



CITY HALL • 100 STATE STREET • BELOIT, WI 53511

MEETING NOTICE AND AGENDA
Community Development Authority
June 4, 2012 at 5:30 pm
The Forum
Beloit City Hall
100 State Street

1. Call to Order and Roll Call
2. Citizen Participation
3. Public Hearing, Review and Consideration of Resolution 2012-26, Authorizing an Amended and Restated Cooperation Agreement; Authorizing the Issuance and Sale of Redevelopment Lease Revenue Bonds, Series 2012A and the Execution of Related Documents; and Authorizing an Amended and Restated Public Property Lease and Contribution Agreement (York)
4. Review and Consideration of Resolution 2012-27, Authorizing the Community Development Authority to Purchase 812 Eighth Street (Downing)
5. Review and Consideration of Resolution 2012-28, Authorizing the Community Development Authority to Purchase 738 Kenwood Avenue (Downing)
6. Adjournment

*If you are unable to attend this meeting, notify Julie Christensen at 364-6703 **no later than 4:00PM the Friday before the meeting.***

Notice Mailed: May 30, 2012

Approved: Julie Christensen, Ex. Director

** 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 or to request this service, please contact the City Clerk's Office at 364-6680, 100 State Street, Beloit, WI 53511.

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF БЕЛОIT, WISCONSIN**

Resolution No. 2012-26

RESOLUTION AUTHORIZING AN AMENDED AND RESTATED COOPERATION AGREEMENT; AUTHORIZING THE ISSUANCE AND SALE OF \$1,665,000 REDEVELOPMENT LEASE REVENUE BONDS, SERIES 2012A AND THE EXECUTION OF RELATED DOCUMENTS; AND AUTHORIZING AN AMENDED AND RESTATED PUBLIC PROPERTY LEASE AND CONTRIBUTION AGREEMENT

WHEREAS, the Community Development Authority of the City of Beloit, Wisconsin (the “Authority”), is a community development authority duly organized by the City of Beloit, Wisconsin (the “Municipality”), pursuant to the provisions of Section 66.1335 of the Wisconsin Statutes;

WHEREAS, Sections 66.1105, 66.1333 and 66.1335 of the Wisconsin Statutes, as amended (collectively, the “Act”), authorize the Authority to undertake redevelopment projects in established redevelopment areas, including acquiring property necessary or incidental to an urban renewal program and leasing, selling or otherwise transferring such property to a public body or a private party for use in accordance with a project create tax incremental districts, cause project plans to be prepared, approve the plans, issue bonds and notes, deposit money into special funds of any tax incremental district and enter into contracts necessary to effectuate the purposes of the Act;

WHEREAS, the Authority and the Municipality have heretofore established Tax Increment District No. 5 (“TID No. 5”) in the Municipality;

WHEREAS, the Authority and the Municipality desire to finance certain improvements located in TID No. 5 by issuing Community Development Authority of the City of Beloit, Wisconsin Redevelopment Lease Revenue Bonds, Series 2012A in an amount not to exceed \$1,665,000 (the “Series 2012A Bonds”) for the purpose of providing funds for (i) downtown painting and purchase of street amenities, (ii) Turtle Creek bike path/pedestrian trail project, (iii) Broad Street parking lot rehabilitation, (iv) Mill Street parking lot rehabilitation, (v) East Grand Avenue rehabilitation, (vi) West Grand Avenue parking lot rehabilitation, (vii) funding a debt service reserve fund and (viii) professional and financing fees (collectively, the “Project”);

WHEREAS, the Authority shall issue the Series 2012A Bonds for the purpose of providing funds to finance the Project pursuant to an Indenture of Trust (the “Series 2012A Indenture”) between the Authority and U.S. Bank National Association, as trustee (the “Trustee”);

WHEREAS, the Authority and the Municipality shall enter into an Amended and Restated Cooperation Agreement (the “Cooperation Agreement”) in substantially the form attached hereto as Exhibit A-1 and an Amended and Restated Public Property Lease and Contribution Agreement in substantially the form attached hereto as Exhibit A-2 (the “Lease”) to provide funding for the Municipal Development Costs;

WHEREAS, the Cooperation Agreement is in furtherance of the public purposes of fostering urban renewal in conformity with the Act;

WHEREAS, the Municipality shall deliver a Series 2012A Quit Claim Deed as required under the Lease and lease the Leased Property (as defined in the Lease) from the Authority pursuant to the Lease, and the rental payments by the Municipality under the Lease shall be sufficient to pay all of the principal and interest on the Series 2012A Bonds and to provide amounts required to be paid into the Reserve Fund (defined below) subject to the terms and conditions set forth in the Lease;

WHEREAS, the Lease provides that Additional Bonds payable out of the rental payments received by the Authority under the Lease and any supplemental lease may be issued on a parity with the Series 2011A Bonds and the Series 2012A Bonds only if certain coverage tests have been met with regard to the Series 2011A Bonds and the Series 2012A Bonds, which coverage tests have been met;

WHEREAS, any Additional Bonds shall be issued on a parity basis with the Series 2011A Bonds and the Series 2012A Bonds, shall be of equal rank, and no Bondowner shall be accorded a preference or priority over any other Bondowner of the Series 2011A Bonds and the Series 2012A Bonds or Additional Bonds except as expressly authorized or provided herein;

WHEREAS, in connection with the issuance of the Series 2012A Bonds, draft copies of proposed documentation for the Series 2012A Bonds have been prepared and reviewed by the Authority as follows:

(a) the Bond Purchase Agreement (the “Series 2012A Bond Purchase Agreement”) to be entered into by and among the Authority, the Municipality, and Robert W. Baird & Co. Incorporated (the “Bond Purchaser”), setting forth the terms and conditions on which the Authority will sell and the Bond Purchaser will purchase the Series 2012A Bonds;

(b) the Series 2012A Indenture;

(c) the Cooperation Agreement;

(d) the Lease;

(e) the Preliminary Official Statement and Final Official Statement (the “Official Statement”), describing the Series 2012A Bonds and the Municipality’s finances and condition; and

(f) the Municipal Revenue Obligation (the “Series 2012A Municipal Revenue Obligation”) to be issued by the Municipality payable to the order of the Authority in the aggregate principal amount of \$1,665,000 as evidence of the borrowing provided for in the Cooperation Agreement and the Lease to be assigned by the Authority to the Trustee.

WHEREAS, the Authority deems it to be necessary, desirable and in its best interest to authorize and issue the Series 2012A Bonds payable solely from rentals to be received from the Municipality pursuant to the Lease for the purpose of financing the Project.

NOW THEREFORE, BE IT RESOLVED by the Authority that:

1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

“Act” means Sections 66.1105, 66.1333 and 66.1335 of the Wisconsin Statutes.

