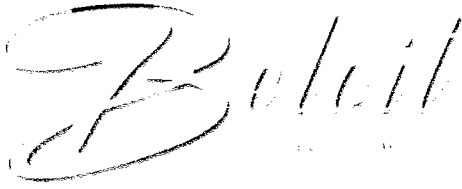
**DATE:** February 2, 2017

**SUBJECT:** Final Payment Contract C16-07  
Street Resurfacing


The work on this project was completed on September 20, 2016. I have inspected the work and find it to be satisfactory and in compliance with the requirements of the contract. The contractor has asked for final payment. The project was inspected by city staff. The final payment quantities have been approved by the contractor.

The original contract amount was for \$628,294.70, and the final contract amount is \$663,505.70. The increase in cost was due to emergency repairs necessary on Cleveland, Johnson, and Hazel where the subgrade was unable to support the construction equipment after the surface was removed. Payments to date under this contract total \$602,983.57, and all lien waivers from subcontractors are on file.

Therefore, I recommend a final payment in the amount of \$60,522.13 be made to Rock Road Companies, Inc.



**City Attorney's Office**  
*Interoffice Memorandum*

**To:** Andy Hill, Project Engineer  
**From:** Elizabeth A. Krueger, City Attorney   
**Re:** Final Payment Public Works Contract C16-07  
Street Resurfacing  
Rock Road Companies, Inc.  
**Date:** February 24, 2017

---

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 CHANGE OF AGENT ON THE CLASS “B” BEER  
AND “CLASS B” INTOXICATING LIQUOR LICENSE OF BELOIT  
PROFESSIONAL BASEBALL ASSOCIATION, INC.  
D/B/A BELOIT SNAPPERS**

**WHEREAS**, the Agent of record for Beloit Professional Baseball Association, Inc., d/b/a Beloit Snappers, located at 2301 Skyline Drive is Timothy Hinds;

**WHEREAS**, Beloit Professional Baseball Association, Inc. d/b/a Beloit Snappers, has requested and the Alcohol Beverage License Control Committee has recommended that the Agent be changed to Seth Egan Flolid for the licensing period ending June 30, 2017.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Beloit that the Agent for the alcohol beverage license for Beloit Professional Baseball Association, Inc. d/b/a Beloit Snappers, located at 2301 Skyline Drive, is hereby changed to Seth Egan Flolid.

Dated this 20th day of March, 2017.

**BELOIT CITY COUNCIL**

\_\_\_\_\_  
David F. Luebke, City Council President

Attest:

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

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

---

**Topic:** Resolution approving Change of Agent on the Class “B” Beer and “Class B” intoxicating liquor License for Beloit Professional Baseball Association, Inc. dba Beloit Snappers, located at 2301 Skyline Dr., Beloit from Timothy Hinds to Seth Egan Flolid.

**Date:** March 14, 2017

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

**Department:** City Clerk

---

### Overview/Background Information:

Beloit Professional Baseball Association, Inc. dba Beloit Snappers, located at 2301 Skyline Dr., in the City of Beloit has requested that Seth Egan Flolid be appointed the new agent for the license period ending June 30, 2017.

---

### Key Issues (maximum of 5):

1. Beloit Professional Baseball Association, Inc. dba Beloit Snappers, located at 2301 Skyline Dr., in the City of Beloit, has appointed Seth Egan Flolid as Agent via DOR Form AT-107a, replacing Timothy Hinds.
2. A complete application with fees has been submitted to the Clerk’s office and was placed on the March 14<sup>th</sup> ABLCC agenda for consideration and recommendation to the City Council. The Committee recommends approval of agent by a vote of 4-0.
3. Captain Risse certified that he checked municipal and state criminal records and to the best of his knowledge, with the available information, the character, record and reputation are satisfactory and therefore, has no objection to the agent appointment.
4. Captain Risse asked Mr. Flolid to reaffirm his answer to question #9 on his supplemental questionnaire for agents which asks if he understands that he can be personally given citations by the Police Department for such things as underage sales, open after hours or other related violations, even when he is not on the premises. Mr. Flolid reaffirmed that he understood this responsibility.

**Conformance to Strategic Plan:** N/A

---

### Sustainability:

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

---

### Action required/Recommendation:

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

---

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

---

### Attachments:

Corporate Letter appointing agent, Schedule of Appointment, Auxiliary Questionnaire and Supplemental Questionnaire

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer(s)/members/managers of Beloit Professional Baseball Association, Inc PBA: Beloit Snappers (registered name of corporation/organization or limited liability company)

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

located at Pohlman Field / Telfer Park / 2301 Skyline Dr.

appoints Seth Egan Flolid (name of appointed agent) 840 1/2 E Grand Ave Beloit, WI 53511 (home address of appointed agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 4 years

Place of residence last year 1126 Pilgrim Way Green Bay, WI 54304

For: Beloit Professional Baseball Association, Inc (name of corporation/organization/limited liability company)

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

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

ACCEPTANCE BY AGENT

I, Seth Egan Flolid (print/type agent's name), hereby accept this appointment as agent for the

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

[Signature] (signature of agent) 3/7/17 (date) Agent's age [Redacted]

840 1/2 E. Grand Ave. Beloit, WI 53511 (home address of agent) Date of birth [Redacted]

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

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

Approved on 03/07/17 (date) by [Signature] (signature of proper local official) Title City BPD (town chair, village president, police chief)



### AT-107a: SCHEDULE FOR SUCCESSOR OF AGENT

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

City of Beloit (Municipality) Wisconsin March 7 20 17 (Date)

1. Name of agent Seth Egan Flolid

- Yes No
2. [X] [ ] Are you of legal drinking age?
3. [X] [ ] Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent?
4. [ ] [X] Have you ever been convicted of a federal law violation?
5. [ ] [X] Have you ever been convicted of a State law violation?
6. [ ] [X] Have you ever been convicted of a Local ordinance violation?
7. [X] [ ] Have you completed the required responsible beverage server program per sec. 125.04(5)(a)5, Wis. Stats.?

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

[Signature] (Signature of Agent)
340 1/2 E. Grand Ave Beloit WI 5351 (Address)

#### SUCCESSOR AGENT

The undersigned appoints Seth Egan Flolid as agent in accordance with sec. 125.04(6), Wis. Stats.

Name of Permittee Beloit Professional Baseball Association, Inc DBA Beloit Snappers

Date March 17 20 17

By [Signature] (Signature of President/Member)
[Signature] (Signature of Secretary/Member)

I hereby accept appointment as agent for Beloit Professional Baseball Association, Inc and assume full responsibility or the conduct of the business relative to fermented malt beverages and intoxicating liquors.

Date March 7 20 17 [Signature] (Signature of Agent)

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

Beloit PD WI 03/07 20 17 (Municipality) (Date)
[Signature] (Signature of Official)
Captain BPD. (Title)

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Flolid		Seth		Egan	
Home Address (street/route)		Post Office	City	State	Zip Code
840 1/2 E. Grand Ave		<del>53511</del>	Beloit	WI	53511
Home Phone Number		Age	Date of Birth	Place of Birth	
[REDACTED]		[REDACTED]	[REDACTED]	Boise, ID	

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

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

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

- How long have you continuously resided in Wisconsin prior to this date? 8 months 4 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending. OWI charges pending
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Green Bay Bullfrogs	315 S Baird St. Green Bay, WI 54301	Feb. 16	July '16
Employer's Name	Employer's Address	Employed From	To
Beloit Snappers	2301 Skyline Drive Beloit, WI 53511	Feb '14	Feb '16

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

Subscribed and sworn to before me

this 7 day of March, 2017

[Signature]  
(Clerk/Notary Public)

[Signature]  
(Signature of Named Individual)

My commission expires 8-23-19



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Wisconsin Department of Revenue

**RESOLUTION APPROVING CHANGE OF AGENT ON THE CLASS "A" BEER  
AND "CLASS A" INTOXICATING LIQUOR LICENSE FOR  
WAL-MART SUPERSTORES EAST, LP, D/B/A WAL-MART SUPERCENTER #2532**

**WHEREAS**, the Agent of record for Wal-Mart Superstores East, LP, d/b/a Wal-Mart Supercenter #2532, located at 2785 Milwaukee Road Beloit is Leah Wampole;

**WHEREAS**, Wal-Mart Superstores East, LP, d/b/a Wal-Mart Supercenter #2532, has requested and the Alcohol Beverage License Control Committee has recommended that the Agent be changed to Jeffrey C. Scheuerell for the licensing period ending June 30, 2017.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Beloit that the Agent for the alcohol beverage license for Wal-Mart Superstores East, LP, d/b/a Wal-Mart Supercenter #2532, located at 2785 Milwaukee Road, is hereby changed to Jeffrey C. Scheuerell.

Dated this 20th day of March, 2017.

**BELOIT CITY COUNCIL**

---

David F. Luebke, City Council President

Attest:

---

Lorena Rae Stottler, City Clerk

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Resolution approving **Change of Agent** on the Class "A" Beer and "Class A" intoxicating liquor License for Wal-Mart Supercenter #2532, located at 2785 Milwaukee Road, Beloit from Leah Wampole to Jeffrey C. Scheuerell.

**Date:** March 14, 2017

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

**Department:** City Clerk

---

### Overview/Background Information:

Wal-Mart Supercenter #2532, located at 2785 Milwaukee Road, in the City of Beloit has requested that Jeffrey C. Scheuerell be appointed the new agent for the license period ending June 30, 2017.

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### Key Issues (maximum of 5):

1. Wal-Mart Supercenter #2532, located at 2785 Milwaukee Road, in the City of Beloit, has appointed Jeffrey C. Scheuerell as Agent via corporate letter dated January 27, 2017, replacing Leah Wampole.
2. A complete application with fees has been submitted to the Clerk's office and was placed on the March 14<sup>th</sup> ABLCC agenda for consideration and recommendation to the City Council. The Committee recommends approval of agent by a vote of 4-0.
3. Captain Risse certified that he checked municipal and state criminal records and to the best of his knowledge, with the available information, the character, record and reputation are satisfactory and therefore, has no objection to the agent appointment.
4. Captain Risse asked Mr. Scheuerell to reaffirm his answer to question #9 on his supplemental questionnaire for agents which asks if he understands that he can be personally given citations by the Police Department for such things as underage sales, open after hours or other related violations, even when he is not on the premises. Mr. Scheuerell reaffirmed that he understood this responsibility.

**Conformance to Strategic Plan:** N/A

---

### Sustainability:

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

---

### Action required/Recommendation:

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

---

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

---

### Attachments:

Corporate Letter appointing agent, Schedule of Appointment, Auxiliary Questionnaire and Supplemental Questionnaire

ORIGINAL  
2-27-17

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

Submit to municipal clerk.

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

To the governing body of:  Town  Village of BELOIT County of ROCK  
 City

The undersigned duly authorized officer(s)/members/managers of WAL-MART STORES EAST, LP  
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as WAL-MART SUPERCENTER #2532

(trade name)  
located at 2785 MILWAUKEE ROAD, BELOIT, WI 53511

appoints JEFFREY C. SCHEUERELL  
(name of appointed agent)

N1658 PLEASANT ROAD, FORT ATKINSON, WI 53538  
(home address of appointed agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 30 YEARS

Place of residence last year N1658 PLEASANT ROAD, FORT ATKINSON, WI 53538

For: WAL-MART STORES EAST, LP  
(name of corporation/organization/limited liability company)

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

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

#### ACCEPTANCE BY AGENT

I, JEFFREY C. SCHEUERELL, hereby accept this appointment as agent for the  
(print/type agent's name)

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

[Signature] [Date] Agent's age [Redacted]  
(signature of agent) (date)  
N1658 PLEASANT ROAD, FORT ATKINSON, WI 53538 Date of birth [Redacted]  
(home address of agent)

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

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

Approved on 03/03/17 by [Signature] Title Captain  
(date) (signature of proper local official) (town chair, village president, police chief)

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

Submit to municipal clerk.

