



**AGENDA
BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, August 20, 2012**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
4. PUBLIC HEARINGS
 - a. Public Hearing and proposed Ordinance amending the City of Beloit **Comprehensive Plan** for 220 and 250 Garden Lane (Christensen) First reading
Plan Commission recommendation for approval 6-0
5. CITIZENS' PARTICIPATION
6. CONSENT AGENDA

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

 - a. Approval of the **Minutes** of the Regular Meeting of August 6, 2012 (Houseman)
 - b. Application for a **“Class A” Liquor License** (requested addition to an existing Class “A” Beer License) for Rollette Oil Co. Inc., located at 1451 Madison Road, Paul R. Simon, Agent (Houseman) Refer to ABLCC
7. ORDINANCES
 - a. Proposed Ordinance to Create Section 7.25(9) of the Code of General Ordinance of the City of Beloit pertaining to **Carbon Monoxide Detectors** (Casper) First reading, suspend rules for second reading
8. APPOINTMENTS – none
9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS
10. CITY MANAGER'S PRESENTATION
 - a. Presentation on Infiltration and Inflow into the **Sanitary Sewers** (Mathos)
11. REPORTS FROM BOARDS AND CITY OFFICERS
 - a. Resolution authorizing the City of Beloit to partner with the City of Janesville and Rock County through a **Regional Memorandum of Understanding** to purchase a Rescue Vehicle for the Purposes of Law Enforcement, amending the 2012 Budget and Appropriating Funds necessary for Procurement of the Equipment (Jacobs/Tyler)

- b. Resolution approving **Joint Agreement with School District of Beloit** for Truancy Intervention Coordinator (Casper)
- c. Resolution approving Commercial **Offer to Purchase** for property at 232 Shirland Avenue (Arft/Casper)
- d. Resolution supporting the **Construction of Inman Parkway Extension** Alternative for the CTH G Connector (Arft/Flesch)
- e. Resolution awarding **Classification and Compensation Study** and Pay Plan Development Contract (York)
- f. Resolution authorizing an **Agreement** with Beloit College for the Operation of the City's Public, Educational and Governmental Cable Television Access Channel and Studio (York)

12. ADJOURNMENT

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

Dated: August 15, 2012
Rebecca S. Houseman
City of Beloit City Clerk
<http://www.ci.beloit.wi.us>

You can watch this meeting live on Charter PEG channel 98 or digital channel 992. Meetings are rebroadcast during the week of the Council meeting on Tuesday at 1:00 p.m., Thursday at 8:30 a.m. and Friday at 1:00 p.m.

ORDINANCE NO. _____

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

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

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

The future land use category of the following described land is hereby changed from Single-Family Residential - Urban to Community Commercial:

LOT 3 OF A CERTIFIED SURVEY MAP AS RECORDED IN VOLUME 12 ON PAGES 552-554 OF THE CERTIFIED SURVEY MAPS OF ROCK COUNTY, LOCATED IN THE CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN (ALSO KNOWN AS 220 GARDEN LANE, PARCEL NUMBER 13530020).

The future land use category of the following described land is hereby changed from Office to Community Commercial:

THE 36 FT OF TH S 1/2 OF L 105, THE E 36 FT OF THE N 1/2 OF L 105, THE S 1/2 LOT 106, ALL OF L 107, THE N 32 FT L 108, ALL IN HACKETTS ADD, ALSO, PART OF L 232 HACKETTS ALT, PART OF L 259 AS RECORDED V 191 PG 253, ALSO OUTLOT A OF A CERTIFIED SURVEY MAP AS RECORDED IN VOLUME 12 ON PAGES 552-554 OF THE CERTIFIED SURVEY MAPS OF ROCK COUNTY, ALL SITUATED IN THE CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN (ALSO KNOWN AS 250 GARDEN LANE, PARCEL NUMBER 13530040).

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

Adopted this _____ day of _____, 2012.

City Council of the City of Beloit

Charles M. Haynes, Council President

Attest:

Rebecca S. Houseman, City Clerk

Published this _____ day of _____, 2012.

Effective this _____ day of _____, 2012.

01-611100-5231-_____

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Comprehensive Plan Amendments

Date: August 20, 2012

Presenter(s): Julie Christensen

Department(s): Community Development

Overview/Background Information:

Kelly Clobes, on behalf of Jagger Bay Properties, LLC, has submitted an application requesting two amendments to the Future Land Use Map (Map 10) of the City's Comprehensive Plan. The history of the City's Comprehensive Plan, along with information on Wisconsin's Comprehensive Planning law, can be found in the attached Staff Report to the Plan Commission.

Key Issues (maximum of 5):

- The applicant is requesting the following amendments to the Future Land Use Map (Map 10) of the City's Comprehensive Plan:
 - 220 Garden Lane – From Single-Family Residential - Urban to Community Commercial.
 - 250 Garden Lane – From Office to Community Commercial.

- The following table describes the status of the subject properties:

Property	Current Land Use	Zoning Class	Future Land Use	Proposed Future Land Use
220 Garden Lane	Parking Lot	PLI, Public	Single-Family Res.	Community Commercial
250 Garden Lane	Personal Service Retail	C-1, Office	Office	Community Commercial

- The properties that are the subject of this request are the former Rock County Courthouse property and the adjacent parking lot. The applicant is in the process of rehabilitating the former courthouse building into a mixed use building consisting of retail sales & service uses. The attached Staff Report to the Plan Commission includes detailed information regarding the land use steps involved in this rehabilitation.
- On April 16, 2012, the City Council approved the rezoning of the former courthouse property (250 Garden Lane) from PLI, Public Lands & Institutions District, to C-1, Office District. This rezoning allowed the applicant to engage in or lease space to businesses that operate *Personal Service-Oriented Retail Sales & Service* uses (e.g. restaurants, hair salons, tailor shops, etc.). If the requested amendments are denied, the courthouse property would remain zoned C-1 and the applicant would be limited to *Personal Service-Oriented Retail Sales & Service* uses. However, if the requested amendments are approved, the applicant would be able to rezone the subject properties to C-3, Community Commercial, which would allow the applicant to engage in or lease space to businesses that operate *Entertainment-Oriented Retail Sales & Service* uses (e.g. reception halls, dance clubs, theaters, etc.).
- The Plan Commission held a public hearing to consider the requested amendments on July 18, 2012 and voted unanimously to adopt the attached Resolution, which recommends approval of the requested amendments to the Comprehensive Plan.

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 #4*.

Sustainability:

- **Reduce dependence upon fossil fuels** – The proposed amendments may reduce dependence upon fossil fuels by increasing the likelihood of retail sales & service uses in close proximity to relatively dense housing and existing transportation routes.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
- **Meet the hierarchy of present and future human needs fairly and efficiently** – N/A

Action required/Recommendation:

- City Council consideration and 1st reading of the proposed Ordinance

Fiscal Note/Budget Impact: N/A

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

**RESOLUTION
RECOMMENDING APPROVAL OF AMENDMENTS TO THE
CITY OF БЕЛОIT COMPREHENSIVE PLAN**

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

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

WHEREAS, "Amendments" are generally defined as minor changes to the Plan's maps or text; and

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

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

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

1. 220 Garden Lane (Parcel No. 13530020) – From Single-Family Residential - Urban to Community Commercial.
2. 250 Garden Lane (Parcel No. 13530040) – From Office to Community Commercial.

Adopted this 18th day of July, 2012.



Charles Ramsden, Plan Commission Chairman

ATTEST:



Julie Christensen,
Community Development Director



City of
BELOIT, Wisconsin
Division of Planning and Building Services

CITY HALL • 100 STATE STREET • BELOIT, WI 53511

Office: 608/364-6700 • Fax: 608/364-6609

www.ci.beloit.wi.us

Equal Opportunity Employer

NOTICE TO THE PUBLIC

July 19, 2012

To Whom It May Concern:

The City of Beloit Plan Commission has recommended approval of the following amendments to the Future Land Use Map (Map 10) of the City of Beloit Comprehensive Plan:

1. 220 Garden Lane – From Single-Family Residential - Urban to Community Commercial.
2. 250 Garden Lane – From Office to Community Commercial.

Information regarding the location, zoning, and land use of these properties is available for public review in the Planning & Building Services Division on the third floor of City Hall, 100 State Street.

The Plan Commission's recommendation will be reviewed by the City Council, which will hold the following public hearing regarding the proposed amendments:

City Council (Public Hearing): Monday, August 20, 2012, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

THE PUBLIC IS INVITED TO ATTEND THIS HEARING.

We are interested in your opinion.

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

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

RPB-2012-03, Comprehensive Plan Amendments



CITY OF BELOIT

REPORT TO THE BELOIT CITY PLAN COMMISSION

Meeting Date: July 18, 2012

Agenda Item: 3

File Number: RPB-2012-03

Request Overview/Background Information:

Kelly Clobes, on behalf of Jagger Bay Properties, LLC, has submitted an application requesting two amendments to the Future Land Use Map (Map 10) of the City's Comprehensive Plan.

Wisconsin's Comprehensive Planning Law, §66.1001 of the Wisconsin Statutes, was signed into law in 1999. This legislation is commonly known as Wisconsin's "smart growth" law, although the law does not prescribe or require a particular type of development pattern. The Comprehensive Planning law requires all cities, towns, and villages that regulate land use through land use ordinances (e.g. zoning) to adopt a Comprehensive Plan. Comprehensive Plans are intended to guide development and redevelopment over a 20-year timeframe. The law also requires that land use decisions be consistent with the adopted plan, a requirement that became effective in 2010.

The Beloit City Council approved the City's Comprehensive Plan in March 2008 after an extensive public participation program. All land use decisions made by the City of Beloit, including any actions regarding official mapping, local subdivision regulation, and zoning regulations, must be consistent with the plan. The Beloit City Council established a process for amendments (minor changes) to the Comprehensive Plan on February 1, 2010. The City Council approved several amendments requested by Planning staff and a property owner on April 5, 2010. The state law requires that the Plan be updated at least once every ten years. As opposed to an amendment, an update is often a substantial re-write of the entire document and maps.

This public meeting of the Plan Commission serves as the second step in the process to amend the Comprehensive Plan. If the Plan Commission votes to recommend approval of the proposed amendments, the attached Resolution will be forwarded to the City Council for consideration during the regularly scheduled meeting on August 20, 2012.

Key Issues:

- The applicant is requesting the following amendments to the Future Land Use Map (Map 10) of the City's Comprehensive Plan:
 - 220 Garden Lane – From Single-Family Residential - Urban to Community Commercial.
 - 250 Garden Lane – From Office to Community Commercial.
- The following table describes the status of the subject properties:

Property	Current Land Use	Zoning Class	Future Land Use	Proposed Future Land Use
220 Garden Lane	Parking Lot	PLI, Public	Single-Family Res.	Community Commercial
250 Garden Lane	Personal Service Retail	C-1, Office	Office	Community Commercial

- The properties that are the subject of this request are the former Rock County Courthouse property and the adjacent parking lot. The applicant is in the process of rehabilitating the former courthouse building into a mixed use building consisting of retail sales & service uses.
- When Planning staff met with the applicant to discuss this proposal, Planning staff notified the applicant that the properties would have to be rezoned, since the zoning classification at the time (PLI, Public Lands & Institutions District) did not allow commercial uses. Essentially, the applicant's proposed uses require a C-3, Community Commercial zoning district classification. However, the Comprehensive Plan recommends Office and Single-Family Residential – Urban uses for the subject properties. Therefore, due to the consistency requirement discussed above, the properties may not be rezoned to C-3 without first amending the Comprehensive Plan. Planning staff gave the applicant the option of rezoning the courthouse parcel to C-1, Office District as a first step, since a limited number of commercial uses are permitted in the C-1 district.
- On April 16, 2012, the City Council approved the rezoning of the former courthouse property (250 Garden Lane) from PLI, Public Lands & Institutions District, to C-1, Office District. This rezoning allowed the applicant to engage in or lease space to businesses that operate *Personal Service-Oriented Retail Sales & Service* uses (e.g. restaurants, hair salons, tailor shops, etc.).
- However, as mentioned above, the applicant ultimately wants the flexibility to engage in or lease space to businesses that operate *Entertainment-Oriented Retail Sales & Service* uses (e.g. reception halls, dance clubs, theaters, etc.). These uses are prohibited in the C-1 district but permitted by right in the C-3 district. Because the current zoning classification (C-1) is already consistent with the Comprehensive Plan, the applicant has requested a Comprehensive Plan amendment that, if approved, would allow them to rezone the properties to C-3 in the future.

- It should be noted that there is an intermediate commercial category known as Neighborhood Commercial, which has a corresponding zoning classification of C-2. *Entertainment-Oriented Retail Sales & Service* uses are conditional uses in the C-2 district, which means that a Conditional Use Permit must be reviewed and approved by the Plan Commission and City Council before the uses may commence. Planning staff advised the applicant of their right to request a future land use recommendation of Neighborhood Commercial during meetings to discuss this project.
- If the Plan Commission determines that Community Commercial uses would be too intense for the subject properties, an alternative is to recommend Neighborhood Commercial uses. If this occurred, the applicant would need to rezone the subject properties to C-2 and obtain a Conditional Use Permit before commencing *Entertainment-Oriented Retail Sales & Service* uses.
- The subject properties are surrounded by a variety of uses, including a park, day care facility, a large apartment building, churches, and an office building. Between the long-vacant subject properties and the vacant Kerry production facility nearby, the area would benefit from some vitality.
- Planning staff supports the applicant's efforts to reuse and revitalize these long-vacant properties, and the Community Commercial classification will give the applicant the most flexibility. Planning staff recognizes that there will be some neighborhood concerns about the potential uses such as entertainment venues, but there are other tools available (i.e. liquor licenses) that can and will be scrutinized by the City Council in order to maintain neighborhood compatibility.
- The applicant's proposed mixed use retail building will increase the availability of goods, services, and employment opportunities in this neighborhood.

Consistency with Comprehensive Plan and Strategic Plan:

- The City's compliance with the Comprehensive Planning law's consistency requirement is the impetus for this request.
- Consideration of this request supports Strategic Goal #4.

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 proposed amendments may reduce dependence upon fossil fuels by increasing the likelihood of retail sales & service uses in close proximity to relatively dense housing and existing transportation routes.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – N/A
- **Meet the hierarchy of present and future human needs fairly and efficiently** – N/A

Staff Recommendation:

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

1. 220 Garden Lane – From Single-Family Residential - Urban to Community Commercial.
2. 250 Garden Lane – From Office to Community Commercial.