“Additional Bonds” means any additional bonds issued in parity with the Series 2012A Bonds which term shall not apply to refunding bonds issued to refund all or part of the Series 2012A Bonds.

“Authority” means the Community Development Authority of the City of Beloit, Wisconsin.

“Bond Purchaser” means Robert W. Baird & Co. Incorporated.

“Cooperation Agreement” means the Amended and Restated Cooperation Agreement dated June 21, 2012 between the Municipality and the Authority.

“Debt Service Fund” means the Debt Service Fund for \$1,665,000 Redevelopment Lease Revenue Bonds, Series 2012A.

“Governing Body” means the Municipality's City Council.

“Independent Financial Consultant” means an independent public accounting firm or an independent financial consultant having recognized expertise in the financial analysis of Wisconsin tax increments districts.

“Lease” means the Amended and Restated Public Property Lease and Contribution Agreement to be dated June 21, 2012 between the Municipality and the Authority.

“Municipal Development” means the development undertakings of the Municipality described in the Cooperation Agreement.

“Municipal Development Costs” means costs incurred or to be incurred by the Municipality for the Municipal Development.

“Municipal Development Property” means the property described in Exhibit C, to the Cooperation Agreement.

“Municipality” means the City of Beloit, Wisconsin.

“Official Statement” means the Preliminary Official Statement and the Final Official Statement describing the Series 2012A Bonds and the Municipality's finances and conditions.

“Project” means (i) downtown painting and purchase of street amenities, (ii) Turtle Creek bike path/pedestrian trail project, (iii) Broad Street parking lot rehabilitation, (iv) Mill Street parking lot rehabilitation, (v) East Grand Avenue rehabilitation, (vi) West Grand Avenue parking lot rehabilitation, (vii) funding a debt service reserve fund and (viii) professional and financing fees.

“Project Plan” means the project plan for TID No. 5, as amended from time to time, as approved by the Municipality's Governing Body.

“Projected Test Years” means the two calendar years beginning with the third January 1 to occur following the issuance of the additional obligations.

“Register” means the books of the Municipality kept by the Registrar to evidence the registration and transfer of the Series 2012A Municipal Revenue Obligation.

“Registrar” means the Treasurer of the Municipality, or a successor designated as Registrar hereunder.

“Reserve Fund” means a separate account in the Debt Service Fund to be known as the Reserve Fund, which Reserve Fund shall be held in trust by the Trustee.

“Reserve Requirement” means cash and securities in an amount equal (a) to 10% of the outstanding principal amount of the Series 2012A Bonds, initially \$_____, or such lesser amount which at no time exceeds an amount equal to the lesser (b) of maximum amount of principal and interest due on the outstanding bonds and any Additional Bonds in any Bond Year or (c) an amount not greater than 125% of average annual debt service on the outstanding bonds.

“Revenues” means (i) revenues derived from all gifts, contributions, grants and other forms of public or private aid received or to be received by the Municipality specifically for the purpose of assisting in the redevelopment of the Target Area, (ii) revenues derived from any and all agreements between the Municipality and private developers pursuant to which all or a portion of the Development will be undertaken, and (iii) moneys appropriated from time to time for such purpose by the Municipality's Governing Body in its sole and absolute discretion.

“Series 2012A Bond Purchase Agreement” means the Bond Purchase Agreement dated June 4, 2012 among the Bond Purchaser, the Authority and the Municipality.

“Series 2011A Bonds” means the \$3,175,000 principal amount of the Authority's Redevelopment Lease Revenue Bonds, Series 2011A issued the Series 2011A Indenture.

“Series 2012A Bonds” means the \$1,665,000 principal amount of the Authority's Redevelopment Lease Revenue Bonds, Series 2012A to be issued the Series 2012A Indenture.

“Series 2012A Indenture” means the Indenture of Trust to be dated June 21, 2012 between the Authority and the Trustee.

“Series 2012A Municipal Revenue Obligation” means the \$1,665,000 Municipal Revenue Obligation, Series 2012A, to be dated June 21, 2012, authorized to be issued by this Resolution.

“Series 2012A Quit Claim Deed” means the Quit Claim Deed required pursuant to the Lease.

“TID No. 5” means the Municipality's Tax Increment District No. 5 identified as such in the TIF No. 5 Project Plan.

“TIF No. 5 Project Plan” means the plan for the TID No. 5 District, as amended from time to time, adopted by the Municipality's Governing Body.

“Trustee” means U.S. Bank National Association, St. Paul, Minnesota, which shall serve as Trustee and fiscal agent for the Series 2012A Bonds.

2. Additional Findings and Determinations. It has been found and determined and is hereby declared:

(a) That the Municipal Development constitutes a “redevelopment project” within the meaning of the Act;

(b) That the estimated aggregate cost of funding the Municipal Development Costs and paying the costs and funding the necessary reserves incident to the financing is not less than the par amount of the Series 2012A Bonds; and

(c) That the payments required to be made by the Municipality under the Lease are sufficient in amount (together with any credits against rent which are also available for such costs) to pay when due the principal of, premium, if any, and interest on the Series 2012A Bonds.

3. Cooperation Agreement. The Chairperson and the Executive Director are hereby authorized and directed for and in the name of the Authority to execute and deliver the Cooperation Agreement, in the form thereof presented herewith or with such insertions therein or corrections thereto as shall be approved by them consistent with this Resolution, their execution thereof to constitute conclusive evidence of their approval of any such insertions and corrections.

4. Authorization to Lease Municipal Development Property. The lease of the Municipal Development Property and related property interests to the Municipality in accordance with the Cooperation Agreement is hereby approved. The payments by the Municipality under the Lease are hereby determined to be the fair market value of the Municipal Development Property and related property interests in accordance with the Redevelopment Act, based upon the following considerations, among others:

(a) Said payments by the Municipality under the Lease are equal to the principal amount of the Series 2012A Bonds, and therefore, the development of the Municipal Development Property in accordance with the Redevelopment Plan is to be accomplished at no out-of-pocket cost to the Authority; and

(b) In accordance with the Cooperation Agreement, the use of the Municipal Development Property will be restricted in a manner which will carry out the objectives of the Redevelopment Plan for the prevention and alleviation of the conditions of urban blight found by the Authority and City Council to be present in TID No. 5

Subject to approval by the Municipality pursuant to the Act, the Chairperson and the Executive Director of the Authority are hereby authorized and directed for and in the name of the Authority to execute and deliver the Lease in the form presented herewith or with such insertions therein or corrections thereto as shall be approved by them consistent with this Resolution, their execution thereof to constitute conclusive evidence of their approval of any such insertions and corrections.