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

To the governing body of:  Town  Village of BELOIT County of ROCK  
 City

The undersigned duly authorized officer(s)/members/managers of WAL-MART STORES EAST, LP  
*(registered name of corporation/organization or limited liability company)*

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as WAL-MART SUPERCENTER #2532  
*(trade name)*

located at 2785 MILWAUKEE ROAD, BELOIT, WI 53511

appoints JEFFREY C. SCHEUERELL  
*(name of appointed agent)*

N1658 PLEASANT ROAD, FORT ATKINSON, WI 53538  
*(home address of appointed agent)*

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 30 YEARS

Place of residence last year N1658 PLEASANT ROAD, FORT ATKINSON, WI 53538

For: WAL-MART STORES EAST, LP  
*(name of corporation/organization/limited liability company)*

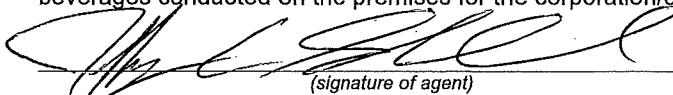
By: \_\_\_\_\_  
*(signature of Officer/Member/Manager)*

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

**ACCEPTANCE BY AGENT**

I, JEFFREY C. SCHEUERELL, hereby accept this appointment as agent for the  
*(print/type agent's name)*

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

 2/8/2017  
*(signature of agent)* *(date)*

Agent's age           

N1658 PLEASANT ROAD, FORT ATKINSON, WI 53538  
*(home address of agent)*

Date of birth           

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

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

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

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
SCHEUERELL		JEFFREY		CLEMENT	
Home Address (street/route)		Post Office	City	State	Zip Code
N1658 PLEASANT ROAD			FORT ATKINSON	WI	53538
Home Phone Number		Age	Date of Birth	Place of Birth	
[REDACTED]		[REDACTED]	[REDACTED]	STEVENS POINT, WI	

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

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

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 30 YEARS
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)  
UNDERAGE DRINKING IN 1996 OR 1997; CHARGED BY UW-WHITEWATER; FINE PAID/MATTER CLOSED.
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. (Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name <b>WALMART #2532</b>	Employer's Address <b>2785 MILWAUKEE ROAD, БЕЛОIT, WI</b>	Employed From <b>JUNE 2015</b>	To <b>PRESENT</b>
Employer's Name <b>WALMART #802</b>	Employer's Address <b>300 6TH AVENUE WEST, MONROE, WI</b>	Employed From <b>2010</b>	To <b>JUNE 2015</b>

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

Subscribed and sworn to before me

this 8<sup>th</sup> day of February, 2017  
Cassia Veysel  
(Clerk/Notary Public)

[Signature]  
(Signature of Named Individual)

My commission expires 9/16/17  
State of Wisconsin, County of Rock





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Scottsdale  
Tampa  
Tucson  
Washington, D.C.

Writer's Direct Dial: 813.387.0279  
E-Mail: [becky.diller@quarles.com](mailto:becky.diller@quarles.com)

February 10, 2017

**VIA UPS**

Judith A. Elson  
Deputy City Clerk  
City of Beloit  
100 State Street  
Beloit, WI 53511

**RE: Change of Agent for Alcohol Beverage License for Walmart #2532**

Dear Judy:

This letter is to notify you that there has been a change of agent for the Class A Alcohol Beverage License for the Walmart store located in the City of Beloit. The licensee, Wal-Mart Stores East, LP, has appointed the store manager, Jeffrey Scheuerell, as the new agent effective immediately. Accordingly, enclosed for filing are the following documents:

1. Letter of notification from Wal-Mart Stores East, LP
2. Schedule for Appointment of Agent (signed in counterpart)
3. Auxiliary Questionnaire for Jeffrey Scheuerell, along with a copy of his Operator's License
4. Supplemental Questionnaire for Agents
5. Check in the amount of \$10 in payment of the applicable fee.

If you have any questions or need additional information, please feel free to contact me at (813) 387-0279 or by email at [becky.diller@quarles.com](mailto:becky.diller@quarles.com).

Very truly yours,

Rebecca A. Diller  
Corporate Paralegal

Enclosures  
QB22083110.2





January 27, 2017

Judith A. Elson  
Deputy City Clerk  
City of Beloit  
100 State Street  
Beloit, WI 53511

RE: Change of Agent for Walmart #2532

Dear Ms. Elson:

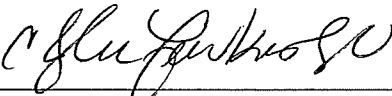
This letter is to notify the City of Beloit that there has been a change in management at Walmart #2532 located at 2785 Milwaukee Road. Leah R. Walpole, assistant manager and agent for the Alcohol Beverage License, is no longer at this location. Therefore, effective immediately, we are appointing the store manager, Jeffrey Scheuerell, as the license agent for this location.

If you have any questions, please feel free to contact me.

Very truly yours,

WAL-MART STORES EAST, LP

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

  
Glen Fewkes, Manager, Licensing Compliance  
Wal-Mart Stores East, LP  
702 SW 8th Street, Dept 8916  
Bentonville, AR 72716-0500  
Phone: (479) 204-3074

**RESOLUTION APPROVING A CLASS “B” BEER  
AND “CLASS B” INTOXICATING LIQUOR LICENSE FOR  
J T HANKINS LLC, D/B/A THE RESTAURANT AT “MUNI”**

**WHEREAS**, an application has been received for a Class “B” Beer and “Class B” Intoxicating Liquor License from J T Hankins LLC, d/b/a The Restaurant at “Muni”, (Krueger-Haskell Golf Course Clubhouse) Joelle K. Hankins, Agent for the property located at 1611 Hackett Street, Beloit, Wisconsin; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Beloit does hereby approve a Class “B” Beer and “Class B” Intoxicating Liquor License for J T Hankins LLC, d/b/a The Restaurant at “Muni”, (Krueger-Haskell Golf Course Clubhouse) Joelle K. Hankins, Agent for the property located at 1611 Hackett Street, Beloit, Wisconsin.

Dated this 20th day of March, 2017.

\_\_\_\_\_  
David F. Luebke, City Council President

ATTEST:

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



## CITY OF BELOIT

### REPORTS AND PRESENTATIONS TO CITY COUNCIL

---

**Topic:** Application for a Class “B” Beer and “Class B” Liquor License for JT Hankins LLC d/b/a The Restaurant at “Muni”, located at 1611 Hackett Street, Joelle K. Hankins (Agent) for the license period ending June 30, 2017.

**Date:** March 20, 2017

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

**Department:** City Clerk

---

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

Thomas Hankins of JT Hankins LLC is making application to establish his business to be located at 1611 Hackett Street (Krueger-Haskell Golf Course Clubhouse) to be known as The Restaurant at “Muni” and is applying for a Class “B” Beer and “Class B” Liquor License for the license period ending June 30, 2017.

---

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

1. JT Hankins LLC d/b/a The Restaurant at “Muni” to be located at 1611 Hackett Street, in the City of Beloit is requesting to establish a business with a Class “B” Beer and “Class B” Liquor License for the license period ending June 30, 2017.
2. An application with publication fees has been submitted to the Clerk’s office and was referred to the ABLCC for their March 14<sup>th</sup> agenda by the City Council on March 6<sup>th</sup> via the consent agenda.
3. Captain Risse certified that he checked municipal and state criminal records and to the best of his knowledge, with the available information, the character, record and reputation are satisfactory and therefore, has no objection to the agent appointment.
4. Captain Risse asked Ms. Hankins to reaffirm his answer to question #9 on her supplemental questionnaire for agents which asks if she understands that she can be personally given citations by the Police Department for such things as underage sales, open after hours or other related violations, even when she is not on the premises. Ms. Hankins reaffirmed that she understood this responsibility.
5. The ABLCC reviewed this application at their March 14<sup>th</sup> meeting and is recommending approval on a vote of 4-0.
6. The City Council will take action on the recommendation of the ABLCC at their March 20, 2017 for regular meeting.
7. D & D Buck, LLC d/b/a Buckey’s Bunker has submitted a letter relinquishing its license upon approval of this application by the City Council at its March 20, 2017 meeting .

---

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

---

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

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

---

**Action required/Recommendation:** Staff recommends that the City Council approve this referral to the ABLCC and will expect to see this application return to the Council for a decision at its March 20<sup>th</sup> Regular City Council Meeting.

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

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

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning April 1 2017 ;  
 ending June 30 2017 ;

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

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

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

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

2. Name (Individual/partners give last name, first, middle; corporations/limited liability companies give registered name): JT Hankins LLC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Thomas Hankins</u>	<u>V. President</u>	<u>1804 Henderson, Beloit</u>
Vice President/Member	<u>Joelle Hankins</u>	<u>V. Pres.</u>	<u>"</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Joelle K. Hankins</u>	<u>1804 Henderson</u>	<u>Beloit</u>
Directors/Managers	<u>"The Restaurant at Muni"</u>		

3. Trade Name "The Restaurant at Muni" Business Phone Number 608 314 5939  
 4. Address of Premises 1611 Hackett St Post Office & Zip Code Beloit 53511

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No  
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No  
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No  
 8. (a) Corporate/limited liability company applicants only: Insert state WI and date 09/11/15 of registration.  
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No  
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No  
 (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

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

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

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

**SUBSCRIBED AND SWORN TO BEFORE ME**

this 24th day of February  
  
Chris Fry (Clerk/Notary Public)  
Thomas E. Hankins (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)  
Thomas E. Hankins (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)  
 My commission expires 8/10/18  
 (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

Applicant's WI Seller's Permit No.: <u>Pending</u>	FEIN Number:
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
<b>TOTAL FEE</b>	<b>\$</b>

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

**AUXILIARY QUESTIONNAIRE  
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <b>Hankins</b>		(first name) <b>Thomas</b>	(middle name) <b>Leo</b>	
Home Address (street/route) <b>1804 Henderson</b>		Post Office	City <b>Beloit</b>	State <b>WI</b> Zip Code <b>53511</b>
Home Phone Number [REDACTED]		Age [REDACTED]	Date of Birth [REDACTED]	Place of Birth <b>Beloit WI</b>

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

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

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 58 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
If yes, identify. Tim Hankins @ Side of Tanahans Irish Pub Class B Beer LLC  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
If yes, identify.  
(Name of Wholesale Licensee, or Permittee) (Address By City and County)

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

Employer's Name <b>Tagsbag Too</b>	Employer's Address	Employed From <b>92</b>	To <b>95</b>
Employer's Name <b>The Landing</b>	Employer's Address	Employed From <b>90</b>	To <b>92</b>

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

Subscribed and sworn to before me  
this 24 day of February, 20 17  
Arena A. Mianecch  
(Clerk/Notary Public)

Thomas Hankins  
(Signature of Named Individual)

My commission expires 1/6/2018



Printed on Recycled Paper  
Wisconsin Department of Revenue

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <b>Hankins</b>		(first name) <b>Joelle</b>		(middle name) <b>Katherine</b>	
Home Address (street/route) <b>1804 Henderson</b>		Post Office	City <b>Beloit</b>	State <b>WI</b>	Zip Code <b>53511</b>
Home Phone Number <b>[REDACTED]</b>		Age <b>[REDACTED]</b>	Date of Birth <b>[REDACTED]</b>	Place of Birth <b>Beloit WI</b>	

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

Applying for an alcohol beverage license as an individual.  
 A member of a partnership which is making application for an alcohol beverage license.  
 **Joelle K Hankins** of **DBA The Restaurant JT Hankins LLC**  
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)  
 at "muni" which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 26 years

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

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

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

5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. Suds O'Hanahan's Irish Pub Inc. 433 E. Grand Ave. Beloit  
(Name of Wholesale Licensee or Permittee) (Address By City and County)

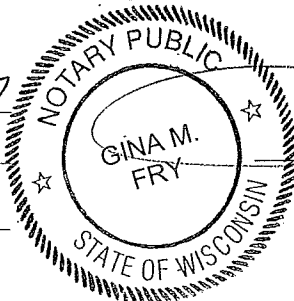
6. Named individual must list in chronological order last two employers.

Employer's Name <b>CFS Head Start Rock/Walworth</b>	Employer's Address <b>1221 Henry Ave, Beloit</b>	Employed From <b>Aug. 1990</b>	To <b>Present</b>
Employer's Name <b>Cartunes</b>	Employer's Address <b>Prairie Ave. Beloit</b>	Employed From <b>June '92</b>	To <b>Oct. '95</b>

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

Subscribed and sworn to before me

this 24<sup>th</sup> day of February, 2017  
Gina M. Fry  
(Clerk/Notary Public)



Joelle K. Hankins  
(Signature of Named Individual)

My commission expires 8/10/18



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

Submit to municipal clerk.

