



**AGENDA
BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Tuesday, July 5, 2011**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDER OF THE DAY/ANNOUNCEMENTS
 - a. **Presentation of Certificates** to Landlords who completed the Landlord Training Program (Clippert)
4. PUBLIC HEARINGS
 - a. Resolution approving an amendment to the **2011 Community Development Block Grant Budget** (CDBG) and Action Plan Budget (Clippert)
 - b. Resolution approving an amendment to the **2011 HOME Budget** (Clippert)
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 June 20, 2011 (Houseman)
 - b. Resolution awarding **Public Works Contract C11-20**, Barrett Place Curb Replacement (Flesch)
 - c. Application for renewal **Class "A" Beer License** for Daniel Jon McMahon, d/b/a Dick's Tackle and Bait, 901 Bayliss Avenue (Houseman) Refer to ABLCC
7. ORDINANCES
 - a. Proposed Ordinance to repeal and recreate Section 1.13 of the Code of General Ordinances of the City of Beloit pertaining to **City Electoral Ward Boundaries** and to repeal and recreate Section 1.14 pertaining to **Polling Places** (Houseman)
1st reading, suspend rules for 2nd reading
8. APPOINTMENTS – none
9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS
10. CITY MANAGER'S PRESENTATION

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Resolution authorizing the City Manager to Enter into a **Development Agreement** with NorthStar Medical Radioisotopes, LLC (Janke)
- b. Resolution awarding **Contract C11-24**, Gantry and Gantry Plaza (Flesch)

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: June 29, 2011
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.

**RESOLUTION
APPROVING AN AMENDMENT TO THE 2011
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ACTION PLAN AND BUDGET**

WHEREAS, the City of Beloit approved a CDBG budget with \$730,000 in new grant funds and \$410,190 in program income for a total budget of \$1,140,190 in 2011 Community Development Block Grant (CDBG) funds, and

WHEREAS, the Department of Housing and Urban Development has notified the City of Beloit that the City's estimated grant award will be \$614,916, which is a decrease of \$115,084 from the budgeted amount.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Beloit, Rock County, Wisconsin hereby approves the amendment to the 2011 CDBG Budget and Action Plan to decrease the CDBG budget as indicated on the attached Exhibit A.

Adopted this 5th day of July, 2011.

CITY OF BELOIT

Kevin D. Leavy, City Council President

ATTEST:

Rebecca S. Houseman, City Clerk

Exhibit A - Proposed 2011 CDBG Budget

	Final Budget November 1,2010	CDA Recommended May 25, 2011
Public Service cap = \$144,658		
Community Action, Inc. of Rock & Walworth Counties - Supportive	\$24,625	\$24,625
Family Services - The Key: Case Management for Survivors of Domestic Violence	\$7,000	\$7,000
Family Services - Emergency Housing & Case Management for Homeless Victims of Domestic Violence	\$7,000	\$7,000
Family Services - Greater Beloit Home Companion Registry	\$20,000	\$20,000
Family Services - Homelessness Prevention and Rehousing Project	\$3,500	\$3,500
Hands of Faith - Emergency Shelter for Homeless Families	\$7,500	\$7,500
Merrill Community Center - MCC Youth and Senior Programs	\$24,625	\$24,625
NHS - Preserving Homeownership Through Foreclosure Prevention	\$15,000	\$15,000
Stateline Literacy Council - Hispanic Outreach	\$20,000	\$20,000
Voluntary Action Center - Beloit Senior Chore Service	\$7,000	\$7,000
Total Public Services	\$136,250	\$136,250
Planning and Program Administration cap = \$179,143		
Program Administration (No Application Needed)	140,000.00	140,000.00
EOHRC - Fair Housing	20,000.00	20,000.00
Total Planning and Program Administration	\$160,000	\$160,000
Code Enforcement		
Community Development Dept. - Code Enforcement / Inspection Program	236,771.00	236,771.00
Total Code Enforcement	\$236,771	\$236,771
Housing Rehabilitation		
Community Action - Merrill Housing Initiative	40,000.00	0.00
Community Development Dept. - Housing Rehabilitation Revolving Loan Program	156,979.00	81,895.00
Total Housing Rehabilitation	\$196,979	\$81,895
Total	\$730,000	\$614,916
2011 CDBG Funds Available	\$730,000	\$614,916
Surplus/Deficit	\$0	
	City Council Approved November 1,2010	CDA Recommended May 25, 2011
Estimated Program Income		
Economic Development Revolving Loan Fund	\$40,000	\$40,000
Code Enforcement	\$173,190	\$173,190
Housing Rehabilitation Revolving Loan Fund	\$120,000	\$120,000
Neighborhood Housing Services	\$77,000	\$77,000
	\$410,190	\$410,190
Total 2011 CDBG Budget	\$1,140,190	\$1,025,093



CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Public Hearing on the 2011 Community Development Block Grant (CDBG) Proposed Amendment to Budget and Annual Action Plan

Date: July 5, 2011

Presenter(s): Tom Clippert

Department: Community Development Authority

Overview/Background Information:

In November, the City Council approved the 2011 Community Development Block Grant (CDBG) budget. At the time the budget was prepared, staff estimated a 2011 grant amount of \$730,000. We were recently notified by the Department of Housing and Urban Development (HUD) that we will be receiving \$614,916. Therefore, the City must amend its 2011 CDBG budget and action plan to account for this decrease.

Key Issues (maximum of 5):

1. An Annual Plan was submitted to HUD in November of 2010 that included how the City intended to allocate its 2011 CDBG funds, which was approved by HUD. Since then, the City has received notice that its CDBG allocation will be approximately \$116,000 less than originally budgeted. This decrease in funding requires a revised budget and substantial amendment to the Annual Plan be submitted to HUD.
 2. All recommended projects are consistent with the 2010-2014 Consolidated Plan and Annual Action Plan because there are no new projects being proposed. The proposed amended budget is attached to this report.
 3. All recommended projects are eligible CDBG activities and meet one of the three national objectives.
 4. All projects will be incorporated into the 2011 Annual Action Plan which is submitted to HUD.
 5. A notice was published in the Beloit Daily News announcing the beginning of the 30-day review period and the date of the public hearing. No comments have been submitted to the Planning Department.
-

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 (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** – Not applicable
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – Not Applicable
- **Reduce dependence on activities that harm life sustaining eco-systems** – Not Applicable
- **Meet the hierarchy of present and future human needs fairly and efficiently** – The CDA has proposed funding projects which meet the present and future needs of our low and moderate income population.

Action required/Recommendation:

Consideration of the Resolution Approving an Amendment to the 2011 Community Development Block Grant (CDBG) Action Plan and Budget

Fiscal Note/Budget Impact:

Has no impact on the general fund.

Attachments:

Proposed 2011 CDBG budget, Attachment A

**RESOLUTION
APPROVING AN AMENDMENT TO THE HOME BUDGET**

WHEREAS, the City of Beloit has approximately \$147,000 in HOME Investment Partnership (HOME) Program Income, and

WHEREAS, the HOME regulations allow for the acquisition/rehabilitation/resale of properties to low and moderate income homebuyers, and

WHEREAS, the City of Beloit had a need for funds to acquire, rehab and resell a City-owned property.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Beloit, Rock County, Wisconsin allocates \$60,000 in HOME Program Income to the City of Beloit's Housing Services Division for acquisition/rehabilitation/resale activities in the City of Beloit.

Adopted this 5th day of July, 2011.

BELOIT CITY COUNCIL

Kevin D. Leavy, Council President

ATTEST:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Consideration of a resolution allowing HOME funds to be used for acquisition/rehabilitation/resale activities by the City of Beloit Housing Services Division

Date: July 5, 2011

Presenter(s): Tom Clippert

Department: Community Development

Overview/Background Information:

In July 2001, the City of Beloit, Rock County and City of Janesville formed the Rock County HOME Consortium. This allows us to receive HOME funds directly from the Department of Housing and Urban Development (HUD) similar to CDBG. In prior years, the City has allocated its HOME dollars only to homeowner rehabilitation projects. For 2011, we allocated dollars for both homeowner rehabilitation and rental rehabilitation projects.

Key Issues (maximum of 5):

1. HOME Investment Partnership Program guidelines allow HOME funds to be used for homeowner rehabilitation projects, rental rehabilitation projects, and acquisition-rehabilitation projects. Historically, the City has allocated its HOME dollars to homeowner projects only. For 2011, we added rental rehabilitation projects to our program.
2. The City has approximately \$147,000 in HOME Program Income, and these funds are required to be spent before we spend our new grant dollars.
3. Staff has requested and CDA was recommended approval of an amendment to the HOME budget to allow \$60,000 to be used for an acquisition-rehab project. We have a property we own on Christilla that was purchased through the tax foreclosure process that we were planning to rehab with City funds. The proposal is to rehab this house with City HOME funds instead.
4. There are still funds available to fund both homeowner rehab and rental rehab projects in the City of Beloit.
5. This budget amendment requires a 30-day public review. A notice was published in the Beloit Daily News, and we have not received any comments from the public.

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 (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** – Not applicable
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – Not Applicable
- **Reduce dependence on activities that harm life sustaining eco-systems** – Not Applicable
- **Meet the hierarchy of present and future human needs fairly and efficiently** – This change would allow us to provide homeowner loans, landlord loans and to rehab a house we currently own.

Action required/Recommendation:

CDA recommends approval of the proposed resolution

Fiscal Note/Budget Impact:

There is no negative fiscal or budget impact. These are existing grant dollars in the City's HOME program.

Attachments:



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
Monday, June 20, 2011

Presiding: Kevin D. Leavy
Present: Sheila De Forest, Charles Haynes, David F. Luebke, Eric Newnham, Mark Spreitzer, and James Van De Bogart
Absent: None

1. The meeting was called to order at 7:03 p.m.

2. SPECIAL ORDER OF THE DAY/ANNOUNCEMENTS

- a. Finance and Administrative Services Director Paul York presented the Government Finance Officers Association Distinguished **Budget Presentation Award** to the City of Beloit for the 2011 City of Beloit Budget. Mr. York recognized the members of the Finance Department for their work and commitment to producing a high-quality budget document. Councilor Van De Bogart asked how many cities in Wisconsin received the award, and Mr. York indicated that 22 Wisconsin cities received the award in 2009.
- b. Proclamation recognizing July as **Park and Recreation Month** was presented by Vice President Van De Bogart to Director of Parks and Leisure Services Brian Ramsey. Mr. Ramsey thanked the Council on the behalf of the Parks, Recreation and Conservation Advisory Committee and the City of Beloit Leisure Services staff. He informed the Council about some of the department's summer programs and the golf course, and he invited the Council to attend the Parks & Recreation Tour on July 13, 2011. File 7148

3. PUBLIC HEARINGS

- a. Resolution authorizing an **Exception to the Architectural Review and Landscape Code** for the property located at 1255 Park Avenue. It was noted that Plan Commission recommended approval 4-0. Community Development Director Julie Christensen reviewed the staff report and recommendation. She said that the property owner planned to remove and replace his entire parking which required compliance with the landscape code and was applying for an exception to waive the open green space requirement and landscape strip requirement. President Leavy opened and closed the public hearing without participation. Councilor Luebke moved to adopt, second by Councilor De Forest. Councilor Newnham asked if the owner had exhausted all opportunities to add landscaping without losing parking spaces. He encouraged staff to always look at alternatives for additional landscaping, and he said that there may have been opportunities for additional landscaping along the alley. He noted that he is passionate about landscaping because he had lost parking at his former restaurant several years ago to accommodate additional landscaping requirements. Ms. Christensen said that the applicant has met the hardship test. Councilor De Forest indicated that any additional landscaping would hinder traffic patterns and that the applicant did address the spirit of the Ordinance by proposing additional landscaping on an adjacent property. President Leavy said that he was comfortable with the staff recommendation. The motion carried 7-0. File 8500

4. CITIZENS' PARTICIPATION

- a. Perry Vernor, 928 Copeland Avenue, spoke about residential street parking in the Merrill Neighborhood, specifically on the 900 and 1000 blocks of Copeland Avenue. He said that currently there are two-hour parking limits and even/odd parking, and he requested that the two-hour parking regulations be removed. He noted that parking regulations near the school are not enforced and that residents tend to park wherever they want. However, he received a ticket for parking on Copeland.
- b. Gary Fields, 13826 Sundance Trail, spoke in favor of the Ordinance removing the requirement to post rental dwelling permits. He thanked Councilor De Forest for attending the Landlord's meeting and encouraged other Councilors to attend the meetings which take place on the 3rd Tuesday of the month at 7 pm at Dominico's.

Councilor Luebke left at 7:30 pm.

5. CONSENT AGENDA

Councilor De Forest requested that item c. Intergovernmental Agreement with the School District for Provision of Adult Crossing Guard Services be removed from the Consent Agenda. Councilor Van De Bogart requested that item a. Approval of the Minutes from Joint City Council/Community Development Authority Meeting and Regular Meeting of June 6, 2011 be removed from the Consent Agenda. Councilor Newnham moved to adopt, second by Councilor Haynes, and the motion carried that the Consent agenda be adopted and acted upon as required by state and local codes except items a. and c.