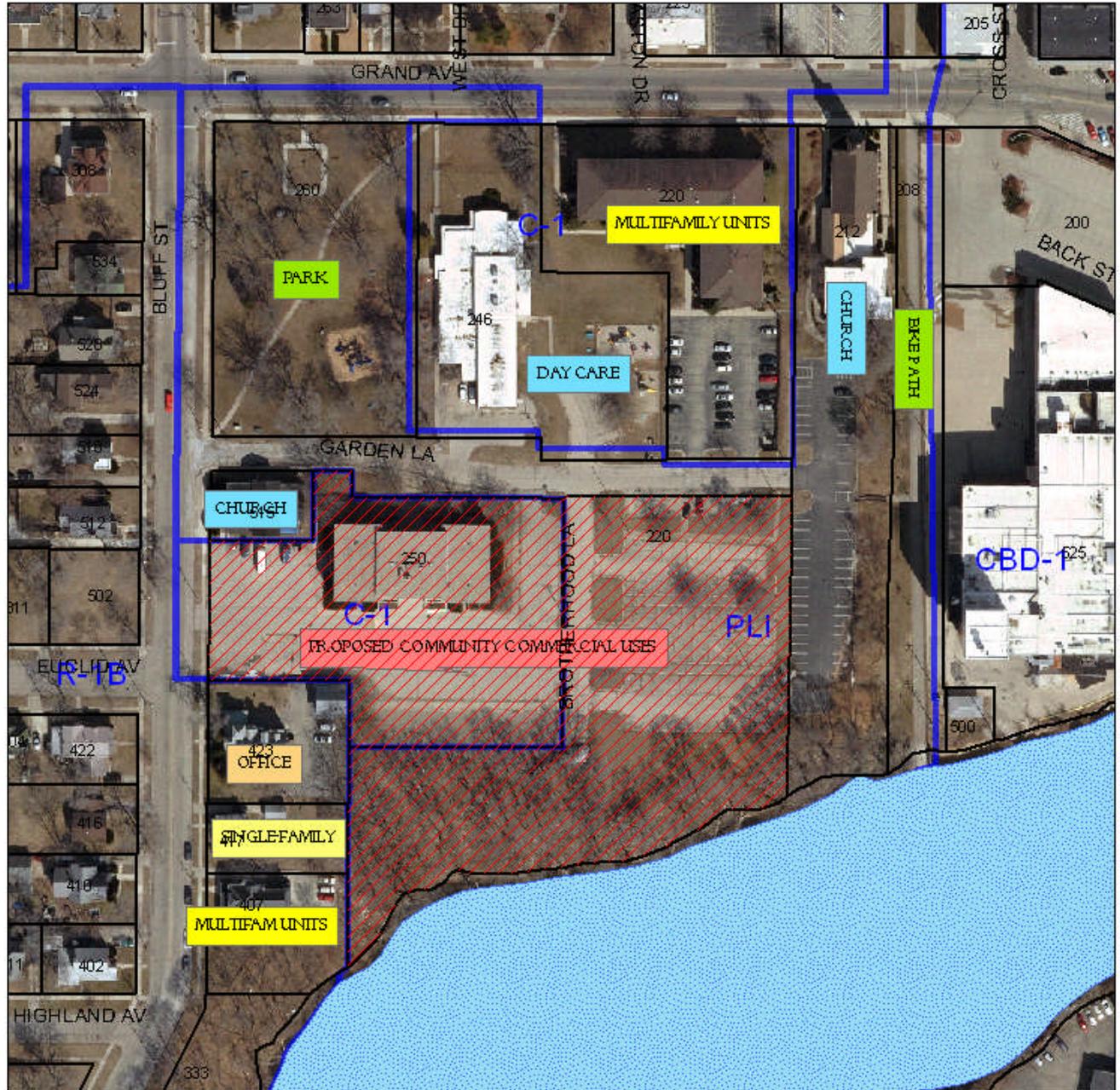
Fiscal Note/Budget Impact: N/A

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

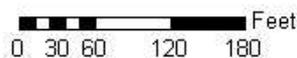
Location, Land Use, & Zoning Map

220 & 250 Garden Lane

RPB-2012-03



1 inch = 135 feet



Legend

- COB Parcels
- Zoning District

Map prepared by: Drew Pennington

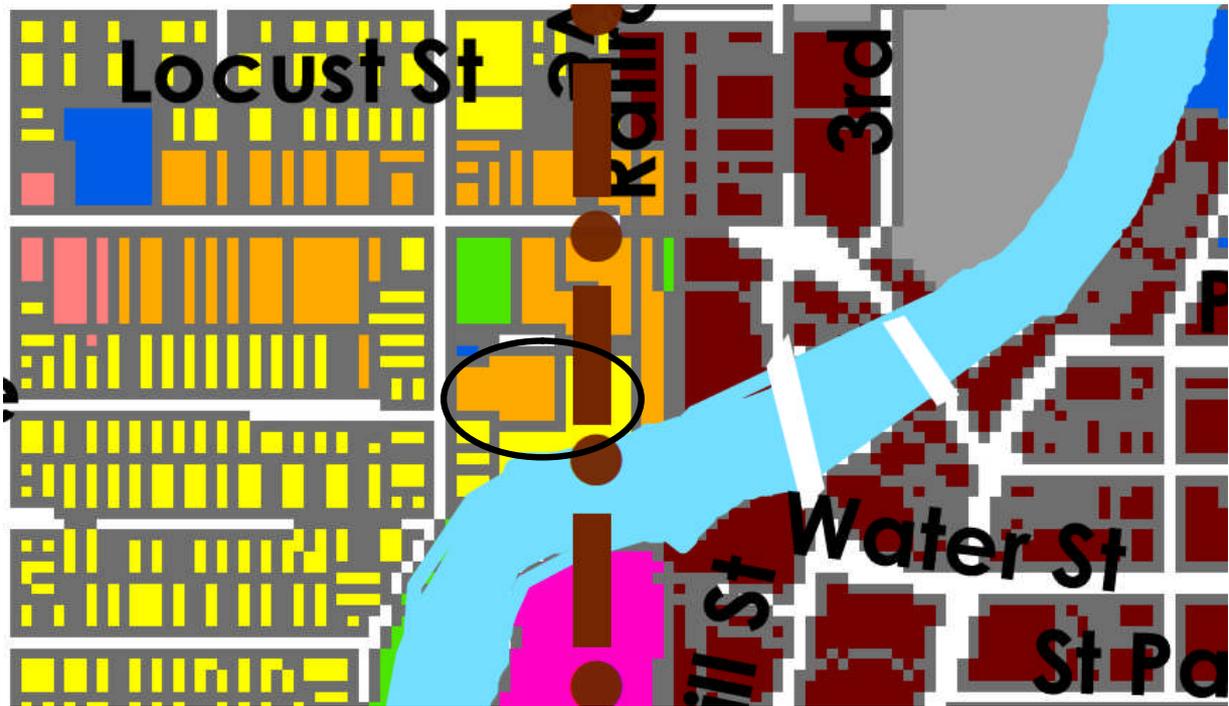
Date: July 2012

For: City of Beloit Planning & Building Services

Date of Aerial Photography: March 2011

PLANNING & BUILDING SERVICES DIVISION

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



Legend

- Municipal Boundaries
- City of Beloit/Town of Turtle Boundary Adjustment Area
- Interstate Highways
- County Highways
- Existing Roads
- Potential Future Major Collector/Arterial Roads
- Railroads
- Surface Water

Future Land Use Categories

- Agricultural
- Single Family Residential - Exurban
- Single Family Residential - Urban
- Two-family/Townhouse Residential
- Mixed Residential
- Planned Neighborhood*
- Office
- Planned Mixed Use
- Neighborhood Commercial
- Community Commercial
- Downtown
- Business Park
- General Industrial
- Institutional & Community Services
- Environmental Corridor
- Parks and Open Spaces
- Long Range Urban Growth Area
- Right-of-Way

**Planned Neighborhood* should include a mix of the following:
 1. Single Family - Urban (predominant land use)
 2. Two-family/Townhouse
 3. Mixed Residential
 4. Institutional and Community Services
 5. Office
 6. Neighborhood Commercial
 7. Parks and Open Space

0 0.25 0.5 1 Miles

Date: March 17, 2008
 Source: City of Beloit, Rock County

City of Beloit
 Comprehensive Plan

Map 10:
 Future Land Use



South Facade



Parking Lot (Facing East)



Adjacent Uses (North)



NOTICE TO THE PUBLIC

June 28, 2012

To Whom It May Concern:

Kelly Clobes, on behalf of Jagger Bay Properties, LLC, has submitted an application requesting the following amendments to the Future Land Use Map (Map 10) of the City of Beloit Comprehensive Plan:

1. 220 Garden Lane – From Single-Family Residential - Urban to Community Commercial.
2. 250 Garden Lane – From Office to Community Commercial.

Information regarding the location, zoning, and land use of these properties is available for public review in the Planning & Building Services Division on the third floor of City Hall, 100 State Street.

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

City Plan Commission: Wednesday, July 18, 2012, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

City Council (Public Hearing): Monday, August 20, 2012, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

THE PUBLIC IS INVITED TO ATTEND THESE MEETINGS.

We are interested in your opinion.

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

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

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

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

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

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

Frank Management Inc.
2501 Morse Street
Janesville, WI 53545

Paul Benjamin
Rock County Planning, Economic &
Community Development Agency
Rock County Courthouse, Room 266
51 South Main Street,
Janesville, WI 53545

Dr. Pamela Kiefert, Superintendent
Clinton Community School District
112 Milwaukee Road
Clinton, WI 53525

Brad Austin
Corporate Contractors Inc.
655 3rd Street, Suite 300
Beloit, WI 53511

Janelle Marotz
School District of Beloit
1633 Keeler Avenue
Beloit, WI 53511

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

Kristi Howe
Beloit Public Library
605 Eclipse Boulevard
Beloit, WI 53511



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
Monday, August 6, 2012

Presiding: Charles M. Haynes
Present: Sheila De Forest, Chuck Kincaid, Kevin D. Leavy, David F. Luebke, and James E. Van De Bogart
Absent: Mark Spreitzer

1. The meeting was called 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. Fire Chief Brad Liggett presented Citizens **Lifesaving Awards** and plaques to Johnathan Willis, Kathy Pohl, and Brianne Meris for an incident on June 29, 2012 at Woodman's Grocery Store when these three individuals saved the life of Charles Currier by performing chest compressions before emergency services arrived.
4. PUBLIC HEARINGS – none
5. CITIZENS' PARTICIPATION
 - a. Tari Rudolph, 2114 Liberty Avenue, requested that the Plan Commission be provided with the letter from the supporters of the backyard chicken ordinance, and she volunteered her services and time to transport chickens when needed.
6. CONSENT AGENDA

Councilor Leavy made a motion to adopt the Consent Agenda, which consists of items 6.a. through 6.d. Councilor Luebke seconded, and the motion carried that the Consent Agenda be accepted, approved, adopted, or referred and acted upon as required by state and local codes by a vote of 6-0.

 - a. The **Minutes** of the Special and Regular Meetings of July 16, 2012 were approved.
 - b. The proposed Ordinance relating to the keeping and licensing of **Backyard Chickens** in the City of Beloit was referred to the Plan Commission. File 8562
 - c. The resolution awarding Public Works Contract C12-20, **McKinley Avenue Reconstruction**, was adopted. File 8563
 - d. The resolution authorizing **Final Payment** of Public Works Contract C10-02, Horace White Park Improvements Phase 1, was adopted. File 8460
7. ORDINANCES – none
8. APPOINTMENTS – none
9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS
 - a. Councilor Van De Bogart said that he participated in the Beloit and Beyond Bike Ride on August 4th and that the ride was well-organized and well-run.
 - b. Councilor De Forest said that she is looking forward to attending many block parties during the National Night Out celebration on August 7th, and she thanked all of the neighborhoods who are hosting events.

- c. Councilor Luebke said that he attended the Street Dance on August 3rd and was impressed by the number of alumni who have class reunions at the event. He also said that he attended the Gantry dedication on August 4th.
- d. Councilor Kincaid said that he had a good time cycling one of the shorter Beloit and Beyond bike routes.
- e. Councilor Leavy said that he is looking forward to visiting residents at National Night Out. He said that he attended the Street Dance and that people coming back from out of town were amazed at the great things going on in Beloit. He congratulated Shauna El-Amin and her staff at the Downtown Beloit Association for a great event.

10. CITY MANAGER'S PRESENTATION – none

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Community Development Director Julie Christensen introduced a resolution approving an **Obstruction Easement** to allow a sign in the public right of way abutting the property located at 2460 Milwaukee Road. It was noted that the Plan Commission recommended denial 5-0-1. Ms. Christensen indicated that staff made a mistake in allowing this agenda item to move forward. She explained that the Milwaukee Road right-of-way is also a state trunk highway, and, as such, the City Council cannot approve an obstruction easement. She said that she has discussed this issue with the applicant and that they are working together to find a location for a sign that meets the requirements of the Sign Code. City Attorney Tom Casper indicated that the State prohibits signage in state rights-of-way and that the Council may not take action on this item. File 8107
 - b. Attorney Casper presented a resolution approving **Lease Extension Agreement** at 80 & 100 East Grand Avenue, Beloit, Wisconsin. He indicated that the applicant requested to expand the area of the lease by 1,500 square feet and extend the length of the lease to April 2014 with 2 options for additional 1-year extensions. Councilor Van De Bogart made a motion to adopt, and Councilor Luebke seconded. The motion carried 6-0. File 8492
12. At 7:17 p.m., Councilor Leavy made a motion to adjourn the meeting, and Councilor De Forest seconded. The motion carried 6-0.

Rebecca S. Houseman, City Clerk

www.ci.beloit.wi.us

Date approved by Council:

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 07012012 20 12 ;
ending 0630 20 13

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

County of _____ Aldermanic Dist. No. _____ (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number: <u>00000 92 088 -03</u>	
Federal Employer Identification Number (FEIN): <u>39-0944919</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<u>250</u> Publication fee	\$ <u>50.00</u> <i>Rd 8-3-12</i>
TOTAL FEE	\$ <u>50.00</u>

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): ROLLETTE OIL CO INC

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>PRESIDENT KELLY ANN MURPHY-SIMON</u>	<u>911 SUFFOLK DR</u>	<u>JANESVILLE, WI 53546</u>
Vice President/Member	<u>V-P PAUL RUSSELL SIMON</u>	<u>911 SUFFOLK DR</u>	<u>JANESVILLE, WI 53546</u>
Secretary/Member			
Treasurer/Member			
Agent			
Directors/Managers	<u>KELLY MURPHY-SIMON - PAUL RUSSELL SIMON</u>		

3. Trade Name ROLLETTE OIL CO #1 Business Phone Number _____
4. Address of Premises 1451 MADISON RD Post Office & Zip Code BELOIT, WI 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 8-5-58 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 of 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.)

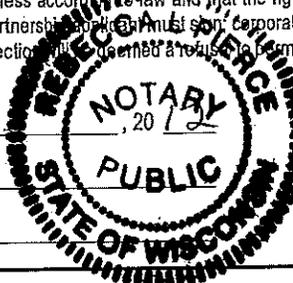
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
10. Legal description (omit if street address is given above): 1451 MADISON RD
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? ROLLETTE OIL CO INC
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 a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [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, and each officer, director, stockholder, partner, 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 considered a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 1st day of August

[Signature]
(Clerk/Notary Public)



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

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

My commission expires 8-10-15 (Additional Partner(s)/Member/Manager of Limited Liability Company If Any)

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk <u>8-3-12</u>	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)	(first name)	(middle name)
SIMON		PAUL	RUSSELL	
Home Address (street/route)	Post Office	City	State	Zip Code
911 SUFFOLK DR		JANESVILLE	WI	53546
Home Phone Number	Age	Date of Birth	Place of Birth	
608-755-1659			KAUKAUNA 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 ROLLETTE OIL CO 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? 53 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. We sell liquor @ our Stoppage Rd. Store
(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 <u>Rollette Oil Co</u>	Employer's Address <u>2104 BEDOTT AVE</u>	Employed From <u>01-01-86</u>	To <u>7-16-95</u>
Employer's Name <u>U.S. Oil Co.</u>	Employer's Address <u>COMBINED LOCKS WI</u>	Employed From <u>5-23-82</u>	To <u>01-02-86</u>

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 15th day of August, 2005

Rebecca L Pierce
(Clerk/Notary Public)



Paul R Simon
(Signature of Named Individual)

My commission expires 5/10/05



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
 City

The undersigned duly authorized officer(s)/members/managers of ROLLETTE OIL CO INC
(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 ROLLETTE OIL CO #1
(trade name)

located at 1451 MADISON RD BELOIT WI 53511

appoints PAUL R SIMON
(name of appointed agent)

911 SUFFOLK DR JANESVILLE WI 53546
(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? 53 years

Place of residence last year 911 SUFFOLK DR JANESVILLE WI 53546

For: ROLLETTE OIL CO
(name of corporation/organization/limited liability company)

By: Paul R Simon U.P. Guy
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, PAUL R SIMON, 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.

Paul R Simon 7-29-12 Agent's age _____
(signature of agent) (date)

911 SUFFOLK JANESVILLE WI 53546 Date of birth _____
(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 _____ by _____ Title _____
(date) (signature of proper local official) (town chair, village president, police chief)

ORDINANCE NO. _____

AN ORDINANCE TO CREATE SECTION 7.25(9) OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF БЕЛОIT PERTAINING TO CARBON MONOXIDE DETECTORS.

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

Section 1. Section 7.25(9) of the Code of General Ordinances of the City of Beloit is hereby created to read as follows:

- (9) CARBON MONOXIDE DETECTORS. Sections 101.149 and 101.647 of the Wisconsin Statutes, section COMM 321.097 and chapter COMM 328 of the Wisconsin Administrative Code, and all subsequent amendments thereto, are hereby adopted and incorporated herein by reference.

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

Adopted this 20th day of August, 2012.

BELOIT CITY COUNCIL

By: _____
Charles M. Haynes, President

ATTEST:

By: _____
Rebecca S. Houseman, City Clerk

PUBLISHED: _____

EFFECTIVE DATE: _____

01-611100-5231- _____

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: CARBON MONOXIDE DETECTORS

Date: AUGUST 20, 2012

Presenter(s): TOM CASPER

Department(s): COMMUNITY DEVELOPMENT/ATTORNEY

Overview/Background Information:

2009 Wisconsin Act 158 requires an owner of a one- or two-family dwelling to install a carbon monoxide detector in the basement of the dwelling and on each floor level except the attic, garage, or storage area of each dwelling unit. New construction with electrical service provided by a public utility will be required to have a carbon monoxide detector that is powered by the dwellings electrical wiring system. The installation requirement does not apply to the owner of the dwelling if all of the following apply; the dwelling does not have an attached garage; the dwelling does not have a fireplace; and the dwelling does not have a fuel-burning appliance.

The law further prohibits someone from tampering with a carbon monoxide detector, except in the course of inspection, maintenance, or replacement of the detector.