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

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

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

a corporation/organization of limited liability company making application for an alcohol beverage license for a premises known as The Restaurant at "Momi"  
(trade name)

located at 1611 Hackett St Beloit WI 53511

appoints Joelle K Hankins  
(name of appointed agent)  
1804 Henderson Beloit  
(home address of appointed agent)

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

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

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

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

Place of residence last year 1804 Henderson Ave., Beloit

For: \_\_\_\_\_  
(name of corporation/organization/limited liability company)  
By: \_\_\_\_\_  
(signature of Officer/Member/Manager)  
And: \_\_\_\_\_  
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

\* I, Joelle K. Hankins  
(print/type agent's name), hereby accept this appointment as agent for the

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

Joelle K. Hankins 02-24-17 Agent's age [redacted]  
(signature of agent) (date)  
1804 Henderson Ave., Beloit, WI Date of birth [redacted]  
(home address of agent)

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

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

Approved on 03/03/17 by [Signature] Title Captain BPD  
(date) (signature of proper local official) (town chair, village president, police chief)

# ALCOHOL LICENSE RELINQUISHMENT

Date: February, 2017

Business Name: D & D Buck, LLC

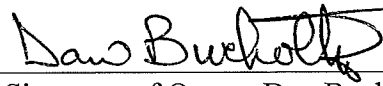
Address of Business: 1611 Hackett Street, Beloit, WI 53511

Name of Owner(s): Dan & Dede Bucholtz

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

license to: JT Incorporated


upon the Beloit City Council granting the same.

  
Signature of Owner Dan Bucholtz

  
Signature of Owner Dede Bucholtz

Return to:

Beloit City Clerk  
100 State Street  
Beloit, WI 53511

Received 2-21-17  




**RESOLUTION APPROVING  
CLUBHOUSE FOOD AND BEVERAGE OPERATING AGREEMENT  
FOR KRUEGER-HASKELL MUNICIPAL GOLF COURSE**

**WHEREAS**, the Krueger-Haskell Golf Course includes a clubhouse with a restaurant operation providing food and beverage service; and

**WHEREAS**, the prior operator of the clubhouse restaurant facility has terminated its contractual arrangement with the City; and

**WHEREAS**, the City has distributed a request for proposals for said operation and reviewed no responses thereto; and

**WHEREAS**, the City subsequently entered into negotiations with JT Hankins, LLC for the operation of the concessions; and

**WHEREAS**, the attached operating agreement is believed to be in the best interests of the City.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Beloit, Rock County, Wisconsin hereby approves the attached Clubhouse Food and Beverage Operating Agreement and authorizes the City Manager to execute the operating agreement and to do all other things necessary and appropriate for the implementation thereof.

Adopted this 20<sup>th</sup> day of March, 2017.

**City Council of the City of Beloit**

\_\_\_\_\_  
**David F. Luebke, President**

**Attest:**

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

# CITY OF BELOIT



## REPORTS AND PRESENTATIONS TO CITY COUNCIL

**Topic:** RESOLUTION APPROVING OPERATING AGREEMENT WITH JT HANKINS, LLC FOR THE OPERATION OF CONCESSIONS AT KRUEGER HASKELL GOLF COURSE

**Date:** March 20, 2017

**Presenter:** Brian Ramsey, Director of Parks and Leisure Services      **Department:** Public Works - Parks

### Overview/Background Information:

This agreement will allow for a concessionaire to operate the food and beverage service at the Krueger Haskell Municipal Golf Course for a minimum of three (3) years, with an option for a two (2) one- year extension.

### Key Issues (maximum of 5):

1. The City issued a Request for Proposals (RFP) to operate the golf course concessions at Krueger Haskell Municipal Golf Course in local and regional newspapers. The City also directly-mailed the RFP to over 35 businesses in Beloit and the Stateline area in October and November of 2016. The City received no responses to this RFP.
2. In January, the City was approached by Tom Hankins with a request to provide concessionaire services at the golf course through his limited liability company, JT Hankins, LLC .
3. JT Hankins, LLC will be responsible for all direct operating cost of food, supplies, personnel, and cleaning the facility and will pay annual franchise fee just under the amount of fees received in prior years' operating agreements.
4. JT Hankins, LLC will be required to meet all applicable state and local laws as related to operation of a food service business, as well as all other requirements as referenced in the Operating Agreement, including appropriate insurance coverage(s).
5. JT Hankins, LLC will be operational a minimum of 12 hours daily (8am-8pm) in order to effectively provide food and beverage services to the general public, including Golf patrons, Playday Events/Golf Outings, and special events as requested.

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

1. Continue competitive and sustainable economic development focused on retention and recruitment to fully serve the business and entrepreneurial community resulting in private investment and job creation.
2. Communicate and partner with other jurisdictions and organizations to coordinate effective and efficient service delivery and stimulate prosperity.

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

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

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

### Action required/Recommendation:

Approval the Resolution

### Fiscal Note/Budget Impact:

Projected revenue is \$7,000 per year for 2017-2019 with the possibility of revenue of \$8,400 per year in 2020 and 2021.

### Attachments:

Proposed Resolution  
Operating Agreement

**CLUBHOUSE FOOD AND BEVERAGE OPERATING AGREEMENT  
FOR KRUEGER-HASKELL MUNICIPAL GOLF COURSE**

**THIS AGREEMENT** is made this 20<sup>th</sup> day of March, 2017, by and between the City of Beloit, a Wisconsin municipal corporation, with its principal offices located at 100 State Street, Beloit, Wisconsin (hereinafter referred to as the “**City**”) and JT Hankins, LLC, 1804 Henderson Avenue, Beloit, Wisconsin (hereinafter referred to as the “**Operator**”).

**WHEREAS**, the **City** owns, operates and maintains the Krueger-Haskell Municipal Golf Course;  
and

**WHEREAS**, the **City** desires to hire a competent and qualified operator to provide certain services at Krueger-Haskell Municipal Golf Course; and

**WHEREAS**, **Operator** desires to provide those services to the **City**; and

**WHEREAS**, the **City** believes that **Operator** is competent and qualified to provide those services to the public.

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between the parties as follows:

1. **TERM OF CONTRACT: OPTION TO RENEW**

1.1 **Term:** The term of this Agreement shall be for the 2017, 2018 and 2019 golf seasons; April 1, 2017 through October 31, 2019 with each season to commence on April 1 and end on October 31. The **Operator** shall have the right to extend this Agreement for two additional annual periods for the 2020 and 2021 golf seasons; provided that this Agreement is not earlier terminated and that the **Operator** provides the **City** with advance written notice of intent to renew not later than October 15 nor earlier than September 15 of 2019 and 2020 for the respective renewal periods of 2020 and 2021. **Operator** recognizes that the **City** has the exclusive right to determine the exact starting and closing dates for the season, along with operational periods during the season, which, among other things, are dependent upon weather conditions and the condition of the golf course. Food and beverage service

shall begin each season, at least concurrent with the opening of the golf course and continue until October 31 unless the course is closed for the year prior to said date. Notwithstanding the above, the **Operator** shall have the right to terminate this Agreement for any ensuing year by providing written notice of termination to the City no later than September 1 of each year. Should the **City** fail to open the course by April 1 for the season or close the course for the season prior to October 31 the Operator may choose not to operate and if so shall be entitled to a prorata adjustment in the monthly portion of the annual fee computed on the number of days during which Operator does not operate. Should the course open for the season prior to April 1 or remain open for the season after October 31 the Operator may choose to operate during such times and in such case shall pay the City a prorata additional annual fee computed on the number of days in excess of the season the Operator operates. No prorata adjustments shall be made in the case of periodic course closures due to weather and course conditions and the provisions herein for prorata adjustments shall only be applicable to the opening or closing of the course for the season.

1.2 **Year-Round Operation:** **Operator** may operate a restaurant and bar in the clubhouse from November 1<sup>st</sup> through March 31<sup>st</sup> of each annual period, provided that the parties can agree upon the terms and conditions for operation of the restaurant and bar, including any concession fees, and provided further that the **Operator** is in full compliance with all of the terms and conditions herein. If **Operator** is interested in operating a restaurant and bar during the months of December, January and February, **Operator** shall notify the **City** of such interest on or before September 1<sup>st</sup> of each year.

## 2. **NATURE OF CONTRACT**

2.1 **Not a Lease:** It is expressly understood and agreed that this Agreement is not a lease or a conveyance of real estate, but merely a granting of the right to conduct certain activities and provide certain services for the benefit and convenience of the public.

2.2 **Franchise:** The **City** hereby grants to **Operator** a franchise to operate the food and

beverage concession located at the Krueger-Haskell Municipal Golf Course Clubhouse during the term of this Agreement.

3. **PREMISES**

3.1 **Description of City Facilities and Equipment:** The **City** hereby agrees that facilities and equipment to be used by **Operator** in the operation of the concession granted shall include the following:

- (A) The real estate shown on Exhibit A.
- (B) The clubhouse, which is located on the premises shown on Exhibit A. This shall include the entirety of the clubhouse provided the City shall have the right to use area of the front counter for merchandise and pass/ticket sales.
- (C) The personal property owned by the **City** as described in Exhibit B.

3.2 **Modifications of City Facilities and Equipment:** **Operator** shall not be permitted to make any changes or modifications to either the general course layout or any of the buildings on the premises without the prior written consent of the **City**. Representatives of the **City** and **Operator** shall meet prior to each golf year to inspect the clubhouse and establish a list of improvements and repairs to be performed by each party during the year.

3.3 **Vending:** **Operator** shall have the right to install and operate vending machines in the area immediately adjacent to the clubhouse, provided he obtains written approval from the Director of Parks and Leisure Services as to the exact location and number of such machines. Such approval shall not be unreasonably withheld. **Operator** shall also have the first right of refusal to provide any “on course” vending machines as the City may from time to time propose.

3.4 **On Premise Signage:** **Operator** shall not erect or display, or permit to be erected or displayed, on the premises any permanent sign or advertising matter of any kind without first obtaining the consent of the **City** and only if the sign complies with local sign ordinances. Any sign or

advertisement within the clubhouse shall be of good quality, and requires advance permission from the Director of Parks & Leisure Services or his designee. No signage may be taped to the walls, windows or doors of the clubhouse facility. No signage shall be installed so as to block the view of the golf course from the clubhouse.

3.5 **Surrender of City Facilities and Equipment:** **Operator** shall remove its personal property from the premises shown on Exhibit A and shall vacate the same and surrender it to the **City** within thirty (30) days after expiration of the term of this Agreement, provided that no renewal is finalized for the following season. **Operator** shall surrender the buildings and building fixtures to the **City** in the condition specified by paragraph 11.2(H) of this Agreement and shall surrender the **City's** equipment and personal property to the **City** in the condition specified by paragraph 11.2(H) of this Agreement.

#### 4. **USE OF PREMISES**

4.1 **Primary Purpose:** **Operator** agrees to use the premises primarily for the purpose of operating a food and beverage concession facility at the municipal golf course.

4.2 **Use of Clubhouse:** The clubhouse shall be open to the public and have food and beverage service available during all hours of operation during the golf season. The golf season normally begins on April 1<sup>st</sup> and ends on October 31<sup>st</sup>, weather permitting. The starting and ending of the golf season may vary depending on weather conditions and therefore the **City** encourages the **Operator** to provide services simultaneously with the **City** operations at other times of the year.

#### 5. **RELATIONSHIP BETWEEN THE CITY AND THE OPERATOR**

The relationship between the **City** and **Operator** shall be one of independent contractor and not one of employer and employee. **Operator** hereby acknowledges that it is an independent contractor under the United States Internal Revenue Code and agrees to comply with all tax laws applicable to an independent contractor. **Operator** shall supply its employer identification number to the Director of

Parks and Leisure Services before commencing any work under this Agreement.

6. **RULES AND REGULATIONS**

6.1 **Enforcement of Rules and Regulations:** **Operator** shall adhere to all **City** ordinances applicable to Operator's operations at the course.

7. **PERSONNEL**

7.1 Appointment of Operations Manager: The parties acknowledge that Tom Hankins and Joelle Hankins are the responsible parties regarding the operations contemplated by this Agreement (the "Responsible Parties"). The Responsible Parties may appoint another person(s) and delegate certain management responsibilities to such person(s) during any period of time wherein the Responsible Parties are absent from the premises (an "Operations Manager"). The parties acknowledge that one of the Responsible Parties or their appropriately appointed Operations Manager(s) shall be present at all times during regular hours of operation of Operator's business on the premises. The Director of Parks and Leisure Services, or his/her designee, shall be notified in advance of the Responsible Parties' absence when it is expected to exceed two days. The Director of Parks and Leisure Services, or his/her designee, shall be notified of the names and contact information for the Operations Manager(s).

7.2 **Other Employees:** **Operator** shall provide sufficient and competent employees to adequately manage and operate the clubhouse facilities, and shall be obligated to pay all salaries for such employees, including the withholding of payroll, social security taxes, workers compensation, and other personnel costs which may be required. Said employees shall be competent and able to deal effectively and courteously with the general public in a recreational setting. **Operator** shall further provide adequate training to said employees.