5. Designation, Denomination, Tenor, Maturity and Scheduled Mandatory Redemption of Series 2012A Bonds Created for Issuance. The Series 2012A Bonds shall be issued in the principal amount of \$1,665,000 and shall be designated:

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF BELOIT, WISCONSIN
REDEVELOPMENT LEASE REVENUE BONDS, SERIES 2012A

The Series 2012A Bonds shall become due and payable in the amounts and on the dates, and shall bear interest at the rates per annum, specified in the table below:

BOND PRINCIPAL PAYMENT SCHEDULE

<u>Principal Payment</u> <u>Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
June 1, 2013	145,000	
June 1, 2014	160,000	
June 1, 2015	165,000	
June 1, 2016	190,000	
June 1, 2017	190,000	
June 1, 2018	815,000	

Interest shall accrue from the original issue date and shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2012.

OPTIONAL REDEMPTION

The Series 2012A Bonds maturing on June 1, 2018 shall be subject to redemption, in whole or in part (in multiples of \$5,000) on June 1, 2017 and any date thereafter, at a redemption price of 100% of the principal amount of the Series 2012A Bonds or portions thereof so redeemed, plus accrued interest to the redemption date.

The Series 2012A Bonds shall be issued as fully-registered obligations in substantially the form attached hereto as Exhibit B and incorporated herein by this reference. The Series 2012A Bonds shall be issued in book-entry form only, shall be registered in the name of the Depository and shall be numbered from R-1 consecutively upward. If, for any reason, the relationship with the Depository is terminated, the Authority may at its sole discretion establish a relationship with another depository in order to maintain the Series 2012A Bonds in book-entry form. If the Authority does not appoint another depository, it shall prepare, authenticate and deliver at its

expense fully registered certificated Series 2012A Bonds in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding to the beneficial owners of the Series 2012A Bond, as shown upon the records of the Depository.

The Series 2012A Bonds shall be executed in the name of the Authority by the manual or facsimile signatures of its Chairperson and Executive Director provided that at least one of those signatures shall be a manual signature or if both of those signatures shall be facsimile, the Series 2012A Bonds shall be authenticated by the manual signature of an authorized officer of the Trustee hereinafter appointed, and shall be sealed with its official or corporate seal, if any, or a facsimile thereof.

Both the principal of and interest on the Series 2012A Bonds are payable in lawful money of the United States of America.

As long as the Series 2012A Bonds are in book-entry form, the Series 2012A Bonds are payable as to principal by wire transfer to the Depository or its nominee upon their presentation and surrender. Payment of each installment of interest shall be made by wire transfer to the Depository or its nominee shown in the registration books on the Record Date on the payment date in lawful money of the United States of America by the Trustee. The Trustee shall not be obliged to make any transfer of the Series 2012A Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of the publication of notice of any proposed redemption of the Series 2012A Bonds, or (iii) with respect to any particular Series 2012A Bond, after such Series 2012A Bond has been called for redemption. With respect to (iii) above, in the event that less than all of the principal amount of a specific interest rate is redeemed, the Authority shall execute and the Trustee shall issue a new Series 2012A Bond in the principal amount outstanding after redemption on the redemption date.

6. Execution and Authentication of Series 2012A Bonds. The Series 2012A Bonds shall be executed on behalf of the Authority with the facsimile or manual signature of its Chairperson, countersigned with the facsimile or manual signature of its Executive Director and shall have impressed, imprinted or otherwise reproduced thereon an official seal, if any, of the Authority or a facsimile thereof. No Series 2012A Bond shall be issued unless first authenticated by the Trustee (as fiscal agent and bond registrar), to be evidenced by the manual signature of an authorized signatory of the Trustee on each Series 2012A Bond.

7. Designation of Trustee. The Authority hereby designates and appoints U.S. Bank National Association, St. Paul, Minnesota, to perform the functions of the Trustee, bond registrar, tender agent, fiscal agent and paying agent under the Series 2012A Indenture.

8. Series 2012A Bonds as Limited Obligations. The Series 2012A Bonds and interest thereon shall never be or be considered a general obligation of the Authority or the Municipality or an indebtedness of the Authority or the Municipality within the meaning of any State constitutional provision or statutory limitation and shall not constitute or give rise to a pecuniary liability of the Authority or the Municipality or a charge against their general credit or the Municipality's taxing powers.

9. Source of Payment; Pledge of Revenues. The Series 2012A Bonds shall be limited obligations of the Authority payable by it solely from revenues and income derived by or for the

account of the Authority from or for the account of the Municipality pursuant to the terms of the Lease and the Series 2012A Indenture; including without limitation: (i) payments by the Municipality pursuant to the terms of the Lease, (ii) the Series 2012A Municipal Revenue Obligation, and (iii) all cash and securities held from time to time in the Trust Funds, and the investment earnings thereon.

As security for the payment of the principal of, premium, if any, and interest on the Series 2012A Bonds, the Authority shall pledge and assign to the Trustee all of its right, title and interest in and to the Trusts established under the Series 2012A Indenture.

It is the express intent and determination of the Authority that the rental payments due to the Authority from the Municipality under the Lease shall be sufficient to pay the full extent of the principal of and interest on the Series 2012A Bonds as the same become due and to provide the amounts required to be paid into the Reserve Fund. Upon receipt, any revenues derived from the Lease shall be deposited in a separate fund to be designated as the “Debt Service Fund for \$1,665,000 Redevelopment Lease Revenue Bonds, Series 2012A” (the “Debt Service Fund”) and used solely to pay the principal of and interest on the Series 2012A Bond (except as described below) and to provide the amounts required to be paid into the Reserve Fund.

The Debt Service Fund shall be held in trust by the Trustee. The Municipality has agreed to make all payments under the Lease directly to the Trustee for deposit into the Debt Service Fund. No money shall be withdrawn from the Debt Service Fund and appropriated for any purpose other than the payment of principal of and interest on the Series 2012A Bonds until such principal and interest has been paid in full, except that at any time that there is on deposit in the Debt Service Fund an amount equal to the Annual Debt Service Requirement and the Reserve Requirement is on deposit in the Reserve Fund, any excess money shall be withdrawn from the Debt Service Fund and used by the Authority to repay the Municipality for advances to it or to pay operating expenses of the Authority.