- b. Resolution authorizing the City of Beloit to apply for and enter into a **Grant Agreement** for the Edward Byrne Memorial Local Justice Assistance Grant (JAG) Program FY 2011 and partner with Rock County through a Regional Memorandum of Understanding was adopted. File 7947
- a. Approval of the **Minutes** of the Joint City Council/Community Development Authority Meeting of June 6 and the Regular Meeting of June 6, 2011. Councilor De Forest moved to approve, second by Councilor Spreitzer. The motion carried 5-0-1 with Councilor Van De Bogart abstaining.
- c. Resolution approving an **Intergovernmental Agreement** with the School District of Beloit for provision of Adult School Crossing Guard Services. Councilor De Forest asked for clarification regarding the cost associated with the intergovernmental agreement. She indicated that the cost to the City had remained the same from 2010 but the number of guards had increased. She asked if the School District would incur the additional costs and if the Police Department would work with the school district regarding where guards might be placed. Police Chief Norm Jacobs said that the City had a limit on the money to support the School District for the program. Chief Jacobs indicated that the School District requested more guards because of the elementary school realignment, and he indicated that the Police Department would provide assistance with location suggestions upon request. Councilor Van De Bogart moved to adopt, second by Councilor Newnham. The motion carried 6-0. File 7749

6. ORDINANCES

- a. Proposed Ordinance to amend Section 31.19 of the Code of General Ordinances of the City of Beloit pertaining to **Occupancy Limits for Licensed Premises** was given first reading. City Attorney Tom Casper explained the occupancy limit in this section was duplicative and did not serve a useful purpose. Councilor Van De Bogart moved to suspend rules for second reading, second by Councilor Spreitzer. The motion carried 6-0. Councilor De Forest moved to enact, second by Councilor Haynes. The motion carried 6-0. File 5663 Ordinance 3444
- b. Proposed Ordinance to repeal Section 14.06(5) of the Code of General Ordinance of the City of Beloit relating to the **Display of Rental Permits** was given first reading. Ms. Christensen explained that the requirement was no longer necessary because the information was now entered in the new MUNIS software system and easily accessible by City staff. Councilor Van De Bogart moved to suspend rules for second reading, second by Councilor Haynes. The motion carried 6-0. Councilor De Forest moved to enact, second by Councilor Haynes. Councilor De Forest commended City staff for being open to the concerns raised by the Landowners Association. Councilor Haynes reminded the public that this did not remove the requirement to obtain a rental dwelling permit. The motion carried 6-0. File 5130 Ordinance 3445
- c. Proposed Ordinance amending **Terrace Parking Regulations** was given first reading. Public Works Director Dave Botts said that the staff reviewed all of the terrace parking locations in the City and removed the locations where terrace parking was no longer available due to street reconstruction or other changes. Councilor De Forest moved to suspend rules for second reading, second by Councilor Newnham. The motion carried 6-0. Councilor Newnham moved to enact, second by Councilor Haynes. Councilor De Forest asked if all of the property owners of the locations with terrace parking were notified of the changes, and Mr. Botts indicated that they did notify people and that the goal of the Ordinance was not to remove parking, but to update the list so that it was accurate. The motion carried 6-0. File 7791 Ordinance 3446

7. APPOINTMENTS

President Leavy announced openings and submitted the following appointments to the City Committees, Boards, and Commissions for approval. The appointments were approved on a motion by Councilor Newnham and a second by Councilor Haynes. The motion carried 6-0.

- a. **Alcohol Beverage License Control Committee:** John Metter, term expiring June 30, 2014
File 6145

- b. **Appointment Review Committee:** Marlene Erickson, term expiring December 31, 2012, and Merlin Kenitzer, term expiring December 31, 2013. File 6261
- c. **Board of Appeals:** Randal L. Fiore, term expiring May 31, 2014 File 6130
- d. **Municipal Library Board:** Sandra L. Kincaid and John I Mitchell, terms expiring June 30, 2014. File 5991
- e. **Plan Commission:** James Faragher, term expiring April 30, 2014. File 6064
- f. **Police and Fire Commission:** Gary L. Gard, term expiring April 30, 2015. File 6114

8. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- a. Councilor Spreitzer said he had the privilege of participating in the Steve Gregg Memorial Bike Path Dedication, that he has enjoyed the City's trails and bike paths while the weather was nice, and that he enjoyed the meetings with the Janesville and South Beloit City Councils and the Beloit School Board.
- b. Councilor Newnham said that the staff and citizens did a great job on preparing for the All-America City award. He said that it is a great economic development tool, and he hoped the City would reapply for the award next year.
- c. Councilor De Forest acknowledged Parks and Recreation month and encouraged people to come to Big Hill Park. She expressed excitement about the collaborative meetings with the Janesville and South Beloit City Councils and Beloit School Board. She said that it was privilege and an honor to be part of the delegation to the All-America City Awards and thanked all the residents who attended in the delegation.
- d. Councilor Haynes commended everyone who went to the All-America City Awards in Kansas City and said that the spirit shown was amazing. He also said that he felt Beloit belonged with the cities who won.
- e. Councilor Van De Bogart said that he also enjoyed the trip to Kansas City and that everyone did a nice job. He expressed condolences to former Council member Marty Densch on the loss of his wife Colleen and expressed remorse that he could not attend the funeral. He encouraged everyone to take advantage of our wonderful summer time activities, reminded people to be careful around fireworks, and wished everyone a happy Fourth of July.
- f. President Leavy expressed condolences to Marty Densch. He said he rode his bike to the Steve Gregg Memorial Path Dedication and that he appreciated Steve Gregg's family being there. He also said that the City did a wonderful job on the dedication, the park, and the bike trail.

9. CITY MANAGER'S PRESENTATION

- a. City Manager Larry Arft presented a report on the City's participation in the **All-America City Competition**. He said the delegation was very dedicated and represented the City very well. He said the delegation received very positive feedback from the judges and the other delegations. He expressed disappointment that Beloit did not win but added that only 26 cities were selected to participate in the competition, so Beloit was in good company. He indicated that the competition is prestigious and being invited to participate is a great honor. He said that the City does not know if we will send another delegation next year but that it would be discussed in the weeks ahead. He said that it was a great experience and a great opportunity to showcase our food service industries and community pride. Councilor Spreitzer noted that he was thrilled to be a part of the delegation and that they all felt like winners. He said that he had the opportunity to meet a lot of great people from great cities and to showcase what Beloit had to offer. Councilor De Forest thanked Assistant to City Manager Beth Jacobsen and Samantha Timko for the work they did behind the scenes to make the presentation successful. Manager Arft indicated that Ms. Jacobsen was the captain of the delegation and did a wonderful job.

10. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Resolution amending the **2011 Capital Improvement Budget** for the purchase of a 500 KW Trailer Mounted Generator for use by Water Resources. Mr. Botts explained the need for the device and how and where it would be used. Councilor Haynes moved to adopt, second by Councilor Newnham. Councilor De Forest asked why this item was not included in the original CIP and if it could be shared between other municipalities. She also questioned the liability of a sewer backup exceeding the cost of the equipment and requested a list of all equipment owned by the other local municipalities. Mr. Botts indicated that it was included in a previous CIP but may have been removed for various reasons. He indicated that, while they would be able to share the equipment, it was not feasible to share in the purchase price for logistical reasons. He said that there may be safety or response time issues with sharing the cost of the equipment. Councilor Van De Bogart asked if the Town of Beloit or the City of South Beloit had a piece of equipment similar to this and if we could purchase a used generator. Mr. Botts responded that he could not say if any other area jurisdictions had this type of equipment, and he described this purchase as an insurance policy. Councilor Spreitzer asked if this could power two lift station facilities, and Mr. Botts responded that it could

but that the City had another smaller generator in the CIP to power the Turtle Creek lift station. Mr. Haynes asked what would happen if there was a failure, and Mr. Botts said that the other lift station on the west side would have to be shut down which may create residential sewage backups. Councilor Spreitzer moved that the Council lay over the item until the next meeting to look at options for a used generator or to share the equipment with another local jurisdiction. Councilor Newnham seconded, and the motion carried 6-0. File 8463

11. At 8:17 p.m. Councilor De Forest moved to adjourn the meeting, second by Councilor Spreitzer. Motion carried 6-0.

Rebecca S. Houseman, City Clerk

www.ci.beloit.wi.us

Date approved by Council:

**RESOLUTION
AWARDING CONTRACT C11-20
Barrett Place Rehabilitation**

WHEREAS, two competitive bids were received, the low bid being from E. & N. Hughes Co., and,

WHEREAS, E. & N. Hughes Co. is a qualified bidder, therefore,

IT IS RESOLVED, that Contract C11-20, Barrett Place Rehabilitation, be, and hereby is, awarded to E. & N. Hughes Co., Monroe, WI, in the following amounts:

E. & N. Hughes Co.
P.O. Box 408, N2629 Coplien Rd.
Monroe, WI 53566

Base Bid	\$ 16,690.00
Allowance for Change Orders and/or Extra Work	<u>\$ 2,310.00</u>
TOTAL PROJECT COST	\$ 19,000.00

AND IT IS FURTHER RESOLVED, that the amount of \$19,000.00, be, and hereby is, funded as follows:

P5402594-5514-2011 TIF#14 Barrett Place Rehabilitation	\$ 19,000.00
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TOTAL	\$ 19,000.00
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Dated at Beloit, Wisconsin this 5th day of July, 2011.

City Council of the City of Beloit

Kevin D. Leavy, President

ATTEST:

Rebecca S. Houseman, City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Award of Construction Contract for C11-20, Barrett Place Rehabilitation

Date: July 5, 2011

Presenter(s): David Botts, Public Works Director

Department(s): Public Works/ Engineering

Overview/Background Information:

This project will replace broken curb & gutter, and pavement slabs on Barrett Place between Fourth Street and Third Street.

Key Issues (maximum of 5):

1. Two bids were received for this project. The low bid of \$16,690.00 was from E. & N. Hughes Co. and is - 4.2% less than the engineer's estimate of \$17,421.00.
2. E. & N. Hughes Co. is considered a responsible bidder for this project.
3. The costs for this project are as follows: \$16,690.00 for construction, \$ 2,310.00 for Change Orders or extra work, for a total of \$19,000.00.
4. No properties will be special assessed for this project.

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 appearance and quality of ride and improving pedestrian safety on these streets while lowering street maintenance costs.

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

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

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

Action required/Recommendation:

The Engineering Division recommends awarding this Public Works Contract to E. & N. Hughes Co. in the amount of \$16,690.00.

Fiscal Note/Budget Impact:

Funds are available.

CITY OF BELOIT

DEPARTMENTAL CORRESPONDENCE

TO: Mike Flesch
FROM: Andy Hill, Project Engineer 
DATE: June 23, 2011
SUBJECT: Bid Results for Contract C11-20
Barrett Place Rehabilitation

Pursuant to advertisements placed June 8 and June 15, bids were received until 2:00 PM on June 23 for the Barrett Place Rehabilitation. A tabulation of bids is attached.

Two bids were received for this project as follows:

1. E. & N. Hughes Co.	Monroe, WI	\$ 16,690.00	*Low Bid*
2. Rock Road Companies, Inc.	Janesville, WI	\$ 19,820.83	+ 18.8%
Engineer's Estimate		\$ 17,421.00	

Upon review of the Contractor's Proof of Responsibility Statement, E. & N. Hughes Co. is determined to be a responsible bidder.

I recommend that the contract be awarded to E. & N. Hughes Co. of Monroe, WI. The following is a breakdown of the proposed project cost:

COSTS

E. & N. Hughes Co. Base Bid	\$ 16,690.00
Allowance for Change Orders and/or Extra Work	\$ <u>2,310.00</u>
TOTAL PROJECT COST	\$ 19,000.00

PROJECT INFORMATION

This project will replace broken curb & gutter, and pavement slabs on Barrett Place between Fourth Street and Third Street.

Tabulation of Bids

Contract C11-20

Barrett Place Rehabilitation

Bids Opened June 23, 2:00 PM

Item No.	Bid Item Description	Quantity	Unit	Engineer's Estimate		E. & N. Hughes Co. Monroe, WI		Rock Road Companies, Inc. Janesville, WI	
				Price	Extended	Price	Extended	Price	Extended
1	Remove and Replace Curb & Gutter, Base Stone, and Sod Lawn Restoration	186	LF	\$60.00	\$11,160.00	\$47.00	\$8,742.00	\$59.00	\$10,974.00
2	Remove and Replace 8" Thick Doweled PCC and Base Stone	629	SF	\$9.00	\$5,661.00	\$12.00	\$7,548.00	\$13.27	\$8,346.83
3	Traffic Control	1	L.S.	\$600.00	\$600.00	\$400.00	\$400.00	\$500.00	\$500.00
TOTAL PROPOSAL				\$17,421.00		\$16,690.00		\$19,820.83	

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7-1-11 ending: 6-30-12
(MM DD YYYY) (MM DD YYYY)

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

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

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code
McMahon Daniel Jan 1709 Chapman Ave Beloit WI 53511

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company

Address of Corporation/Limited Liability Company (if different from licensed premises)

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member			
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent			
Directors/Managers			

C. 1. Trade Name Dick's Tackle + Bait Business Phone Number 608 365-8712

2. Address of Premises 901 Bayliss Ave Post Office & Zip Code Beloit WI 53511

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers? Yes No

4. 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.) One story building with storage in back

5. Legal description (omit if street address is given above): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ... Yes No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ... Yes No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Yes No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No

9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? [phone (608) 266-2776] ... Yes No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ... Yes No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ... Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 2nd day of June, 20 11

John J. Ahrens
(Clerk/Notary Public)

My commission expires 12-11-11

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6-22-11</u>	Date reported to council/board <u>7-5-11</u>	Date license granted <u>7-18-11</u>
License number issued <u>NA</u>	Date license issued	Signature of Clerk / Deputy Clerk

Applicant's Wisconsin Seller's Permit Number: <u>456-0000580653-02</u>	
Federal Employer Identification Number (FEIN): <u>39-1619443</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Wholesale beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	<u>\$50 Pd 6-22-11</u>
TOTAL FEE	\$

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND RECREATE SECTION 1.13 OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF БЕЛОIT PERTAINING TO CITY ELECTORAL WARD BOUNDARIES AND TO REPEAL AND RECREATE SECTION 1.14 PERTAINING TO POLLING PLACES

WHEREAS, the population of the City of Beloit has been determined by the Decennial Federal Census; and

WHEREAS, the 2010 federal census has determined the population of the City of Beloit to be 36,966; and

WHEREAS, the Board of Supervisors for Rock County, Wisconsin, did, within 60 days after the population for Rock County became available, adopt and transmit to the City Clerk of the City of Beloit, a Tentative County Supervisory District Plan, which was adopted by the County on May 12, 2011 and received by the City Clerk on May 13, 2011; and

WHEREAS, the Tentative County Supervisory District Plan provides for 29 supervisory districts in Rock County and proposes to assign part of two (2) supervisory districts and all of six (6) supervisory districts to the City of Beloit; and

WHEREAS, section 5.15(2)(b)(3) of the Wisconsin Statutes requires that the City of Beloit establish wards which contain not less than 600 nor more than 2,100 inhabitants; and

WHEREAS, consideration has been given to census block statistics and the convenience of voters residing in various proposed wards; and

WHEREAS, consideration has been given to the legal requirements that wards be kept compact and contiguous and that the boundaries of the wards observe the community of interest of existing neighborhoods; and

WHEREAS, consideration has been given to the tentative plan submitted by the Board of Supervisors for Rock County, Wisconsin, pursuant to Section 59.10(3) of the Wisconsin Statutes.