7.3 **Employee Dress:** **Operator** shall require its employees to dress in an appropriate manner. **Operator** shall provide all employees with a staff shirt. The design, style and color of the shirt

shall be approved by the Director of Parks and Leisure Services, or his/her designee. All employees shall wear name badges.

8. **FRANCHISE FEE**

8.1 **Annual Fee:** Operator agrees to pay the City an annual franchise fee.

(A) **2017 – 2019 Golf Season.** For the 2017 – 2019 golf season, and any subsequent renewals, said base annual franchise fee shall be paid in seven (7) equal installments on the first day of each month starting on April 1, 2017 and ending on October 1, 2019 as indicated in the following matrix (below) and subject to the provisions in Paragraph 1.1 herein:

<b><u>Year</u></b>	<b><u>Monthly Payment (1-7)</u></b>	<b><u>Base Total</u></b>
<b>2014</b>	<b>\$1,000 (April – October)</b>	<b>\$7,000</b>
<b>2015</b>	<b>\$1,000 (April – October)</b>	<b>\$7,000</b>
<b>2016</b>	<b>\$1,000 (April – October)</b>	<b>\$7,000</b>

(B) **2020 & 2021 Golf Seasons.** Should this Agreement be renewed for 2020 and 2021, the base annual franchise fee shall be paid in seven (7) equal installments on the first day of each month starting on April 1, 2020 and ending on October 1, 2021 as indicated in the following matrix (below):

<b><u>Year</u></b>	<b><u>Monthly Payment (1-7)</u></b>	<b><u>Base Total</u></b>
<b>2020</b>	<b>\$1,200</b>	<b>\$8,400</b>
<b>2021</b>	<b>\$1,200</b>	<b>\$8,400</b>

8.2 **Late Charges:** Each installment shall be subject to a delinquency charge of \$200.00 per month (or fractional month) if paid on or after the tenth (10th) day of the month in which the installment is due. A payment over 30 days late shall be cause for immediate termination. This Late



Charge Fee will not be enforced within the first year (2017) of this Agreement only, provided that the Base Franchise Fee is paid in full by November 1, 2017.

9. **GOLF COURSE FEES**

9.1 **Golf Fees:** Operator's officers and employees may use the golf course, provided that they pay all applicable golf fees.

9.2 **Liability for Loss or Theft of Operator's Valuables:** Operator shall keep its money and other valuables in a safe and secure location. Operator shall obtain, at Operator's expense, a Fidelity/Crime policy of insurance covering robbery or loss of valuables whether due to an inside or outside source. The policy should have limits adequate to cover any potential loss and shall name the City as an additional insured. The Fidelity/Crime policy shall be listed on the certificate of insurance required by paragraph 19 of this Agreement.

10. **HOURS OF OPERATION**

10.1 **Golf Course:** The golf course shall be open to and available for use by the public from approximately dawn to dusk during the golf course season, which is April 1<sup>st</sup> through October 31<sup>st</sup>, weather permitting. Those dates and hours may be changed by the Director of Parks and Leisure Services, or his/her designee, if, in his/her opinion, weather or course conditions require a periodic course closure. The Director of Parks and Leisure Services, or his/her designee, may close the golf course, or any part thereof, when in his/her judgment, conditions are such that continued golf play may result in damage to the golf course or present a hazard to golfers. In addition the Director of Parks and Leisure Services, or his/her designee, may open the course for the season prior to April 1<sup>st</sup> or close the course for the season prior to October 31<sup>st</sup> in any given year.

10.2 **Clubhouse:** Operator agrees to keep the clubhouse open to the public from 8:00 a.m. to 8:00 p.m., at a minimum, during the golf season, unless the golf course has been closed by the Director of Parks and Leisure Services or his/her designee. Operator may choose to operate at any other

hours beyond the minimum Operator chooses provided any sale of alcohol complies with the applicable time limits thereon. Should the City close the course for a given day or portion thereof the Operator is not obligated to operate during any such periodic closure but may elect to remain open.

10.3 **Beverage Cart:** Operator shall operate the beverage cart at a minimum of 42 hours per week, and at the additional times herein described:

- (A) For all scheduled events including Golf Outings (Playdays), Tournaments, and/or Leagues having a participation of 30 or more golfers;
- (B) On the following holidays: Memorial Day, July 4th, Labor Day, and Father's Day.
- (C) The **Operator** will present a bi-weekly schedule one week in advance designating the dates & times that the beverage cart will be operating on the golf course.

11. **MAINTENANCE, REPAIRS, DAMAGE, AND DESTRUCTION OF GOLF COURSE GROUNDS, BUILDINGS, AND FIXTURES**

11.1 **City Responsibilities:**

- (A) **Major Repairs:** The **City** shall assume responsibility for all major repairs to the buildings shown in Exhibit A. Major repairs are structural repairs, including but not limited to categories as: the building floors, walls, and roof, and the exterior plumbing, electrical, sewer, heating, and air conditioning systems.
- (B) **Minor Repairs:** The **City** shall be responsible for minor repairs, other than those described in paragraph 11-2(E) below. Examples of minor repairs include, but are not limited to, repairs to kitchen fixtures and appliances owned by the **City** as described in Exhibit B.
- (C) Any major or minor repairs that are necessitated as a result of either the negligence or actions or inactions of **Operator**, its employees, agents, or invitees

shall be the responsibility of **Operator**.

- (D) The **City** agrees to have the carpeting at the clubhouse cleaned prior to the opening of each golf season.
- (E) The **City** agrees to purchase and provide the hand towels and paper product(s) for the clubhouse restrooms at no charge to the **Operator**.
- (F) The **City** shall provide the **Operator** the first right of refusal to purchase exclusive placement of a restaurant/food service ad on the Krueger-Haskell Golf Course Scorecard. Additionally, **Operator** agrees other restaurants may advertise on said Scorecard, but the **City** will not accept such ads offering any type of discounting or food service specials.
- (G) The **City** shall be responsible for annual cleaning and inspection of the clubhouse stove fire protection system before each golf season.

11.2 **Operator Responsibilities:**

- (A) **Report of Complaints:** **Operator** shall immediately notify the Director of Parks and Leisure Services, or his/her designee, of any problems or complaints regarding the food and beverage area, and/or other areas of the clubhouse including the golf course.
- (B) **Maintenance of Buildings:** **Operator** shall be responsible for the general maintenance of the clubhouse on a daily basis. Maintenance includes janitorial service for all interior facilities of the clubhouse, exterior entrances of the clubhouse, and daily vacuuming of the clubhouse carpeting. **Operator** shall provide all necessary cleaning supplies and equipment for these services. **Operator** agrees to post the daily cleaning schedule of the restrooms in the safe/storage room for review and inspection by the **City**.

- (C) **Maintenance of Kitchen Equipment:** Kitchen equipment, especially the grill and exhaust fan, shall not be allowed to be coated with grease. **Operator** shall be solely responsible for establishing a proper grease trap cleaning schedule meeting the requirements of Chapter 29 of the City of Beloit Code of Ordinances and shall further be responsible for obtaining any necessary permits or licenses therefore. The exhaust filters shall be cleaned at least monthly. The grease trap shall be cleaned as needed and the material properly disposed of off-site. The floor behind the counter shall be mopped and scrubbed regularly, specifically the area under the fryer and stove.
- (D) **Compliance with Health Codes:** All state and local health laws and regulations (including any applicable Rock County ordinances) shall be strictly complied with, such as vacuuming, table cleaning, emptying of waste containers and other necessary miscellaneous housekeeping duties. The **City** can and shall without notice inspect and demand that conditions which are, in its opinion, unsanitary be corrected without delay.
- (E) **Routine Maintenance:** **Operator** shall be responsible for replacement of light bulbs. The **City** shall provide assistance in responding to extreme maintenance issues, including, but not limited to removal of blockages in restroom, kitchen and other plumbing fixtures, as deemed warranted by the Director of Parks & Leisure Services, or his/her designee.
- (F) **Trash and Litter Removal:** **Operator** shall pick up all trash and litter in the clubhouse and the immediate area surrounding the clubhouse. **Operator** shall place the trash bags within a dumpster. The **City** shall provide, at the **City's** cost, a trash dumpster within the parking lot, and will provide recycling pick-up

services weekly.

(G) **Disorderly People:** **Operator** will use its best efforts to prohibit any unlawful or disorderly conduct in the clubhouse and the immediate area surrounding the clubhouse and shall promptly notify police of such conduct.

(H) **Repair and Maintenance of City's Equipment and Other Personal Property:** At the termination of this Agreement, **Operator** shall surrender and return the premises, including all buildings, fixtures and equipment, to the **City** in the same condition that it was in on the effective date of this Agreement, reasonable wear and tear excepted.

12. **REPAIR AND MAINTENANCE OF EQUIPMENT**

**Operator** shall maintain all of the **City's** equipment and other personal property listed in Exhibit B in good operating order during the term of the Agreement. **Operator** shall repair or replace all of the **City's** damaged equipment and personal property and deliver it to the **City** at the termination of this Agreement in as good a condition as when received (unless replaced), ordinary wear and tear excepted. The **City** shall replace equipment which is damaged through no fault of **Operator**, its employees or patrons and which can no longer be effectively repaired. Reparability is a matter of the sole discretion of the Director of Parks and Leisure Services. Prior to the beginning of each golf season, all property listed in Exhibit B will be checked out by the **City** and **Operator** and any repairs necessary will be made by the **City**. **Operator** will then accept the equipment "as is" and will assume the responsibility for maintenance by signing the appropriate **City** form. **Operator**, not the **City**, shall be liable for any property damage or personal injury caused by **Operator's** failure to properly operate, repair or maintain the equipment.

13. **RENOVATION AND REMODELING**

**Operator** shall not make any improvements to the **City's** land, buildings or fixtures without

written permission from the Director of Parks and Leisure Services. Improvements shall include, but are not limited to: any change to the buildings, including the floors, walls, doors, windows and roof which would alter its physical structure or appearance; any modification to floor treatment; any modification to the building utilities, including the plumbing, electrical, sewer, heating and air conditioning systems, fire alarm and smoke detection equipment. Any such construction permitted by the **City** to be made by **Operator** shall become the property of the **City**.

#### 14. **LICENSES AND PERMITS**

14.1 **Obtaining Licenses and Permits:** **Operator** shall obtain all licenses and permits necessary, including but not limited to those for the sale of fermented malt beverages, intoxicating liquor, food, tobacco or other products.

14.2 **Licenses not Transferable:** If issued any such licenses or permits, **Operator** shall not at any time in the future transfer or attempt to transfer any such licenses to premises other than the golf course premises. At such time as **Operator** is no longer operating the golf course facilities, **Operator** shall relinquish all such licenses and permits.

14.3 **Payment of License Fees:** **Operator** shall be obligated to secure and pay for all federal, state, and local licenses and permits and pay all sales and excise taxes required for the operation of any food or beverage concession and apparel and equipment sale or rental.

#### 15. **INSPECTION, ACCOUNTING, AND STATISTICAL RECORDS**

15.1 **Records of Fees Collected:** **Operator** shall keep accurate records of all revenues and sales.

15.2 **Inspection of Records and Operations:** The Director of Parks and Leisure Services, or his/her designee, shall, at all times, have the authority to inspect the clubhouse facilities and **Operator's** records, including the items listed in paragraphs 17 & 20 below, to determine whether **Operator** is complying with the terms and conditions of this Agreement. The **Operator** shall also be required to

submit to the City an annual profit and loss statement no later than February 15<sup>th</sup> immediately following the end of each golf season.

16. **UTILITIES**

16.1 **City Responsibility:** The **City** shall furnish the following clubhouse utilities at **City** expense:

- (A) Water, sewer, gas, and electricity.
- (B) Security alarm system.

16.2 **Operator Responsibility:** **Operator** shall pay for all utility charges for:

- (A) Installation or relocation of telephone lines for the food and beverage area of the clubhouse, if required by Operator.
- (B) Installation or relocation of telephone lines for the credit card machines for **Operator** sales, if required by Operator.
- (C) Telephone service for concessions operation and the credit card machine, if required by Operator.
- (D) Security alarm response expenses due to **Operator** staff error.
- (E) Either cable or satellite television. At least one such service is required, including a premium package with expanded sports coverage, including at least the Golf Channel.

17. **PUBLIC RELATIONS**

17.1 **Customer Service:** **Operator** and its officers, employees, agents, representatives, and contractors shall, at all times, treat the general public with the utmost courtesy, respect, and consideration. **Operator** agrees to perform periodic customer service training for **Operator's** employees. All of the **Operator's** employees and the **Operator** or manager must take the responsible beverage servers' course offered at Blackhawk Technical Institute, or an online course approved by the

Wisconsin Department of Revenue, not later than 60 days after beginning employment on the premises.