To additionally secure the payment of principal of and interest on the Series 2012A Bonds, there will be established a separate account in the Debt Service Fund to be known as the Reserve Fund (the “Reserve Fund”). The Reserve Fund shall be held in trust by the Trustee. The Authority shall, upon the issuance of the Series 2012A Bonds, deposit into the Reserve Fund from the proceeds of the Series 2012A Bonds an amount equal (a) to 10% of the outstanding principal amount of the Series 2012A Bonds initially \$_____ or such lesser amount which at no time exceeds an amount equal to the lesser (b) of maximum amount of principal and interest due on the outstanding bonds and any Additional Bonds in any Bond Year or (c) an amount not greater than 125% of average annual debt service on the outstanding bonds (the “Reserve Requirement”). It is the intent of the Authority that at all times the Reserve Fund constitutes a “reasonably required reserve fund” under Section 148 of the Code and any applicable Regulations. If for any reason there shall be insufficient funds on hand in the Debt Service Fund to meet principal or interest becoming due on the Series 2012A Bonds, then all sums then held in the Reserve Fund shall be used to pay the portion of interest or principal on such Series 2012A Bonds becoming due as to which there would otherwise be default. The Reserve Fund shall be replenished and refilled from payments under the Lease until the amount accumulated in the Reserve Fund (after giving effect to amounts deposited in the Reserve Fund from proceeds of the Series 2012A Bonds, investment earnings or from any other source) equals the Reserve Requirement. Any amounts on deposit in the Reserve Fund, including investment earnings, which would cause the amount on deposit in the Reserve Fund to be in excess

of the Reserve Requirement shall be transferred to the Debt Service Fund to be used for the purposes thereof.

10. Redemption of Series 2012A Bonds Prior to Maturity. The Series 2012A Bonds shall be subject to redemption prior to maturity as provided in the Series 2012A Indenture.

11. Trust Funds. The trust funds and accounts created under the Series 2012A Indenture to be held in the custody of the Trustee and applied for the uses and purposes provided in the Series 2012A Indenture are hereby authorized and approved.

12. Investment of Trust Funds. Any moneys held as a part of the trust funds held by the Trustee under the Series 2012A Indenture may be invested and reinvested by the Trustee in accordance with the Series 2012A Indenture.

13. Execution and Delivery of the Series 2012A Bond Purchase Agreement, the Series 2012A Indenture and the Series 2012A Municipal Revenue Obligation. The terms and provisions of the Series 2012A Bond Purchase Agreement, the Series 2012A Indenture and the Series 2012A Municipal Revenue Obligation are hereby approved. The Chairperson and the Executive Director are hereby authorized for and in the name of the Authority to execute and deliver the Series 2012A Bond Purchase Agreement, the Series 2012A Indenture and the Series 2012A Municipal Revenue Obligation in the forms thereof presented herewith, or with such insertions therein or corrections thereto as shall be approved by them consistent with this Resolution and the terms of the Act, their execution thereof to constitute conclusive evidence of their approval of any such insertions and corrections.

14. Sale of Series 2012A Bonds. The Authority has negotiated for the sale of the Series 2012A Bonds to Robert W. Baird & Co. Incorporated at a price of \$_____ (\$1,665,000 par amount of Series 2012A Bonds, less underwriter's discount of \$_____). Given the purposes of the financing and the involvement of the Authority therewith, it is the determination of the Authority that the Series 2012A Bonds shall be hereby awarded to the Bond Purchaser at the price aforesaid with delivery to follow in the manner, at the time and subject to the conditions set forth in the Series 2012A Bond Purchase Agreement.

The preparation of the Preliminary Official Statement and the Final Official Statement are hereby approved. The Preliminary Official Statement is "deemed final" as of its date, except for omissions or subsequent modifications permitted under Rule 15c2-12 of the Securities and Exchange Commission. The Chairperson and Executive Director are authorized and directed to do any and all acts necessary to conclude delivery of the Series 2012A Bonds to the Bond Purchaser, as soon after adoption of this Resolution as is convenient.

15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Series 2012A Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Authority agrees to the applicable provisions set forth in the Letter of Representations on file at the office of the City Clerk.

16. Persons Treated as Owners; Transfer of Series 2012A Bonds. The Authority shall cause books for the registration and for the transfer of the Series 2012A Bonds to be kept by the Trustee. The person in whose name any Series 2012A Bond shall be registered shall be deemed and

regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Series 2012A Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2012A Bond to the extent of the sum or sums so paid.

Any Series 2012A Bond may be transferred by the registered owner thereof by surrender of the Series 2012A Bond at the office of the Trustee, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Trustee shall deliver in the name of the transferee or transferees a new Series 2012A Bond of a like aggregate principal amount, series and maturity and the Trustee shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Trustee shall cancel any Series 2012A Bond surrendered for transfer.

The Authority shall cooperate in any such transfer, and the Chairperson and Executive Director are authorized to execute any new Series 2012A Bond necessary to effect such transfer.

The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Series 2012A Bonds (the "Record Date"). Payment of interest on the Series 2012A Bonds on any interest payment date shall be made to the registered owners of the Series 2012A Bonds as they appear on the registration book of the Trustee at the close of business on the corresponding record date.

17. Tax-Exempt Status of Series 2012A Bonds; Special Tax Covenant. The Authority covenants that it will comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the bonds in order that interest on the Series 2012A Bonds be, or continue to be, excluded from gross income for federal income tax purposes. The Authority covenants to maintain the designation of the Series 2012A Bonds as "qualified tax-exempt obligations" for purposes of Section 265 of the Internal Revenue Code relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax-exempt obligations.

18. Additional Bonds. No bonds or obligations payable out of the rental payments received by the Authority under the Lease may be issued in such manner as to enjoy priority over the Series 2011A Bonds, or the Series 2012A Bonds. Additional obligations payable out of the rental payments received by the Authority under the Lease may be issued if their lien and pledge is junior and subordinate to that of the Series 2011A Bonds and the Series 2012A Bonds. Additional obligations payable out of the rental payments received by the Authority under the Lease may be issued on a parity with the Series 2011A Bonds and the Series 2012A Bonds only if all of the following conditions are met:

(a) The additional obligations are to be issued for the purpose of completing the Project or undertaking additional projects outlined in the tax increment Project Plan for TID No. 5;

(b) The Lease is amended to provide for the payment of additional rentals in amounts equal to at least the annual principal and interest requirements on the additional obligations to be issued;

(c) The additional obligations must have principal maturing on June 1 of each year and interest falling due on June 1 and December 1 of each year; and

(d) Either: (i) the chief financial officer of the Municipality certified that the aggregate amount of tax increments generated by TID No. 5 plus special assessments levied by the Municipality for eligible projects in the preceding calendar year was at least 1.25 times the average annual debt service on all outstanding bonds (including the Series 2011A Bonds and the Series 2012A Bonds) and on the Additional Bonds proposed to be issued or (ii) an Independent Financial Consultant issues a report to the Authority to the effect that the ratio of (1) the aggregate amount of tax increment projected to be generated by TID No. 5 in each of the Projected Test Years, to (2) the average annual debt service of all bonds issued and outstanding and on the Additional Bonds proposed to be issued is either (y) greater than 1.25, or (z) at least 15% greater than it would have been (after taking into account the annual debt service on the Additional Bonds) if the Additional Bonds were not issued and the programs and projects to be financed thereby were not undertaken.