Key Issues (maximum of 5):

1. Code enforcement inspectors are currently inspecting for compliance with the state law during their interior inspections of rental dwelling units.
 2. The proposed ordinance provides a way of locally enforcing this state law requirement in Municipal Court for those that do not comply.
-

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

Adoption of the amended ordinance would conform to the stated purpose of goal #1 in furthering the responsible stewardship and enhancement of City resources.

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

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

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

Action required/Recommendation:

The proposed ordinance has been reviewed by staff of the affected departments and is recommended for approval.

Fiscal Note/Budget Impact:

The proposed ordinance should not obligate any additional City funds.

SUCCESSFUL COST REDUCTION INITITIVES FOR BELOIT'S WATER RESOURCES DIVISION

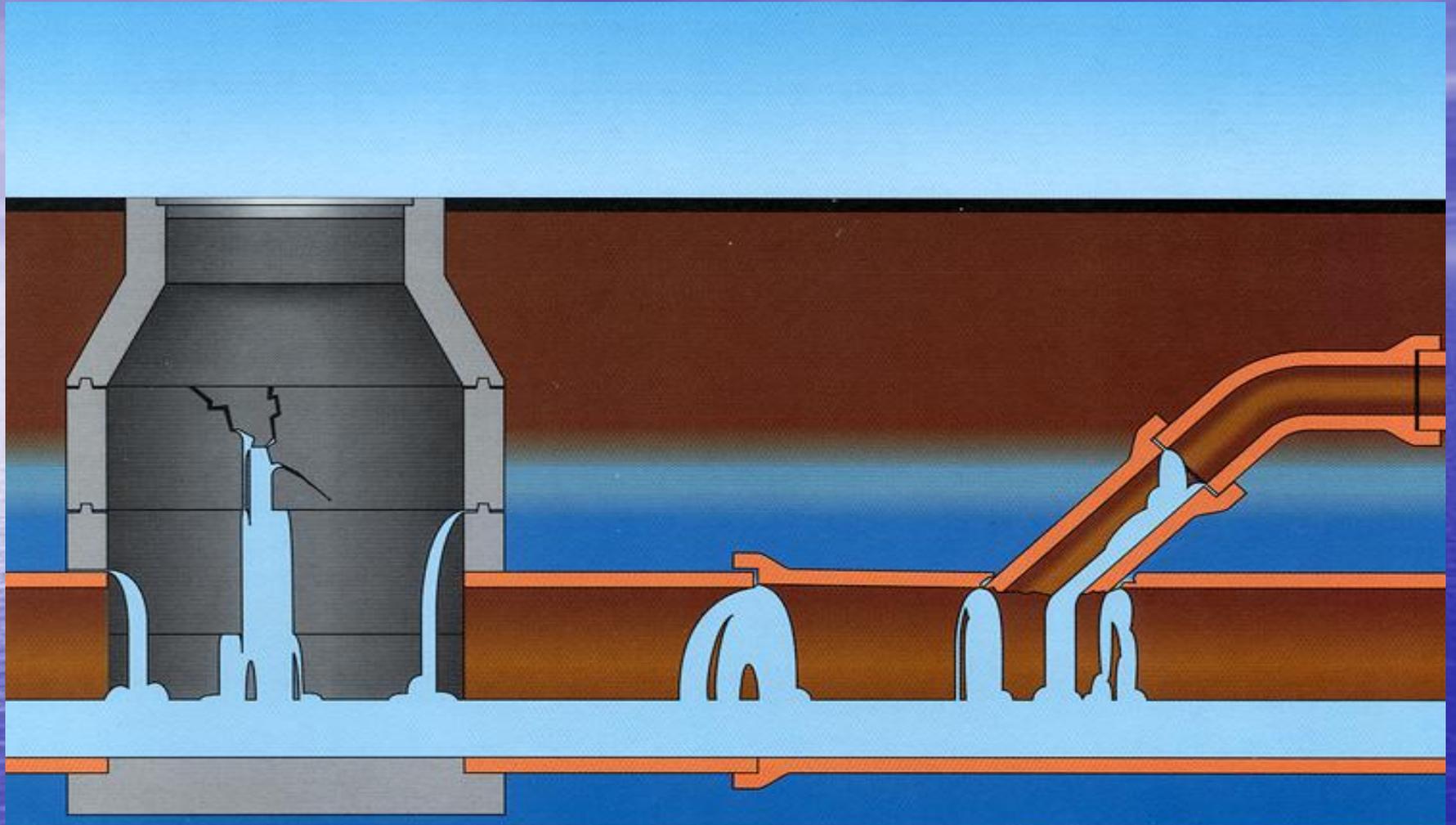
CO-AUTHOR : Steven Woodman, P.E Collection System Engineer
CO-AUTHOR: Brett Hebert Collection System Supervisor
CO-AUTHOR: Harry Mathos Director of Water Resources

***IN THE BEGINNING, NO ONE CARED ABOUT
INFILTRATION AND INFLOW (I&I)
IT HELPED FLUSH SEWERS TO THE RIVERS!!
THE SOLUTION TO POLLUTION IS DILUTION***

November 13, 1951

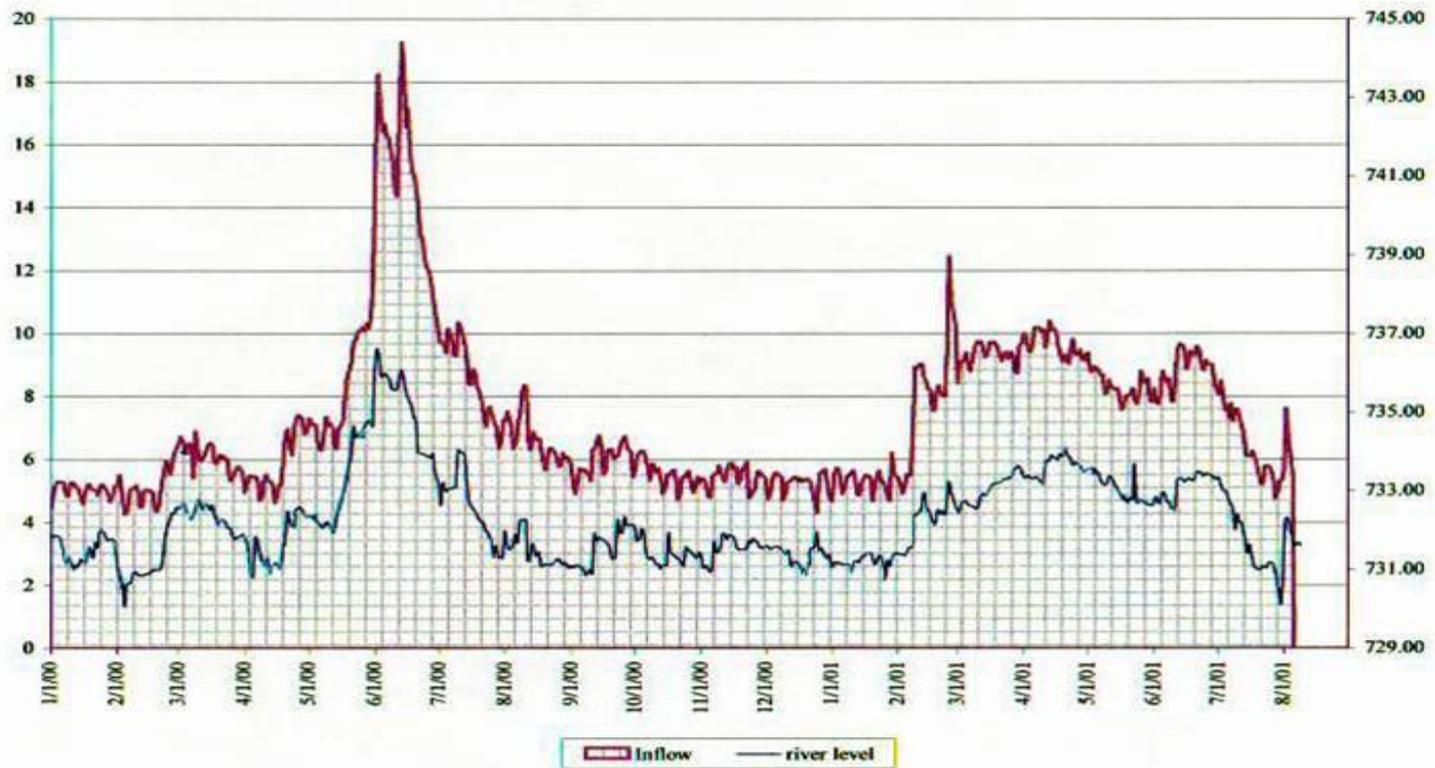
(Tuesday) - the city council has purchased about five acres of land at South Bluff Road and Guetschow Street in South Beloit for \$3,900 and plans to use the property on the west bank of Rock River as the site for the city's first sewer plant. City Manager Archie Telfer says the site is "ideal" for that purpose; only sewage from the west side will go through the planned plant; east side sewers run so full of rainwater that the material is sufficiently diluted by the time it enters the river, engineers say.





In Manholes • Joints • Cracks •
Service Lines and Connections

WPCF Flows Directly Influenced By River Levels



8/10/01



POOR PLANT PERFORMANCE AND HYDRAULIC OVERLOADING LEAD TO DNR/EPA MANDATES

MARCH 16, 1987

A state imposed ban on sewer construction and new connections has been lifted, putting Beloit back in the economic development business.....



BENEFITS OF A SUCCESSFUL I&I PROGRAM

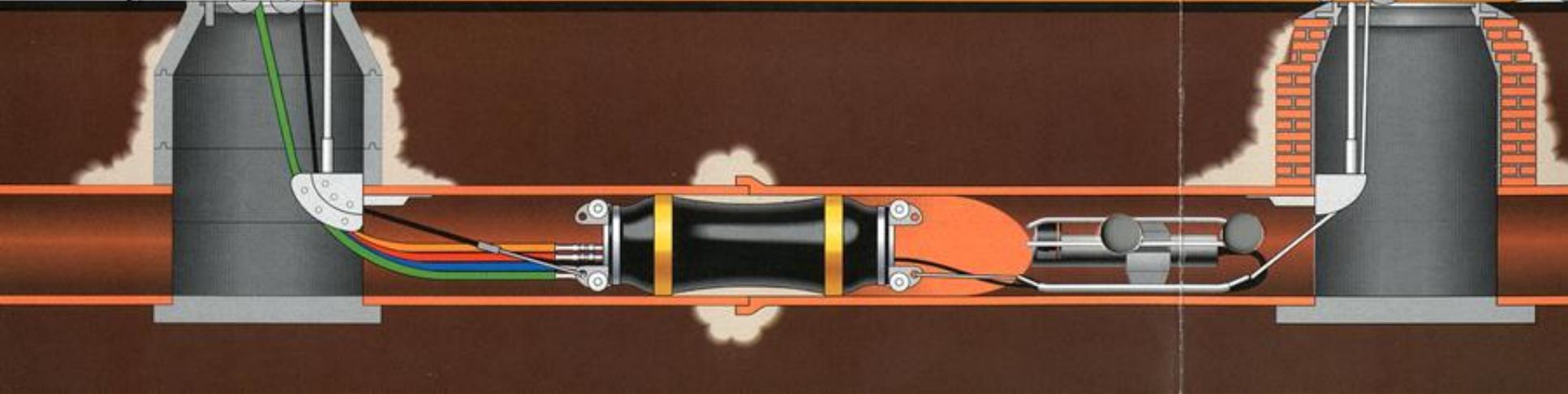
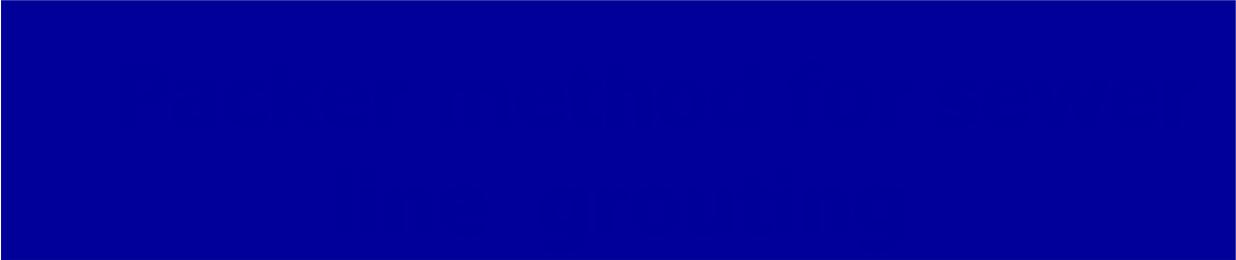
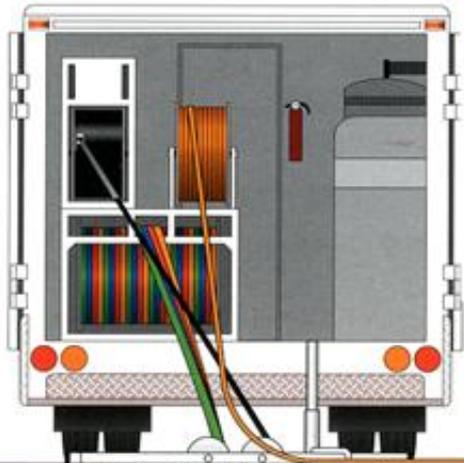
- Minimize electrical energy usage
- Minimize chemical usage
- Minimize NR 101 fees
- Minimize sanitary sewer overflows
- Minimize disposal costs for decanted solids

INFILTRATION ELIMINATION STARTED IN 2001 AND CONTINUES TODAY

- Storm and sanitary sewer televising
- Cured in place sewer lining (CIPP)
- Cement lining of defective manholes
- Sewer chemical grout sealing of manholes, leaky joints and unused services
- Bulk- heading unused sewers
- Sewer and manhole reconstruction
- Water main leak location and repairs