18. **INDEMNIFICATION**

The **Operator** does hereby agree to indemnify and hold the **City** harmless from liability for claims of damages, including reasonable attorneys' fees, arising out of or resulting from the acts or omissions of **Operator**, its employees, agents and contractors. **Operator** shall take all reasonable precautions to protect its employees, agents, contractors and patrons from injury, damage and loss.

19. **INSURANCE**

19.1 **Insurers:** **Operator** shall, at its expense, procure the following insurance policies from insurance companies licensed to do business in the State of Wisconsin, with Best's ratings of no less than "AVII" in amounts and coverage not less than the prescribed specifications hereinafter set forth. All insurance policies and required endorsements shall be approved by the **City** prior to the execution of this Agreement.

19.2 **Commercial General Public Liability Insurance:** **Operator** shall, at its expense, procure a Commercial General Public Liability policy with the following standard limits:

- (A) General Aggregate Limit (other than Product/Completed Operations) - \$1,000,000
- (B) Products/Completed Operations Aggregate Limit - \$1,000,000
- (C) Personal & Advertising Injury Limit - \$1,000,000
- (D) Each Occurrence Limit - \$1,000,000
- (E) Fire Damage Limit/Any One Fire - \$100,000

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) Contractual Liability insurance coverings contracts which **Operator** may enter into as part of its normal business operations, including this contract.
- (C) Full Host Liquor Liability coverage for alcohol beverages sold on the premises.



- (D) Coverage for beverage cart covered under the General Liability policy.
- (E) Coverage for property in the care, custody or control of **Operator** or a “Property of Others” policy.
- (F) Participant Accident insurance covering medical payments for injuries to persons partaking in athletic activities.
- (G) Coverage for bodily injury or personal injury inflicted by one **Operator** employee upon another.

19.3 **Worker’s Compensation and Employer’s Liability Insurance:** **Operator** shall provide a Worker’s Compensation policy from a company licensed to do business in the State of Wisconsin which shall include employer’s liability coverages as required by the State of Wisconsin.

19.4 **Proof of Insurance/Endorsement:** **Operator** shall provide the **City** with a certificate or certificates of insurance coverage required by this Agreement. The certificate(s) shall name the **City** as an additional insured and shall provide that the policies of insurance shall not be canceled or altered without 30 days prior written notice to the **City**. Such certificate(s) may not contain any qualifications on the duty to so notify the City. **Operator** shall provide the **City** with a Notice of Cancellation Endorsement showing the **City** as an additional insured and providing for at least 30 days written advance notice to the **City** prior to any cancellation of the above policies and receipt of such notice by the **City** at any time shall be cause for termination of this Agreement at the **City’s** option. The **Operator** shall further provide certified copies of all required insurance policies and endorsements thereto within ten (10) days of the **City’s** written request for such copies.

19.5 **Operator’s Personal Property:** **Operator** shall be responsible to insure **Operator’s** personal property against damage resulting from fire, theft or other casualty.

## 20. **INSPECTION OF PREMISES BY CITY**

20.1 **Inspection Reports:** The **City**, its agents, employees or contractors may, randomly and/or anonymously, inspect **Operator’s** operation and prepare a written report of its findings. A copy

of the report shall be provided to **Operator**. The inspection may include, but is not limited to, the following:

- (A) Records relating to revenues and sales.
- (B) The clubhouse and surrounding premises.
- (C) **Operator's** enforcement of **City** ordinances, rules and regulations pertaining to the golf course clubhouse.
- (D) The work schedules of **Operator's** personnel.
- (E) Compliance with licensing regulations.
- (F) Compliance with health regulations.
- (G) Evaluation of **Operator's** delivery of service.
- (H) Conduct surveys of patron opinions.
- (I) Evaluate **Operator's** employees with regard to punctuality and quality of service.

20.2 **Cooperation of Operator:** **Operator** shall cooperate fully with the **City**, its employees, agents and contractors during inspections.

21. **INSOLVENCY OF OPERATOR**

If **Operator** should become insolvent or be declared bankrupt, the **City** shall have the right to terminate this Agreement. **Operator** shall provide immediate written notice to the Director of Parks and Leisure Services of any such filing and of any lawsuit naming the **Operator** or any of its Agents as a party.

22. **ASSIGNMENT OF CONTRACT**

**Operator** may not transfer or assign its interest in this Agreement without the written consent of the **City**. This Agreement shall be binding upon the parties, their successors, heirs, administrators, executors and assigns.

23. **TAXES**

**Operator** shall pay, when due, all taxes and assessments incurred by **Operator** in connection

with the operation of this concession.

24. **AMENDMENTS TO CONTRACT**

This Agreement may not be amended except by mutual written consent of the parties.

25. **DEFAULT**

If **Operator** is in default in the performance of its obligations under this Agreement, the Director of Parks and Leisure Services shall give the **Operator** a written notice to cure the default within a reasonable period of time. If **Operator** fails to cure the default within the time specified by the Director of Parks and Leisure Services, in his/her discretion, may terminate this Agreement fourteen (14) days after date of mailing a written notice to **Operator** by registered mail at the address specified in paragraph 27 of this Agreement. **Operator** shall remove its personal property from the premises and shall vacate the same and surrender it to the **City** at the end of the 14-day period immediately following the service of the notice.

26. **FAIR EMPLOYMENT PRACTICES**

26.1 **Affirmative Action:** **Operator** shall agree to adopt an affirmative action plan to increase in **Operator's** partners, associates and employees the representation and number of under-represented groups which have been victims of employment discrimination in all of **Operator's** departments, job classifications and salary categories. **Operator** shall agree to include the same provision in its subcontracts and to require its subcontractors to include the same provision in their subcontracts. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of that ordinance.

26.2 **Non-Discrimination:** **Operator** shall not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. In the event any portion of this Agreement is sublet by **Operator**, said **Operator** shall include in such subcontract, a provision prohibiting the subcontractor

from discrimination against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of said ordinance.

26.3 **Solicitations and Advertisements:** **Operator** shall, in all solicitations or advertisements for employees, state that **Operator** is an equal opportunity employer.

27. **NOTICES**

Whenever notices are required under this Agreement, they shall be given as follows:

To the **City**:  
City Manager  
City of Beloit  
100 State Street  
Beloit, WI 53511

With a copy to:  
Director of Parks and Leisure Services  
City of Beloit  
100 State Street  
Beloit, WI 53511

To the **Operator**:  
JT Hankins, LLC  
1804 Henderson Avenue  
Beloit, WI 53511

28. **AUTHORIZATION**

**Operator**, if a corporation, shall provide the **City** with a corporate resolution authorizing its undersigned officers to execute this Agreement on behalf of the corporation.

29. **PERSONAL GUARANTY**

The undersigned, Thomas L. Hankins and Joelle K. Hankins, hereby personally guarantee that they shall perform all of the terms and conditions of this Agreement.

30. **LIQUOR LICENSE**

This contract shall only be valid upon the **Operator** successfully obtaining a Class "B" Beer and

“Class B” liquor license. Should **Operator** not successfully obtain and keep such license in effect, then this contract may be terminated by the **City** upon the **City** providing written notice of such termination to the **Operator**. Upon any such termination, all accrued annual fees shall be immediately due.

31. **CONTRACT DOCUMENTS**

The contract shall also include the Request for Proposals (RFP) and materials submitted in response thereto, with this Operating Agreement being binding in the case of any inconsistencies therein.

32. **TERMINATION**

Either party may terminate this Agreement by giving the other party 30 days prior written notice of termination. If terminated by operator, such termination shall only be effective at such time as all accrued annual fees have been fully paid. Annual fees shall be pro-rated through the termination date. Upon payment of all accrued annual fees (those fees due through the termination date), Operator and Guarantors shall have no further obligation for payment of Franchise Fees or other obligations under this Agreement for the period of time following the termination date..

***Signature Page to Follow***

**IN WITNESS WHEREOF**, the parties have signed this Agreement on the date set forth in the first paragraph of this Agreement.

**CITY OF BELOIT**

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

ATTEST:

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

**JT HANKINS, LLC**

By: \_\_\_\_\_  
Tom Hankins, its \_\_\_\_\_

By: \_\_\_\_\_  
Joelle Hankins, its \_\_\_\_\_

**PERSONAL GUARANTEE**

\_\_\_\_\_  
Thomas L. Hankins, Personally

\_\_\_\_\_  
Joelle K. Hankins, Personally

# EXHIBIT A



## EXHIBIT B

### KRUEGER HASKELL GOLF COURSE - CITY EQUIPMENT AND APPLIANCES

ITEM	BRAND/ MODEL	DATE PURCHASED	CONDITION			
			EXCELLENT	GOOD	FAIR	NEEDS MAINT/ REPLACEMENT
Large Refrigerator	True T-7L	2005				
Deep Fryer	Superior	2005				
Stove Behind Counter	Hobart	2005				
Ice Machine	Ice-O-Matic	2009				
Chairs (75)	Custom Stack	1996				
Tables (15)	Custom Plymold	1996				
3-Sink Counter within Service Area						
3-Sink Counter within Kitchen						
Plasma 50" Flat Screen TV	LG	2010				
Refrigerator in Kitchen	Artic Air	2005				
Freezer in Kitchen	Artic Air	2005				
Bar Stools (20)						
Freezer in Kitchen	Artic Air	2005				
3-Sink Counter within Bar		2005				
2-Bin Cooler in Bar	Superior	2005				
3-Bin Cooler in Bar	Superior	2005				
Rolling Coller (3 Door)	True Refrigerator	2005				
Raised Tables (5)		2005				
4 Round Banquet Tables	Mighty Lite	2011				
Operator Signature					Inspection Date	
City Signature						



**RESOLUTION APPROVING A CLASS “B” BEER  
AND “CLASS B” INTOXICATING LIQUOR LICENSE FOR  
INKED SPORTS BAR LLC, D/B/A INKED SPORTS BAR**

**WHEREAS**, an application has been received for a Class “B” Beer and “Class B” Intoxicating Liquor License from Inked Sports Bar LLC, d/b/a Inked Sports Bar, Justin A. Christophersen, Agent for the property located at 443 E. Grand Avenue, Beloit, Wisconsin; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Beloit does hereby approve a Class “B” Beer and “Class B” Intoxicating Liquor License for Inked Sports Bar LLC, d/b/a Inked Sports Bar, Justin A. Christophersen, Agent for the property located at 443 E. Grand Avenue, Beloit, Wisconsin.

Dated this 20th day of March, 2017.

\_\_\_\_\_  
David F. Luebke, City Council President

ATTEST:

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



**ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION**

Submit to municipal clerk.

For the license period beginning 20 ending June 30 20 17

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

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

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

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

2. Name (Individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Inked Sports Bar LLC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Justin Christopher</u>	<u>404 W Tilton St</u>	<u>Edgebrook WI 53534</u>
Vice President/Member	<u>Michael E. Perleberg</u>	<u>2140 Polzin Rd.</u>	<u>Janesville WI 53541</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Justin A Christopher</u>		
Directors/Managers			

3. Trade Name Inked Sports Bar Business Phone Number 608-372-4040  
 4. Address of Premises 443 E Grand Ave Post Office & Zip Code 53511

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No  
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No  
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No  
 8. (a) Corporate/limited liability company applicants only: Insert state WI and date 2-24-17 of registration.  
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No  
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Bar Room Area, Liquor Room, walk-in cooler & kitchen

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

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

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

**SUBSCRIBED AND SWORN TO BEFORE ME**

this 24th day of February, 20 17

John J. Abrams  
 (Clerk/Notary Public)  
 My commission expires 10-12-19

[Signature]  
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

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

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <u>2-29-17</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Applicant's WI Seller's Permit No.: FEIN Number: 456-1089318893-02 81-541651

LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>50.00 Paid</u>
<b>TOTAL FEE</b>	\$

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <b>Christophersen</b>		(first name) <b>Justin</b>	(middle name) <b>Alan</b>	
Home Address (street/route) <b>404 West Fulton St</b>	Post Office	City <b>Edgerton</b>	State <b>WI</b>	Zip Code <b>53534</b>
Home Phone Number <b>[REDACTED]</b>	Age <b>[REDACTED]</b>	Date of Birth <b>[REDACTED]</b>	Place of Birth <b>Rockford IL</b>	

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

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

which is making application for an alcohol beverage license.