An “Independent Financial Consultant” means an independent public accounting firm or an independent financial consultant having recognized expertise in the financial analysis of Wisconsin tax increments districts. The “Projected Test Years” means the two calendar years beginning with the third January 1 to occur following the issuance of the additional obligations. The report referred to in clause (d) above may take into account the tax increment from projected new development only to the extent that such new development is constructed, under construction or is committed by a third party under a written agreement with the Municipality.

19. Defeasance. When all Series 2012A Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Authority may discharge all Series 2012A Bonds due on any date by depositing into a special account on or before that date a sum sufficient to pay the same in full; or if any Series 2012A Bonds should not be paid when due, it may nevertheless be discharged by depositing into a special account a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The Authority, at its option, may also discharge all Series 2012A Bonds called for redemption on any date when they are prepayable according to their terms, by depositing into a special account on or before that date a sum sufficient to pay them in full, with the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. The Authority, at its option, may also discharge all Series 2012A Bonds of said issue at any time by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Series 2012A Bonds to its maturity or, at the Authority’s option, if said Series 2012A Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Series 2012A Bond at maturity, or at the Authority’s option, if said Series 2012A Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Series 2012A Bonds on such date has been duly given or provided for.

20. General Authorizations. The Chairperson and the Executive Director and the appropriate deputies and officials of the Authority in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file and record such other documents,

instruments, notices and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the Authority under the Series 2012A Bonds, the Cooperation Agreement, the Series 2012A Bond Purchase Agreement, the Lease and the Series 2012A Indenture, including execution of an Official Statement describing the Series 2012A Bonds, the Authority and the Municipality.

In the event that said officers shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of Series 2012A Bonds, the Cooperation Agreement, the Series 2012A Bond Purchase Agreement, the Lease or the Series 2012A Indenture), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the Authority.

21. Bond Insurance. If the purchaser of the Series 2012A Bonds obtains municipal bond insurance with respect to the Series 2012A Bonds, the Chairperson and Executive Director are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and Executive Director, including provisions regarding restrictions on investment of Bond proceeds, the rights of the bond insurer in the event of default and payment of the Series 2012A Bonds by the bond insurer and notices to be given and information to be provided to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the form of Series 2012A Bond provided herein.

22. Payment of the Series 2012A Bonds; Fiscal Agent. The principal of and interest on the Series 2012A Bonds shall be paid by U.S. Bank National Association, the Trustee, which is hereby appointed as the Authority's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes. The Fiscal Agency Agreement to be entered into between the Authority and the Trustee is hereby approved.

23. Section 893.77 Notice. Notice of sale of the Series 2012A Bonds, in the form attached hereto as Exhibit C, shall be published in the official newspaper of the Municipality as a class 1 notice under Chapter 985 of the Wisconsin Statutes.

24. Effective Date; Conformity. This Resolution shall be effective immediately upon its passage and approval. To the extent that any prior resolutions of this body are inconsistent with the provisions hereof, this Resolution shall control and such prior resolutions shall be deemed amended to such extent as may be necessary to bring them in conformity with this Resolution.

Adopted: June 4, 2012

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF BELOIT, WISCONSIN**

By: _____
Thomas M. Johnson, Chairperson

Attest: _____
Julie Christensen, Executive Director

CERTIFICATION

I, Julie Christensen, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting Executive Director of the Community Development Authority of the City of Beloit, in the County of Rock, State of Wisconsin, and as such I have in my possession, or have access to, the complete corporate records of said Authority; that I have carefully compared the transcript hereto attached with the aforesaid corporate records; that said transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a Resolution entitled:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN AMENDED AND RESTATED COOPERATION AGREEMENT; AUTHORIZING THE ISSUANCE AND SALE OF \$1,665,000 REDEVELOPMENT LEASE REVENUE BONDS, SERIES 2012A AND THE EXECUTION OF RELATED DOCUMENTS; AND AUTHORIZING AN AMENDED AND RESTATED PUBLIC PROPERTY LEASE AND CONTRIBUTION AGREEMENT

I hereby further certify as follows:

1. Said Resolution was considered for adoption by the Authority at a meeting held at City Hall, 100 State Street, Beloit, Wisconsin, at ____ p.m. on June 4, 2012. Said meeting was a _____ (*insert regular or special*) meeting of the Authority and was held in open session.

2. Said Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the City Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the City.

3. Said meeting was called to order by _____ who chaired the meeting. Upon roll, I noted and recorded that the following commissioners were present:

and that the following commissioners were absent:

I noted and recorded that a quorum was present.

Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Resolution, which was introduced, and its adoption was moved by _____ and seconded by _____.

Following discussion and after all commissioners who desired to do so had expressed their views for or against said Resolution, the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

_____	_____
_____	_____
_____	_____

NAY:

_____	_____
-------	-------

ABSTAINED:

_____	_____
-------	-------

Whereupon the meeting chair declared said Resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Authority, if any, as of the 4th day of June, 2012.

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF БЕЛОIT, WISCONSIN**

[SEAL]

By: _____
Julie Christensen, Executive Director

EXHIBIT A-1

COOPERATION AGREEMENT

[INTENTIONALLY OMITTED; PROVIDED TO EXECUTIVE DIRECTOR]

EXHIBIT A-2

LEASE AND CONTRIBUTION AGREEMENT

[INTENTIONALLY OMITTED; PROVIDED TO EXECUTIVE DIRECTOR]

EXHIBIT B

FORM OF BOND

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF ROCK

REGISTERED
\$ _____

COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF БЕЛОIT, WISCONSIN
REDEVELOPMENT LEASE REVENUE BONDS, SERIES 2012A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP Number</u>
	June 1, 20____	June 21, 2012	

