



**PUBLIC NOTICE & AGENDA
PLAN COMMISSION
City Hall Forum - 100 State Street, Beloit, WI 53511
7:00 PM
Wednesday, August 05, 2020**

*

Members of the media or the public may participate in the open session portion of this agenda by calling 1 (646) 749-3122, access code 727-547-533. All participants' phones will be muted. Attendance at the meeting in person will be limited. If you would like to provide comments for the any of the items on the agenda, please submit those to planning@beloitwi.gov by 12:00 noon on Wednesday, August 5, 2020.

1. CALL TO ORDER AND ROLL CALL
2. MINUTES
 - 2.a. Consideration of the minutes of the July 22, 2020 Plan Commission meeting
[Attachment](#)
3. REPORTS
 - 3.a. Consideration of a Perpetual Sidewalk Easement over a portion of the Beloit College Powerhouse property located at 850 Pleasant Street
[Attachment](#)
 - 3.b. Consideration of a Utility Easement over the properties located at 1111 and 1195 Prince Hall Drive
[Attachment](#)
4. STATUS REPORT ON PRIOR PLAN COMMISSION ITEMS
5. 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.



MINUTES
PLAN COMMISSION
City Hall Forum - 100 State Street, Beloit, WI 53511
7:00 PM
Wednesday, July 22, 2020

1. CALL TO ORDER AND ROLL CALL

Meeting was called to order by Chairperson Weeden at 7:00 PM. Commissioner Weeden attended in person. Commissioners Robson, Ruster, and Councilor Preuschl were on the phone. Commissioners Finnegan, Haynes, Toral, and Zick were absent.

2. MINUTES

2.a. Consideration of the minutes of the July 8, 2020 Plan Commission meeting

Motion made by Commissioner Robson, seconded by Councilor Preuschl to approve the minutes. Roll call vote (4-0), motion passed.

3. REPORTS

3.a. Consideration of a Resolution approving a one-lot Extraterritorial Certified Survey Map for the property located at 1610 Cranston Road in the Town of Beloit

Julie Christensen, Community Development Director, presented the staff report and recommendation.

Motion made by Commissioner Robson, seconded by Commissioner Ruster to approve the Certified Survey Map. Roll call vote (4-0), motion passed.

3.b. Consideration of a Resolution approving a two-lot Extraterritorial Certified Survey Map for the property located at 2871 S. Afton Road in the Town of Beloit

Julie Christensen, Community Development Director, presented the staff report and recommendation.

Motion made by Commissioner Ruster, seconded by Commissioner Robson to approve the Certified Survey Map. Roll call vote (4-0), motion passed.

4. STATUS REPORT ON PRIOR PLAN COMMISSION ITEMS

5. ADJOURNMENT

A motion was made by Councilor Preuschl, and seconded by Commissioner Robson to adjourn the meeting. Motion carried, voice vote (4, 0). Meeting was adjourned at 7:15PM.

Respectfully submitted by Amber DesRoberts.



REPORT TO THE PLAN COMMISSION

Plan Commission Meeting Date: August 5, 2020

Agenda Item: 3.a.

File Number: RPB-2020-03

General Information

Applicant: City of Beloit Staff

Owner: Beloit College Board of Trustees

Address/Location: Portion of Sidewalk at The Beloit College Powerhouse property located at 850 Pleasant Street.

Applicant's Request: The creation of an easement for those portions of the public sidewalk on College property.

Staff Analysis

Overview: This request involves a proposed Perpetual Sidewalk Easement over a portion of the Beloit College Powerhouse property located at 850 Pleasant Street. As part of the Powerhouse project, Beloit College is replacing and expanding the public sidewalk on the east (Pleasant Street) side of the property, and portions of the new sidewalk extend beyond the right-of-way onto Beloit College's property.

Details: This request is distinct from the Riverwalk project that is under construction on the west (river) side of the Powerhouse property. As part of the Site Plan Review process for the Powerhouse addition, the City Engineer notified Beloit College of the need to grant the City an easement for those portions of the public sidewalk on College property.

Exhibit A of the attached document identifies those portions of the sidewalk beyond the right-of-way that are subject to the proposed easement. The affected areas are shown in grey. Some sections of new sidewalk have been completed, but have been ordered replaced by the City Engineer due to excessive cross-slope. Other sections of the new sidewalk will be installed as construction on the Powerhouse Addition is completed later this summer.