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

- How long have you continuously resided in Wisconsin prior to this date? 27 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
If yes, identify. \_\_\_\_\_  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee or Permittee) (Address By City and County)

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

Employer's Name <b>Verizon Wireless</b>	Employer's Address <b>2185 Denney way Middleton WI 53562</b>	Employed From <b>06-17-15</b>	To <b>Current</b>
Employer's Name <b>Boucher Ford</b>	Employer's Address <b>2727 US-14 Junesville WI 53545</b>	Employed From <b>11-15-13</b>	To <b>06-17-15</b>

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

Subscribed and sworn to before me

this 27th day of February, 2017  
Jelene J. Ahrens  
(Clerk/Notary Public)  
My commission expires 10-12-19

[Signature]  
(Signature of Named Individual)



Printed on Recycled Paper

**AUXILIARY QUESTIONNAIRE  
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Perleberg		Michael		Edward	
Home Address (street/route)		Post Office		City	State
2140 Polzin Rd				Janesville	WI
Home Phone Number		Age	Date of Birth		Place of Birth
[REDACTED]		[REDACTED]	[REDACTED]		Wausotona

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

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

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 45 years
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee, or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
Diamond Jims	6530 S. Hwy 51	March 10 15	Present
Wkes Harley Davidson	320 Hwy 120 Kenosha	Sept 5 13	April 9 15

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

Subscribed and sworn to before me

this 28th day of February, 20 17

Jelene J. Ahrens  
(City/Notary Public)

My commission expires 10-12-19

WADP  
(Signature of Named Individual)



Printed on Recycled Paper

Wisconsin Department of Revenue

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

Submit to municipal clerk.

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

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

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

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

located at 443 E Grand Ave Beloit WI 53511

appoints Justin A Christopher (name of appointed agent)

404 West Fulton St Edgerton WI 53534 (home address of appointed agent)

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

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

Is applicant agent subject to completion of the responsible beverage server training course? [X] Yes [ ] No Issued 2009

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

Place of residence last year 404 West Fulton St Edgerton WI 53511

For: Inked Sports Bar LLC (name of corporation/organization/limited liability company)

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

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

ACCEPTANCE BY AGENT

I, Justin A Christopher (print/type agent's name), hereby accept this appointment as agent for the

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

[Signature] (signature of agent) 2-27-17 (date)

404 West Fulton St Edgerton WI 53534 (home address of agent)

Agent's age [Redacted]

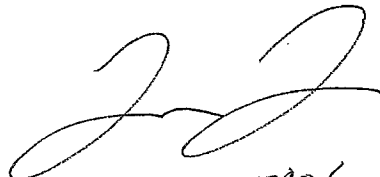
Date of birth [Redacted]

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

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

Approved on 02/03/17 (date) by Capt. [Signature] (signature of proper local official) Title Captain (town chair, village president, police chief)

I, Joseph Jensen, Game on Bar & Grill, will release the Liquor License to Justin Christophersen pending approval by the city to grant Justin the License for Inked Sports Bar.

  
702-217-8976

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Conditional Use Permit Application for the property located at 310 State Street – Council Referral to the Plan Commission

**Date:** March 20, 2017

**Presenter(s):** Julie Christensen

**Department:** Community Development

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### Overview/Background Information:

Erick Johnson has submitted an application for a Conditional Use Permit to allow a ground-floor office use in the CBD-1, Central Business District – Core, for the property located at 310 State Street.

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### Key Issues (maximum of 5):

- This is the former “Overflowing Cup” building, which has been acquired by a new owner and will be rehabilitated into a ground-floor real estate office and upper floor housing. The applicant intends to preserve the storefront.
- In accordance with Section 6.2.10 of the Zoning Ordinance, office uses in the Central Business District are permitted by-right above the ground floor but require a Conditional Use Permit on the ground floor. This provision is intended to encourage retail-oriented uses in the downtown area.
- Uses in the Central Business District are exempt from the off-street parking requirements contained in the Zoning Ordinance, as on-street parking and City-owned parking lots are nearby.
- A proposed floor plan and the CUP application are attached to this report.

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

- Consideration of this request supports Strategic Goal #3.

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

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

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### Action required/Recommendation:

- Referral to the Plan Commission for the March 22, 2017 meeting
- This item will most likely return to the City Council for a public hearing and possible action on April 3, 2017

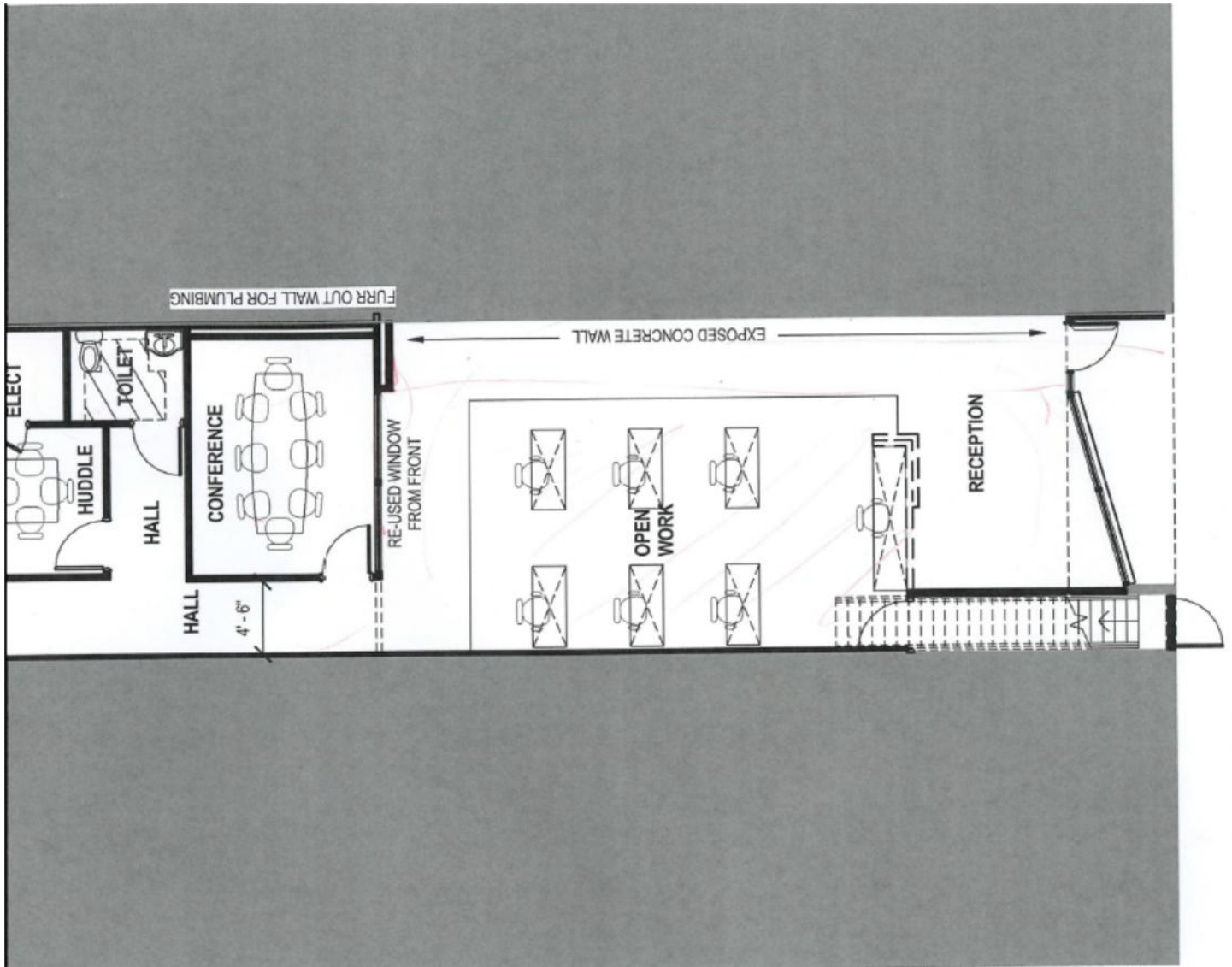
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**Fiscal Note/Budget Impact:** N/A

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**Attachments:** Floor Plan & Application





# 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

413 E. Grand Avenue

7-04

(Please Type or Print)

1. Address of subject property: 310 STATE ST  
2. Legal description: PART LOTS 2 & 3 B 59 ORIGINAL PLAT

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: \_\_\_\_\_ acres.

3. Tax Parcel Number(s): 1354 0240

4. Owner of record: JEFF JOHNSON Phone: 608-481-1548

804 MILWAUKEE RD, BELOIT, WI 53511  
(Address) (City) (State) (Zip)

5. Applicant's Name: ERICK JOHNSON

2386 TARA CT, BELOIT, WI 53511  
(Address) (City) (State) (Zip)

(Office Phone #) 1608-931-8647 (Cell Phone #) Johnson.2386@yshco.com  
(E-mail Address) otis.ignite@gmail.com

6. All existing use(s) on this property are: NONE

7. THE FOLLOWING ACTION IS REQUESTED:

A Conditional Use Permit for: SALES OFFICE  
in a(n) CBD-1 Zoning District.

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

Principal use: REAL ESTATE SALES OFFICE

Secondary use: \_\_\_\_\_

Accessory use: POTENTIAL FUTURE BIFF VIEWING LOCATION.

9. Project timetable: Start date: 3/1/17 Completion date: 4/1/17

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

( ) Owner

Leasehold, length of lease: 5 years

( ) Contractual, nature of contract: \_\_\_\_\_

( ) Other, explain: \_\_\_\_\_

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

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

[Signature] / JEFFREY T. JOHNSON / 2/23/17  
(Signature of Owner) (Print name) (Date)

[Signature] / ERICK JOHNSON / 2/10/17  
(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: \_\_\_\_\_ Meeting date: March 22, 2017

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

Application accepted by: [Signature] Date: 2/24/17



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Conditional Use Permit Application for the property located at 1827 Prairie Avenue – Council Referral to the Plan Commission

**Date:** March 20, 2017

**Presenter(s):** Julie Christensen

**Department:** Community Development

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**Overview/Background Information:**

Miguel Guzman has filed an application for a Conditional Use Permit to allow food production and distribution in a C-3, Community Commercial District, for the Piggly Wiggly property located at 1827 Prairie Avenue.

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

- The applicant has proposed the renovation of a vacant rear portion of the Piggly Wiggly building into a spice blending and sausage processing facility. The sausage produced on-site will be sold both on and off-site.
- Manufacturing & Production uses require a Conditional Use Permit in the C-3 district.
- The applicant has also proposed renovations at the front of the building to the east of the store entrance, although that retail project is permitted by-right in the C-3 district.
- The application and proposed floor plan are attached.

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

- Consideration of this request supports Strategic Goal #3.

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

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

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**Action required/Recommendation:**