KNOW ALL MEN BY THESE PRESENTS that the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF БЕЛОIT, WISCONSIN, a municipal corporation and political subdivision of the State of Wisconsin (the "Authority"), for value received, promises to pay, but solely from the source and as hereinafter provided and not otherwise, to the above named Registered Owner, or registered assigns, on the above specified Maturity Date, upon presentation and surrender of this Series 2012A Bond, the principal sum specified above and to pay interest thereon, but solely from said source and as so provided and not otherwise, at the Interest Rate. Interest is payable semiannually on June 1 and December 1 of each year, commencing December 1, 2012, until payment of such principal sum, or, if this Series 2012A Bond shall be duly called for redemption, until the redemption date. Interest on overdue principal, premium, if any, and interest (to the extent legally enforceable) is payable at the same rate per annum as was borne by this Series 2012A Bond on the due date. The principal of, premium, if any, and interest on this Series 2012A Bond are payable in lawful money of the United States of America at the principal corporate trust office of U.S. Bank National Association, St. Paul, Minnesota, or its successor or successors, as Trustee (the "Trustee"). Interest hereon which is payable, and punctually paid or duly provided for, on any interest payment date shall be paid by check drawn by the Trustee payable to the order of the person in whose name this Series 2012A Bond is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next-preceding such interest payment date, and for interest payable on any redemption date which is not a regularly scheduled semiannual interest payment date shall be the day (whether or not a business day) next preceding such date. Such interest shall be mailed to such person at the address shown on the bond register kept by the Trustee. Owners of at least \$1,000,000 principal amount of Series 2012A Bonds may elect to have their interest paid by wire transfer of immediately available funds in accordance with the Series 2011A Indenture hereinafter referred to. Any such interest not so punctually paid or duly provided for may be paid in any lawful manner at the discretion of the Trustee.

The Series 2012A Bonds have been issued pursuant to and in full compliance with the Constitution and laws of the State of Wisconsin, particularly Section 66.1333 of the Wisconsin Statutes, as amended, and by authority of resolutions adopted by the Authority's governing body in

connection with a project and activity undertaken pursuant to said Section of the Wisconsin Statutes. THE SERIES 2012A BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY. THE AUTHORITY HAS NO TAXING POWERS. THE SERIES 2012A BONDS SHALL NOT CONSTITUTE A DEBT OR OBLIGATION OF THE AUTHORITY, THE CITY OF БЕЛОIT, WISCONSIN, THE COUNTY IN WHICH THE CITY IS LOCATED, THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION, STATUTORY LIMITATION OR CHARTER PROVISION OR LIMITATION AND SHALL NOT BE A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS. The principal of, premium, if any, and interest on the Series 2012A Bonds are payable by the Authority solely from “Pledged Revenues” as defined in the Series 2012A Indenture hereinafter referred to, including all payments by the City of Beloit, Wisconsin under the Lease and the Series 2012A Municipal Revenue Obligation hereinafter referred to (except certain unassigned rights of the lessor under the Lease).

This Series 2012A Bond is one of a duly authorized issue of Series 2012A Bonds of the Authority, limited in aggregate principal amount not to exceed \$1,665,000 (herein referred to as the “Series 2012A Bonds”), issued and authorized to be issued for the purpose of providing funds for the Authority. The Series 2012A Bonds are payable solely from payments to be made pursuant to the terms of an Amended and Restated Public Property Lease and Contribution Agreement made and entered into on June 21, 2012, by and between the Authority and the City of Beloit, Wisconsin (the “Municipality”) (hereinafter referred to as the “Lease”) and the municipal revenue obligation of the Municipality issued under Section 66.0621 of the Wisconsin Statutes, as amended, known as the City of Beloit, Wisconsin Redevelopment Revenue Obligation, Series 2012A (the “Series 2012A Municipal Revenue Obligation”). Pursuant to the Lease, the Municipality has agreed to make Rental Payments sufficient in amount to pay when due the principal of and interest on the Series 2012A Bonds.

The Series 2012A Bonds are all issued under and are equally and ratably secured and entitled to the protection and benefits given by an Indenture of Trust dated June 21, 2012, duly executed and delivered by the Authority to the Trustee (the “Series 2012A Indenture”). Reference is hereby made to the Series 2012A Indenture and to all indentures supplemental thereto for a description of rights, duties and obligations of the Authority, the Trustee and the owners of the Series 2012A Bonds. All of the Authority's right, title and interest in and to the Lease (except for its right to enforce certain limited provisions of the Lease) and the Series 2012A Municipal Revenue Obligation have been pledged and assigned to the Trustee under the Series 2012A Indenture as security for the payment of the Series 2012A Bonds.

The Series 2012A Bonds are issuable only as fully registered bonds in the denominations of \$5,000 and integral multiples of \$5,000 in excess thereof and shall be originally issued only to a Depository to be held in a book entry system and: (i) the Series 2012A Bonds shall be registered in the name of the Depository or its nominee, as Bondholder, and immobilized in the custody of the Depository; (ii) unless otherwise requested by the Depository, there shall be a single bond certificate; and (iii) the Series 2012A Bonds shall not be transferable or exchangeable, except for transfer to another Depository or another nominee of a Depository, without further action by the Authority. While the Series 2012A Bonds are held in a book entry only system, only the Depository will receive Series 2012A Bonds in the form of physical certificates. If any Depository determines not to continue to act as a Depository for the Series 2012A Bonds for use in a book entry system, the Authority may attempt to have established a securities depository/book entry system relationship

with another qualified Depository under the Series 2012A Indenture. If the Authority does not or is unable to do so, the Authority and the Trustee, after the Trustee has made provision for notification to the Beneficial Owners, shall permit withdrawal of the Series 2012A Bonds or Beneficial Ownership Interests from the Depository, and authenticate and deliver bond certificates in fully registered form (in denominations of \$5,000 or any integral multiple thereof) to the assignees of the Depository or its nominee or to the Beneficial Owners.

While a Depository is the sole holder of the Series 2012A Bonds, delivery or notation of partial redemption or tender for purchase of Series 2012A Bonds shall be effected in accordance with the provisions of the Letter of Representations, as defined in the Series 2012A Indenture. Delivery of Beneficial Ownership Interests shall be effected in accordance with the terms of the Series 2012A Indenture.

In addition to the words and terms defined elsewhere in this Series 2012A Bond, the following terms shall have the following meanings:

“Beneficial Owner” means with respect to a Series 2012A Bond, the Person owning the Beneficial Ownership Interest therein, as evidenced to the satisfaction of the Trustee.

“Beneficial Ownership Interest” means the right to receive payments and notices with respect to the Series 2012A Bonds which are held by the Depository under a book entry system for which the Depository does not, pursuant to the Letter of Representations, act on behalf of the Beneficial Owner in connection with the optional or mandatory tender of Series 2012A Bonds pursuant to the Series 2012A Indenture.