RECENTLY FOUND AND REMOVED CROSS CONNECTION
FOUND BY AN ALERT CREW MEMBER USING THE SEWER TV TRUCK









FOUR MAN SEWER CREW CLEANS 173 MILE SYSTEM EVERY TWO YEARS

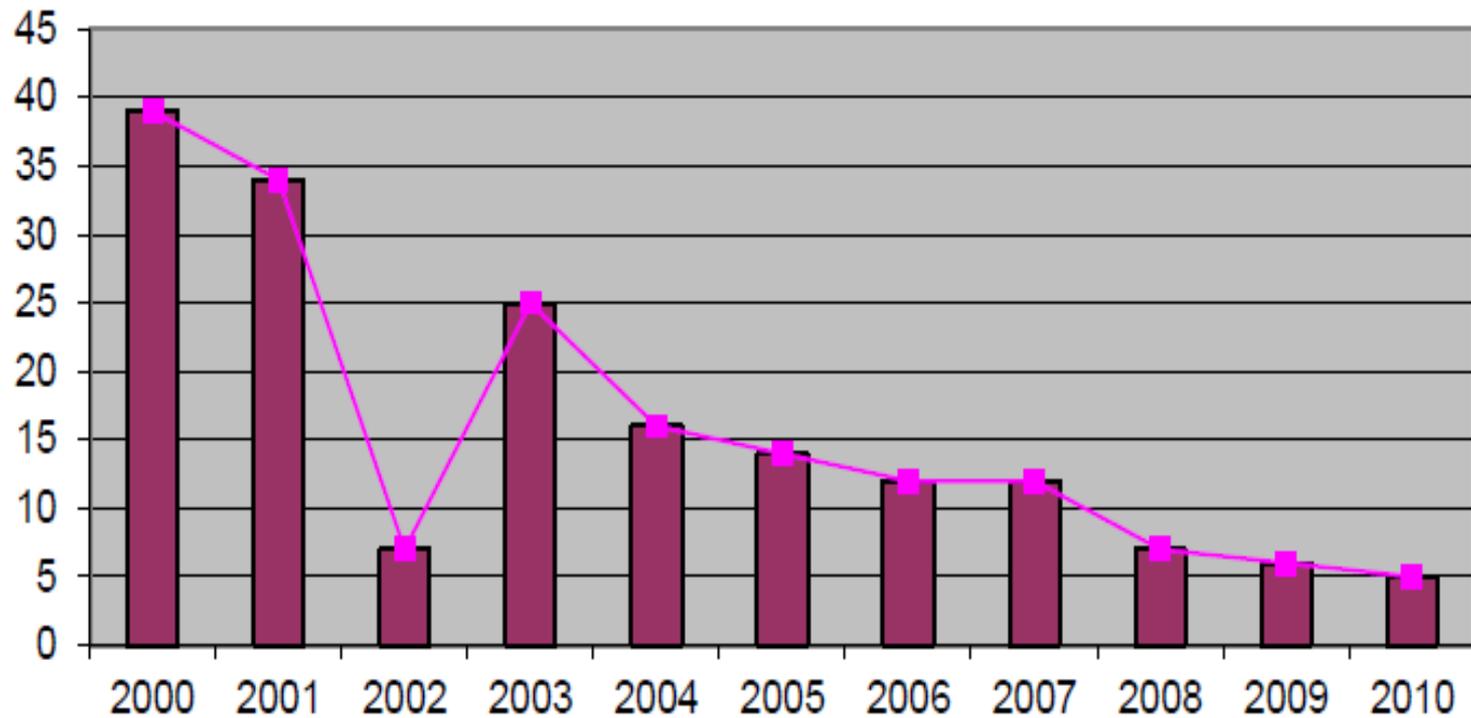


REHAB SUMMARY

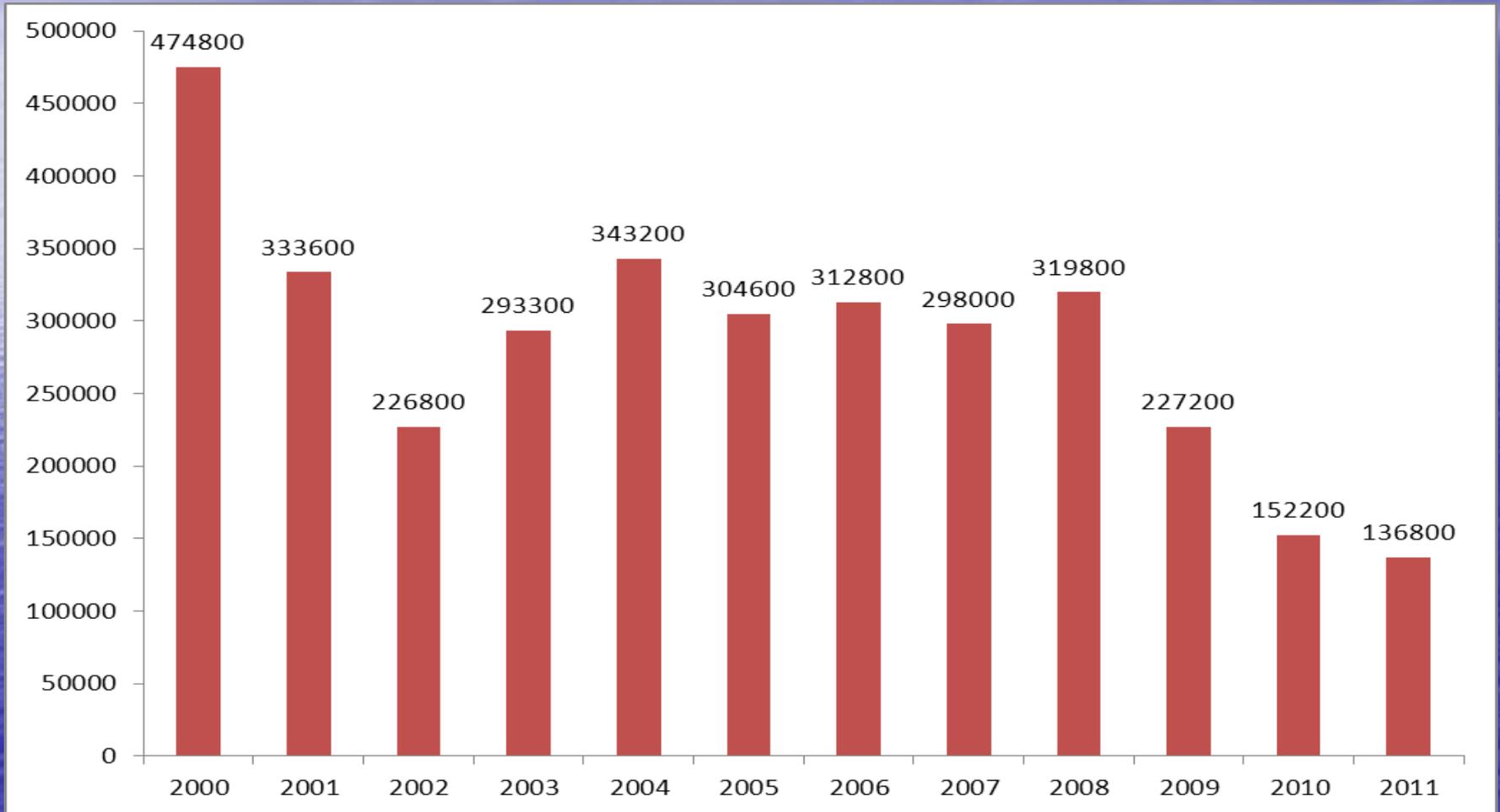
- CIPP LINED MOST SEWERS IN CBD
- ABANDONED ABOUT 51 SEWER SECTIONS
- ABANDONED 82 MANHOLES
- LINED 75 MANHOLES
- RELAYED 17 SECTIONS
- INSTALLED MANY BULKHEADS
- REPAIRED MANY WATER MAIN LEAKS

REDUCTION IN SEWER BACKUPS THAT ARE CITY ISSUES

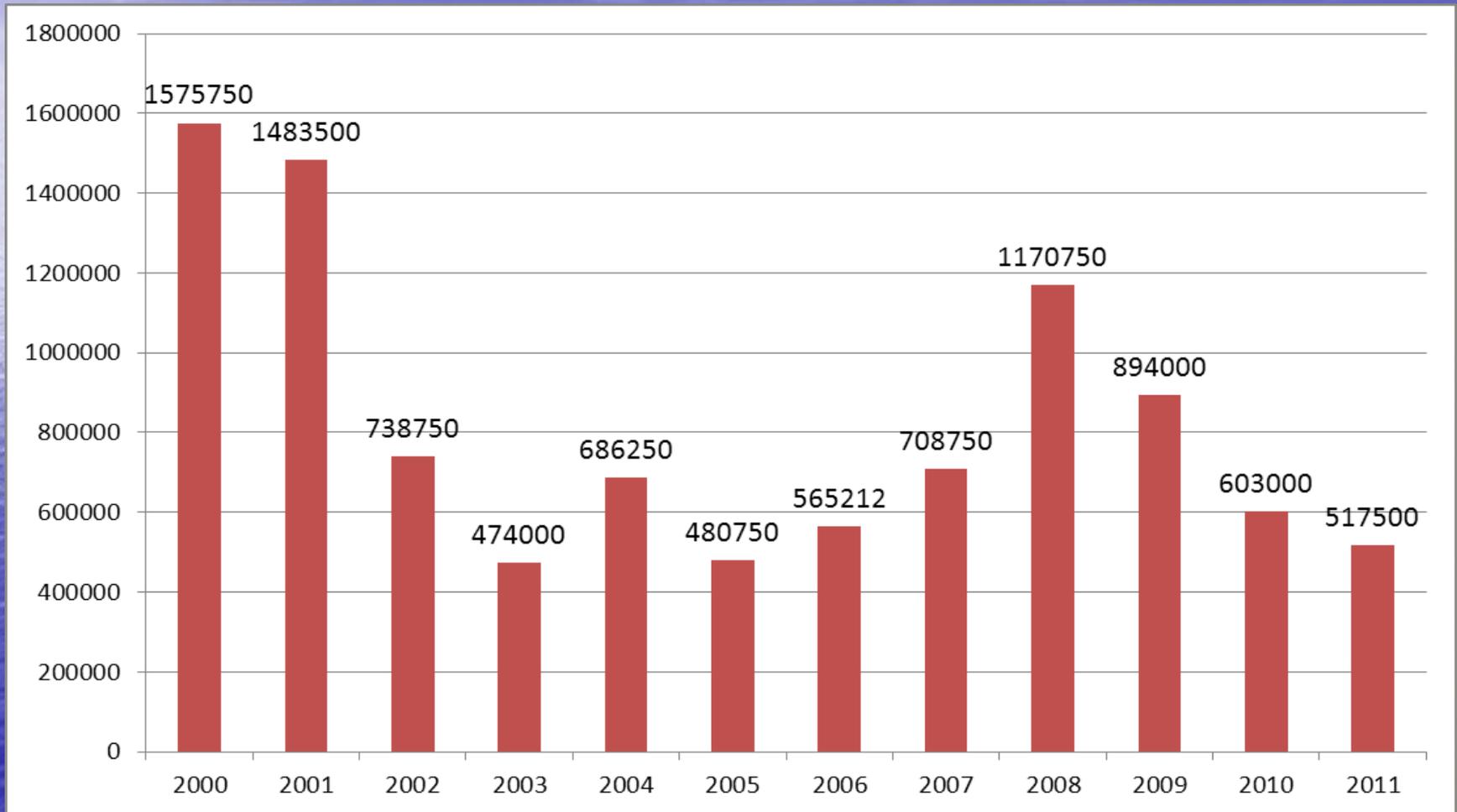
Emergency Call Outs - City Issue



North West Pumping Station Annual kW/Hour Usage



Shirland Avenue Pump Station Annual kW/Hour Usage



WPCF Flow Paced Chemical Costs

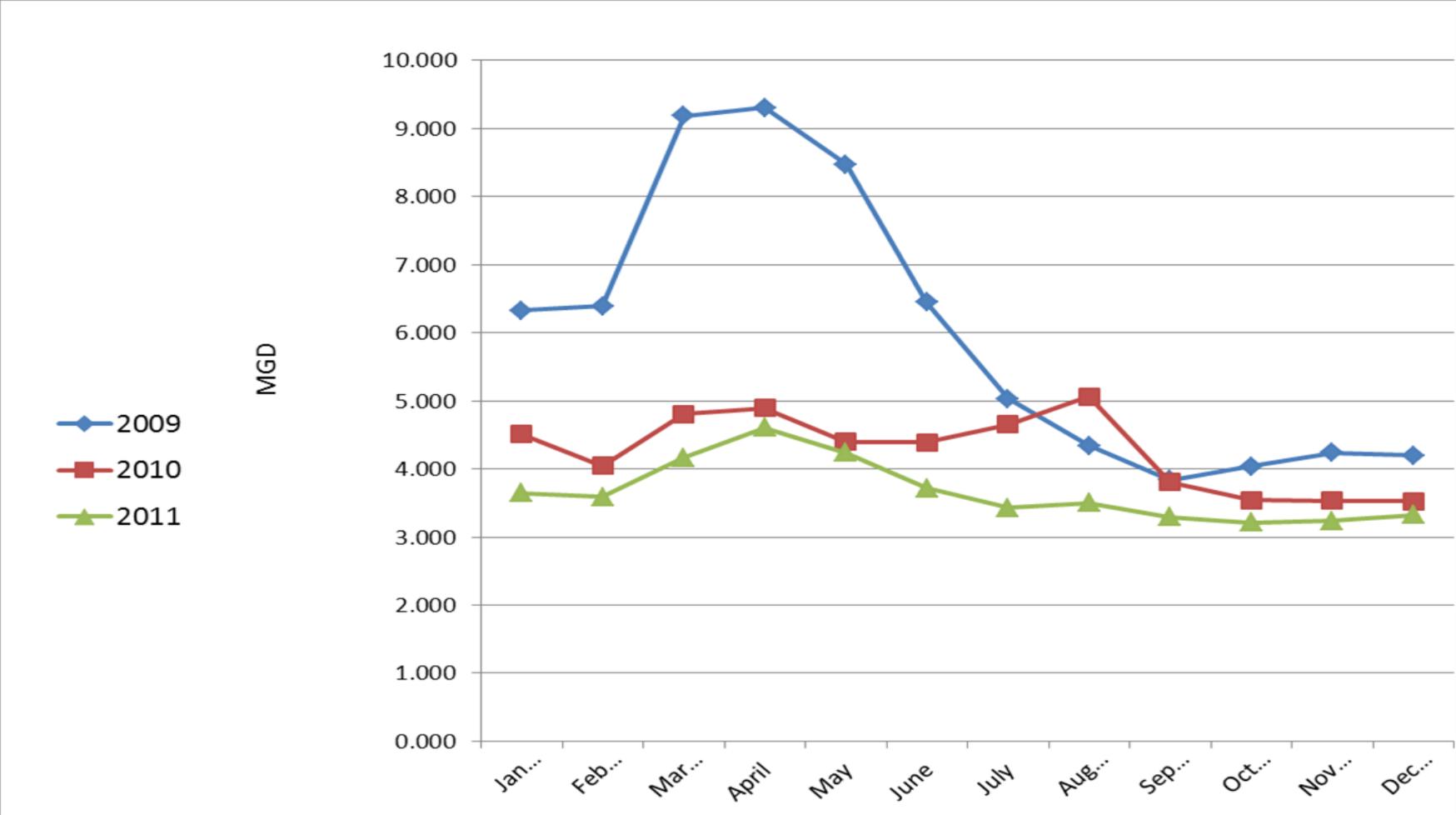


2002 = 35,800 GALLONS

2011 = 22,000 GALLONS

Ongoing CIPP Lining In High Groundwater Areas

The Point of Diminishing Returns



PHOSPHORUS ISSUE

- Total Maximum Daily Load rule is now a reality.
- Current limit is 2 parts per million.
- New rule will set “seasonal” limits from 0.20 to 0.37 parts per million. We need to meet new limit by 2018.
- WPCF averages 0.4 parts per million. Not a long way to go.
- Currently developing a map to success.

QUESTIONS ??

THANK YOU!!!

RESOLUTION AUTHORIZING THE CITY OF BELOIT TO PARTNER WITH THE CITY OF JANESVILLE AND ROCK COUNTY THROUGH A REGIONAL MEMORANDUM OF UNDERSTANDING TO PURCHASE A RESCUE VEHICLE FOR THE PURPOSES OF LAW ENFORCEMENT, AMENDING THE 2012 BUDGET AND APPROPRIATING FUNDS NECESSARY FOR PROCUREMENT OF THE EQUIPMENT

WHEREAS, the City of Beloit sees value in cooperative arrangements between regional law enforcement agencies for the purchase of substantial equipment; and

WHEREAS, the City of Beloit has non-taxpayer confiscated funds which are available for the purchase of new law enforcement equipment; and

WHEREAS, the City desires to enter into a Memorandum of Understanding (MOU) with the City of Janesville and Rock County for the purchase of a rescue vehicle that can be used by each law enforcement agency as provided for in the MOU; and

WHEREAS, in accordance with the MOU, the City of Beloit will contribute \$80,000 toward the cost of the purchase of the equipment from its confiscated funds account and the City of Janesville and Rock County will each contribute \$40,000 as their share of the cost of the purchase as outlined in the MOU; and

WHEREAS, as the lead agency and to meet the requirements of the vendor the City of Beloit intends to initially advance the entire purchase price of \$160,000 to the vendor with Rock County and the City of Janesville agreeing in the MOU to reimburse the City of Beloit \$40,000 upon affirmation of their respective entities and upon delivery of said vehicle; and

WHEREAS, the City of Beloit recognizes this equipment will make officers jobs safer and have the potential of protecting members of the community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit authorizes the City Manager to enter into an agreement with the City of Janesville and Rock County to purchase and maintain a police rescue vehicle, along with its use. The City Manager is further authorized to execute any resulting agreements and do all other things necessary to implement the purpose hereof.

BE IT FURTHER RESOLVED that the 2012 Budget is amended and an appropriation is authorized as follows for the purchase of new law enforcement equipment.

FUNDING SOURCES:

Police Confiscated Funds	
7162240-4270-81008	(<u>\$160,000</u>)

EXPENDITURES:

	<u>Original</u>	<u>Amended</u>	<u>Difference</u>
Training Equipment & Supplies			
7162240-5352-81008	\$0	\$160,000	<u>\$160,000</u>

Adopted this 20th day of August, 2012.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Rebecca S. Houseman, City Clerk

tdh/res/MOU ARV=res=120815 1048 (cln)

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution authorizing the City Manager to enter into a memorandum of understanding with Janesville and Rock County to manage, and purchase a rescue vehicle using police confiscated funds.

Date: August 20, 2012

Presenter(s): Chief Norm Jacobs, Captain William Tyler

Department(s): Police

Overview/Background Information:

The department intends to purchase a rescue vehicle with confiscated funds that have been allocated to the department. This is a joint venture with the City of Janesville Police Department and the Rock County Sheriff's Office. A rescue vehicle is the primary platform for public safety tactical units to utilize for officer and citizen rescue situations. The departments have been evaluating the possibility of obtaining a rescue vehicle for a number of years. The opportunity for a joint venture with the three agencies was recently renewed in an effort to avoid duplication of services and capital expenditures related to tactical operations within our communities. The MOU will solidify the operating parameters to allow for the teams to better serve the citizens and officers of Beloit, Janesville, and Rock County.