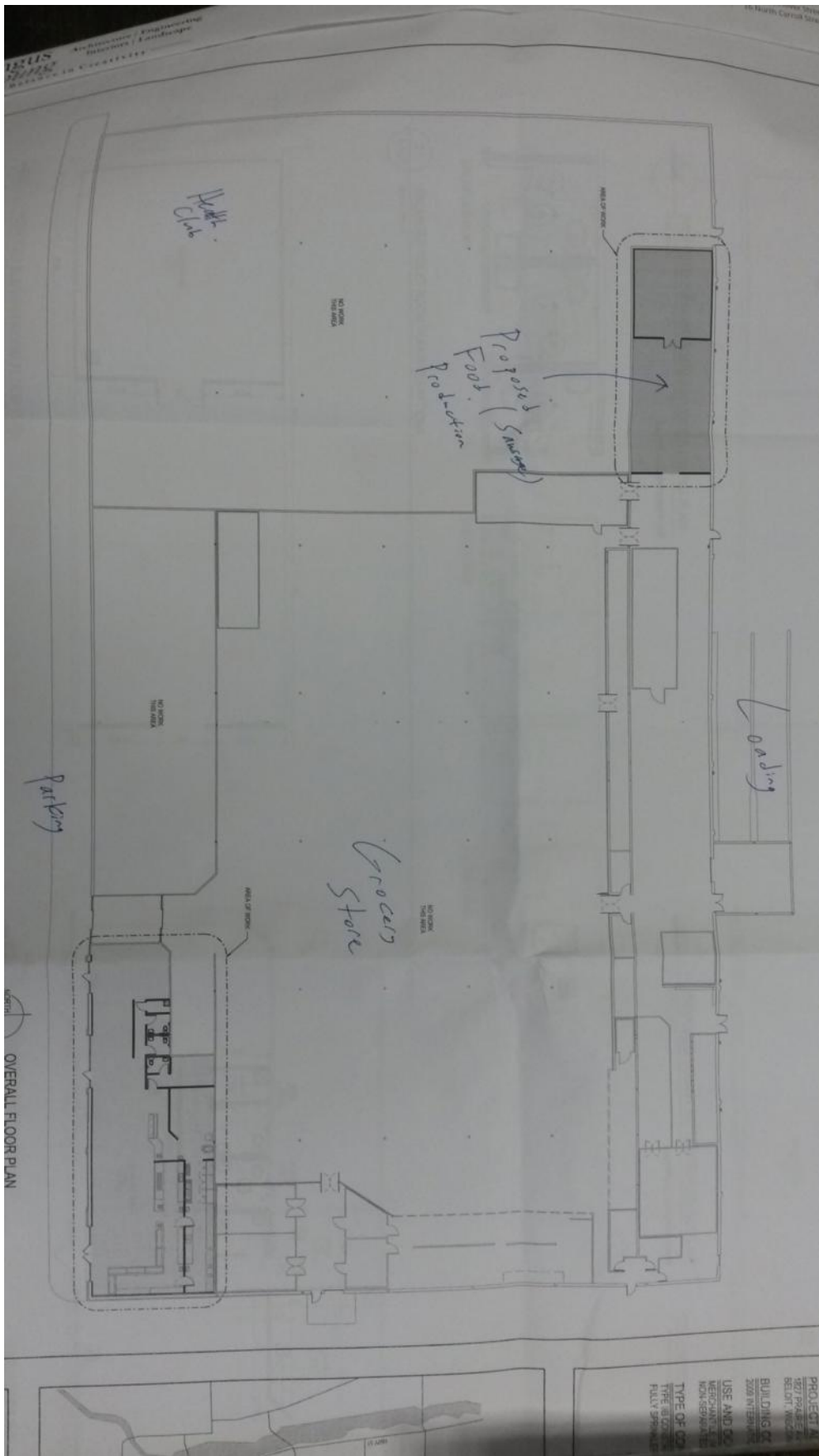
- Referral to the Plan Commission for the March 22, 2017 meeting
- This item will most likely return to the City Council for a public hearing and possible action on April 3, 2017

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

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**Attachments:** Floor Plan & Application



# CITY of BELOIT

## Planning and Building Services Division

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

### Conditional Use Permit Application

(Please Type or Print)

File Number: CU-2017-03

1. Address of subject property: 1827 Prairie AVE. BELOIT WI.

2. Legal description: Blend spices & sausage Processing SAUSAGE

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

Property dimensions are: 27 feet by 81 feet = 2187 <sup>sf</sup> square feet.

If more than two acres, give area in acres: \_\_\_\_\_ acres.

3. Tax Parcel Number(s): 23080400

4. Owner of record: Miguel Guzman Phone: 608) 362-1950 BUS 708) 774-8461

(Address)

(City)

(State)

(Zip)

5. Applicant's Name: Miguel Guzman

5989 W. St Lawrence AVE. BELOIT WI 53511

(Address)

(City)

(State)

(Zip)

608) 362-1950 , 708) 774-8461, mguzman@shopthepig.com

(Office Phone #)

(Cell Phone #)

(E-mail Address)

6. All existing use(s) on this property are: open space back in Piggly Wiggly store.

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

A Conditional Use Permit for: \_\_\_\_\_

\_\_\_\_\_ in a(n) \_\_\_\_\_ Zoning District.

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

Principal use: Blend spices

Secondary use: process sausage and meat marinate.

Accessory use: Blending Machine, meat Grinder, sausage stuffer, Meat slicer, Meat saw.

*in the back of Piggly Wiggly STORE  
708) 774-8461  
cel*

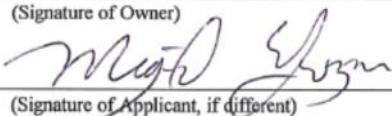
9. Project timetable: Start date: ASAP Completion date: 09-20-16

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

- ( ) Owner
- (  ) Leasehold, length of lease: 15 years.
- ( ) Contractual, nature of contract: \_\_\_\_\_
- ( ) Other, explain: \_\_\_\_\_

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

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

(Signature of Owner)	(Print name)	(Date)
	Miguel Guzman	09-20-16
(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.<sup>00</sup> Meeting date: March 22, 2017

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

Application accepted by:  Date: 2/16/17



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Relocation Order to Acquire a Highway Easement and Temporary Limited Easement – Council Referral to the Plan Commission

**Date:** March 20, 2017

**Presenter(s):** Julie Christensen

**Department:** Community Development

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

The Engineering Division has requested the review and approval of a Relocation Order to acquire a Highway Easement (HE) and a Temporary Limited Easement (TLE) over portions of the properties located at 810, 830, & 850 Pleasant Street in order to construct the multi-use path known as the Powerhouse Riverwalk.

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

- In 2016, the City and Beloit College received a grant from the Wisconsin Department of Transportation (WisDOT) in order to construct this project, which will add a riverwalk along the west (river) side of the powerplant building and will form a more direct connection between existing multi-use paths.
  - This project is being completed in advance of Beloit College's plans to buy and renovate the former powerplant building into a student activity and recreation center.
  - The proposed Relocation Order acquires a permanent Highway Easement along the proposed path route, along with a Temporary Limited Easement to allow for the construction of a multi-use path, bridge structure, fence, and related materials. The proposed easements are over properties owned by the City, Midwest Hydro Inc., and Wisconsin Power & Light Co.
- 

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

- Consideration of this request supports Strategic Goal #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:**

- Referral to the Plan Commission for consideration at the March 22, 2017 meeting
  - This item will likely return to the City Council for consideration on April 3, 2017
- 

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

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**Attachments:** Proposed Relocation Order and Relocation Plat Map



# RELOCATION ORDER

LPA1708 08/2011 (Replaces LPA3006)

Project 5989-05-25	Road name City of Beloit, Powerhouse Riverwalk (Pleasant Street to South of Portland Ave)	Highway Non HWY	County Rock
Right of way plat date -	Plat sheet number(s) 4.01-4.06	Previously approved Relocation Order date N/A	

Description of termini of project:

**BEGIN RELOCATION ORDER:**

From 73.43 feet West of and 820.95 feet North of the East Quarter corner of Section 35, Town 1 North, Range 12 East.

**END RELOCATION ORDER:**

From 306.37 feet West of and 1079.48 feet South of the Northeast Quarter corner of Section 35, Town 1 North, Range 12 East.

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

To effect this change, pursuant to authority granted under Section 62.22, Wisconsin Statutes, the City of Beloit orders that:

1. The said road is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by: City of Beloit
3. This order supersedes and amends any previous order issued by the: City of Beloit

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(Name/Title)

(Date)

**SCHEDULE OF LANDS & INTERESTS REQUIRED**

AREAS SHOWN IN THE TOTAL AREA COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO TRANSFER OF LAND INTEREST TO THE CITY.

PARCEL NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED	R/W ACRES OR SQUARE FEET REQUIRED			HE (SF)	TLE (SF)
				NEW	EXISTING	TOTAL		
1	4.04	CITY OF BELoit	HE & TLE	--	--	--	1180	1989
2	4.04	MIDWEST HYDRO INC	HE & TLE	--	--	--	2960	2297
3	4.04 - 4.06	WISCONSIN POWER & LIGHT CO	HE & TLE	--	--	--	10158	1685
6	4.04	AT&T WISCONSIN (WISCONSIN BELL, INC)	RELEASE OF RIGHTS	--	--	--	--	--
7	4.04	MIDWEST HYDRO INC	RELEASE OF RIGHTS	--	--	--	--	--
8	4.04, 4.06	WISCONSIN POWER & LIGHT	RELEASE OF RIGHTS	--	--	--	--	--

4

4

PREPARED BY: _____	DATE: _____	SCALE: _____	HWY: NON HWY	STATE R/W PROJECT NUMBER 5989-05-25	PLAT SHEET 4.02
DESIGNED BY: _____	DATE: _____	SCALE: _____	COUNTY: ROCK	CONSTRUCTION PROJECT NUMBER 5989-05-26	PS&E SHEET _____
ALL RIGHTS RESERVED BY THE CITY OF BELLOIT DATE: 11/14/2017 10:00 AM FILE: 11/14/2017 10:00 AM USER: JACOBSON TITLE: _____ SCALE: _____ A8007/CAD005 SHEET 75					



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

**IT IS RESOLVED THAT** a public hearing on the proposed Resolution to discontinue and vacate all of Penny Lane East of Bootmaker Drive, being a part of Bootmaker Manor Subdivision, being part of the SW ¼ of the SE ¼ of Section 19, Township 1 North, Range 13 East of the 4<sup>th</sup> P.M., City of Beloit, Rock County, Wisconsin, shall be held at the regular **City Council Meeting on Monday, May 1, 2017**, and the City Clerk is authorized and directed to give notices required under Section 66.1003, Wisconsin Statutes.

Adopted this 20<sup>th</sup> day of March, 2017.

**City Council of the City of Beloit**

\_\_\_\_\_  
David F. Luebke, Council President

**Attest:**

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

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Petition for Vacation of Penny Lane

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

**Date:** March 20, 2017

**Presenter(s):** Julie Christensen

**Department:** Community Development

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### Overview/Background Information:

The Planning & Building Services Division has received a petition to vacate Penny Lane, which is a dead-end street along the east side of the 1900 block of Bootmaker Drive.

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### Key Issues (maximum of 5):

- As shown on the attached Plat of Vacation, the proposed 11,698 square feet (0.269 acre) of right-of-way to be vacated was dedicated in 1962 by the Bootmaker Manor Subdivision Plat, but the Turtle Creek Subdivision to the east was designed without a street connection to Penny Lane, and Penny Lane currently ends at the rear lot line of the private residential property located at 1970 Pebble Drive.
- The proposed right-of-way to be vacated will become attached to the adjacent parcels on Bootmaker Drive.
- The petition and proposed Plat of Vacation are attached to this report.

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

- Consideration of this request supports Strategic Goal #3.

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

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

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### Action required/Recommendation:

- City Council consideration and action on the proposed Resolution, which states that a Public Hearing on this matter shall be held at the regular City Council meeting on May 1, 2017
- Referral to the Plan Commission for the April 19, 2017 meeting

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

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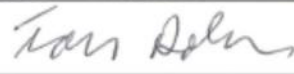
**Attachments:** Resolution Setting a Public Hearing Date, Petition for Vacation, and Plat of Vacation.

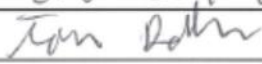
VA-2017-01


### PETITION FOR VACATION OF A PUBLIC RIGHT-OF-WAY

We, the undersigned hereby petition the City of Beloit to vacate the following portion(s) of the public right-of-way know as: Penny Lane

The portion of the right-of-way proposed to be vacated is further described on the attached *Plat of Vacation* prepared by Registered Land Surveyor:

Print NAME and ADDRESS of PETITIONER:	SIGNATURE: (If jointly owned, both owners should sign petition.)	DATE SIGNED:
Name: ERIC GONSTAD Address: 2260 PENNY LN. BELOIT WI		2/20/17
Name: TOM DOLAN Address: 1981 BOOTMAKER		2/21/17
Name: Address:		
Name: Address:		
Name: Address:		
Name: Address:		
Name: Address:		
Name: Address:		
Name: Address:		
Name: Address:		

Contact person responsible for circulating this petition: Tom Dolan  
 Address of contact person: 1981 BOOTMAKER BELOIT WI 53511  
 Phone number of contact person: 816 304 8003  
 Signature of contact person: 