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

Section 1. Section 1.13 of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:

“1.13 CITY ELECTORAL WARD BOUNDARIES. The City of Beloit shall be and hereby is divided into twenty-four (24) wards and eight (8) supervisory districts. Said ward and supervisory district boundaries are shown on a map which is incorporated herein and shall be on file in the Office of the City Clerk and are described herein as follows:

(1) Ward 1 (Supervisory District 11) Census Block Numbers:

551050021001008	551050021001046	551050021001066	551050022002031
551050021001010	551050021001048	551050021001067	551050022002046
551050021001012	551050021001050	551050021001068	551050022002049
551050021001020	551050021001051	551050021001069	551050022002051
551050021001024	551050021001052	551050021001070	551050022002056
551050021001025	551050021001056	551050021001075	551050022002057
551050021001028	551050021001057	551050022002019	551050022002067
551050021001030	551050021001058	551050022002020	551050022002068
551050021001033	551050021001059	551050022002022	551050022002069
551050021001034	551050021001060	551050022002023	551050022002073
551050021001042	551050021001063	551050022002025	
551050021001044	551050021001064	551050022002030	

(2) Ward 2 (Supervisory District 17) Census Block Numbers:

551050021001031	551050021001073	551050021002007	551050022001011
551050021001035	551050021001074	551050021002008	551050022001012
551050021001036	551050021002002	551050021002009	551050022001013
551050021001037	551050021002003	551050021002010	551050022001014
551050021001038	551050021002004	551050021002011	551050022001015
551050021001071	551050021002005	551050021002012	551050022001016
551050021001072	551050021002006	551050021002013	

(3) Ward 3 (Supervisory District 17) Census Block Numbers:

551050020001000	551050020001012	551050021003003	551050021003015
551050020001001	551050020001013	551050021003004	551050021003016
551050020001002	551050020001014	551050021003005	551050021003017
551050020001003	551050020001015	551050021003006	551050021003018
551050020001004	551050020001016	551050021003007	551050022001003
551050020001005	551050020001017	551050021003008	551050022001004
551050020001006	551050020001018	551050021003009	551050022001005
551050020001007	551050020001019	551050021003010	551050022001009
551050020001008	551050020001020	551050021003011	551050022001017
551050020001009	551050020001021	551050021003012	551050022001018
551050020001010	551050020002000	551050021003013	551050022001022
551050020001011	551050020002001	551050021003014	551050022001023

551050022001024	551050022001026	551050022001028
551050022001025	551050022001027	551050022001029

(4) Ward 4 (Supervisory District 17) Census Block Numbers:

551050020001022	551050020001035	551050020002014	551050020002032
551050020001023	551050020001036	551050020002015	551050020002033
551050020001024	551050020002002	551050020002016	551050020002034
551050020001025	551050020002003	551050020002017	551050020002043
551050020001026	551050020002004	551050020002018	551050020002045
551050020001027	551050020002005	551050020002019	551050022001032
551050020001028	551050020002006	551050020002020	551050022001035
551050020001029	551050020002007	551050020002021	551050022001039
551050020001030	551050020002008	551050020002022	551050022001043
551050020001031	551050020002009	551050020002023	551050022001046
551050020001032	551050020002010	551050020002024	
551050020001033	551050020002011	551050020002025	
551050020001034	551050020002012	551050020002031	

(5) Ward 5 (Supervisory District 16) Census Block Numbers:

551050016002007	551050020002013	551050020002039	551050020002053
551050016002008	551050020002026	551050020002040	551050020002054
551050016002018	551050020002027	551050020002041	551050020002055
551050016002019	551050020002028	551050020002042	551050020002056
551050016004002	551050020002029	551050020002047	551050020002057
551050016004003	551050020002030	551050020002048	551050020002058
551050016004010	551050020002035	551050020002049	551050020002059
551050016004011	551050020002036	551050020002050	551050020002060
551050016004016	551050020002037	551050020002051	
551050016004017	551050020002038	551050020002052	

(6) Ward 6 (Supervisory District 16) Census Block Numbers:

551050016002009	551050016002016	551050016004006	551050016004015
551050016002010	551050016002017	551050016004007	551050016004018
551050016002011	551050016002020	551050016004008	551050016004019
551050016002012	551050016004000	551050016004009	551050016004020
551050016002013	551050016004001	551050016004012	
551050016002014	551050016004004	551050016004013	
551050016002015	551050016004005	551050016004014	

(7) Ward 7 (Supervisory District 16) Census Block Numbers:

551050015002034	551050015002045	551050016001010	551050016003007
551050015002035	551050015002046	551050016001011	551050016003008
551050015002036	551050015002047	551050016001012	551050016003009
551050015002037	551050016001000	551050016003000	551050016003010
551050015002038	551050016001001	551050016003001	551050016003011
551050015002039	551050016001002	551050016003002	551050016003012
551050015002040	551050016001006	551050016003003	551050016003013
551050015002042	551050016001007	551050016003004	551050016003014
551050015002043	551050016001008	551050016003005	
551050015002044	551050016001009	551050016003006	

(8) Ward 8 (Supervisory District 12) Census Block Numbers:

551050016001003	551050016002003	551050017002035	551050017003017
551050016001004	551050016002004	551050017002036	551050017003018
551050016001005	551050016002005	551050017002037	551050017003019
551050016002000	551050016002006	551050017002038	551050017003020
551050016002001	551050017002033	551050017002039	
551050016002002	551050017002034	551050017002040	

(9) Ward 9 (Supervisory District 12) Census Block Numbers:

551050017002009	551050017002022	551050017002031	551050017003011
551050017002010	551050017002023	551050017002032	551050017003012
551050017002011	551050017002024	551050017003003	551050017003013
551050017002012	551050017002025	551050017003004	551050017003014
551050017002017	551050017002026	551050017003005	551050017003015
551050017002018	551050017002027	551050017003007	551050017003016
551050017002019	551050017002028	551050017003008	
551050017002020	551050017002029	551050017003009	
551050017002021	551050017002030	551050017003010	

(10) Ward 10 (Supervisory District 12) Census Block Numbers:

551050017001018	551050017001037	551050017002007	551050017003006
551050017001019	551050017001038	551050017002008	551050021001062
551050017001020	551050017002000	551050017002013	551050021002000
551050017001021	551050017002001	551050017002014	551050021002001
551050017001022	551050017002002	551050017002015	551050021003000
551050017001023	551050017002003	551050017002016	551050021003001
551050017001024	551050017002004	551050017003000	551050021003002
551050017001025	551050017002005	551050017003001	551050021003019
551050017001026	551050017002006	551050017003002	

(11) Ward 11 (Supervisory District 13) Census Block Numbers:

551050017001006	551050017001017	551050017001036	551050017001048
551050017001008	551050017001027	551050017001039	551050017001049
551050017001009	551050017001028	551050017001040	551050017001050
551050017001010	551050017001029	551050017001041	551050017001051
551050017001011	551050017001030	551050017001042	551050017001052
551050017001012	551050017001031	551050017001043	551050017001053
551050017001013	551050017001032	551050017001044	551050017001054
551050017001014	551050017001033	551050017001045	551050017001055
551050017001015	551050017001034	551050017001046	551050017001056
551050017001016	551050017001035	551050017001047	551050017001057

(12) Ward 12 (Supervisory District 13) Census Block Numbers:

551050015001000	551050018004002	551050018004015	551050023001008
551050015001002	551050018004003	551050018004016	551050023001009
551050015001003	551050018004004	551050018004017	551050023001010
551050015001012	551050018004005	551050018004018	551050023001017
551050018001006	551050018004006	551050018004019	551050023001018
551050018001007	551050018004007	551050018004020	551050023001021
551050018001008	551050018004008	551050018004021	551050023001022
551050018001009	551050018004009	551050018004022	551050023001023
551050018002008	551050018004010	551050018004023	551050023001024
551050018002009	551050018004011	551050018004024	551050023001025
551050018002010	551050018004012	551050018004025	551050023001026
551050018004000	551050018004013	551050018004026	551050023002015
551050018004001	551050018004014	551050018004027	551050023002016

(13) Ward 13 (Supervisory District 13) Census Block Numbers:

551050018002011	551050018002019	551050018003002	551050018003008
551050018002012	551050018002020	551050018003003	551050018003009
551050018002013	551050018002021	551050018003004	551050018003010
551050018002014	551050018002022	551050018003005	551050018003011
551050018002017	551050018003000	551050018003006	551050018003019
551050018002018	551050018003001	551050018003007	551050026013030

(14) Ward 14 (Supervisory District 13) Census Block Numbers:

551050018001000	551050018001004	551050018001012	551050018001016
551050018001001	551050018001005	551050018001013	551050018001017
551050018001002	551050018001010	551050018001014	551050018001018
551050018001003	551050018001011	551050018001015	551050018001019

551050018001020	551050018002015	551050026013032	551050026013042
551050018001021	551050018002016	551050026013033	551050026013043
551050018002000	551050023002017	551050026013034	551050026013044
551050018002001	551050023002018	551050026013035	551050026013045
551050018002002	551050023002024	551050026013036	551050026013046
551050018002003	551050023002025	551050026013037	551050026013047
551050018002004	551050023002026	551050026013038	551050026013048
551050018002005	551050023002027	551050026013039	
551050018002006	551050026013007	551050026013040	
551050018002007	551050026013031	551050026013041	

(15) Ward 15 (Supervisory District 14) Census Block Numbers:

551050023002006	551050025002008	551050026012029	551050026012041
551050025002000	551050025002009	551050026012030	551050026012042
551050025002001	551050025002010	551050026012032	551050026012043
551050025002002	551050025002011	551050026012033	551050026012045
551050025002003	551050026012015	551050026012034	551050026012047
551050025002004	551050026012018	551050026012036	551050026012048
551050025002005	551050026012021	551050026012037	551050026013025
551050025002006	551050026012026	551050026012038	551050026013026
551050025002007	551050026012028	551050026012039	551050026013027

(16) Ward 16 (Supervisory District 15) Census Block Numbers:

551050015001001	551050015001014	551050015002032	551050015002055
551050015001004	551050015001015	551050015002033	551050015002056
551050015001005	551050015001016	551050015002041	551050015002057
551050015001006	551050015001017	551050015002048	551050015002058
551050015001007	551050015001018	551050015002049	551050015002059
551050015001008	551050015002027	551050015002050	551050015002060
551050015001009	551050015002028	551050015002051	551050015002061
551050015001010	551050015002029	551050015002052	551050015002062
551050015001011	551050015002030	551050015002053	551050018003020
551050015001013	551050015002031	551050015002054	551050019001034

(17) Ward 17 (Supervisory District 15) Census Block Numbers:

551050018003012	551050018003018	551050019001005	551050019001011
551050018003013	551050019001000	551050019001006	551050019001012
551050018003014	551050019001001	551050019001007	551050019001013
551050018003015	551050019001002	551050019001008	551050019001014
551050018003016	551050019001003	551050019001009	551050019001015
551050018003017	551050019001004	551050019001010	551050019001016

551050019001027	551050019001029	551050019001033
551050019001028	551050019001032	

(18) Ward 18 (Supervisory District 15) Census Block Numbers:

551050015002002	551050015002017	551050019001025	551050019002012
551050015002003	551050015002018	551050019001026	551050019002013
551050015002004	551050015002019	551050019001030	551050019002014
551050015002005	551050015002020	551050019001035	551050019002015
551050015002006	551050015002021	551050019001036	551050019002016
551050015002007	551050015002022	551050019001037	551050019002017
551050015002008	551050015002023	551050019001038	551050019002018
551050015002009	551050015002024	551050019001039	551050019002019
551050015002010	551050015002025	551050019002004	551050019002020
551050015002011	551050015002026	551050019002005	551050019002021
551050015002012	551050019001017	551050019002007	551050019002022
551050015002013	551050019001018	551050019002008	551050019002023
551050015002014	551050019001019	551050019002009	551050019002024
551050015002015	551050019001022	551050019002010	551050019002025
551050015002016	551050019001023	551050019002011	551050026022121

(19) Ward 19 (Supervisory District 14) Census Block Numbers:

551050023001030	551050025001012	551050025001027	551050026012004
551050023001031	551050025001013	551050025001028	551050026012005
551050023001033	551050025001014	551050025001029	551050026012006
551050023002001	551050025001015	551050025001030	551050026012007
551050023002002	551050025001023	551050025001031	551050026012008
551050025001009	551050025001024	551050026012000	551050026012009
551050025001010	551050025001025	551050026012001	551050026012013
551050025001011	551050025001026	551050026012003	551050026012014

(20) Ward 20 (Supervisory District 11) Census Block Numbers:

551050024001027	551050025001002	551050025001006	551050025001019
551050024002023	551050025001003	551050025001007	551050025001020
551050025001000	551050025001004	551050025001008	551050025001021
551050025001001	551050025001005	551050025001018	551050025001022

(21) Ward 21 (Supervisory District 6) Census Block Numbers:

551050024001008	551050024001011	551050024001014	551050024001018
551050024001009	551050024001012	551050024001015	551050024001026
551050024001010	551050024001013	551050024001016	551050026011004

551050026011005	551050026011020	551050026011037	551050026011043
551050026011015	551050026011029	551050026011038	551050026011044
551050026011016	551050026011033	551050026011039	551050026012010
551050026011017	551050026011034	551050026011040	551050026012011
551050026011018	551050026011035	551050026011041	551050026012012
551050026011019	551050026011036	551050026011042	

(22) Ward 22 (Supervisory District 14) Census Block Numbers:

551050026013000	551050026013014	551050026013029	551050026022096
551050026013001	551050026013015	551050026013049	551050026022097
551050026013003	551050026013016	551050026013050	551050026022098
551050026013004	551050026013017	551050026022075	551050026022100
551050026013005	551050026013018	551050026022078	551050026022101
551050026013006	551050026013019	551050026022080	551050026022102
551050026013008	551050026013020	551050026022081	551050026022104
551050026013009	551050026013021	551050026022082	551050026022111
551050026013010	551050026013022	551050026022084	551050026022114
551050026013011	551050026013023	551050026022085	551050026022115
551050026013012	551050026013024	551050026022086	551050026022163
551050026013013	551050026013028	551050026022095	

(23) Ward 23 (Supervisory District 6) Census Block Numbers:

551050026011030	551050026021078	551050026021101	551050026022054
551050026011046	551050026021079	551050026021104	551050026022055
551050026011047	551050026021080	551050026021105	551050026022090
551050026013002	551050026021081	551050026021106	551050026022091
551050026021041	551050026021092	551050026021107	551050026022092
551050026021043	551050026021093	551050026021108	551050026022093
551050026021045	551050026021094	551050026021109	551050026022094
551050026021047	551050026021095	551050026021110	551050026022105
551050026021056	551050026021096	551050026021111	551050026022106
551050026021057	551050026021097	551050026021112	551050026022108
551050026021058	551050026021098	551050026021114	551050026022109
551050026021061	551050026021099	551050026021118	
551050026021063	551050026021100	551050026022053	

(24) Ward 24 (Supervisory District 6) Census Block Numbers:

551050026021113	551050026022011	551050026022015	551050026022036
551050026021115	551050026022012	551050026022016	551050026022038
551050026021116	551050026022013	551050026022020	551050026022039
551050026021117	551050026022014	551050026022025	551050026022041

551050026022042	551050026022066	551050026022128	551050026022150
551050026022043	551050026022067	551050026022129	551050026022152
551050026022045	551050026022068	551050026022130	551050026022153
551050026022046	551050026022069	551050026022131	551050026022154
551050026022048	551050026022070	551050026022132	551050026022155
551050026022049	551050026022071	551050026022133	551050026022156
551050026022050	551050026022072	551050026022134	551050026022158
551050026022051	551050026022073	551050026022135	551050026022159
551050026022052	551050026022074	551050026022136	551050026022160
551050026022056	551050026022077	551050026022137	551050026022165
551050026022057	551050026022087	551050026022138	551050026022166
551050026022058	551050026022088	551050026022139	551050026022167
551050026022059	551050026022089	551050026022143	551050026022168
551050026022060	551050026022107	551050026022144	551050026022169
551050026022061	551050026022122	551050026022145	551050026022176
551050026022062	551050026022124	551050026022146	551050026022178
551050026022063	551050026022125	551050026022147	551050026022180
551050026022064	551050026022126	551050026022148	"
551050026022065	551050026022127	551050026022149	

Section 2. Section 1.14 of the Code of General Ordinances of the City of Beloit is hereby repealed and recreated to read as follows:

“1.14 LOCATIONS OF POLLING PLACES AND WARDS WITHIN SUPERVISORY DISTRICTS.