Key Issues (maximum of 5):

1. The MOU will provide for the cost sharing and operations of a multi-jurisdictional rescue vehicle.
2. The funds for this purchase come from confiscated funds that have been awarded to the police department for authorized expenditures.
3. The rescue vehicle is the platform that is consistent with best practices of SWAT teams in the United States.
4. The rescue vehicle provides the safety needed for officers to safely manage situations involving persons that are typically armed and barricaded, or are engaging in high risk behavior in the community with a weapon, and are typically armed with higher capacity weapons and often have prior military experience.
5. A newer model, refurbished vehicle, meeting our needs, has just been made available to us in the last month.

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

This grant conforms to the following goals:

1. Proactively partner with individuals and businesses to promote a safe and healthy community, minimize personal injury, prevent loss of life, and protect property and natural resources.
2. Communicate and partner with other jurisdictions and organizations to coordinate effective and efficient service delivery and stimulate regional prosperity.

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

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

Action required/Recommendation:

Approval of a resolution authorizing the City Manager to enter into a MOU with Janesville and Rock County, and the Police Chief to purchase the rescue vehicle.

Fiscal Note/Budget Impact:

There will be no financial impact to the general fund. Confiscated funds will be used for the purchase and maintenance of the rescue vehicle.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made by and between the City of Beloit, the City of Janesville and County of Rock for the purpose of outlining the parties' rights and responsibilities for the acquisition, operation and use of an Armored Rescue Vehicle (ARV).

The parties understand that the City of Beloit has negotiated for the purchase of an ARV from LENCO Armored Vehicles for a purchase price of \$160,000.00; said ARV being a 2009 model year Bearcat Rescue Vehicle reconditioned by the factory and with a delivery date of approximately January 2013.

The parties agree that the City of Beloit will advance all of the funds for the initial acquisition of the ARV and the City of Janesville and County of Rock each hereby agree to reimburse the City of Beloit \$40,000 each promptly upon delivery of the ARV to the City of Beloit and upon affirmation of their respective governmental body as required.

Each party represents that it has received the formal approval of this MOU, including the financial obligations imposed herein, from its governing body. Copies of said governing body approvals shall be provided to each of the other parties hereto.

It is understood and agreed between the parties that the City of Beloit will allow the other parties to use the ARV for the purpose of responding to tactical situations and training under the following conditions and circumstances:

1. The Beloit Police Department shall provide training to authorized agency personnel in the operation of the ARV, including the use and capabilities of the ARV, upon the request of either of the other parties. Each party agrees it shall only allow those personnel that are trained and authorized to operate the ARV.
2. To request the use of the ARV, the requesting party shall contact the City of Beloit Tactical Commander, or his/her designee.

3. If the party has personnel authorized and available to operate the ARV at the time that the request is made, the City of Beloit Tactical Commander will arrange for an authorized member or members of the party to pick up the ARV.
4. If the party requests the use of the ARV and does not have personnel authorized or available to operate the ARV at the time that a request is made, the City of Beloit Police Department will provide personnel to transport the ARV to the incident location or other agreed to location. Emergency situations may require this type of deployment of the ARV. The ARV operators will be knowledgeable in the operations, capabilities, and limitations of the ARV.
5. While operating the ARV, the party must comply with the ARV operations manual and the vehicle use policy specific to their law enforcement agency.
6. Prior to the operation of the ARV, the party will inspect the ARV and report any damage to the ARV to the City of Beloit Tactical Commander. The City of Beloit Tactical Commander will coordinate any investigation related to any damage to the ARV with the party involved.
7. In the event of any collision or other damage involving the ARV, the party shall immediately notify the City of Beloit Tactical Commander and shall follow any reporting requirements required by the party policy.
8. The City of Beloit Police Department shall register and insure the ARV and be responsible for the general maintenance of the ARV. The other parties are aware that the City of Beloit insurance will not cover the ARV while being operated by them and agree to maintain their own insurance for such operations.
9. Except as set forth specifically herein, each party agrees to be responsible for the consequences of its own acts, errors, or omissions

and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions, and those of its employees, agents, boards, commissions, agencies, officers and representatives. Each party hereby agrees to indemnify and hold the other parties, their officers, agents and employees, harmless from any and all claims, including claims for damages to property, personal injury, consequential and incidental damages, loss of income or revenue, costs and expenses, including reasonable attorneys' fees, arising out of any acts or omissions of the parties, their employees, agents and subcontractors during the performance of this MOU. It is not the intent of the parties to impose liability beyond that imposed by state statute.

10. A request to use the ARV made pursuant to this MOU shall be a request for mutual assistance under Wisconsin Statute 66.0313. Each party shall be responsible for worker compensation costs for its employees injured as a result of a mutual assistance request.
11. While the ARV is being used by or on behalf of a party, the party shall be responsible for benefits which may be awarded to the parties' employee(s) under Wisconsin Workers' Compensation law (Wisconsin Statute Chapter 102) due to the use of the ARV.
12. Prior to returning the ARV to the City of Beloit Police Department, the party shall clean the internal areas of the ARV and replenish the fuel supply. While the ARV is being used by the party, the party shall be responsible for any and all damage to the ARV, which is the result of negligence or any use outside the scope of use as defined in the ARV operations manual. The party shall also be responsible for any

incidental damage to the ARV while the ARV is being used during an incident or training.

13. If competing needs exist for the use of the ARV, the City of Beloit Tactical Commander will coordinate with the affected tactical commanders in determining the priority of use for the ARV.
14. Either party may terminate this MOU with 30 days written notice to each other; provided, however, that neither the City of Janesville nor County of Rock may so terminate prior to reimbursing the City of Beloit acquisition costs as provided herein.

This MOU on the acquisition, operation and use of the ARV is acknowledged and agreed to as demonstrated by the signatures of the following City and County officials:

ATTEST:

CITY OF BELOIT, WISCONSIN

By: _____
Rebecca S. Houseman, City Clerk

By: _____
Larry N. Arft, City Manager

Date: _____

By: _____
Norm Jacobs, Police Chief

Approved as to Form:

By: _____
Thomas R. Casper, City Attorney

ATTEST:

COUNTY OF ROCK, WISCONSIN

By: _____
Lori Stottler, County Clerk

By: _____
J. Russell Podzilni, County Board Chair

Date: _____

By: _____
Robert D. Spoden, Sheriff

Approved as to Form:

By: _____
Jeff Kuglitsch, Corporate Counsel

ATTEST:

CITY OF JANESVILLE, WISCONSIN

By: _____
Jean Wulf, City Clerk-Treasurer

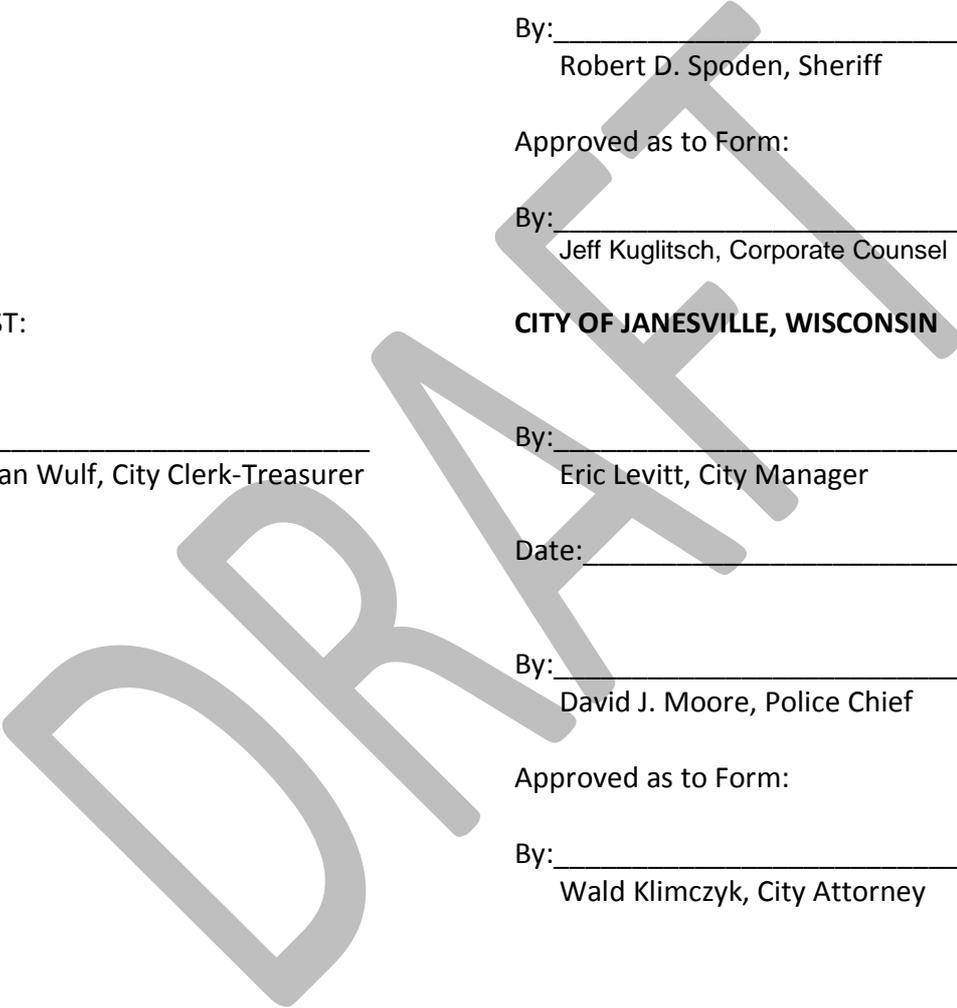
By: _____
Eric Levitt, City Manager

Date: _____

By: _____
David J. Moore, Police Chief

Approved as to Form:

By: _____
Wald Klimczyk, City Attorney



**RESOLUTION APPROVING JOINT AGREEMENT
WITH SCHOOL DISTRICT OF БЕЛОIT
FOR TRUANCY INTERVENTION COORDINATOR**

WHEREAS, the City of Beloit has previously entered into a Truancy Intervention Coordinator Agreement with the School District of Beloit; and

WHEREAS, the previous agreement has expired and it is necessary to enter into a new agreement for the school year beginning in 2012 and ending in 2013; and

WHEREAS, the agreement promotes the objectives of the City of Beloit and School District of Beloit in maintaining the highest levels of student attendance within the school district and to markedly reduce truancy; and

WHEREAS, the agreement will obligate the City of Beloit to contribute 25% of the annual salary, including benefits, (estimated to be \$13,011), for the position during the upcoming school year; and

WHEREAS, the City Council finds that the agreement is in the best interests of the City of Beloit.

NOW, THEREFORE, BE IT RESOLVED that the attached Truancy Intervention Coordinator Agreement is approved.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and he is hereby, authorized to execute the attached agreement and to do all other things necessary to implement the purposes thereof.

Adopted this 20th day of August, 2012.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Joint Agreement with School District of Beloit for Truancy Intervention Coordinator

Date: August 20, 2012

Presenter(s): Tom Casper

Department(s): City Attorney

Overview/Background Information:

The City previously entered into a joint agreement with the School District of Beloit for the employment and use of a truancy intervention coordinator. The truancy intervention coordinator works closely with the Beloit Municipal Court and performs intervention services with particular focus on first offenders. The attached renewal agreement specifically addresses salary and cost sharing responsibilities and provides that the City is obligated to pay 25% of the annual salary of \$50,000 and benefits. The City's estimated share would be \$13,011 for the upcoming school year and the Beloit Municipal Court has budgeted sufficient funds for that amount.

Key Issues (maximum of 5):

Adoption of the resolution would authorize the City Manager to execute the joint agreement with the School District of Beloit.

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

This resolution and proposed agreement is consistent with the City's strategic plan.

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

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

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

Action required/Recommendation:

Staff recommends Council approve the attached resolution.

Fiscal Note/Budget Impact:

This will obligate the City to a payment of approximately \$13,011 over the course of the school year beginning in 2012 and ending in 2013 and said amount has been previously budgeted for by the Beloit Municipal Court.

TRUANCY INTERVENTION COORDINATOR

AGREEMENT

This Agreement made this _____ day of _____, 2012, by and between the City of Beloit, Wisconsin, a municipal corporation, 100 State Street, Beloit, Wisconsin (hereinafter referred to as "City"), and the School District of Beloit, 1633 Keeler Avenue, Beloit, Wisconsin (hereinafter referred to as "School District").

FINDINGS

The parties make the following findings:

1. Because society expects schools to meet the needs of youth that range far beyond their education, community resources must reach into schools to provide additional expertise in that mission.
2. Through a Truancy Intervention Coordinator (hereinafter referred to as "TIC"), community resources can be coordinated and focused in an ideal setting for education.
3. The primary goal of the TIC Program is to markedly reduce truancy in the School District.
4. It is necessary and desirable to continue to refine the TIC Program in order to maintain the highest levels of student attendance within the School District.

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to define the financial commitments of the City and the School District in the establishment of a TIC for the School District of Beloit.
2. **INITIAL TERM.** The initial term of this Agreement shall be for the 2012-2013 school year and shall commence as of July 1, 2012 and continue until June 30, 2013.
3. **RENEWAL TERMS(S).** This Agreement shall be automatically renewed for two successive one-year terms from July 1, 2013 to June 30, 2014 and July 1, 2014 to June 30, 2015, unless either party shall give notice of its election not to renew this Agreement.

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

To the School District: School District of Beloit
 Attn: Superintendent Steve McNeal
 Kolak Education Center
 1633 Keeler Avenue
 Beloit, WI 53511

To the City of Beloit: Municipal Court Clerk
 City of Beloit
 100 State Street
 Beloit, WI 53511

5. **EMPLOYMENT AND SUPERVISION.** The TIC will be employed by the School District in the personnel category of Instructional Support and will be under the supervision of the Executive Director Office of Pupil Services for the School District. Both parties agree that all matters relating to the employment of the TIC including working conditions, pay, benefits, employee evaluation, training, and discipline will remain with the School District.
6. **SALARY AND COST SHARING.** Both the City and the School District mutually agree that the TIC shall be paid a salary of Fifty Thousand Dollars (\$50,000.00) per annum with no overtime pay (exempt from overtime). The annual period of employment shall be for 260 working days and the TIC shall also be entitled to two (2) weeks of vacation each year. The parties agree that the annual period of employment for the TIC shall include the summer months when school is not normally in session. Both parties further agree that the annual salary for the TIC (including benefits) shall be divided at 25% chargeable to the City and 75% chargeable to the School District.
7. **AMENDMENTS.** This Agreement may be modified in writing by the mutual agreement of the parties.

Dated this _____ day of _____, 2012.

CITY OF BELOIT

SCHOOL DISTRICT OF BELOIT

By: _____
Larry N. Arft, City Manager

By: _____
Steve McNeal, Superintendent

ATTEST:

By: _____
Rebecca S. Houseman, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas R. Casper, City Attorney

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

By: _____
Paul York, City Comptroller
tdh/files/10-1211/TIC Agr 120803 1327 (cln)

**RESOLUTION APPROVING COMMERCIAL OFFER TO PURCHASE
FOR PROPERTY AT 232 SHIRLAND AVENUE**

WHEREAS, the City of Beloit (hereinafter “City”) has had discussions with Pastor Dave Fogderud of The Overflowing Cup Total Life Center, Inc. (hereinafter “The Overflowing Cup”), the owner of the property located at 232 Shirland Avenue, Beloit, Wisconsin, and an adjacent property located in the City of South Beloit, Illinois; and

WHEREAS, the City is desirous of acquiring the properties as part of the City’s continuing downtown redevelopment initiatives; and

WHEREAS, the City has also had discussions with the City of South Beloit, Illinois and the City of South Beloit, Illinois has long-term plans to develop a city park at the confluence of Turtle Creek and the Rock River; and

WHEREAS, the City of South Beloit, Illinois has agreed to accept title to that portion of the site located in the state of Illinois, which could be used for park purposes; and

WHEREAS, the City and The Overflowing Cup have come to an agreement, as attached, for the purchase of the properties.

NOW, THEREFORE, BE IT RESOLVED that the attached Commercial Offer to Purchase is hereby approved.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and he is hereby, authorized to execute the attached Commercial Offer to Purchase and to do all other things necessary to carry out the terms and conditions thereof.

Adopted this 20th day of August, 2012.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution Approving Commercial Offer to Purchase for Property at 232 Shirland Avenue

Date: August 20, 2012

Presenter(s): Larry N. Arft / Thomas R. Casper

Department(s): City Manager / City Attorney

Overview/Background Information:

The City of Beloit (hereinafter "City") is desirous of acquiring properties located at 232 Shirland Avenue and has reached an agreement, subject to council approval, with The Overflowing Cup Total Life Center, Inc. regarding said purchase. The property straddles the state line and includes property in the City of South Beloit, Illinois. The City of South Beloit, Illinois has agreed to take title to the Illinois portion of the property for purposes of its eventual inclusion into a City of South Beloit park to be established at the confluence of the Rock River and Turtle Creek. The City would intend to remove the structures on the Wisconsin portion of the property and return it to green space. The purchase agreement would obligate the City to pay \$75,000 for all of the properties involved, pay an additional sum of \$5,000 as relocation expenses and allow The Overflowing Cup to continue its annual two-day "Rock on the Rock" event with a waiver of the fees normally charged therefore.