The attached Perpetual Sidewalk Easement provides that all sidewalks will be constructed, repaired, and maintained at Beloit College's sole expense. The easement grants the City the right to inspect their work. This easement has been reviewed by Engineering staff and the City Attorney.

STAFF RECOMMENDATION:

The Planning & Building Services Division recommends **approval** of the attached Perpetual Sidewalk Easement documents pertaining to the portion of public sidewalk at The Beloit College Powerhouse property located at 850 Pleasant Street in the City of Beloit.

ATTACHMENTS: Perpetual Sidewalk Easement and Exhibit Map.

PERPETUAL SIDEWALK EASEMENT

Document Number

Title of Document

THIS PERPETUAL SIDEWALK EASEMENT ("Easement") is made and executed this _____ day of _____, 2020 by Beloit Powerhouse LLC, a Wisconsin limited liability company, (the "Grantor"), to the City of Beloit, a Wisconsin municipal corporation ("Grantee").

RECITALS

WHEREAS, the Grantor is the owner of property in Rock County, Wisconsin, and described as follows:

LOT 1 OF CERTIFIED SURVEY MAP DOCUMENT NUMBER 2050539 RECORDED IN VOLUME 37 ON PAGES 243 TO 247, BEING PART OF SECTION 35, T. 1 N., R. 12 E., OF THE 4TH P.M., CITY OF БЕЛОИТ, ROCK COUNTY, WISCONSIN.

WHEREAS, the Grantee desires a perpetual, non-exclusive easement for public use and other appropriate purposes incidental thereto, in, on, over, under, and across the a portion of Grantor's Land; and

WHEREAS, the Grantor is willing to grant a sidewalk easement on a portion of Grantor's Land to the Grantee.

WHEREAS, the Grantor, at its expense, shall cause a sidewalk to be constructed, maintained, replaced, and repaired on a portion of Grantor's Land, which portion is more particularly described in the attached Exhibit "A" ("Easement Land").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant unto the Grantee, its successors and assigns, subject to the terms hereof, a sidewalk easement for the public use, in perpetuity, in, on, over, under, and across the Easement Land.

- 1. Recitals Incorporated.** The above-stated recitals are incorporated by reference and made a part of this grant of easement.
- 2. Grant of Easement.** In consideration of One Dollar (\$1.00), the Grantor hereby grants to Grantee, its successors, and assigns, the nonexclusive right and easement in, on, over, under, and across the Easement Land described in Exhibit "B" for a public sidewalk, in perpetuity. This grant of easement shall not be construed as a dedication to the public of the underlying fee simple ownership of the Easement Land. Grantor shall use the Easement Area for those purposes allowed to the public and which will not interfere with the Grantee's or the public's full enjoyment of the Easement rights granted hereby. The Grantor agree to be bound by the provisions of §66.0907. Wis. Stats., regarding public sidewalks as though this sidewalk were in the public right of way.
- 3. Construction and Maintenance of Sidewalk Improvements.** At Grantor's sole cost and expense, Grantor shall construct a sidewalk within the Easement Land pursuant to a site plan approved for Grantor's Land, and maintain, replace, and repair the sidewalk as necessary.

Recording Area

Name and Return Address

City Attorney
100 State Street
Beloit, WI 53511

206-1352-0399

Parcel Identification Number (PIN)

This (is) ~~(is not)~~ homestead property.

- 4. **Title Warranties.** Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Land and that it has good and lawful right to grant this Easement.
- 5. **Covenants Run with Land.** All of the terms, conditions, covenants and other provisions contained in this Easement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by Grantor and Grantee and their respective successors and assigns. The party named as "Grantor" herein and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Easement with respect to facts or circumstance arising after such party has transferred its fee simple interest in the Property.
- 6. **Governing Law.** This Easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
- 7. **Public Record.** This Easement will be recorded by the Grantee in the office of the Register of Deeds of Rock County, Wisconsin.
- 8. **Invalidity.** If any term, covenant, or condition of this Easement or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Easement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.
- 9. **Headings for Convenience Only.** The paragraph headings are for convenience only and the substantive portions hereof control without regard to the headings.

Dated this ____ day of _____, 20____.

BELOIT POWERHOUSE LLC

Daniel J. Schooff, its manager

STATE OF _____)
) ss
COUNTY OF _____)

Personally came before me this _____ day of _____, 2020, the above-named Daniel J. Schooff to me known to be its manager of Beloit Powerhouse LLC and to me known to be the person who executed the foregoing agreement as manager of said entity, by its authority.