(1) The polling places for the wards shall be at the following locations:

<u>Wards</u>	<u>Polling Place</u>	<u>Address</u>
1, 2 & 3	Converse School	1802 Townline Avenue
4 & 5	Gaston School	610 McKinley Avenue
6, 7 & 8	Hackett School	533 West Grand Avenue
9, 10, & 11	Beloit Historical Society	845 Hackett Street
12, 13, 14 & 15	Beloit Public Library	605 Eclipse Boulevard
16	First Congregational Church	801 Bushnell Street
17 & 18	Todd School	1621 Oakwood Avenue
19, 20 & 21	McLenegan School	2639 Sunshine Lane
22, 23 & 24	Central Christian Church	2460 Milwaukee Road

(2) The following city wards are located within the boundaries of the following supervisory districts:

<u>City Wards</u>	<u>County Supervisory Districts</u>
21, 23, & 24	6
1 & 20	11

8, 9, & 10	12
11, 12, 13, & 14	13
15, 19, & 22	14
16, 17, & 18	15
5, 6, & 7	16
2, 3, & 4	17"

Section 3. This ordinance shall be in force and take effect upon passage and publication.

Adopted this 5th day of July, 2011.

City Council of the City of Beloit

Kevin D. Leavy, President

ATTEST:

Rebecca S. Houseman, City Clerk

PUBLISHED: _____

EFFECTIVE DATE: _____

01-611100-5231- _____

CITY OF БЕЛОIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: City of Beloit Ward Map and Polling Place Locations

Date: July 5, 2011

Presenter(s): Rebecca Houseman

Department(s): City Clerk

Overview/Background Information:

The Clerk served on the 2011 Redistricting Ad Hoc Technical Committee for Rock County. This committee developed a Tentative County Supervisory Map based on the population data from the 2010 Census and the information provided by the Wisconsin County Association in the 2011 County Redistricting Guide. The Committee had 60 days to develop the map from the date the Census data was released. On May 12, 2011, the County Board adopted a tentative Supervisory District Map. The City of Beloit had 60 days from the date of adoption to approve an Ordinance establishing a City Ward Map. After the Ward Map is adopted, the County will have another 60 days to solidify the Supervisory District Map before the State redistricts the Assembly and Senate district lines. This phase of the redistricting process may impact the City's Ward Map and adjustments to the Ward Map may need to be made in the future.

Key Issues:

- Municipalities are required to adjust ward boundaries following the decennial federal census to conform to statutorily prescribed population ranges and meet other requirements including compactness, contiguity, and community of interest.
- **Requirements for Constructing Wards:**
 - Be comprised of whole census blocks;
 - Suit the convenience of voters;
 - Be comprised of contiguous territory (exception for "island" territory);
 - Take into account the county supervisory district plan;
 - Consider the population and racial and ethnic characteristics;
 - Comply with the population ranges specified by law (between 600 and 2,100 for the City of Beloit);
 - Lie entirely within one municipality and one county; and
 - Reflect the municipal boundaries in place on August 1, 2011.
- Staff constructed 24 wards using the above criteria. Some of the wards have similar boundaries to the current wards; however, the vast majority of both the ward numbers and boundaries have changed.
- The proposed Ward Map and individual maps of each ward are attached to this report for review. In the Ordinance approving the ward boundaries, the wards are described by census block number. The County and State require the submittal of these numbers as part of the redistricting process.
- While completing the process of redistricting and creating the proposed Ward Map, staff found it necessary to change several of the previous polling places to accommodate voters in the new wards, accommodate the closure of two elementary schools, and showcase a new public facility.

- **Current Polling Places (2011):**

<u>Wards</u>	<u>Polling Place</u>	<u>Address</u>
1 & 2	Converse School	1802 Townline Avenue
3 & 4	Gaston School	610 McKinley Avenue
5, 6 & 7	Royce School	825 Liberty Avenue
8, 9, & 10	Hackett School	533 West Grand Avenue
11 & 15	First Congregational Church	801 Bushnell Street
12, 13 & 14	Merrill School	1333 Copeland Avenue
16 & 17	Wright School	1033 Woodward Avenue
19 & 20	McLenegan School	2639 Sunshine Lane
18, 21 & 23	Central Christian Church	2460 Milwaukee Road
22 & 24	Morgan School	1811 Lee Lane

- Currently, there are ten polling places. The proposed plan will reduce this number to nine polling places. One fewer polling place will reduce the number of Election Inspectors needed and will reduce the amount of supplies, materials, and programming packs needed for each election. These reductions will decrease the overall cost of elections slightly. The actual cost savings will vary by election and by year, but staff has estimated that the reduction of one polling place will save roughly \$6,000 in 2012.
- Desirable characteristics of polling places include the following: convenient location, ADA accessibility, sufficient parking, large meeting room/space, secure location for equipment and material storage, safety of poll workers and voters, low-rent or free to use, and public, quasi-public, or community-service oriented building use.

- **Proposed Polling Places (2012)**

<u>Wards</u>	<u>Polling Place</u>	<u>Address</u>
1, 2 & 3	Converse School	1802 Townline Avenue
4 & 5	Gaston School	610 McKinley Avenue
6, 7 & 8	Hackett School	533 West Grand Avenue
9, 10, & 11	Beloit Historical Society	845 Hackett Street
12, 13, 14 & 15	Beloit Public Library	605 Eclipse Boulevard
16	First Congregational Church	801 Bushnell Street
17 & 18	Todd School	1621 Oakwood Avenue
19, 20 & 21	McLenegan School	2639 Sunshine Lane
22, 23 & 24	Central Christian Church	2460 Milwaukee Road

- **Polling Place Changes:**

- Staff held two voluntary workshops with Election Inspectors in May to gather input regarding the tentative ward plan and the polling place locations. After holding the workshops and contacting administrators at each polling place, staff determined that the following changes are in the best interest of the voters of the City of Beloit:
 - Royce, Wright, Merrill, and Morgan schools will no longer be used as polling places.
 - Converse, Gaston, Hackett, McLenegan, First Congregational Church, and Central Christian Church may continue to be used as polling places.
 - Todd School was previously used as a polling place and may be used again.
 - The Beloit Historical Society and the Beloit Public Library may be used as polling places.

- **Public Information**

- The Clerk's office, in conjunction with the Government Accountability Board, will ensure that all voters know their new wards and polling places or know where to find that information before the first election in 2012 through a mass postcard mailing to all registered voters.
- The Clerk's office will also publish advertisements in the Beloit Daily News and other local papers and have information available on the City's website.
- The office also expects to field many phone calls prior to the first two Elections in 2012 and will add funds to the 2012 budget for temporary staff to assist in providing information during these times.

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*, which focuses on enhancing the quality of life for current and future generations.

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 vast majority of the polling places are located within walking distance of the wards and voters they serve, which reduces the number of people who have to drive to vote thereby reducing dependence on fossil fuels.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
N/A

- **Reduce dependence on activities that harm life sustaining eco-systems**

N/A

- **Meet the hierarchy of present and future human needs fairly and efficiently**

The new ward map and polling place plan will meet the need of the voters of the City of Beloit for the next 10 years. Further, reducing the number of polling places from 10 to 9 will slightly reduce the overall cost of each Election.

Action required/Recommendation:

- City Council consideration, 1st and 2nd readings, and adoption of the proposed Ordinance

Fiscal Note/Budget Impact:

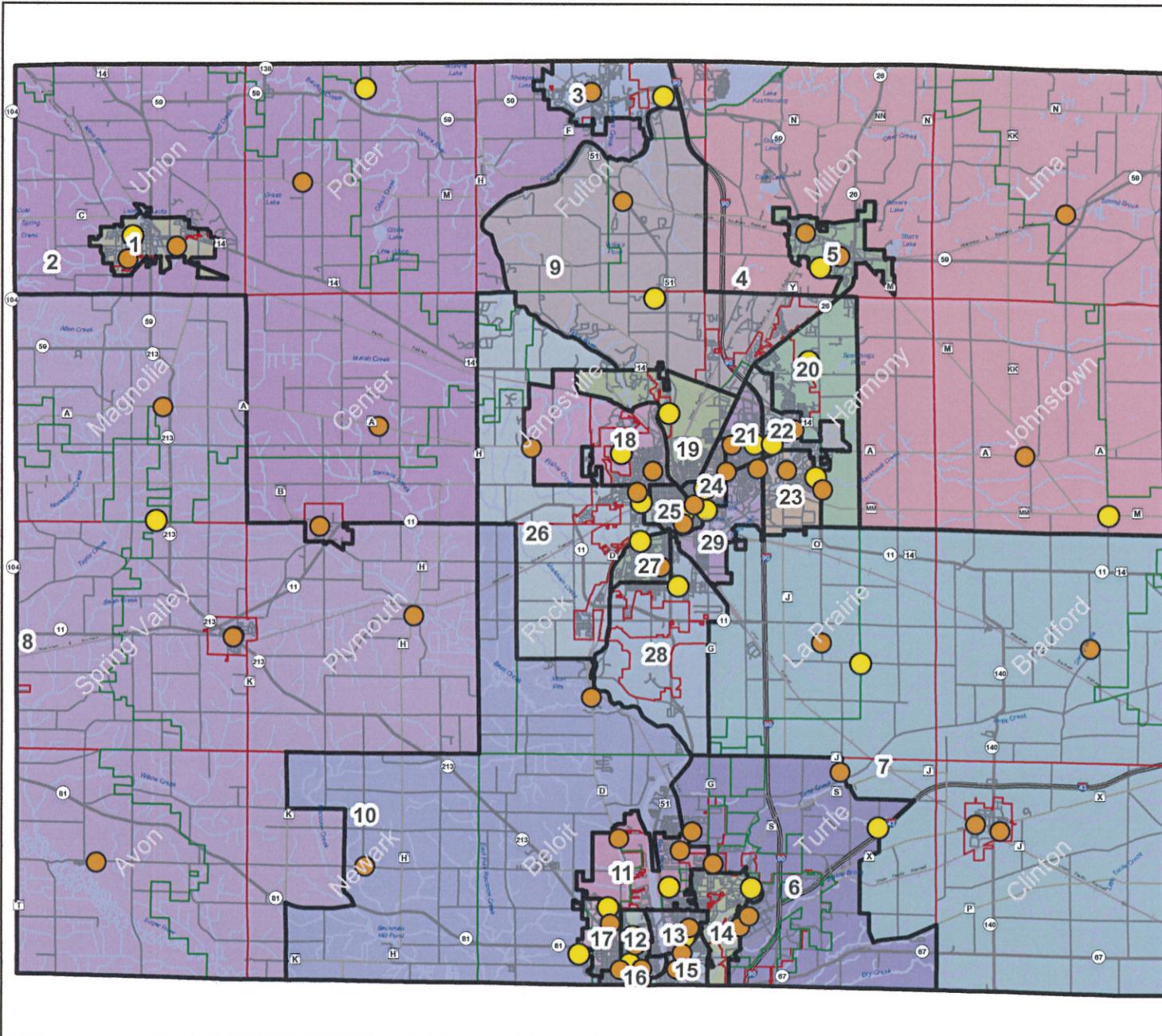
N/A

Attachments:

Ordinance Pertaining to Electoral Ward Boundaries and Polling Places; Proposed Tentative Rock County Supervisory District Map; Proposed Tentative Supervisory Districts – Beloit and Vicinity; 2001 Ward Plan, City of Beloit Tentative Ward Map with Polling Places – July 2011; Individual City Ward Maps (Wards 1-24); 2012 City of Beloit Proposed Ward Population and Racial Composition

Proposed Tentative Supervisory Districts

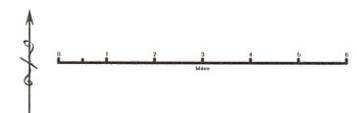
Rock County, Wisconsin 4/19/2011



● Existing Polling Places
● Incumbents
 School District Boundaries
 Municipal Boundaries