Key Issues (maximum of 5):

1. The purchase price is \$75,000, plus an additional \$5,000 for relocation expenses.
2. The Illinois property would be transferred directly to the City of South Beloit, Illinois for eventual inclusion and park space in that city.
3. The Overflowing Cup would be allowed to continue its annual two-day "Rock on the Rock" event in a city park with a waiver of the normally applicable fee.
4. The City would be responsible for closing costs, including real estate taxes.
5. The City would intend to remove the structures located on the Wisconsin portion of the properties and restore the area in Wisconsin to green space.

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 #1.

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

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

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

Action required/Recommendation:

Staff recommends approval of the resolution.

Fiscal Note/Budget Impact:

Funds for the purchase will be made available from TIF 5 which has sufficient funds available.

COMMERCIAL OFFER TO PURCHASE

1 ~~BROKER-DRAFTING THIS OFFER ON~~ _____ [DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) ~~STRIKE TWO~~

2 **GENERAL PROVISIONS** The Buyer, the City of Beloit, a Wisconsin municipal corporation,
3 offers to purchase the Property known as ~~(Street-Address)~~ parcels on attached Exhibit A in the

4 _____ of _____, County of _____, Wisconsin, (Insert additional

5 description, if any, at lines 293 - 297 or attach as an addendum per line 298), on the following terms:

6 **PURCHASE PRICE:** Seventy-Five Thousand and 00/100 Dollars -----
7 ----- Dollars (\$ 75,000.00).

8 **EARNEST MONEY** of \$ 0.00 accompanies this Offer and earnest money of \$ 0.00
9 will be paid within N/A days of acceptance.

10 **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

11 **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of encum-
12 brances, all fixtures, as defined at lines 117 - 120 and as may be on the Property on the date of this Offer, unless excluded at lines 15 - 16, and
13 the following additional items: any and all fixtures & personal property remaining on the property as of 9/25/12 shall be
14 considered included in the purchase price & the property of the Buyer.

15 **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** *CAUTION: Address rented fixtures or trade fixtures owned by tenants, if*
16 *applicable.*

17 **All personal property included in purchase price will be transferred by bill of sale or**

18 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on separate
19 but identical copies of the Offer. *CAUTION. Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term*
20 *deadlines running from acceptance provide adequate time for both binding acceptance and performance.*

21 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
22 August 23, 2012. *CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.*

23 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices
24 to a Party shall be effective only when accomplished by one of the methods specified at lines 25 - 34.

25 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with a com-
26 mercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 28 or 30 (if any), for delivery to
27 the Party's delivery address at lines 29 or 31.

28 Seller's recipient for delivery (optional): Paster Dave J. Fogderud

29 Seller's delivery address: The Overflowing Cup, P.O. Box 1075, Beloit, WI 53512-1075

30 Buyer's recipient for delivery (optional): Thomas R. Casper, City Attorney

31 Buyer's delivery address: 100 State Street, Beloit, WI 53511

32 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 28 or 30.

33 (3) ~~By fax transmission of the document or written notice to the following telephone number:~~

34 Buyer: (_____) _____ Seller: (_____) _____

35 **LEASED PROPERTY** If Property is currently leased and lease(s) extends beyond closing, Seller shall assign Seller's rights under said lease(s)
36 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~ lease(s), if any,
37 are _____

38 **RENTAL WEATHERIZATION** This transaction (is) ~~(is)~~ ~~XXXX~~ ~~STRIKE ONE~~ exempt from State of Wisconsin Rental Weatherization Standards
39 (Wisconsin Administrative Code, Comm 67). If not exempt, (Buyer) ~~XXXX~~ ~~STRIKE ONE~~ will be responsible for compliance, including all costs.
40 If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

41 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or Brabazon Title Co., Inc.
42 no later than August 31, 2012 unless another date or place is agreed to in writing.

43 **CLOSING PRORATIONS** ~~The following items shall be prorated at closing: real estate taxes, rents, water and sewer use charges, garbage pick-~~
44 ~~up and other private and municipal charges, property owner's association assessments, fuel, payments under governmental agricultural programs~~
45 ~~and _____.~~ Any income, taxes or expenses shall accrue to Seller and be prorated through
46 the day prior to closing. Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known,
47 otherwise on the net general real estate taxes for the preceding year) (Buyer agrees to pay all closing costs & to assume liability for all

48 outstanding real estate taxes.) ~~STRIKE AND COMPLETE AS APPLICABLE~~ *CAUTION. If Property has not been fully assessed for*
49 *tax purposes (for example, recent land division or completed/pending reassessment) or if proration on the basis of net general real*
50 *estate taxes is not acceptable (for example, changing mill rate), insert estimated annual tax or other basis for proration.*

51 **PROPERTY CONDITION PROVISIONS**

52 **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice or
53 knowledge of conditions affecting the Property or transaction other than those identified in Seller's Real Estate Condition Report
54 dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference

55 **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

56 _____ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

57 ■ A "condition affecting the Property or transaction" is defined as follows:

- 58 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the
59 present use of the Property;
- 60 (b) government agency or court order requiring repair, alteration or correction of any existing condition;
- 61 (c) completed or pending reassessment of the Property for property tax purposes;
- 62 (d) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;
- 63 (e) any land division involving the Property, for which required state or local approvals were not obtained;
- 64 (f) construction or remodeling on the Property for which required state or local approvals were not obtained;
- 65 (g) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal regulations;
- 66 (h) that a structure on the Property is designated as a historic building or that any part of the Property is in a historic district;
- 67 (i) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 68 (j) conditions constituting a significant health or safety hazard for occupants of the Property;
- 69 (k) underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to gasoline
70 and heating oil, which are currently or which were previously located on the Property; **NOTE: The Wisconsin Administrative Code contains**
71 **registration and operation rules for such underground storage tanks.**
- 72 (l) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 73 (m) material levels of hazardous substances located on Property or previous storage of material amounts of hazardous substances on Property;
- 74 (n) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of the
75 nature and scope of the condition or occurrence.

76 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer and Seller acknowledge that any Property, building or room dimensions, or total acreage
77 or building square footage figures, provided to Buyer or Seller may be approximate because of rounding or other reasons, unless verified by
78 survey or other means. Buyer also acknowledges that there are various formulas used to calculate total square footage of buildings and that total
79 square footage figures will vary dependent upon the formula used. **CAUTION: Buyer should verify total square footage formula, Property,**
80 **building or room dimensions, and total acreage or square footage figures, if material to Buyer's decision to purchase.**

81 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections are
82 reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection reports to Seller, and
83 to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections are
84 completed, unless otherwise agreed with Seller. An "inspection" is defined as an observation of the Property which does not include testing of the
85 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized.

86 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. A
87 "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other
88 analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 293 - 297 or in an addendum
89 per line 298. Note: Any contingency authorizing such tests should specify the areas of the Property to be tested, the purpose of the test, (e.g., to
90 go determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency (e.g.,
91 Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests may detect environmental
92 pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

93 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall have the
94 right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and
95 tear and changes approved by Buyer, and that any defects Seller has elected to cure have been repaired in a good and workmanlike manner.

96 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "environmental site assessment" (also known as a "Phase I Site Assessment") (see lines 279 to
97 283) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
98 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
99 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property;
100 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine
101 if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment includ
102 ing the National Priorities List, the Department of Natural Resources' (DNR) registry of Abandoned Landfills, the DNR's Registry of Leaking
103 Underground Storage Tanks, the DNR's most recent remedial response site evaluation report (including the Inventory of Sites and Facilities Which
104 May Cause or Threaten to Cause Environmental Pollution). Any "environmental site assessment" performed under this Offer shall comply with
105 generally recognized industry standards (e.g. current American Society of Testing and Materials "Standards for Environmental Site Assessments for
106 Commercial Real Estate"), and state and federal guidelines, as applicable. **CAUTION: Unless otherwise agreed an**
107 **"environmental site assessment" does not include subsurface testing of the soil or groundwater or other testing of the Property for**
108 **environmental pollution.**

109 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or occupancy
110 of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the
111 Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair the Property and
112 restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writ-
113 ing of the damage and this Offer may be canceled at the option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer
114 shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of
115 Seller's deductible on such policy. However, if this sale is financed by a land contract or a mortgage to Seller, the insurance proceeds shall be
116 held in trust for the sole purpose of restoring the Property.

117 **FIXTURES** A "Fixture" is an item of property which is physically attached to or so closely associated with land and improvements so as to be
118 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
119 specifically adapted to the Property, and items customarily treated as fixtures. A "fixture" does not include trade fixtures owned by tenants of the
120 Property. See Lines 11 to 17.

121 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 293 -
122 297 or in an addendum per line 298. Occupancy shall be given subject to tenant's rights, if any.

123 **SPECIAL ASSESSMENTS** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be paid by Seller
124 no later than closing. All other special assessments shall be paid by Buyer. **CAUTION:** Consider a special agreement if area assessments, prop-
125 erty owner's association assessments or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for pub-
126 lic improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, sanitary and stormwater and storm
127 sewer (including all sewer mains and hook-up and interceptor charges), parks, street lighting and street trees, and impact fees for other public
128 facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

130 ~~OPTIONAL FINANCING CONTINGENCY: THE CONTINGENCY AT LINES 132 THROUGH 160 IS A PART OF THIS OFFER IF MARKED, SUCH~~
 131 ~~AS WITH AN "X," AT LINE 132. IT IS NOT PART OF THIS OFFER IF IT IS MARKED N/A OR LEFT BLANK.~~

132 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain: CHECK APPLICABLE FINANCING BELOW

133 land contract financing from Seller at closing as further described at lines 136 to 153 and 161 to 168.

134 a _____ INSERT LOAN PROGRAM (fixed) (adjustable) STRIKE ONE rate first mort-
 135 gage loan commitment as further described at lines 136 to 149 and 154 to 178, within _____ days of acceptance of this Offer.

136 The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized

137 over not less than _____ years. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be

138 adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to main-

139 tain the term and amortization stated above.

140 IF FINANCING IS FIXED RATE the annual rate of interest shall not exceed _____ % and monthly payments of principal and interest shall

141 not exceed \$ _____.

142 IF FINANCING IS ADJUSTABLE RATE the initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for

143 _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the

144 mortgage term shall not exceed _____ %. Initial monthly payments of principal and interest shall not exceed \$ _____ Monthly

145 payments of principal and interest may be adjusted to reflect interest changes.

146 MONTHLY PAYMENTS MAY ALSO INCLUDE 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private

147 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee in an amount not

148 to exceed _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing

149 costs.) Note: Unless otherwise agreed, Buyer's delivery of any document labeled a loan commitment will satisfy this contingency.

150 IF FINANCING IS BY LAND CONTRACT \$ _____ shall be paid at closing (in addition to earnest money), interest rate following payment

151 default shall be _____ %, the default period shall be _____ days for payments and _____ days for performance of any other

152 obligations. Interest shall be calculated on a prepaid basis. Any amount may be prepaid on principal without penalty at any time. Buyer under-

153 stands that if the term of the land contract is shorter than the amortization period a balloon payment will be due at the end of the term.

154 LOAN COMMITMENT: Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and to provide

155 evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other financing acceptable

156 to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan commitment at line 135.

157 Buyer's delivery of a copy of any written loan commitment (even if subject to conditions) shall satisfy the Buyer's financing contingency

158 unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER

159 SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR APPROVAL OR UNLESS ACCOMPANIED BY A

160 NOTICE OF UNACCEPTABILITY.

161 LAND CONTRACT: If this Offer provides for a land contract both Parties agree to execute a State Bar of Wisconsin Form 11 Land Contract, the

162 terms of which are incorporated into this Offer by reference. Prior to execution of the land contract Seller shall provide the same evidence of mer-

163 chantable title as required above and written proof, at or before execution, that the total underlying indebtedness, if any, is not in excess of the pro-

164 posed balance of the land contract, that the payments on the land contract are sufficient to meet all of the obligations of Seller on the underlying

165 indebtedness, and that all creditors whose consent is required have consented to the land contract sale. Seller may terminate this Offer if creditor

166 approval cannot be obtained. Seller may terminate this Offer if Buyer does not provide a written credit report which indicates that Buyer is credit

167 worthy based upon reasonable underwriting standards within 15 days of acceptance. Buyer shall pay all costs of obtaining creditor approval and

168 the credit report. Seller shall be responsible for preparation and the expense of preparation of all closing documentation, including the land contract.

169 FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable

170 loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection

171 letter(s) or other evidence of unavailability. Unless a specific loan source is named in the financing contingency, Seller shall then have 10 days to

172 give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in the financing contingency, and this Offer

173 shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and

174 void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

175 SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of the loan commitment, Seller may terminate this Offer provided that

176 Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

177 NOTE: IF PURCHASE IS CONDITIONED ON BUYER OBTAINING FINANCING FOR OPERATIONS OR DEVELOPMENT CONSIDER ADDING

178 A CONTINGENCY FOR THAT PURPOSE.

179 TITLE EVIDENCE

180 CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as

181 provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them,

182 recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes

183 in the year of closing and none

184 _____ (provided none of the

185 foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to com-

186 plete and execute the documents necessary to record the conveyance. WARNING: If Buyer contemplates improving or developing Property,

187 or a change in use, Buyer may need to address municipal and zoning ordinances, recorded building and use restrictions, covenants

188 and easements which may prohibit some improvements or uses. The need for building permits, zoning variances, environmental audits,

189 *etc., may need to be investigated to determine feasibility of improvements, development or use changes for Property. Contingencies*
 190 *for investigation of these issues may be added to this offer. See lines 293 to 298.*

191 ■ **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase
 192 price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE EVIDENCE WILL BE GIVEN**
 193 **BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

194 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be
 195 acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business days before clos-
 196 ing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens
 197 which will be paid out of the proceeds of closing and standard abstract certificate limitations or standard title insurance requirements and excep-
 198 tions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR TO**
 199 **CLOSING, A "GAP ENDORSEMENT" TO THE TITLE COMMITMENT OR AN ESCROW CLOSING.**

200 ■ **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the time set for
 201 closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time for closing shall be extend-
 202 ed as necessary for this purpose. In the event that Seller is unable to remove the objections, Buyer shall have 5 days from receipt of notice thereof, to
 203 deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer
 204 shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

205 **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated in all man-
 206 ner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original sig-
 207 nature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller.
 208 Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may
 209 not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party. **The delivery/receipt provi-**
 210 **sions in this Offer maybe modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 31)).** Buyer and Seller author-
 211 ize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settle-
 212 ment service providers for the transaction.

213 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the
 214 event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific num-
 215 ber of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President
 216 such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours"
 217 from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day.
 218 Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

219 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material
 220 failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

221 If Buyer defaults, Seller may:

- 222 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 223 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return the

224 earnest money and have the option to sue for actual damages.

225 If Seller defaults, Buyer may:

- 226 (1) sue for specific performance; or
- 227 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

228 In addition, the Parties may seek any other remedies available in law or equity.

229 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts.
 230 If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing
 231 to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement. NOTE: IF
 232 ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT BOTH PARTIES SHOULD READ THIS DOCUMENT
 233 CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW
 234 FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT
 235 CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

236 **EARNEST MONEY**

237 ■ **HELD BY:** ~~Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent if Property~~
 238 ~~is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer. CAUTION: Should~~
 239 ~~persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other~~
 240 ~~than Buyer makes payment of earnest money, consider a special disbursement agreement.~~

241 ■ **DISBURSEMENT:** ~~If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's~~
 242 ~~depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed~~
 243 ~~according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement~~
 244 ~~agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(l)(b) provides that an offer to purchase is not a written disbursement~~
 245 ~~agreement pursuant to which the broker may disburse). If the disbursement agreement has not been delivered to broker within 60 days after the date~~
 246 ~~set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer~~
 247 ~~or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other~~
 248 ~~disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and~~
 249 ~~broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.~~

250 ■ **LEGAL RIGHTS/ACTION:** ~~Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.~~
 251 ~~Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker~~
 252 ~~shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit~~
 253 ~~may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the~~
 254 ~~sale of residential property with 1-4 dwelling units and certain other earnest money disputes. The Buyer and Seller should consider consulting attor-~~
 255 ~~neys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith~~
 256 ~~disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest~~
 257 ~~money. See Wis. Adm. Code Ch. RL 18. NOTE: WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CON-~~
 258 ~~CERNING THE LEGAL RIGHTS OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR~~
 259 ~~CONVEYANCE. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.~~

260 PROPERTY ADDRESS: See attached Exhibit A

[page 5 of 5]

261 TIME IS OF THE ESSENCE "TIME IS OF THE ESSENCE" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy;
262 (4) date of closing; (5) contingency deadlines STRIKE AS APPLICABLE and all other dates and deadlines in this Offer except:
263 . If "Time is of the Essence"
264 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply
265 to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

266 X DOCUMENT REVIEW CONTINGENCY: This Offer is contingent upon Seller delivering the following documents to Buyer within
267 10 days of acceptance: CHECK THOSE THAT APPLY

- 268 X Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- 269 A complete inventory of all furniture, fixtures and equipment included in this transaction which is consistent with
270 representations made prior to and in this Offer.
- 271 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
272 to be free and clear of all liens, other than liens to be released prior to or at closing.
- 273 Other

274
275 This contingency shall be deemed satisfied unless Buyer, within 10 days of the earlier of receipt of the final record to be delivered or the dead-
276 line for delivery of the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied. The notice shall iden-
277 tify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s).