“Book entry form” or “book entry system” means, with respect to the Series 2012A Bonds, a form or system, as applicable, under which (i) the interests of Beneficial Owners in Series 2012A Bonds and bond service charges may be transferred only through a book entry and (ii) physical bond certificates in fully registered form are registered only in the name of a Depository or its nominee as Holder, with the physical bond certificates “immobilized” in the custody of the Depository. The book entry system maintained by and the responsibility of the Depository and not maintained by or the responsibility of the Authority or the Trustee is the record that identifies, and records the transfer of the interests of Beneficial Owners in the Series 2012A Bonds.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a book entry system to record ownership of book entry interests in Series 2012A Bonds, and to effect transfers of book entry interests in Series 2012A Bonds, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

Designation, Denomination, Tenor, Maturity and Scheduled Mandatory Redemption of Series 2012A Bonds Created for Issuance. The Series 2012A Bonds shall be issued in the principal amount of \$1,665,000 and shall be designated:

COMMUNITY DEVELOPMENT AUTHORITY OF THE
CITY OF BELOIT, WISCONSIN
REDEVELOPMENT LEASE REVENUE BONDS, SERIES 2012A

The Series 2012A Bonds shall become due and payable in the amounts and on the dates, and shall bear interest at the rates per annum, specified in the table below:

BOND PRINCIPAL PAYMENT SCHEDULE

<u>Principal Payment Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
June 1, 2013	145,000	
June 1, 2014	160,000	
June 1, 2015	165,000	
June 1, 2016	190,000	
June 1, 2017	190,000	
June 1, 2018	815,000	

Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. To the extent permitted by law, overdue principal, premium, if any, and interest shall bear interest at the same rate as was borne by the Series 2012A Bonds on the due date of the payment that is delinquent.

OPTIONAL REDEMPTION

Series 2012A Bonds maturing on June 1, 2018 shall be subject to redemption, in whole or in part (in multiples of \$5,000) on June 1, 2017 and any date thereafter, at a redemption price of 100% of the principal amount of the Series 2012A Bonds or portions thereof so redeemed, plus accrued interest to the redemption date.

If less than all Outstanding Bonds are to be so redeemed, the particular Series 2012A Bonds or portions thereof to be redeemed shall be selected by the Trustee at the discretion of the City, within a maturity by lot or by such other random means as the Trustee shall determine in its discretion.

MANDATORY REDEMPTION IN EVENT OF LEASE TERMINATION

The Series 2012A Bonds (including the Series 2011A Bonds and any Additional Bonds) are subject to mandatory redemption, in whole but not in part, on the first date for which notice of such redemption can be given in the event the Municipality exercises its right to terminate the Lease as a result of a Material Disturbance of Quiet Enjoyment. The redemption price in such event is 100% of the principal amount plus accrued interest to the redemption date.

NOTICE OF REDEMPTION

Notice of the call for any redemption of Series 2012A Bonds prior to maturity shall be given by mailing a copy of the redemption notice by first-class mail not less than 30 nor more than 60 days prior to the redemption date to the registered owner of each Series 2012A Bond to be redeemed at the address shown on the bond register maintained by the Trustee. Neither the failure to mail such notice, nor any defect in any notice so mailed, with respect to any particular Bondowner shall affect the validity of any proceedings for redemption of any other Series 2012A Bond. All Series 2012A Bonds or portions thereof so called for redemption shall, unless they are purchased in lieu of redemption as provided in the Series 2012A Indenture, cease to bear interest on the specified redemption date and shall no longer be deemed to be outstanding under the provisions of the Series 2012A Indenture if moneys available and sufficient for their redemption are on deposit at the place of payment at that time.

OTHER PROVISIONS

Except as provided in the Series 2012A Indenture, the owners of the Series 2012A Bonds shall have no right to enforce the provisions of the Series 2012A Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Series 2012A Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto. In certain events, on the conditions, in the manner and with the effect set forth in the Series 2012A Indenture, the principal of all Series 2012A Bonds issued under the Series 2012A Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Amendments, modifications and alterations of the Lease, and the Series 2012A Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Series 2012A Indenture.

This Series 2012A Bond shall be fully negotiable, but may be transferred only by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon presentation and surrender of this Series 2012A Bond together with said executed form of assignment at the principal corporate trust office of the Trustee, the Trustee shall register the transfer of this Series 2012A Bond in the bond register maintained by the Trustee; provided, however, that the Trustee shall have no obligation to register the transfer unless the executed assignment shall be satisfactory to it in form and substance. Upon registration of the transfer of this Series 2012A Bond, the Trustee shall cancel this Series 2012A Bond, and the Authority shall issue, and the Trustee shall authenticate, one or more new Series 2012A Bonds of authorized denominations of the same maturity and interest rate and in the same aggregate outstanding principal amount as this Series 2012A Bond. The Authority and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest due hereon and for all other purposes, and neither the Authority, nor the Trustee nor any alternate paying agent shall be affected by any notice to the contrary.

The Series 2012A Bonds are issuable in the form of fully registered bonds in the denominations of \$5,000 or any integral multiple thereof in the manner and subject to the conditions provided in the Series 2012A Indenture, Series 2012A Bonds, upon surrender thereof at the principal corporate trust office of the Trustee together with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or such owner's duly authorized

legal representative, may be exchanged for an equal outstanding aggregate principal amount of Series 2012A Bonds of the same maturities and interest rates of any authorized denomination. The Trustee shall not be required to register the transfer or to exchange any particular Series 2012A Bonds after such Series 2012A Bond has been called for redemption or has been tendered for redemption in accordance with the Series 2012A Indenture. The Bondowner requesting any registration of transfer or exchange of Series 2012A Bonds shall pay with respect thereto any resulting tax or governmental charge. All such payments shall be conditions precedent to the exercise of the Bondowner's rights of registration of transfer or exchange.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Series 2012A Indenture and the issuance of this Series 2012A Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Series 2012A Bond and the issue of which it forms a part has been duly authorized by the Authority and does not exceed or violate any constitutional or statutory limitation. This Series 2012A Bond is issued with the intent that the laws of the State of Wisconsin will govern its construction. This Series 2012A Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Series 2012A Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Authority has caused this Series 2012A Bond to be executed in its name by the manual or facsimile signatures of its Chairperson and its Executive Director and its corporate seal, if any, to be hereunto affixed, impressed, imprinted or otherwise reproduced.

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF BELOIT, WISCONSIN**

[SEAL]

By: _____
Thomas M. Johnson, Chairperson

Attest: _____
Julie Christensen, Executive Director

Certificate of Authentication

This Series 2012A Bond is one of the Series 2012A Bonds described in the within mentioned Series 2012A Indenture of Trust.

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

Date of Authentication:

June 21, 2012

By: _____
Authorized Signatory

ASSIGNMENT

SOCIAL SECURITY OR FEDERAL
EMPLOYER IDENTIFICATION
NUMBER:

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please Print or Typewrite Name and Address of Transferee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: Signature(s) must be guaranteed by a commercial bank, broker, dealer, municipal or government securities broker or dealer, credit union, national securities exchange, registered securities association clearing agency or savings association.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT C

FORM OF SECTION 893.77 NOTICE

On June 4, 2012, a resolution was offered, read, approved and adopted whereby the Community Development Authority of the City of Beloit, Wisconsin (the “Authority”) authorized the issuance and sale of its Redevelopment Lease Revenue Bonds, Series 2012A in an amount not to exceed \$1,665,000 (the “Series 2012A Bonds”). It is anticipated that the closing of this bond sale will be held on or about June 21, 2012. A copy of all proceedings had to date with respect to the authorization and sale of said Series 2012A Bonds is on file and may be examined in the office of the Executive Director of the Authority, 100 State Street, Beloit, Wisconsin.