Supervisory Districts

1
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8
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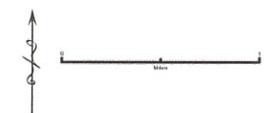
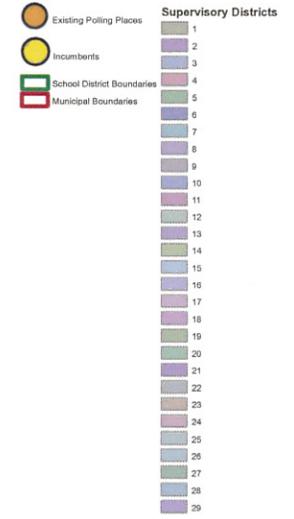
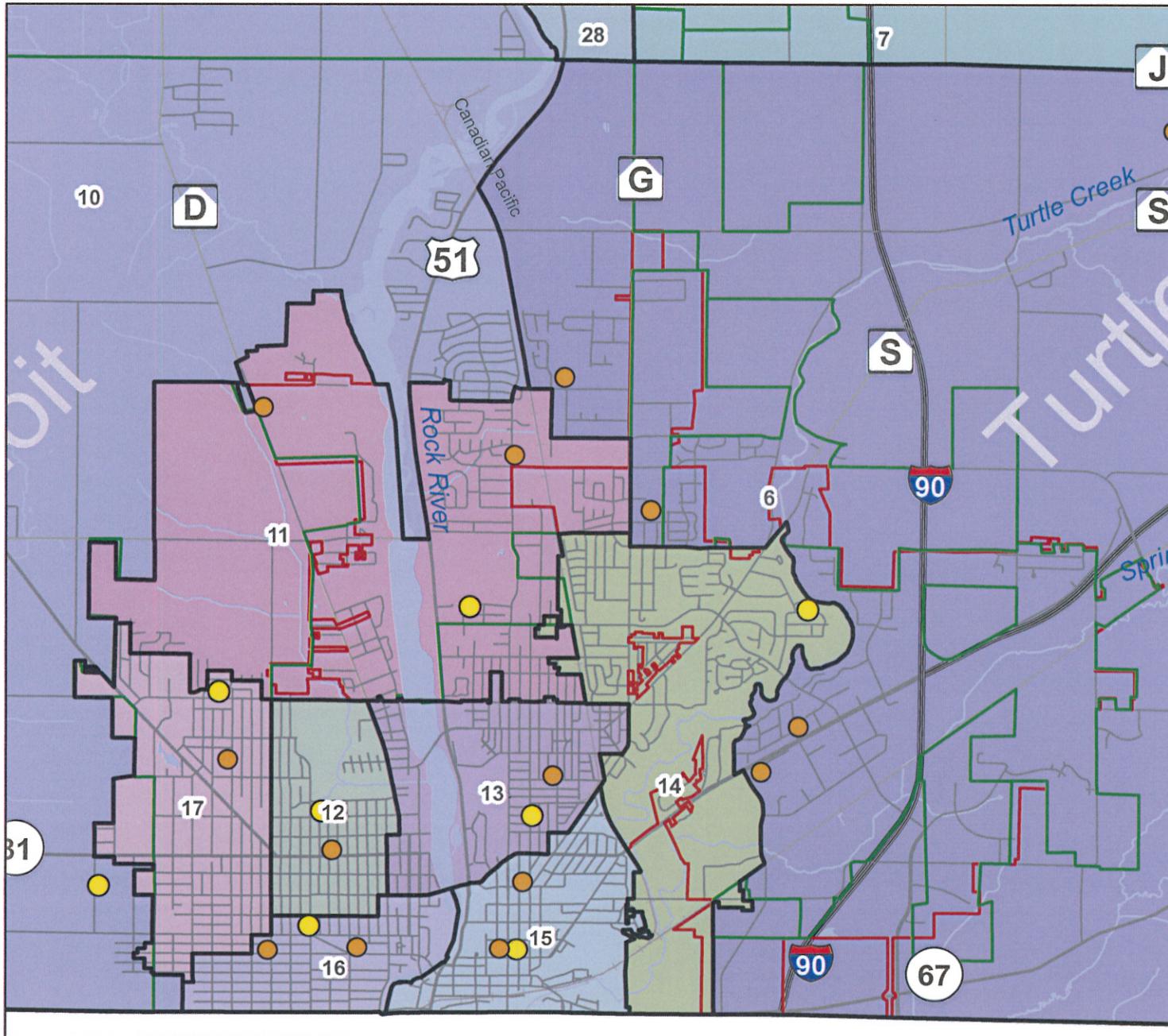
Rock County Geographic Information Systems (GIS)
 Planning, Economic and Community Development Agency
 51 S Main St, Janesville, WI 53545
 (TEL) 608-757-5587, (FAX) 608-757-5586
 email: Planning@co.rock.wi.us

Duplication of this map is prohibited without written consent of the Rock County Planning, Economic and Community Development Agency. The data in this map was compiled using the Rock County Coordinate System. All graphic and attribute information is based on the Rock County Coordinate system. This map is not intended to be a substitute for an actual field survey and is an advisory reference only.

Data sources: Rock County Planning and Development, Rock County Clerk and the US Census Bureau.

Proposed Tentative Supervisory Districts

Beloit and Vicinity, Rock County, Wisconsin 4/19/2011



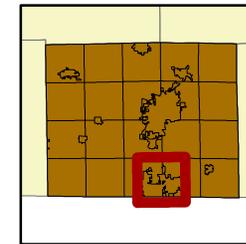
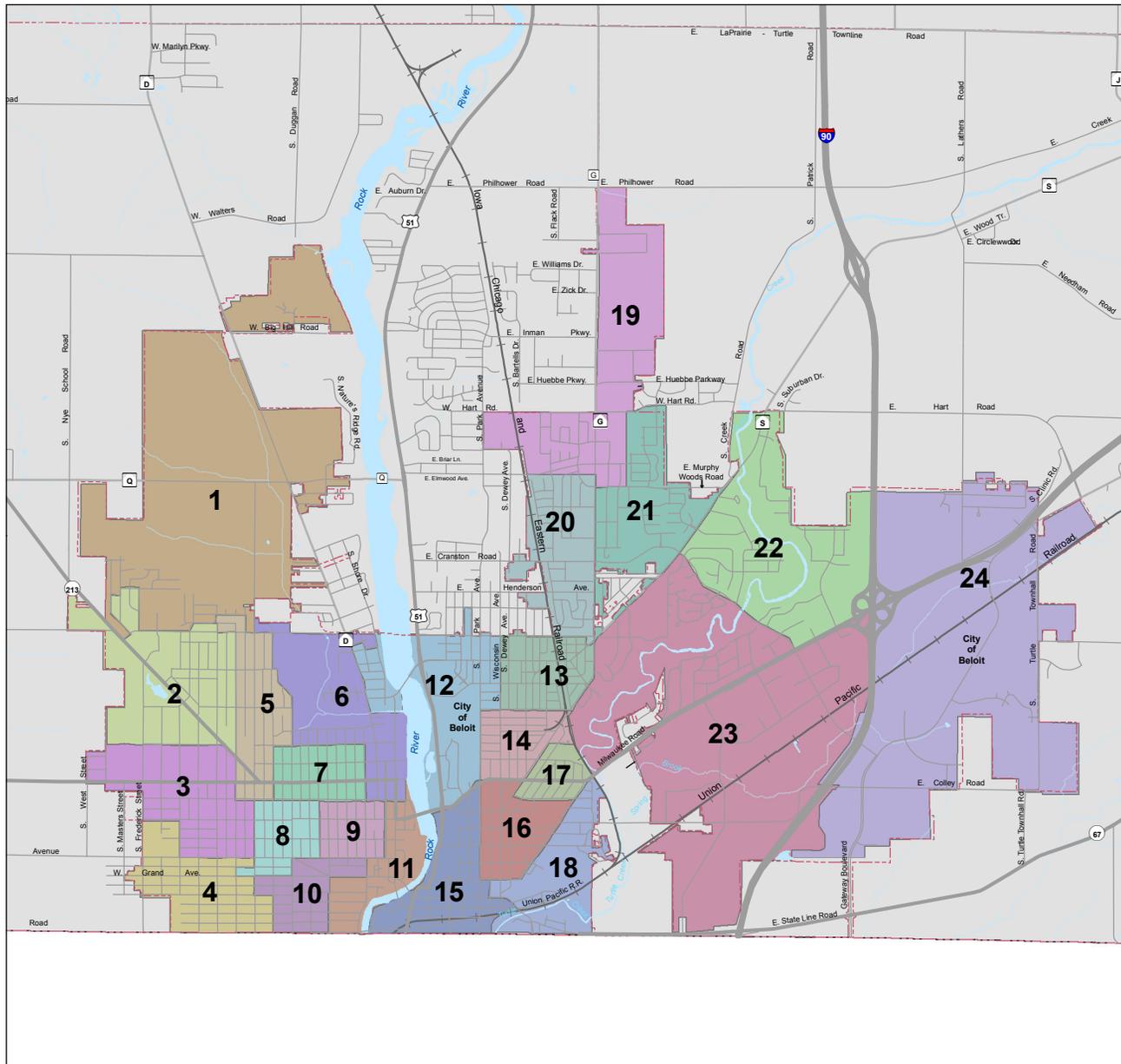
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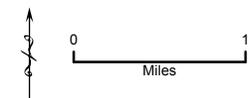
Data sources: Rock County Planning and Development, Rock County Clerk and the US Census Bureau.

2001 Ward Plan

Beloit, Wisconsin



- | | | |
|--------------|----|-------------------------|
| Wards | 13 | --- Town Boundary Lines |
| 1 | 14 | Rock County |
| 2 | 15 | Streams and Rivers |
| 3 | 16 | Rivers and Lakes |
| 4 | 17 | Railroads |
| 5 | 18 | Roads |
| 6 | 19 | Local Roads |
| 7 | 20 | Interstate |
| 8 | 21 | Highway |
| 9 | 22 | County |
| 10 | 23 | |
| 11 | 24 | |
| 12 | | |

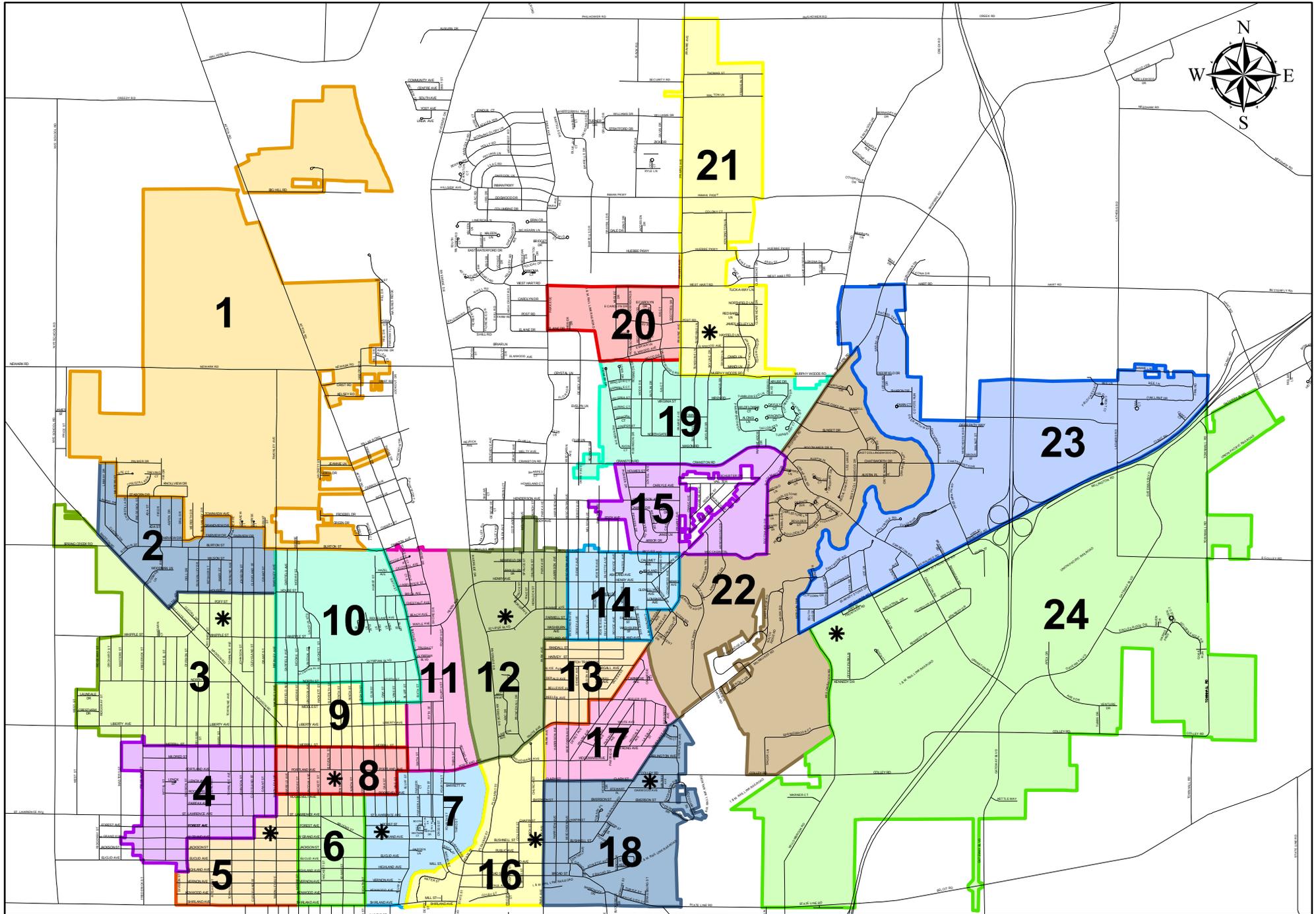


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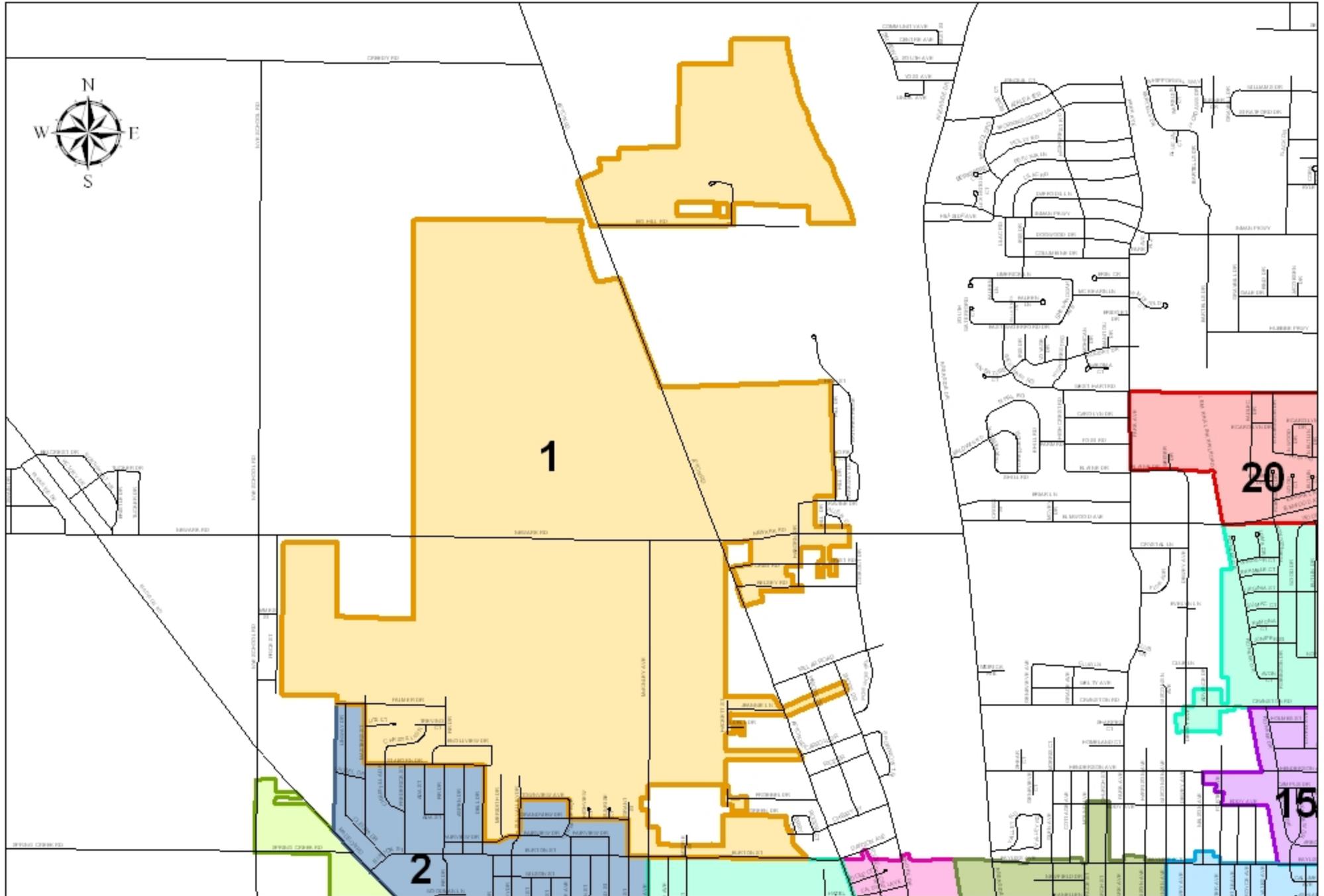