278 X ENVIRONMENTAL EVALUATION/INSPECTION CONTINGENCY: This Offer is contingent upon: CHECK THOSE THAT APPLY

- 279 X A qualified independent environmental consultant of Buyer's choice conducting an environmental site assessment of the Property (see
280 lines 96 to 108), at (Buyer's) ~~SELLER'S~~ expense STRIKE ONE, which discloses no defects. A defect is defined as a material violation of
281 environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an
282 underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the
283 Property due to future migration from other properties.
- 284 A qualified independent inspector of Buyer's choice conducting an inspection of the Property and _____
285 _____, at (Buyer's) (Seller's) expense STRIKE ONE, which discloses no defects.
286 A defect is defined as a structural, mechanical or other condition that would have a significant adverse effect on the value of the Property; that
287 would significantly impair the health and safety of future occupants of the Property; or that if not repaired, removed or replaced would
288 significantly shorten or have a significantly adverse effect on the expected normal life of the Property.

289 This contingency shall be deemed satisfied unless Buyer, within 30 days of acceptance, delivers to Seller a copy of the environmental site
290 assessment/ inspection report(s) and a written notice listing the defect(s) identified in the environmental site assessment /inspection report(s) to
291 which Buyer objects. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before
292 signing the Offer. Buyer agrees to deliver a copy of the report and notice to listing broker, if Property is listed, promptly upon delivery to Seller.

293 ADDITIONAL PROVISIONS/CONTINGENCIES _____
294 _____
295 _____
296 _____
297 _____

298 X ADDENDA: The attached Exhibits A & B _____ is/are made part of this Offer.

299 THIS OFFER, INCLUDING ANY AMENDMENTS TO IT, CONTAINS THE ENTIRE AGREEMENT OF THE BUYER AND SELLER REGARDING
300 THE TRANSACTION. ALL PRIOR NEGOTIATIONS AND DISCUSSIONS HAVE BEEN MERGED INTO THIS OFFER. THIS AGREEMENT
301 BINDS AND INURES TO THE BENEFIT OF THE PARTIES TO THIS OFFER AND THEIR SUCCESSORS IN INTEREST.

302 This Offer was drafted on 8/7/12 [date] by [Licensee and firm] Thomas R. Casper, City Attorney
CITY OF BELOTT

303 (X) By: _____ 39-6005397
304 Buyer's Signature Print Name Here: ▶ Larry N. Arft, City Manager Social Security No. or FEIN (optional) Date

305 (X)
306 Buyer's Signature Print Name Here: ▶ _____ Social Security No. or FEIN (optional) Date

307 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 236 - 259)
308 _____ Broker (By) _____

309 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING
310 AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS
311 SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.
THE OVERFLOWING CUP TOTAL LIFE CENTER, INC.

312 (X) By: _____
313 Seller's Signature Print Name Here: ▶ Pastor Dave Fogderud Social Security No. or FEIN (optional) Date

314 (X)
315 Seller's Signature Print Name Here: ▶ _____ Social Security No. or FEIN (optional) Date

316 This Offer was presented to Seller by _____ on _____, at _____ a.m./p.m.

317 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter] _____
318 Seller Initials Date Seller Initials Date

EXHIBIT A TO COMMERCIAL OFFER TO PURCHASE

Address: 232 Shirland Avenue, Beloit, Wisconsin 53511
Tax Parcel No.: 206-13540030

Legal Description Parcel 1: All that part of Lots 115, 116, 117 and 118 of Goodhue's Subdivision in the City of Beloit, Rock County, Wisconsin described as follows, to wit: Beginning at a point in the South line of said Lot 115, 8.5 feet Westerly from the Southeast corner of said Lot; thence Westerly along the South line of said Lot, 53 feet; thence Northerly to a point in the North line of Lot 118 in said Subdivision, 13 feet Easterly from the Northwest corner of said Lot 118; thence Easterly along the North line of said Lot, 58 feet; thence Southerly to the place of beginning.

Legal Description Parcel 2: Lot 1 of Certified Survey Map recorded in Volume 3 of Certified Survey Maps on Page 262 as Document #808735 and re-recorded in Volume 3 of Certified Survey Maps on Page 350 as Document #812884, being part of the SW ¼ of the SE ¼ of Section 35, T. 1 N., R. 12 E. of the 4th P.M., and part of Lots 115 thru 118, Goodhues Subdivision, City of Beloit, Rock County, Wisconsin; EXCEPTING a 24 foot strip shown on said Certified Survey Map, which strip is reserved as an easement for ingress and egress.

Legal Description Parcel 3: Beginning at a point on the South line of Section 35, T.1N., R.12E. of the 4th P.M., said point being 218.00 feet S. 88°00'00" E. of the NW corner of Section 5, T.46 N., R.2E. of the 3rd P.M., said point also being 36.00 feet East of the centerline of the Chicago & Northwestern Railroad; thence N. 0°43'15" E., parallel with and 36.00 feet from said centerline, 99.90 feet to the South line of Shirland Avenue; thence N. 88°00'00" W. along said South line of Shirland Avenue, 21 feet; thence S. 0°43'15" W., parallel with and 15 feet East of the centerline of the Chicago & Northwestern Railroad to the Wisconsin-Illinois state line; thence East along said state line to the place of beginning, being part of the SE ¼ of Section 35, T.1N., R.12E. of the 4th P.M., City of Beloit, Rock County, Wisconsin.

Address: Shirland Avenue, South Beloit, Illinois 61080
Tax Parcel No.: 04-05-152-001
Alternate Parcel No.: 005B157E

Legal Description: Part of the NW ¼ of Section 5, T.46N., R.2E of the 3rd PM, bounded and described as follows, to-wit: Commencing at the NW corner of said Section 5; thence S. 88°00' E., along the North line of said Section 5, being the line between the States of Illinois and Wisconsin, 182.00 feet to the centerline of the Chicago & Northwestern Railroad; thence continuing S. 88°00'00" E., along said state Line, 36.00 feet to the place of beginning for the land to be herein described; thence continuing S. 88°00'00" E., along said State line 64.00 feet; thence S. 00°43'15" W., 106.72 feet to a point of curve; thence Southerly on a curve convexed Westerly, 50.96 feet, having a radius of 2416.11 feet, the Chord being S. 00°07'00" W., 50.96 feet to a point 25.00 feet at right angles from the centerline of the Chicago, Milwaukee, St. Paul and Pacific Railroads; thence S. 33°54'30" W., parallel with said railroad, 117.92 feet; thence N. 00°43'15" E., 257.80 feet to the place of beginning; situated in the County of Winnebago and State of Illinois.

EXHIBIT B TO COMMERCIAL OFFER TO PURCHASE

The Commercial Offer to Purchase dated the _____ day of _____, 2012, by the City of Beloit is hereby made subject to the following additional terms and conditions:

1. The parties agree that physical possession of the property shall be turned over to the City at 8:00 a.m. on September 25, 2012 and that the Seller shall be free to remove all personal property not constituting fixtures or otherwise physically attached to the property after closing and prior to the time set out herein for transfer of possession. In addition, Seller shall have the right to remove two roof mounted air conditioners and associated fixtures and equipment from the building. Seller shall not otherwise conduct any salvage operations on the building. Seller shall be obligated to remove any hazardous wastes from the premises other than asbestos normally found in a building of this age.

2. The City shall be provided reasonable access to the building immediately upon the execution hereof at a mutually convenient time to inspect the same. This inspection shall be in addition to the pre-closing inspection set out beginning on line 93 of the Commercial Offer to Purchase. The purpose of this inspection shall be to inventory fixtures and inspect for the presence of hazardous materials. If any such hazardous materials are found, the Seller shall immediately remove the same. Should the Seller fail to remove said materials prior to the time and date set for closing, the City shall be entitled to treat this transaction as null and void.

3. The City hereby makes the following commitment to the Seller which shall survive the closing hereof:

The City hereby grants the Seller the right to the use of any City park facility normally made available to an applicant for a Picnic Permit under City Ordinance §18.02.16 for two consecutive days each year for the next 20 years for the purposes of hosting a social/outreach event. The exact location and scheduling of each year's event shall be at the mutual convenience of the parties and subject to availability. The Seller may not transfer nor assign this right. The Seller shall complete a full application for usage of the park facility as any other user and the City will waive any fees therefore. Said application shall be made at least 30 days in advance of each annual event.

4. The Seller will be allowed to conduct one outdoor sale of personal property on the property at 232 Shirland Avenue prior to September 25, 2012 to allow Seller to remove personal property as part of the relocation process. The parties agree that said outdoor sale shall not last for more than four (4) consecutive days.

5. In addition to the \$75,000 purchase price recited at line 6 of the Commercial Offer to Purchase, the City agrees to pay the Seller an additional sum of \$5,000 to assist Seller in relocation expenses. Said amount shall be paid at closing and the City shall have no further obligations in regard to Seller's relocation efforts.

6. Seller understands that it will be necessary to execute two deeds to convey the properties described herein, one necessary for the Wisconsin property and one necessary for the Illinois property. At the request of the City, the deed for the Illinois property may designate the City of South Beloit, Illinois, as the grantee therein.

**RESOLUTION
SUPPORTING THE CONSTRUCTION OF
INMAN PARKWAY EXTENSION ALTERNATIVE
FOR THE CTH G CONNECTOR**

WHEREAS, this project will connect CTH G to CTH S and provides improved interstate access to the northeast side of the City, and;

WHEREAS, the State of Wisconsin would like to use the CTH G Connector and CTH G as an alternate route for I39/90 during and after the I39/90 reconstruction, and

WHEREAS, Rock County and the State of Wisconsin are the lead agencies for this project and the Rock County Board will be selecting a preferred route from three alternatives at a meeting in September and;

WHEREAS, the No Build alternative would use existing routes and would not remove traffic from local streets or improve interstate access and is not desirable to the City, and,

WHEREAS, Alternative 2 would improve Philhower Road and add a new connection to CTH S, re-directs traffic too far north from the Prairie Avenue Business Corridor to be beneficial to the City and is not desirable, and

WHEREAS, Alternatives 1A-1D (Inman Parkway Extension) closely follows the corridors officially mapped by the city in 1970(Prairie Ave to Creek Road) and 2004(Creek Road to Shopiere Road), and,

WHEREAS, Alternatives 1A – 1D provides the most direct linkage between CTH G and CTH S with apparent significant benefits to the City of Beloit's northeast business corridor, and,

WHEREAS, the existing intergovernmental agreement between Rock County and the City of Beloit for this connector project that has the city paying one third the local share of the improvement costs was based on an Inman Parkway Extension, and,

IT IS RESOLVED, that the City of Beloit's preferred alternative is 1A-1D Inman Parkway extension.

Dated at Beloit, Wisconsin this 20th day of August, 2012.

City Council of the City of Beloit

Charles M. Haynes, President

ATTEST:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution Supporting the Construction of Inman Parkway Extension Alternative for the CTH G connector.

Date: August 20, 2012

Presenter(s): Larry N. Arft / Michael Flesch

Department(s): Public Works/Engineering

Overview/Background Information:

This project will construct a connector between CTH G and CTH S on the northeast side of Beloit that will provide improved access to Interstate 39/90 and divert traffic from local streets in this area. The State of Wisconsin desires to use this connector and CTH G as an alternate route for I39/90 both during and after the I39/90 reconstruction. Rock County and the State of Wisconsin are lead agencies for this project. The Rock County Board will select a preferred alternative route for the connector at a meeting in September.

Key Issues (maximum of 5):

1. The attached map indicates the locations of the alternative routes.
2. The No Build Alternative will use existing Prairie Ave, Cranston Rd and Shopiere Road and would not remove traffic from local streets or improve interstate access and is not desirable to the City.
3. Alternative 2 would improve Philhower Road and add a new connection to CTH S. This redirects traffic too far north from the Prairie Avenue Business Corridor to be beneficial to the City and is not desirable to the City.
4. Alternatives 1A-1D (Inman Parkway Extension) closely follows the corridors that are officially mapped by the city in 1970 (Prairie Ave to Creek Road) and 2004 (Creek Road – Shopiere Road).
5. Alternatives 1A-1D provides the most direct linkage between CTH G and CTH S and has the greatest benefits to the northeast business corridor and diverts traffic from local streets.
6. The existing intergovernmental agreement between Rock County and the City for this connector has the City paying one third the local share of the improvement costs and is based on the Inman Parkway Extension.

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

1. **Develop a high quality community through the responsible stewardship and enhancement of City resources to further Beloit's resurgence as a gem of the Rock River Valley.**
 - This project will enhance the quality of life in Beloit by improving the interstate connectivity to the northeast side of the City and by removing traffic from local streets.

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**
By selecting Alternative 1A-1D less fuel will be used by motorists since it is the most direct route to I39/90.
- **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**
By selecting Alternative 1A-1D, the most direct route I39/90, more people will use this corridor. The improved access to the interstate will better serve existing businesses in the north Prairie Avenue corridor and existing business in the town of Turtle and Town of Beloit by providing better access to major transportation corridors.

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

Action required/Recommendation:

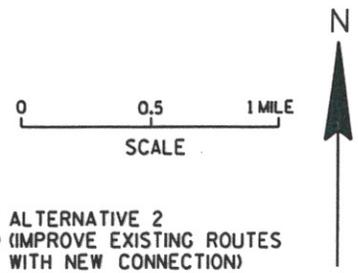
The Engineering Division recommends approving a resolution selecting Alternative 1A-1D, Inman Parkway Extension, as the City's preferred connector between CTH G and CTH S.

Fiscal Note/Budget Impact:

Adequate funding of \$111,700 was appropriated for this project in the 2012 Capital Improvement Plan budget.