Notary Public
Print Name: _____
My Commission is permanent.
If not, state expiration date: _____

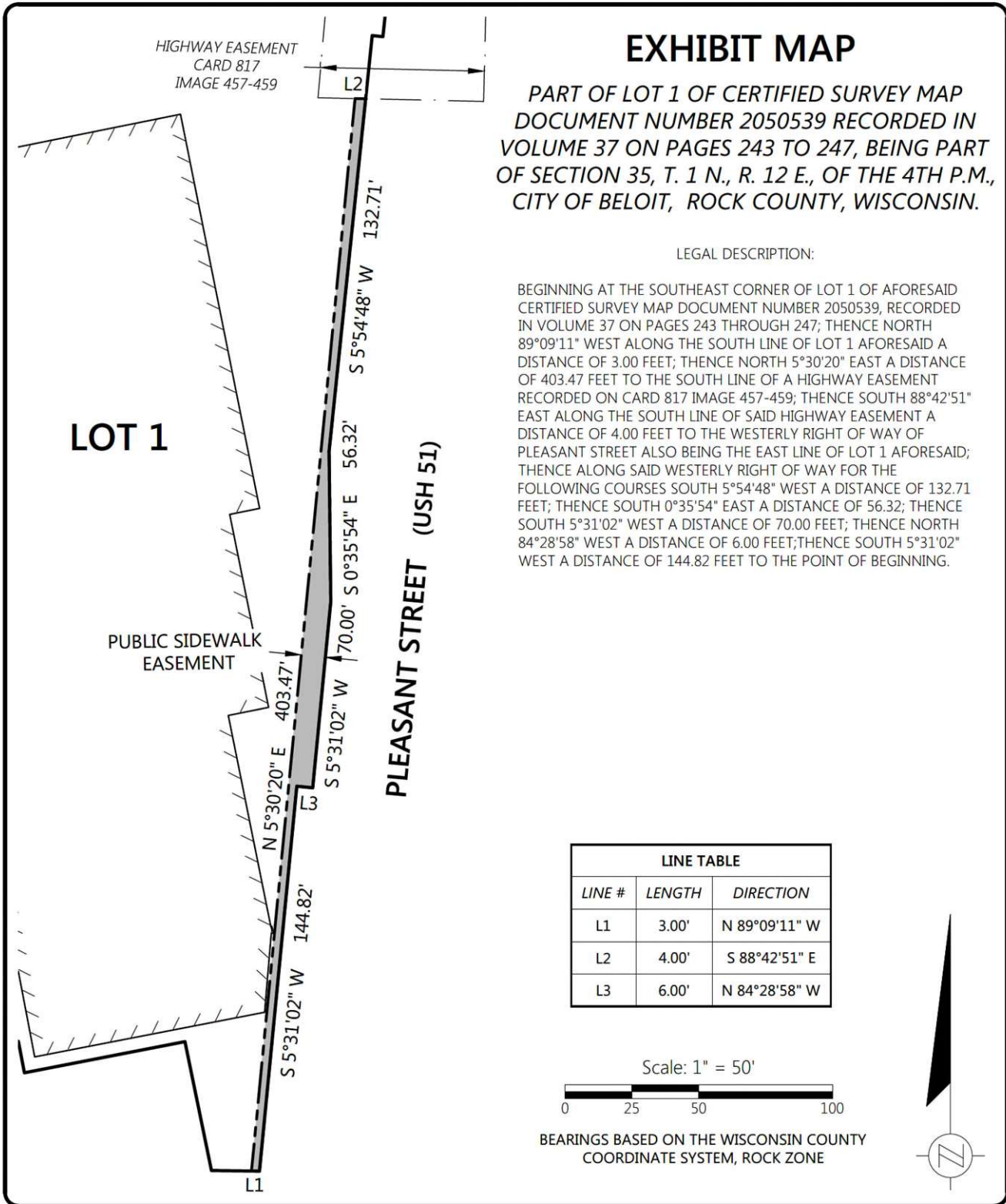
This document was drafted by:
Elizabeth A. Krueger, City Attorney
100 State Street
Beloit, WI 53511