City of Beloit Tentative Ward Map and Polling Places - July 2011



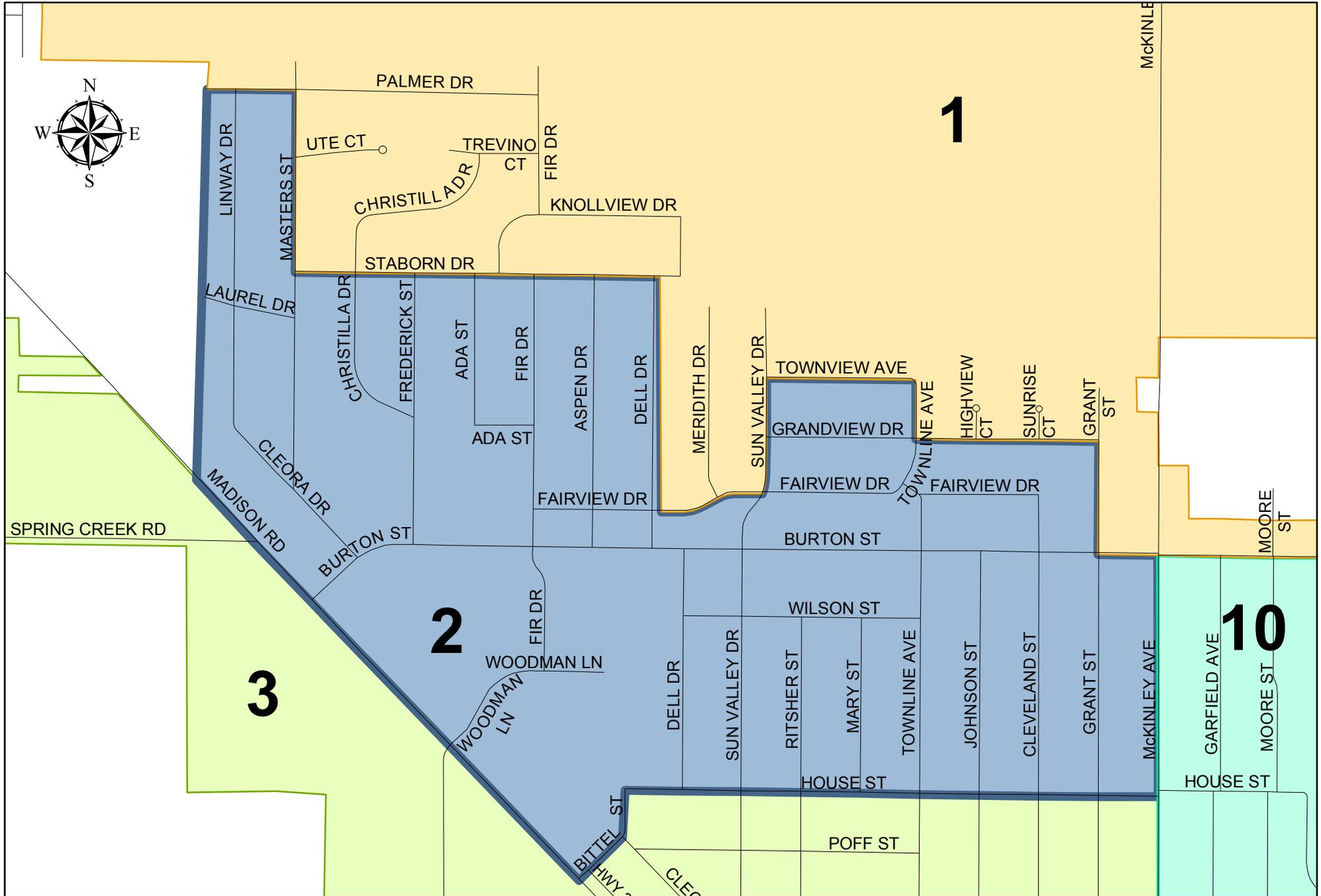
City of Beloit Tentative Ward Map - July 2011

Ward 1



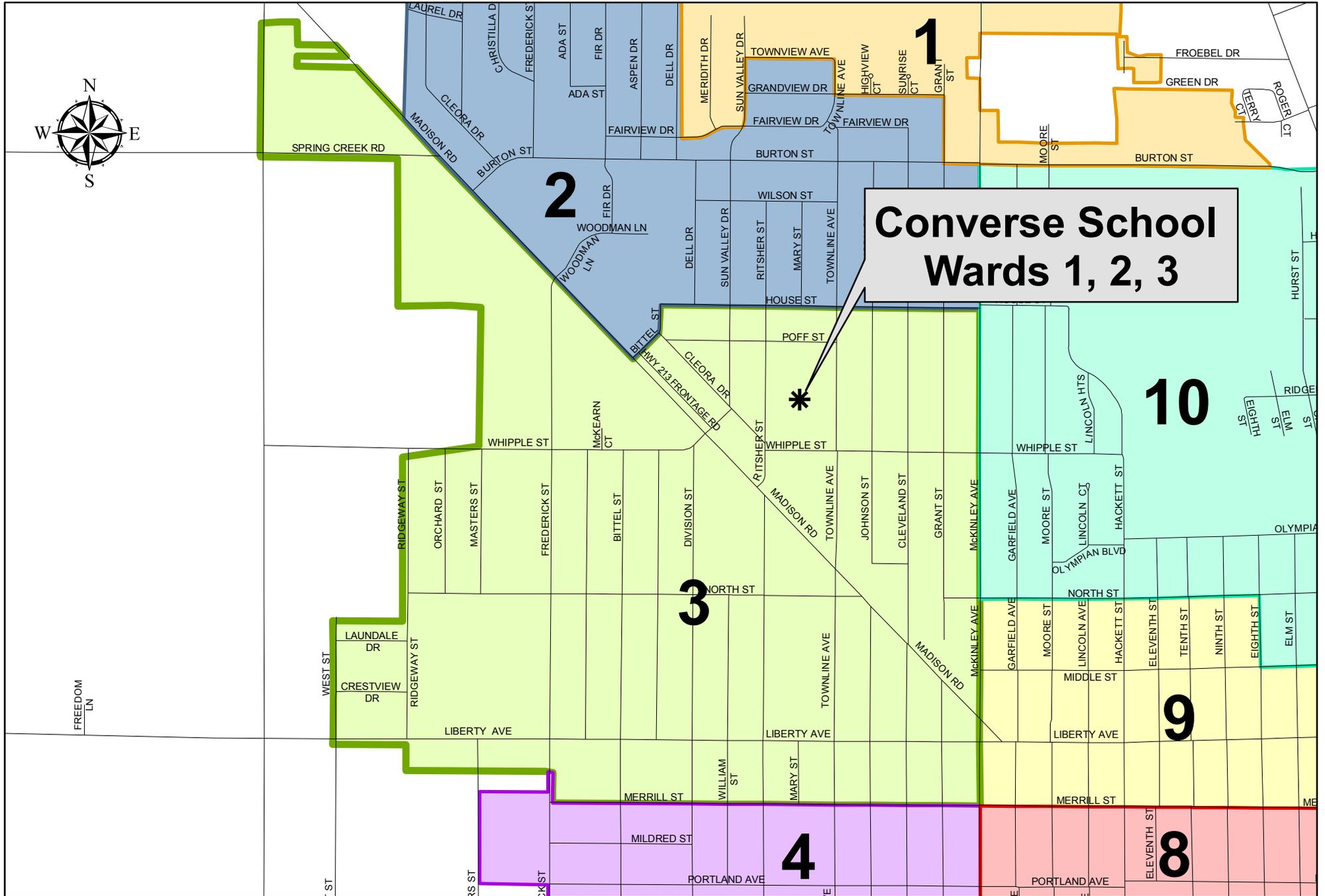
City of Beloit Tentative Ward Map - July 2011

Ward 2



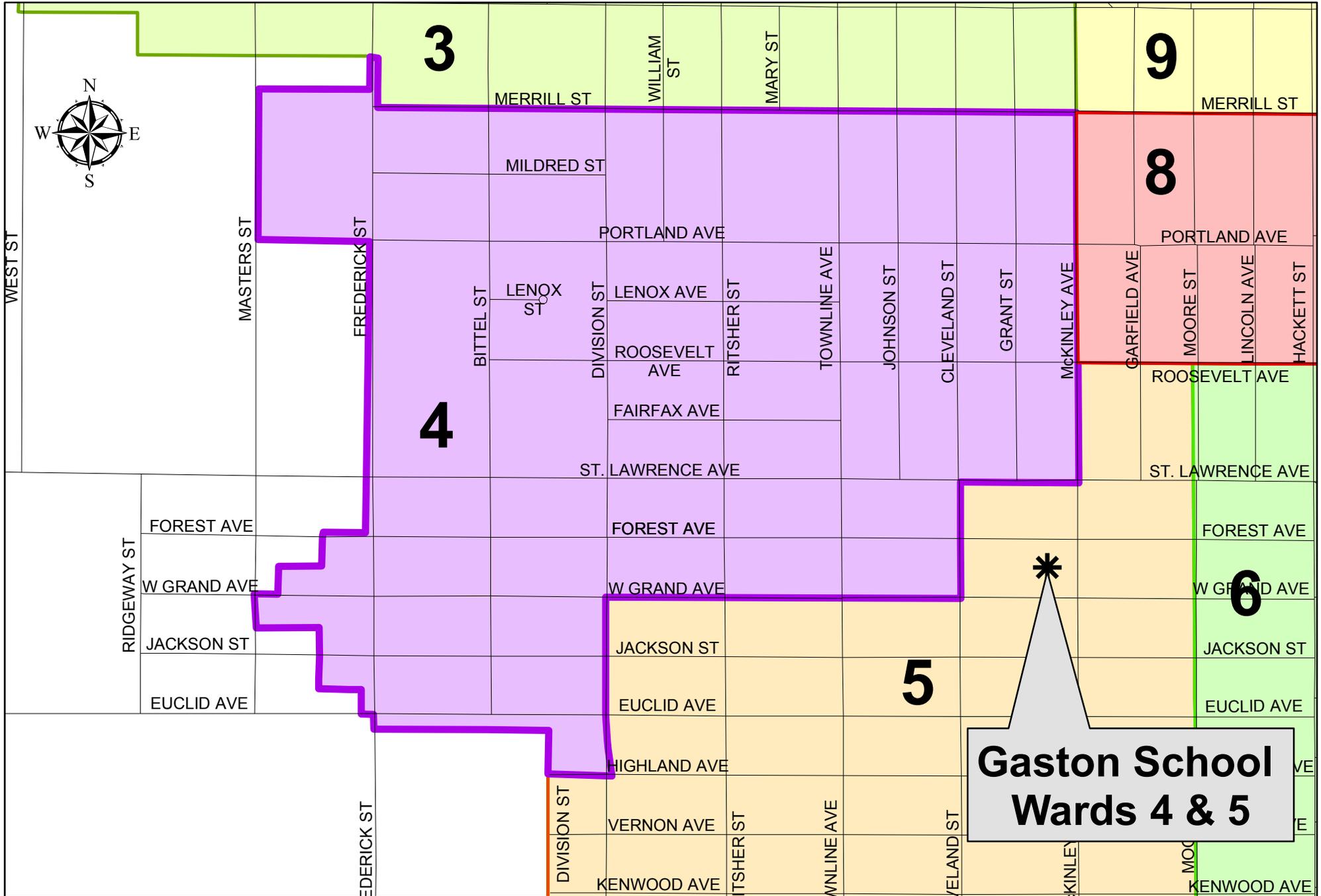
City of Beloit Tentative Ward Map - July 2011