This notice is given pursuant to Section 893.77, Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Julie Christensen, Executive Director
Community Development Authority
of the City of Beloit, Wisconsin



CITY HALL • 100 STATE STREET • BELOIT, WI 53511

REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 4

TOPIC: Purchase of 812 Eighth

ACTION: Approve Resolution No. 2012-27, Authorizing the CDA to Purchase 812 Eighth Street for an Amount Not to Exceed \$35,145

PRESENTER: Teri Downing

STAFF REPORT:

The City of Beloit received \$655,750 in Neighborhood Stabilization Program 3 (NSP3) funds to redevelop abandoned and foreclosed houses in Census Tract 16. This involves either the purchase, rehabilitation, and resale of the houses or the demolition if the structures are blighted. Census Tract 16 is bound by Shirland Avenue, Fifth Street, Portland Avenue, and McKinley Avenue.

This program provides funds to cities to purchase foreclosed and/or abandoned properties that are less likely to be purchased by an investor or potential owner-occupant due to the expense involved to bring them back to livable conditions.

The property located at 812 Eighth Street is eligible for rehabilitation under NSP 3. Staff toured the property and felt that this is a house that we should pursue for this program.

- An appraisal of 812 Eighth Street concluded that the market value is \$35,500.
- NSP3 regulations limit the maximum purchase price to 1% below the appraised value, which would be \$35,145 for this property.
- This home is located in census tract 16 which is a focus area of the Neighborhood Stabilization Program.
- Rehabilitation costs are not available at this time. If preliminary estimates for rehabilitation exceed \$80,000 (beyond lead-abatement costs), we will not move forward with an offer.
- After rehabilitation this property will be sold to a low/moderate income household.

STAFF RECOMMENDATION:

Staff recommends approving Resolution 2012-27, Authorizing the Purchase of 812 Eighth Street for an amount not to exceed \$35,145.

ATTACHMENTS:

Resolution and Photo

RESOLUTION 2012-27

**AUTHORIZING THE COMMUNITY DEVELOPMENT AUTHORITY
TO ACQUIRE 812 EIGHTH STREET**

WHEREAS, the City of Beloit has received \$655,750 for the Neighborhood Stabilization Program 3 (NSP3) from the Wisconsin Department of Commerce under Title III of Division B of the Housing and Economic Recovery Act (HERA), 2008 for emergency assistance for redevelopment of abandoned and foreclosed homes and residential properties; and

WHEREAS, the City Council has established a strategic goal to promote quality housing in all neighborhoods; and

WHEREAS, the City Council passed a resolution designating the Community Development Authority as the oversight agency for Beloit's Neighborhood Stabilization Program3 (NSP3); and

WHEREAS, 812 Eighth Street is a property eligible for the NSP3 program, and is considered to be a good fit for this program.

NOW THEREFORE BE IT RESOLVED THAT the Community Development Authority does hereby authorize the purchase of 812 Eighth Street for an amount not to exceed \$35,145.

Adopted this 4th day of June, 2012.

Community Development Authority

Thomas M. Johnson, Chairperson

ATTEST:

Julie Christensen
Executive Director





CITY HALL • 100 STATE STREET • BELOIT, WI 53511

REPORT TO THE BELOIT COMMUNITY DEVELOPMENT AUTHORITY

AGENDA ITEM: 5

TOPIC: Purchase of 738 Kenwood Avenue

ACTION: Approve Resolution No. 2012-28, Authorizing the CDA to Purchase 738 Kenwood Avenue for an Amount Not to Exceed \$34,947

PRESENTER: Teri Downing

STAFF REPORT:

The City of Beloit received \$655,750 in Neighborhood Stabilization Program 3 (NSP3) funds to redevelop abandoned and foreclosed houses in Census Tract 16. This involves either the purchase, rehabilitation, and resale of the houses or the demolition if the structures are blighted. Census Tract 16 is bound by Shirland Avenue, Fifth Street, Portland Avenue, and McKinley Avenue.

This program provides funds to cities to purchase foreclosed and/or abandoned properties that are less likely to be purchased by an investor or potential owner-occupant due to the expense involved to bring them back to livable conditions.

The property located at 738 Kenwood Avenue is eligible for rehabilitation under NSP 3. Staff toured the property and felt that this is a house that we should pursue for this program.

- An appraisal of 738 Kenwood concluded that the market value is \$35,300.
- NSP3 regulations limit the maximum purchase price to 1% below the appraised value, which would be \$34,947 for this property.
- This home is located in census tract 16 which is a focus area of the Neighborhood Stabilization Program.
- Rehabilitation costs are not available at this time. If preliminary estimates for rehabilitation exceed \$80,000 (beyond lead-abatement costs), we will not move forward with an offer.
- After rehabilitation this property will be sold to a low/moderate income household.

STAFF RECOMMENDATION:

Staff recommends approving Resolution 2012-28, Authorizing the Purchase of 738 Kenwood Avenue for an amount not to exceed \$34,947.

ATTACHMENTS:

Resolution and Photo

RESOLUTION 2012-28

**AUTHORIZING THE COMMUNITY DEVELOPMENT AUTHORITY
TO ACQUIRE 738 KENWOOD AVENUE**

WHEREAS, the City of Beloit has received \$655,750 for the Neighborhood Stabilization Program 3 (NSP3) from the Wisconsin Department of Commerce under Title III of Division B of the Housing and Economic Recovery Act (HERA), 2008 for emergency assistance for redevelopment of abandoned and foreclosed homes and residential properties; and

WHEREAS, the City Council has established a strategic goal to promote quality housing in all neighborhoods; and

WHEREAS, the City Council passed a resolution designating the Community Development Authority as the oversight agency for Beloit's Neighborhood Stabilization Program3 (NSP3); and

WHEREAS, 738 Kenwood Avenue is a property eligible for the NSP3 program, and is considered to be a good fit for this program.

NOW THEREFORE BE IT RESOLVED THAT the Community Development Authority does hereby authorize the purchase of 738 Kenwood Avenue for an amount not to exceed \$34,947.

Adopted this 4th day of June, 2012.

Community Development Authority

Thomas M. Johnson, Chairperson

ATTEST:

Julie Christensen
Executive Director