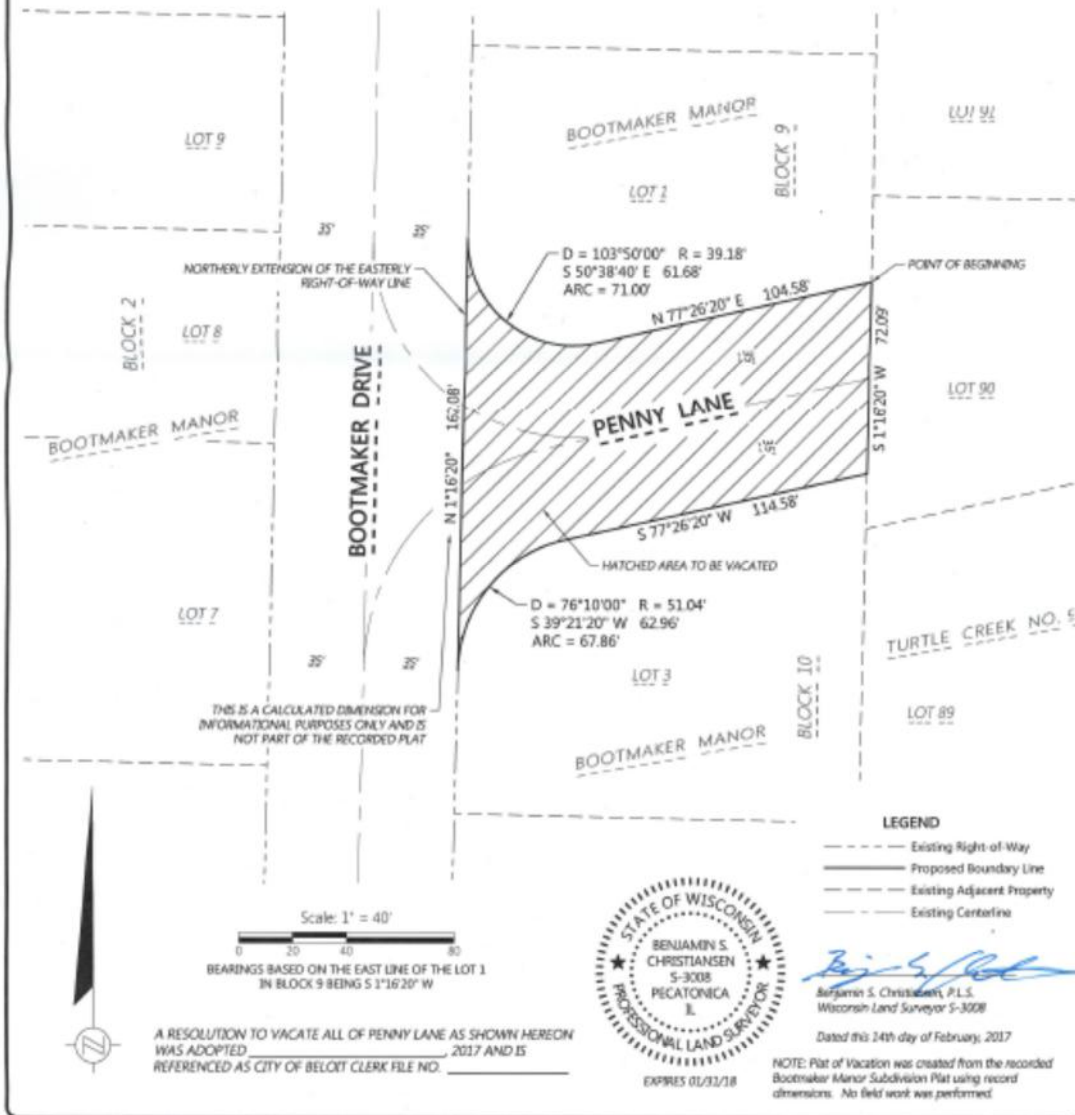
To be completed by Planning Staff	
Filing fee: \$75.00 Amount paid: <u>\$75.00</u>	Meeting date: <u>April 19, 2017</u>
Application accepted by: <u></u>	Date: <u>2/21/17</u>

# PLAT OF VACATION

OF  
 ALL OF PENNY LANE EAST OF BOOTMAKER DRIVE BEING A PART OF BOOTMAKER MANOR SUBDIVISION,  
 BEING PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 13 EAST, OF THE  
 4TH PRINCIPAL MERIDIAN, CITY OF BELOIT, ROCK COUNTY, WISCONSIN.

**DESCRIBED AS FOLLOWS:**

Beginning at the Southeast corner of Lot 1 of Block 9 of said Bootmaker Manor Subdivision; thence South 01° 16' 20" West along the East right-of-way line of Penny Lane, 72.09 feet to the Northeast corner of Lot 3 of Block 10 in said Bootmaker Manor Subdivision; thence South 77° 26' 20" West along the Northerly line of said Lot 3 of Block 10, 114.58 feet to the beginning of a tangent curve; thence Southwesterly along the curved Northerly line of said Lot 3 of Block 10, said tangent curve turning to the left having a radius of 51.04 feet and a central angle of 76° 10' (the chord which bears South 39° 21' 20" West, 62.96 feet) to the Easterly right-of-way line of Bootmaker Drive; thence North 01° 16' 20" East along the Northerly extension of the Easterly right-of-way line of said Bootmaker Drive, 162.08 feet to the beginning of a non-tangential curve and the Southwest corner of said Lot 1 in Block 9; thence Southeasterly along the curved Southerly line of said Lot 1 in Block 9, said non-tangent curve turning to the left having a radius of 39.18 feet and a central angle of 103° 50' (the chord which bears South 50° 38' 40" East, 61.68 feet) to the Southerly corner of said Lot 1 in Block 9; thence North 77° 26' 20" East, 104.58 feet to the Point of Beginning, containing 0.269 acres (11,698 square feet) more or less, all being situated in the City of Beloit, County of Rock, State of Wisconsin.



ORDER NO: 32641 DRAWN BY: BSC DATE: February 24, 2017	ORDERED BY: TOM DOLAN 1981 BOOTMAKER DRIVE BELOIT, WI 53511	<b>PLAT OF VACATION</b>	engineers surveyors planners 2817 Kaneland Drive Beloit, Wisconsin 53511 608.763.4464 www.batterman.com
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**RESOLUTION**  
**APPROVING 2017 COMMUNITY DEVELOPMENT**  
**BLOCK GRANT (CDBG) LOCAL FUNDING PRIORITIES**

**WHEREAS**, 2017 local funding priorities were recommended by the Community Development Authority on June 22, 2016 and approved by the City Council on July 25, 2016 in order to ensure the funds were allocated to projects which meet the greatest needs; and

**WHEREAS**, the local funding priorities were included in the 2017 CDBG application which was sent to agencies in July, and the City Council approved a 2017 CDBG Budget which awarded funds to agencies who meet the local funding priorities; and

**WHEREAS**, Councilor DeForest and Family Services have informed the City that Councilor DeForest has been working for Family Services of Southern Wisconsin and Northern Illinois (Family Services) since May 28, 2016 which constitutes a conflict interest under the CDBG Program; and

**WHEREAS**, Councilor DeForest voted on the 2017 CDBG Local Funding Priorities that were approved by City Council on July 25, 2016, which requires the City Council to reconsider these funding priorities a second time; and

**WHEREAS**, Councilor DeForest has abstained from voting on the 2017 CDBG Local Funding Priorities and pursuant to past practice removed herself from the council chambers to ensure that her participation and presence does not present or create a conflict of interest.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Beloit hereby repeals all prior resolutions approving 2017 CDBG funding priorities and hereby approves the attached 2017 CDBG local funding priorities as shown on the attached Exhibit A.

Adopted this 20<sup>th</sup> day of March, 2017.

**BELOIT CITY COUNCIL**

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Dave F. Luebke, Council President

ATTEST:

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Lorena Rae Stottler, City Clerk



**Exhibit A**  
**2017 COMMUNITY DEVELOPMENT**  
**BLOCK GRANT (CDBG) LOCAL FUNDING PRIORITIES**

1. Public Service Programs which focus on comprehensive case management strategies, with priority given to neighborhood stabilization activities, education in budgeting and life skills, and employment training that corresponds with local employment opportunities.
2. Code Enforcement
3. Housing Rehabilitation
4. Economic Development Activities, with priority given to Technical Job Training
5. Program Administration
6. Fair Housing

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Resolution Establishing Local Funding Priorities for the 2017 CDBG Program

**Date:** March 20, 2017

**Presenter:** Julie Christensen

**Department:** Community Development

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

The Department of Housing and Urban Development requires that we provide an opportunity each year for citizens to give input on public housing, community development, homeless and housing needs and to prepare an Annual Action Plan in order to qualify to receive CDBG funding.

The Community Development Authority (CDA) board is recommending that City Council approve funding priorities for inclusion in the 2017 CDBG Application. These priorities were developed based on the needs identified in the 2015-2019 Consolidated Plan, which is a 5-year strategic plan for the use of CDBG funds. In preparation of the Consolidated Plan, staff held three Steering Committee meetings with local agencies and community leaders to obtain input about the needs of the community and gaps in services.

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

1. The CDA recommended the local funding priorities listed on Exhibit A on June 22, 2016.
  2. A public hearing was held during the July 5, 2016 City Council meeting to allow public input on the housing, homeless, and community development needs in the Community. Three people spoke during this hearing:
    - a. Ian Hedges from HealthNet spoke about the importance of wellness and assistance with costs of medication. He requested that health and dental services be a priority and explained that 40% of their clients are from Beloit.
    - b. Donna Ambrose from Caritas and also a Beloit resident spoke about the need for emergency housing assistance and said that Beloit residents need assistance and free education with landlord/tenant issues. She gave examples of Beloit tenants who had property maintenance issues with their units, and once they reported the issues, the landlords retaliated. She also said there is a need in the community for food and security deposit assistance.
    - c. Lynn Vollbrecht from Community Action, Inc. spoke about the various programming provided by Community Action and explained that they have a renewed focus on youth programming.
  3. The funding priorities were included in the CDBG application, which was sent out to agencies in July. The City Council subsequently adopted a 2017 CDBG Budget which awarded funds to agencies who meet the local funding priorities.
  4. Councilor DeForest and John Pfeleiderer, Executive Director of Family Services, have informed the City that Councilor DeForest works part-time for Family Services as a Client Support Specialist for the Domestic Violence Center on weekends. Her employment began with the agency on May 28, 2016.
  5. Although Councilor DeForest did abstain from voting on the 2017 CDBG Budget and left the room during the discussion and subsequent vote, she did participate in the discussion and vote on the 2017 CDBG Local Funding Priorities at the July 25, 2016 City Council Meeting, which constitutes a conflict of interest under the CDBG Program. Councilor Dunkin voted on the funding priorities on February 6, 2017 which is a prohibited conflict of interest due to her prior relationship with the Merrill Community Center
  6. Therefore, we are bringing forward the 2017 CDBG Local Funding Priorities at this meeting for action. The CDBG budget will then be submitted to the CDA who will make a recommendation to the City Council. Councilor DeForest and Councilor Dunkin will abstain from these items and will leave the room during the discussion and subsequent vote on the items.
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**Conformance to Strategic Plan** (List key goals this action would support and briefly discuss its impact on the City's mission.):

Approval of this project would conform with Goal #1's stated purpose creating and sustaining safe and health neighborhoods.

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

- **Reduce dependence upon fossil fuels** N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** N/A
- **Meet the hierarchy of present and future human needs fairly and efficiently** Establishing local funding priorities will allow the City to fund the City's most pressing needs with its CDBG funding.

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

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**Action required/Recommendation:**

Recommendation to Council to approve the resolution establishing 2017 CDBG funding priorities.

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**Fiscal Note/Budget Impact:**

Although establishing CDBG local funding priorities will not impact the amount of our CDBG dollars, it will allow the City to use these funds in the most effective manner possible.

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**Attachments:**

Resolution

**RESOLUTION APPROVING COMPENSATION ADJUSTMENTS FOR  
THE CITY MANAGER FOR THE CALENDAR YEAR 2017**

**WHEREAS**, the City Manager Lori S. Curtis Luther has been employed as the City Manager since June 1, 2015; and

**WHEREAS**, the Manager Luther's last performance evaluation was conducted in March 2016; and

**WHEREAS**, the employment agreement with Manager Luther requires the City Council to perform an annual evaluation by April of each year; and

**WHEREAS**, that annual evaluation was conducted and shared with the City Manager on March 6, 2017 and her performance exceeded expectations; and

**WHEREAS**, although the City Manager is not a part of the City's non-represented employee compensation schedule, the City Council wishes to recognize the City Manager's continued quality performance and also treat the City Manager in a way equivalent to adopted compensation policies in place for other non-represented employees; and

**WHEREAS**, all other non-represented employees received a 1% cost of living adjustment as of January 1, 2017 and are eligible for up to a 1% merit adjustment on June 1, 2017; and

**WHEREAS**, the City Council recognizes the City Manager has completed an aggregate total of 20 years of public service.

**NOW, THEREFORE, BE IT RESOLVED**, that Manager Luther's annual performance evaluation is hereby adopted and that the annual compensation for the City Manager shall be adjusted by 1%, effective January 1, 2017, and adjusted by 1%, effective June 1, 2017, and that the City Manager's aggregate years of public service is recognized and her annual vacation leave shall be adjusted by 2 days which is equivalent to the vacation benefit afforded other non-represented employees.

Adopted this 20<sup>th</sup> day of March, 2017.

**CITY COUNCIL FOR THE CITY OF БЕLOIT**

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David F. Luebke, Council President

ATTEST:

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Lorena Rae Stottler, City Clerk