EXHIBIT A

EASEMENT AREA

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP DOCUMENT NUMBER 2050539, RECORDED IN VOLUME 37 ON PAGES 243 THROUGH 247; THENCE NORTH 89°09'11" WEST ALONG THE SOUTH LINE OF LOT 1 AFORESAID A DISTANCE OF 3.00 FEET; THENCE NORTH 5°30'20" EAST A DISTANCE OF 403.47 FEET TO THE SOUTH LINE OF A HIGHWAY EASEMENT RECORDED ON CARD 817 IMAGE 457-459; THENCE SOUTH 88°42'51" EAST ALONG THE SOUTH LINE OF SAID HIGHWAY EASEMENT A DISTANCE OF 4.00 FEET TO THE WESTERLY RIGHT OF WAY OF PLEASANT STREET ALSO BEING THE EAST LINE OF LOT 1 AFORESAID; THENCE ALONG SAID WESTERLY RIGHT OF WAY FOR THE FOLLOWING COURSES SOUTH 5°54'48" WEST A DISTANCE OF 132.71 FEET; THENCE SOUTH 0°35'54" EAST A DISTANCE OF 56.32; THENCE SOUTH 5°31'02" WEST A DISTANCE OF 70.00 FEET; THENCE NORTH 84°28'58" WEST A DISTANCE OF 6.00 FEET; THENCE SOUTH 5°31'02" WEST A DISTANCE OF 144.82 FEET TO THE POINT OF BEGINNING.

EXHIBIT A



ORDER NO: 33518
 FIELD CREW: DGM
 DRAWN BY: DGM
 DATE: January 16, 2020

EXHIBIT MAP

Batterman
 engineers surveyors planners
 2857 Bartells Drive Beloit, Wisconsin 53511
 608.365.4464 www.rhbatterman.com

File Name: J:\32900-32999\32952 - CCI Powerhouse Staking\SURVEY\RHB DRAWING FILES



REPORT TO THE PLAN COMMISSION

Plan Commission Meeting Date: August 5, 2020

Agenda Item: 3.b.

File Number: RPB-2020-04

General Information

Applicant: City of Beloit Staff

Owner: ABC Supply Co., Inc.

Address/Location: 1111 & 1195 Prince Hall Drive

Applicant's Request: Creation of a Utility Easement

Staff Analysis

Overview: This request involves creation of a Utility Easement over both 1111 and 1195 Prince Hall Drive. As part of the 3 ABC Drive Office Building project, an offsite parking lot is being expanded across the street on the properties subject to this easement request.

Details: Both parcels have been administratively combined to expand a parking lot. The improvements include the removal of an access point from 1111 Prince Hall Drive. 1111 and 1195 Prince Hall Drive include vacated right-of-way that contains an existing public water main, sanitary sewer, and storm sewer mains. A utility easement is being created to ensure the City of Beloit will have access to the public infrastructure going forward. This easement was requested by Engineering and Water Resources during the Site Plan Review process. Planning staff approved site plans for the parking lot expansion on June 9, 2020. This easement was prepared by the applicant and been reviewed by Engineering and the City Attorney.

STAFF RECOMMENDATION:

The Planning & Building Services Division recommends **approval** of the attached Easement documents pertaining to the creation of a Utility Easement located at 1111 & 1195 Prince Hall Drive in the City of Beloit.

ATTACHMENTS: Utility Easement and Exhibit Map

CITY UTILITY EASEMENT

Document No.

The undersigned **American Builders & Contractors Supply Co., Inc., a Delaware corporation (hereinafter called "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto the **City of Beloit, Rock County, Wisconsin, a Wisconsin municipal corporation, (hereinafter called "City" or "Grantee")**, Grantee's successors and assigns, the perpetual right and easement to maintain, operate, repair, inspect and remove the Designated Facilities, as defined below, upon, in, over, through and across lands owned by Grantor in the **City of Beloit, County of Rock, State of Wisconsin**, said "City Utility Easement" to be described as follows:

See Exhibit A for the map and legal description of the City Utility Easement, attached hereto and made a part hereof.

This easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for existing City owned underground sanitary sewer, storm sewer and watermain and appurtenances (collectively, the "Designated Facilities"). It is agreed that the Designated Facilities shall remain the property of Grantee, its successors and assigns. Grantee will maintain, operate, repair and replace the Designated Facilities in a good, workmanlike, and non-negligent manner in compliance with all applicable laws without injury or damage to persons or property. Grantor retains the right to grant joint use of the City Utility Easement area to other entities, provided that such use does not interfere with Grantee's rights.
2. **Access:** Grantee and its agents shall have the right of reasonable and necessary ingress and egress to, over and across the Grantor's land adjacent to the City Utility Easement.
3. **Buildings and Structures:** Grantor agrees within the City Utility Easement not to construct or place permanent buildings or structures without the express written consent of the Grantee, which consent Grantee will not unreasonably withhold, condition, or delay.
4. **Landscaping and Vegetation:** No trees are allowed within the City Utility Easement that will then or later materially interfere with the easement rights herein granted without the consent of Grantee, which consent will not be unreasonably withheld, conditioned, or delayed. Grantee will have the right, privilege, and authority, from time to time, without further payment therefor, to clear and keep clear, any and all trees, vegetation, roots, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the City Utility Easement that, in the reasonable opinion of Grantee, may interfere with the construction, operation, and maintenance of the Designated Facilities and such removal will be done in a good and workmanlike manner and fully comply with all applicable laws.
5. **Restoration, Damages and Indemnity:** Grantee shall restore, cause to have restored or pay the sum for all damages to property caused by the maintenance, operation, repair, inspection or removal of said Designated Facilities. Following such work, Grantee shall leave the areas in a clean and workmanlike condition and as nearly as possible to the condition they were in prior to the commencement of work.
6. **Municipal Liability.** Nothing in this Utility Easement is intended as a waiver of the municipality's right or opportunity to rely upon the municipal limitations and immunities contained within Wisconsin law. Municipal immunities and limitations include, but are not limited to, Sections 345.05, 893.80, and 893.83, Wisconsin Statutes. Such damage limits, caps and immunities are intended to be preserved and are incorporated into this Declaration of Public Utility Easement and shall govern all disputes, contractual or otherwise, as they apply to the municipality and its agents, officers, and employees.
7. **Reserved Rights:** Grantor reserves the right to cross and re-cross on, and otherwise use, the City Utility Easement area provided that such use of said ground shall not interfere with, obstruct, or endanger any rights granted as aforesaid.

Record this document with the Register of Deeds

Name and Return Address:

R.H. Batterman & Co., Inc.
2857 Bartells Drive
Beloit, WI 53511

Parcel Identification Number(s)

12560015
13680830

WITNESS the signature(s) of the Grantor this _____ day of _____, 20_____.

Signature (SEAL)

Signature (SEAL)

Printed Name and Title

Printed Name and Title

Signature (SEAL)

Signature (SEAL)

Printed Name and Title

Printed Name and Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
COUNTY OF ROCK } SS

Personally came before me this _____ day of _____, 20_____, the above named _____