INMAN PARKWAY ALIGNMENT ALTERNATIVES

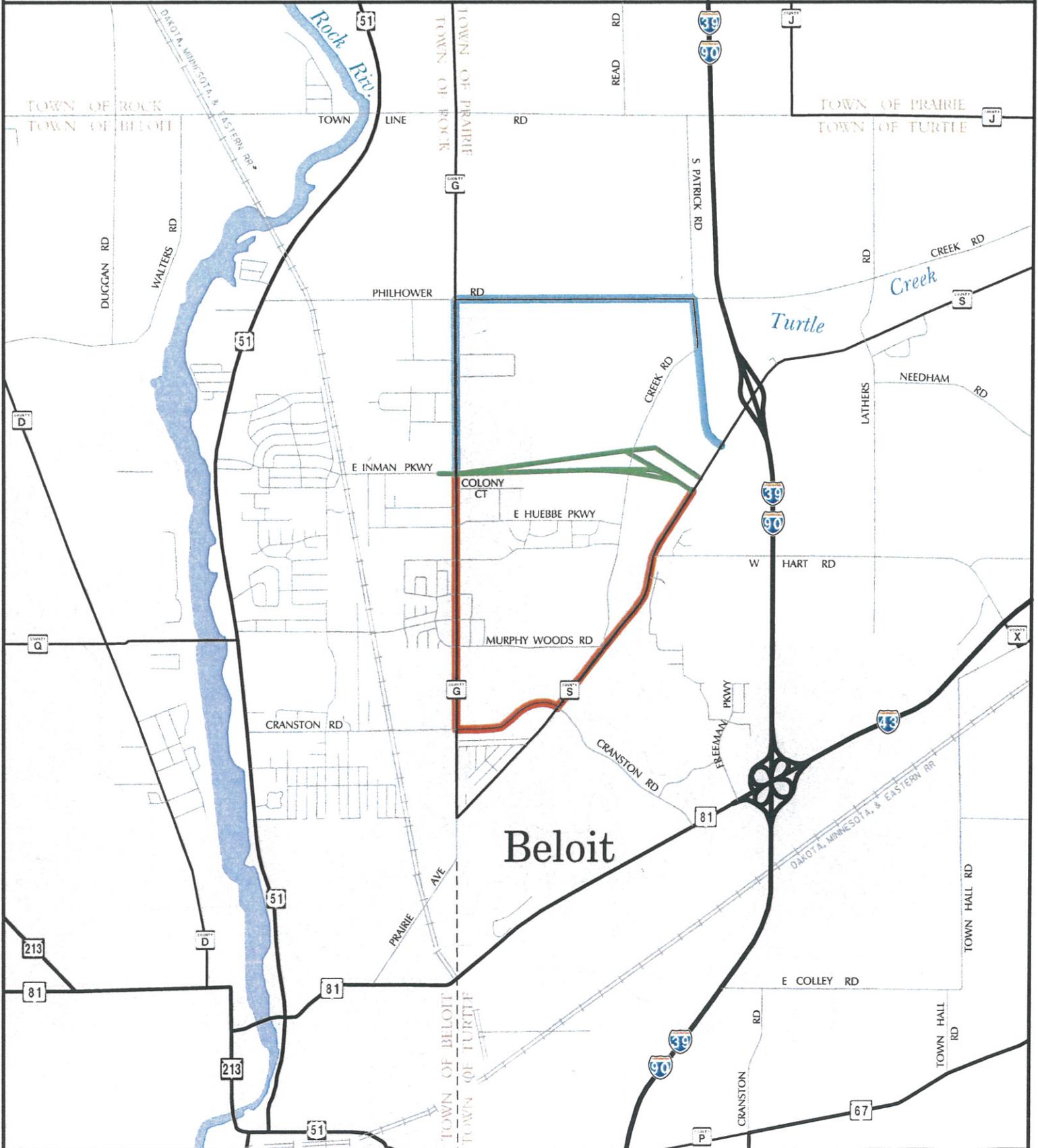
PROJECT ID: 5989-05-21



 NO BUILD ALTERNATIVE
(EXISTING ROUTES)

 ALTERNATIVES 1A THRU 1D
(INMAN PARKWAY EXTENSION)

 ALTERNATIVE 2
(IMPROVE EXISTING ROUTES
WITH NEW CONNECTION)



**RESOLUTION
AWARDING CLASSIFICATION AND COMPENSATION STUDY
AND PAY PLAN DEVELOPMENT CONTRACT**

WHEREAS, the City's current position classification, compensation study, and pay plan was completed in 1997, and;

WHEREAS, since that time numerous changes have occurred within the City's organization and departments that have affected individual job responsibilities and requirements including the most recent change with Wisconsin Act 10 essentially eliminating collective bargaining among a large portion of the workforce, and;

WHEREAS, in order to maintain a competitive classification and compensation plan in today's economic environment an evaluation and analysis of the City's current position classification, compensation study, and pay plan in necessary to ensure both internal and external equity among the positions, and;

WHEREAS, the adopted budget for 2012 provides sufficient funding and an appropriation for the completion of this study, and;

WHEREAS, proposal specifications were developed by the Director of Human Resources and distributed to qualified consultants, and;

WHEREAS, the study will complete a comprehensive review of the City's current classification and compensation plan and develop or revise the current pay plan to cover all non-represented employees, and;

WHEREAS, four competitive proposals were received and evaluated by the review committee, the successful proposal being from McGrath Consulting Group, Inc., and;

WHEREAS, McGrath, Inc. is a qualified bidder.

THEREFORE BE IT IS RESOLVED, that the Classification and Compensation Study and Pay Plan Development contract, be, and hereby is, awarded to McGrath, Inc., in the amount of \$14,980.00:

AND IT IS FURTHER RESOLVED, that the amount of \$14,980.00, be, and hereby is, funded as follows: Human Resource – Contracted Professional Services account - 01611500.5240

Dated at Beloit, Wisconsin this 20th day of August 2012.

City Council of the City of Beloit

Charles M. Haynes, President

ATTEST:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Award of Contract for comprehensive classification and compensation study and pay plan development.

Date: August 20, 2012

Presenter(s): Paul York
Finance & Administrative Services Director

Department(s): Finance and Administrative Services

Overview/Background Information:

The City's current pay plan was established in 1998 for approximately 89 positions covering 100 non-represented employees. Due to the legislative changes in collective bargaining laws, our local AFSCME unions chose to decertify. The City must now include an additional 70 positions covering over 155 former union employees in the new or revised pay plan. This study will perform an analysis of and make recommendations to the existing pay and position classification plan for non-represented employees. It will also include an evaluation of salary and fringe benefit levels and a review of and recommendation on a rewarding employee performance.

Key Issues (maximum of 5):

1. Four (4) bids were received for this project: McGrath, Inc. - \$14,980; Public Administration Associates, LLC. - \$23,500; Bjorklund Compensation Consulting, LLC. - \$35,200; and Springsted, Inc. - \$45,625.
2. The job evaluation committee met with and interviewed all the consultants except for Bjorklund Compensation Consulting.
3. McGrath, Inc. was selected to complete the study.
4. The costs for this project include all consultant travel expenses, time, materials, and all other expenses.

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 #1.

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

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

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

Action required/Recommendation:

The Human Resource division recommends awarding this contract to McGrath, Inc. in the amount of \$14,980.

Fiscal Note/Budget Impact:

The City of Beloit Human Resource division has the available funds to cover the complete cost of this study in the 2012. Budget appropriation is not needed for 2013.

**RESOLUTION AUTHORIZING AN AGREEMENT WITH BELOIT COLLEGE FOR
THE OPERATION OF THE CITY'S PUBLIC, EDUCATIONAL AND
GOVERNMENTAL CABLE TELEVISION ACCESS CHANNEL AND STUDIO**

WHEREAS, for several years the city has contracted with Beloit College for the purpose of operating the city's Public, Educational and Governmental ("PEG") access channel and studio with Charter Cable Partners, LLC in accordance with Wisconsin Statutes Section 66.0420; and,

WHEREAS, the contract with the college expires on December 31, 2012; and,

WHEREAS, the city desires to continue its contractual relationship with the college for the operation of the PEG studio and channel for the next five years beginning on January 1, 2013 and ending December 31, 2017; and,

WHEREAS, a copy of the PEG Access Agreement is attached as a part of this Resolution; and,

WHEREAS, the city agrees to compensate the college in accordance with section eight (8) of the Agreement; and,

WHEREAS, the city agrees to provide funding in an amount not to exceed \$20,000 per year for the repair or replacement of equipment needed to operate the PEG Access studio and channel in accordance with section nine (9) of the Agreement; and,

WHEREAS, annual funding for the Agreement is subject to appropriation and availability of funds as is provided for in section ten (10) of the Agreement.

NOW THEREFORE BE IT RESOLVED, that the City Manager is authorized to enter into a PEG Access Agreement with Beloit College for the purpose of operating the city's PEG access studio and channel.

Dated at Beloit, Wisconsin, this 20th day of August 2012.

Charles M. Haynes, City Council President

ATTEST:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: PEG Access Agreement with Beloit College

Date: August 20, 2012

Presenter(s): Paul York

Department(s): Finance and Administrative Services

Overview/Background Information: For several years the City has contracted with Beloit College to operate its Public, Educational and Governmental (“PEG”) access cable television channel and studio. Wisconsin Statutes Section 66.0420 and, the franchise granted to Charter Cable Partners, LLC, by the State of Wisconsin for the purpose of operating a cable television system within the City provides the City the authority to operate a PEG channel. The Agreement the City has with the college was for 5 years and it expires on December 31, 2012. Both the City and the College desire to continue the agreement under the same basic terms and conditions for an additional five years beginning January 1, 2013 and ending December 31, 2017. A copy of the proposed Agreement is attached as part of this report.

Key Issues (maximum of 5):

1. The Agreement with Beloit College to operate the City’s PEG cable television access channel and studio expires December 31, 2012.
2. Both the City and College desire to extend the Agreement for an additional 5 years beginning January 1, 2013.
3. The Agreement provides for continuation of the same basic terms and conditions of the current contract during the extended contract period.

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

Goal #4 - Collaborate with other jurisdictions and organizations to foster effective and efficient service delivery, reducing cost for taxpayers and stimulating regional prosperity. **The PEG channel is used to broadcast City Council meetings to the public as well as offering programming opportunities to those that may have a desire or interest to make available to city residents television programming of local interest.**

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

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

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

Action required/Recommendation: Staff recommends Council approval of the PEG Access Agreement with Beloit College.

Fiscal Note/Budget Impact: Funding will be included in the budget for the cost of providing these services.

PEG ACCESS AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2012, by and between the City of Beloit, a Wisconsin municipal corporation (“City”), and the Board of Trustees of Beloit College, a Wisconsin non-profit corporation (“College”).

WHEREAS, in accordance with Wisconsin Statutes Section 66.0420, the State of Wisconsin has granted a franchise to Charter Cable Partners, LLC, for the purpose of operating a cable television system within the City; and

WHEREAS, Wisconsin Statutes Section 66.0420 provides for the City to have a Public, Educational and Governmental (“PEG”) Access Channel; and

WHEREAS, the City previously contracted the operation of the PEG Access Channel to the College and said contract with the College expires on December 31, 2012; and

WHEREAS, the City and the College wish to continue the contract with the College to operate the City’s PEG Access Channel in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. The City assigns the PEG Access Channel to the exclusive control of the College. The College accepts the assignment, subject to the provisions of this Agreement and Wisconsin Statutes Section 66.0420 and any amendments thereto.
2. The College agrees to abide by all applicable provisions of Wisconsin Statutes Section 66.0420 and any amendments thereto.
3. The College will maintain records adequate for the City to ascertain whether all restrictions and requirements regarding the PEG Access Channel are being met. These records

shall include, but not be limited to, a detailed log of all programs aired on the PEG Access Channel, a request form for each program signed by the initiator of the program, forms signed by each equipment user, and detailed records of all donations and contributions of time, money and materials received by the College for use in connection with the PEG Access Channel.

4. The College will file semi-annual reports with the City. Each report will include a list of all programs aired on the PEG Access Channel, including a record of “original locally produced programming,” a list of all financial and other contributions received, and a detailed record of the number of hours of use of the PEG Access Channel studio and equipment.

5. The final semi-annual report will include a summary of activities; a record of hours of programming, including a breakdown of “original locally produced programming”; a summary of hours of use; and a financial accounting of all moneys received and expended toward the operation of the PEG Access Channel.

6. In the event that Charter Cable Partners, LLC discontinues providing cable television service, neither the City nor the College shall have any further obligation to perform this contract; provided, however, that the College shall return the television equipment purchased during the term of this Agreement to the City. Upon successful completion of this contract period, the City will convey to the College ownership of all of the television equipment provided by the City to the College during the term of this Agreement. The College agrees not to use this equipment or equipment previously conveyed to the College by the City under previous agreements for commercial purposes.

7. The City will provide equipment to the College for its use in the coverage of City Council and other governmental meetings.

8. The City will provide annual support to the College for use in the operation of the PEG Access Channel in the following amounts:

<i>Year</i>	<i>Amount</i>
2013	\$43,900,
2014	\$45,200,
2015	\$46,500,
2016	\$47,800,
2017	\$49,100.

The annual support payment will be made in two equal installments. The first installment payment will be made immediately after the City receives the first semi-annual report for the year. The second installment payment will be made after the City receives the final semi-annual report for the year.

9. The City will make available such amounts as may be necessary to replace or repair the equipment covered by this Agreement in an amount not to exceed \$20,000 per year to be used for the PEG Access Channel. The College will provide the City with a complete inventory of all equipment purchased and copies of invoices detailing each piece of equipment.

10. Appropriation/Non-Appropriation of Funds. The City reasonably believes that sufficient funds can be obtained to make all payments during the contract term. It is the City's intent to make the payments for the full term if funds are legally available therefore. In the event that no funds or insufficient funds are appropriated and budgeted for payments due under this contract, the City shall, no less than thirty (30) days prior to the beginning of such applicable fiscal period, in writing, notify the College of such occurrence. This contract shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which

appropriations were made without penalty, liability or expense to the City of any kind, except that any funds appropriated and budgeted for payment of this contract shall be paid to the College. In the event of such termination, the College shall be entitled to retain all public access studio equipment purchased pursuant to this contract or prior contracts between the City and the College.

11. The College will support the PEG Access Channel for a minimum of five (5) years beginning January 1, 2013 and ending December 31, 2017. This support must include, but is not limited to:

- a. Provision of an Access Coordinator from the staff of the College.
- b. Maintenance of all equipment.
- c. Replacement of equipment as needed.
- d. Provision of a Public Access Studio and its production facilities, open to all City residents.

Use of the Public Access channel airtime is for anyone who presents a legal program. First priority will be given to City residents; second priority to those in the Beloit service area of Charter Cable Partners, LLC; and third priority to all others.

- e. Satisfaction of all requirements detailed in Wisconsin Statutes Section 66.0420 .

12. If the College fails to provide the support as detailed above for the five-year period beginning January 1, 2013 and ending December 31, 2017, the College will return to the City, in good working order, all equipment purchased with the funds outlined in Section 9 above. The College will also refund to the City the sum representing the current year's annual support payment.

13. The College will provide, at no additional cost to the City, live coverage of all regular, and upon request, all special City Council meetings and rebroadcast them a minimum of two times between meetings.

14. The College may utilize equipment acquired in support of the PEG Access Channel in its educational programs to assist its students in developing television production and programming, but not to the extent that it prevents the utilization of the equipment and studio for public access program production.

15. Any interested City resident shall be trained by the College in the use of television equipment provided or acquired under this and previous Agreements, and, once technically qualified, shall be allowed to use the equipment and the Public Access Studio on a nondiscriminatory basis. No one shall be refused access to training or use of the equipment or studio because of sex, race, color, religion, marital status, disability, sexual orientation, national origin, ancestry, or age.

16. The College will maintain studio use and programming guidelines acceptable to the City, which include scheduling and user responsibilities, including, but not limited to, copyright, equipment damage, and slander and libel contingencies. A copy of studio use guidelines and all subsequent amendments thereto shall be provided to the City.

17. The College will assume full responsibility for the administration and operation of the PEG Access Channel and Studio. This will include, but not be limited to, user training, program production, program scheduling, program playback, program publicity, and publicity about the availability of the studio and equipment.

18. The College shall indemnify and hold the City harmless from any liability arising out of the acts or omissions of the College, its employees and agents, in connection with the

operation of the PEG Access Channel.

19. The College agrees to obtain a policy of commercial general public liability insurance with limits of not less than \$1,000,000. The commercial general public liability insurance will include protection for:

- a. Bodily injury and property damage liability arising from premises, operations, products and completed operations.
- b. Contract liability coverage for this contract and related contracts, including subcontracts.
- c. Coverage for personal and advertising injury.

In addition, the College shall provide worker's compensation insurance within statutory limits set by the State of Wisconsin. The College shall provide the City with a certificate of insurance naming the City as an additional insured. The certificate shall require the insurer to give the City thirty (30) days advance notice of any cancellation or change in coverage.

20. The College agrees that the Public Access Studio and public access equipment will be available during normal daytime hours. The College will also have the studio and equipment available periodically during evenings and weekends to maximize public use and participation.

21. Any program produced through the Public Access Studio by the College shall be intended to be cablecast on the PEG Access Channel.

22. If the College shall default under the provisions of its obligations under this Agreement, then the City shall give the College notice of the claimed default and the College shall have 30 days to correct the same. If the College fails to correct the same, then the City may terminate this Agreement by written notice, which shall be effective immediately upon delivery of the notice.

23. This Agreement will be in effect from January 1, 2013 until December 31, 2017.

24. This Agreement shall constitute the entire agreement between the City and the College with respect to the PEG Access Channel.

25. The College will not discriminate against any qualified employee or qualified applicant for employment because of race, religion, color, age, sex, national origin, ancestry, disability, sexual orientation, or marital status. In the letting of subcontracts, the College shall include the provisions required hereunder.

26. The College has adopted an affirmative action plan to increase in its partners, associates and employees, the representation and number of under-represented groups which have been victims of employment discrimination in all departments, job classifications and salary categories. The College agrees to use its best efforts to require its contractors to include the same provision in their subcontracts.

27. All notices required under this Agreement shall be given as follows:

To the College: Vice President for Administration and Treasurer
Beloit College
700 College Street
Beloit, WI 53511

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

(signature page to follow)

CITY OF BELOIT

By: _____
Larry N. Arft, City Manager

Attest:

By: _____
Rebecca S. Houseman, City Clerk

Approved as to Form:

By: _____
Thomas Casper, City Attorney

I hereby certify that sufficient funds are in the Treasury to meet the expense of this contract, or provision has been made to pay the liability that accrues under this contract.

By: _____
Paul E. York, Finance & Administration Director
tdh/files/12-1145/PEG Access Agr=120731 0954 (rdln)

BOARD OF TRUSTEES OF BELOIT COLLEGE

By: _____
John Nicholas, Vice President for Administration and Treasurer

Attest:

By: _____
Sandy Fordell, Assistant to Vice President for Administration and Treasurer