Ward 3



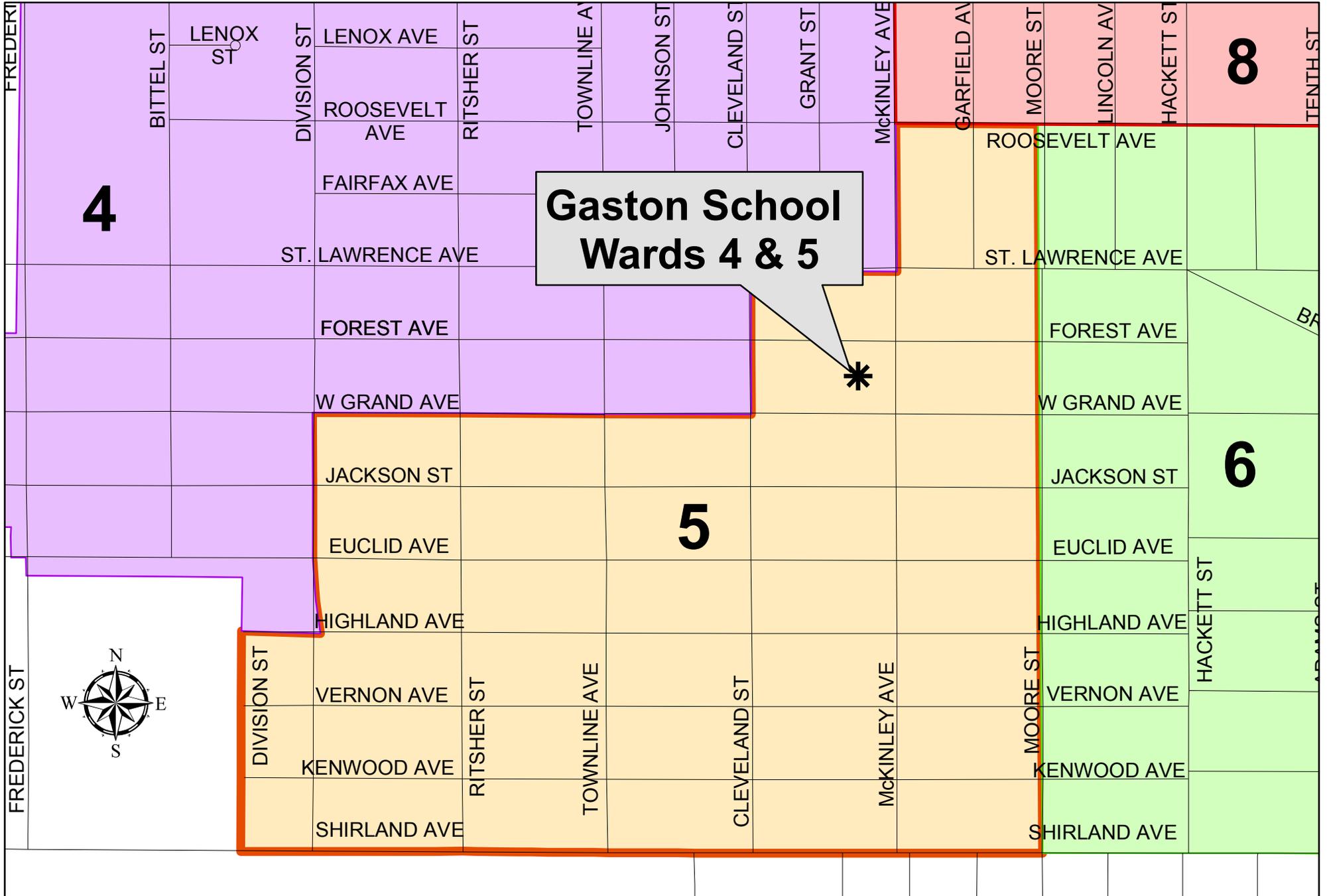
City of Beloit Tentative Ward Map - July 2011

Ward 4



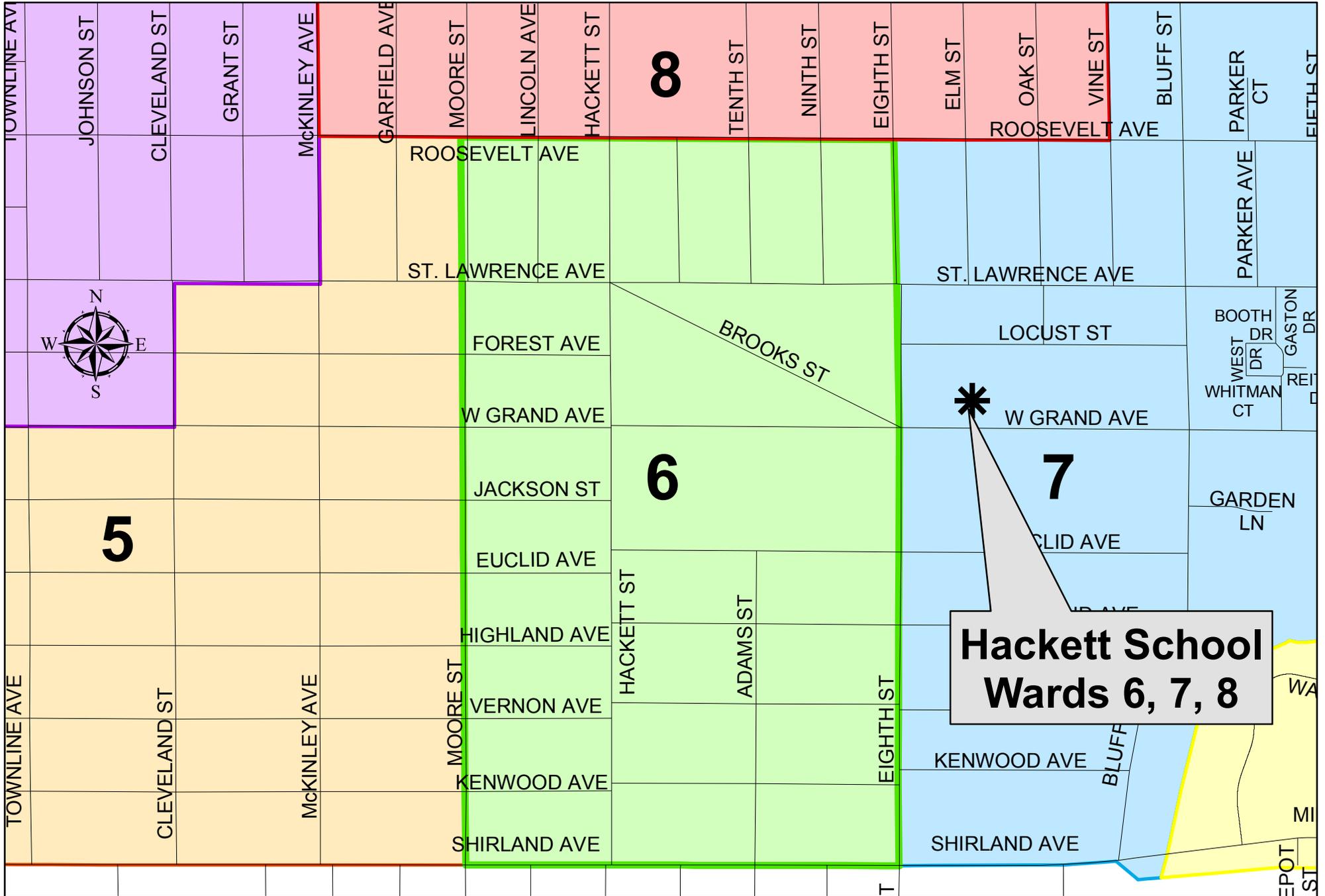
City of Beloit Tentative Ward Map - July 2011

Ward 5



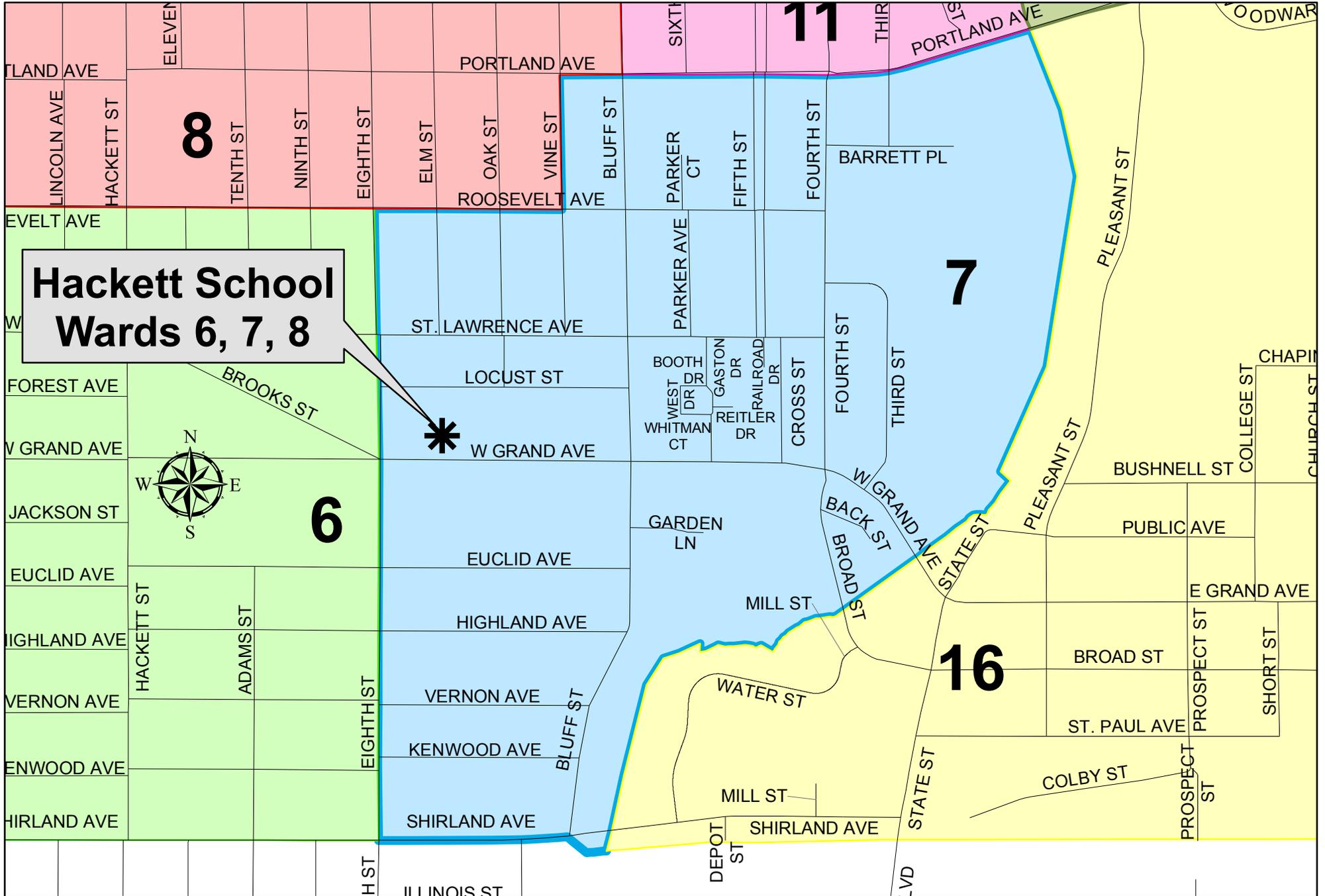
City of Beloit Tentative Ward Map - July 2011

Ward 6



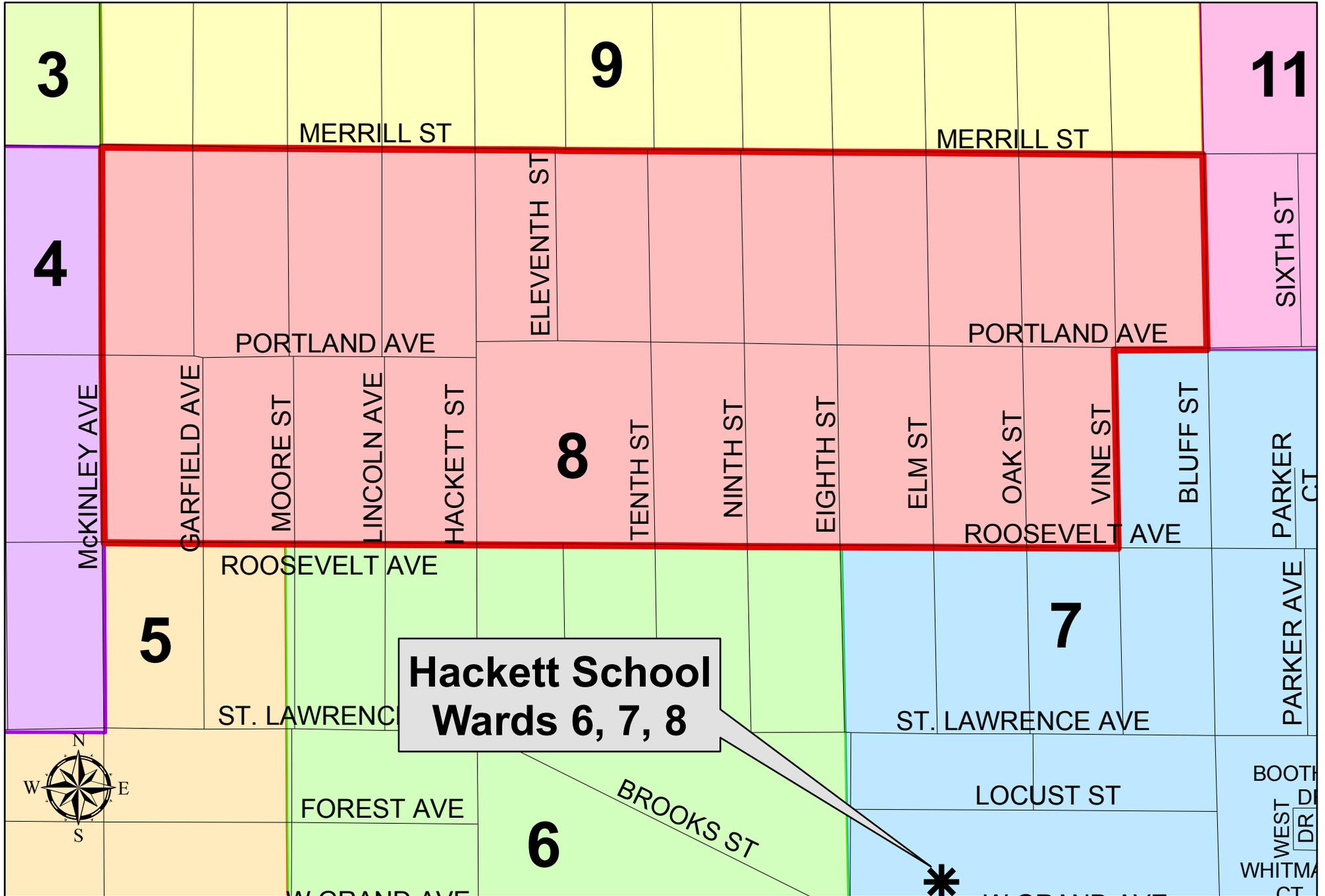
City of Beloit Tentative Ward Map - July 2011