_____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

This instrument drafted by

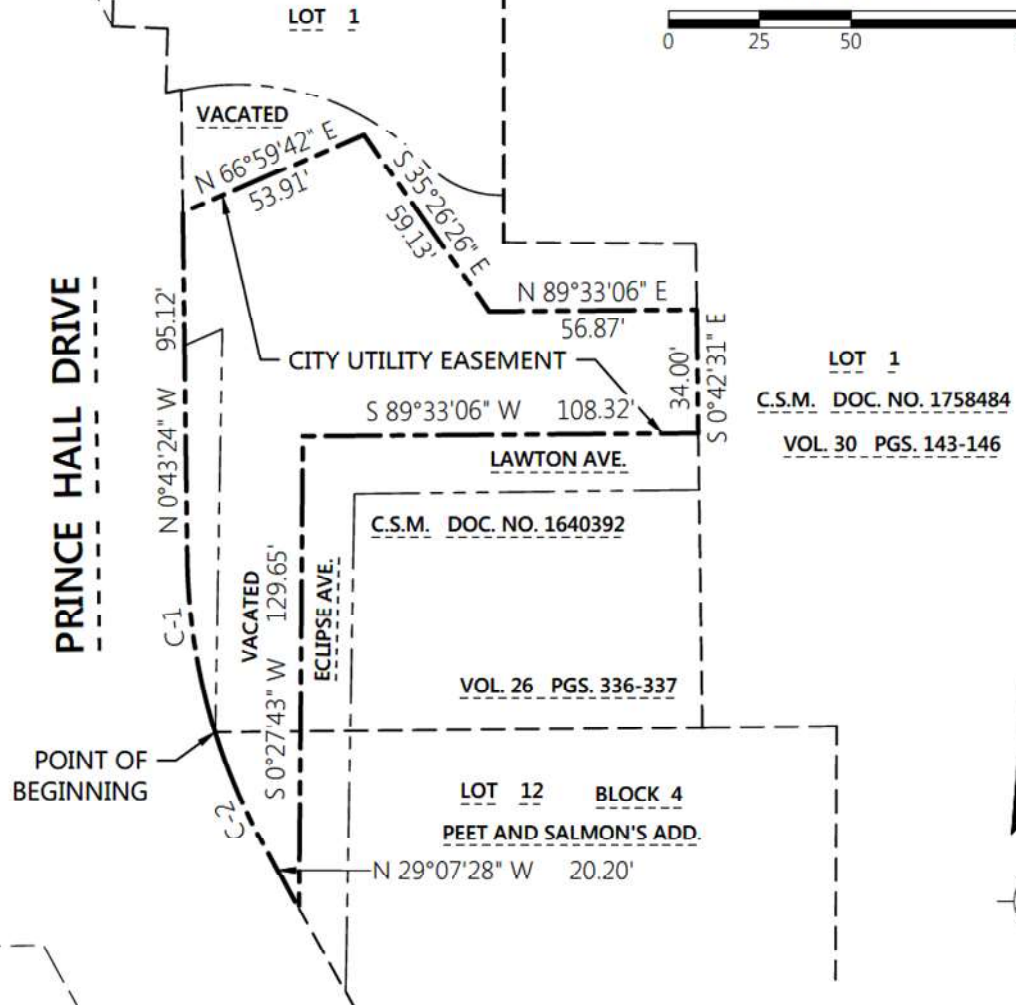
Kristin J. Belongia

Checked by

THIS INSTRUMENT DRAFTED BY:
 KRISTIN J. BELONGIA, PLS
 R.H. BATTERMAN & CO., INC.
 ORDER NO. 33413
 DATED: May 14, 2020

EXHIBIT A

Scale: 1" = 50'



| CURVE TABLE | | | | | |
|-------------|-----------|---------|--------|---------------|--------------|
| CURVE NO. | DELTA | RADIUS | ARC | CHORD BEARING | CHORD LENGTH |
| C-1 | 16°37'04" | 167.00' | 48.44' | N 09°07'02" W | 48.27' |
| C-2 | 11°29'19" | 167.00' | 33.49' | N 23°10'14" W | 33.43' |

LEGAL DESCRIPTION:

PART OF LOT 1 OF CERTIFIED SURVEY MAP DOCUMENT NO. 1640392, RECORDED IN VOLUME 26 ON PAGES 336 AND 337, AND PART OF VACATED ECLIPSE BOULEVARD, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 1 NORTH, RANGE 12 EAST, OF THE 4th P.M., CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN.
 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF AFORESAID LOT 1 OF CERTIFIED SURVEY MAP DOCUMENT NO. 1640392; THENCE ALONG THE EASTERLY RIGHT OF WAY OF PRINCE HALL DRIVE 48.44 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 167.00 FEET AND A CHORD WHICH BEARS NORTH 09°07'02" WEST A DISTANCE OF 48.27 FEET; THENCE CONTINUE ALONG AFORESAID EASTERLY RIGHT OF WAY NORTH 0°43'24" WEST A DISTANCE OF 95.12 FEET; THENCE NORTH 66°59'42" EAST A DISTANCE OF 53.91 FEET; THENCE SOUTH 35°26'26" EAST A DISTANCE OF 59.13 FEET; THENCE NORTH 89°33'06" EAST A DISTANCE OF 56.87 FEET TO THE EASTERLY LINE OF AFORESAID LOT 1 OF CERTIFIED SURVEY MAP DOCUMENT NO. 1640392; THENCE ALONG AFORESAID EASTERLY LINE SOUTH 0°42'31" EAST A DISTANCE OF 34.00 FEET; THENCE SOUTH 89°33'06" WEST A DISTANCE OF 108.32 FEET; THENCE SOUTH 0°27'43" WEST A DISTANCE OF 129.65 FEET TO THE EASTERLY RIGHT OF WAY OF PRINCE HALL DRIVE; THENCE ALONG AFORESAID EASTERLY RIGHT OF WAY NORTH 29°07'28" WEST A DISTANCE OF 20.20 FEET; THENCE 33.49 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 167.00 FEET AND A CHORD WHICH BEARS NORTH 23°10'14" WEST A DISTANCE OF 33.43 FEET TO THE POINT OF BEGINNING.