Ward 7



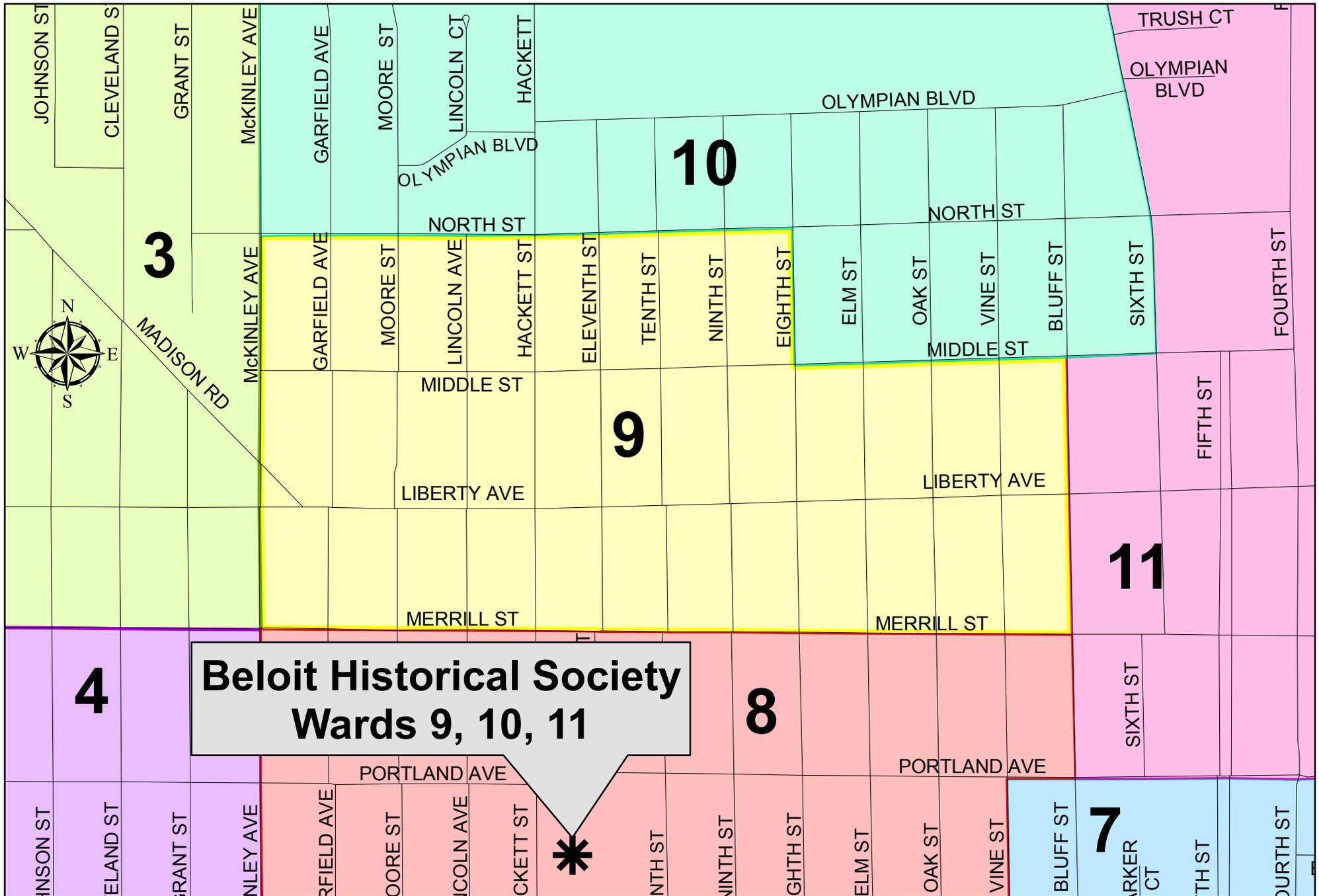
City of Beloit Tentative Ward Map - July 2011

Ward 8



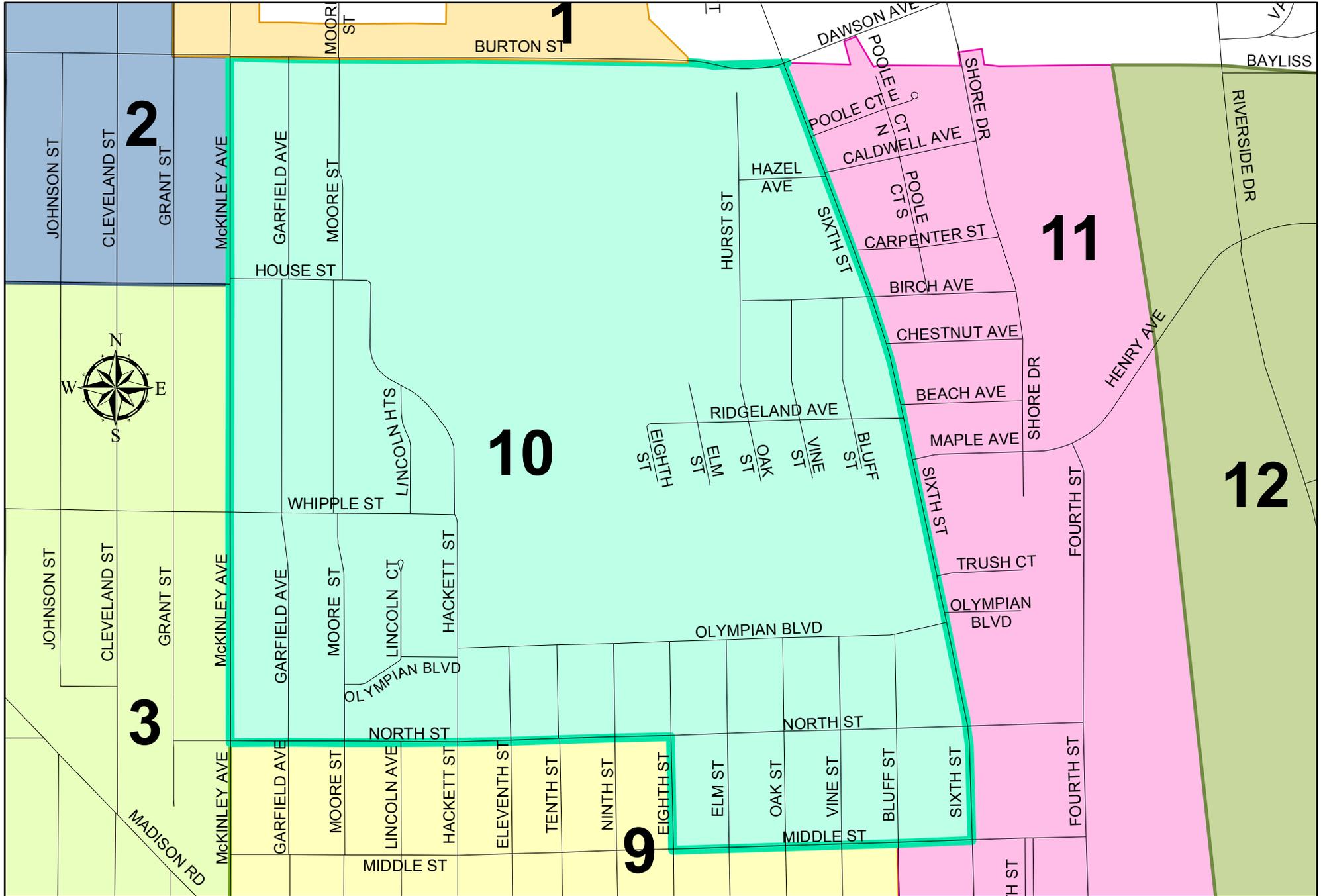
City of Beloit Tentative Ward Map - July 2011

Ward 9



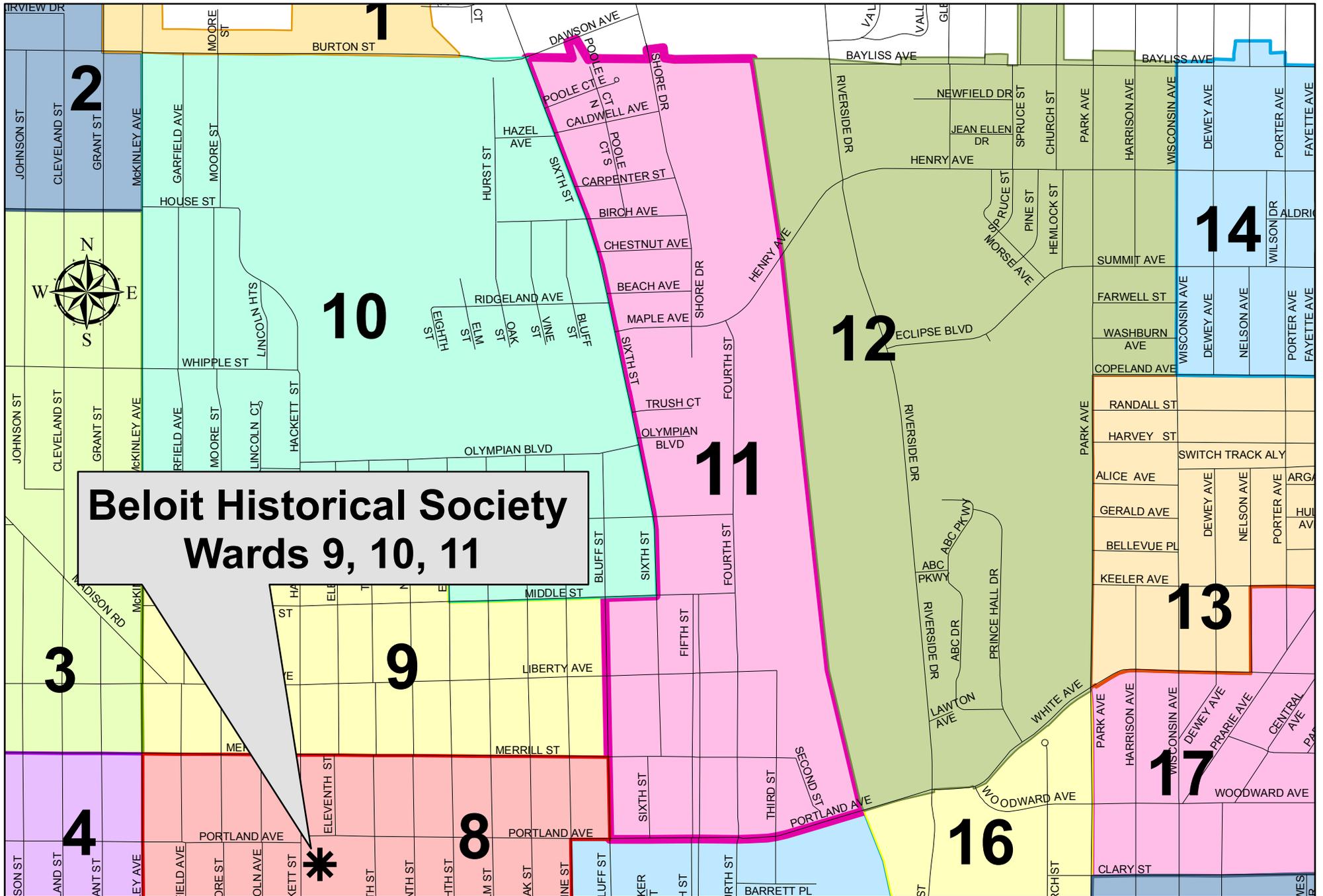
City of Beloit Tentative Ward Map - July 2011

Ward 10



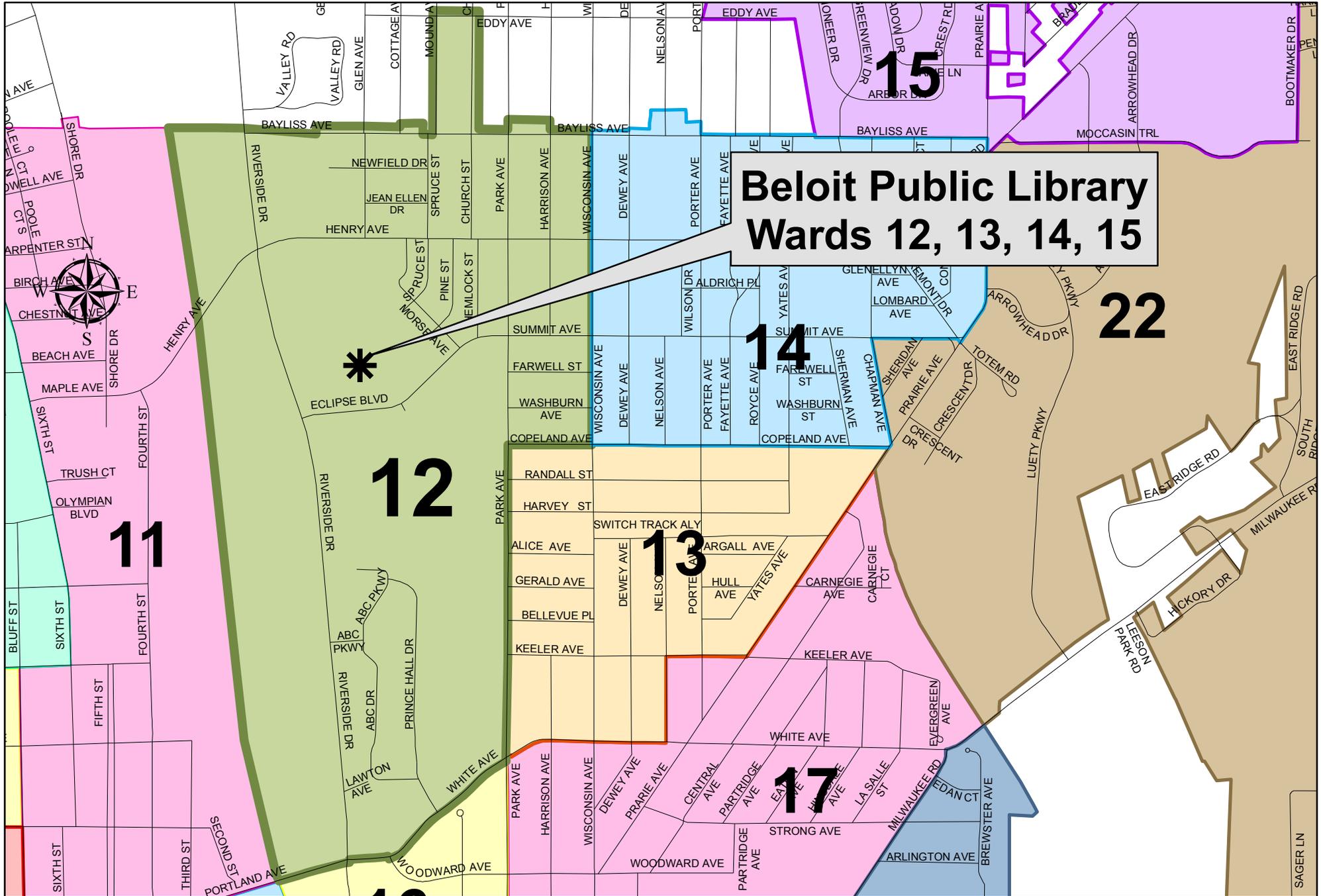
City of Beloit Tentative Ward Map - July 2011

Ward 11



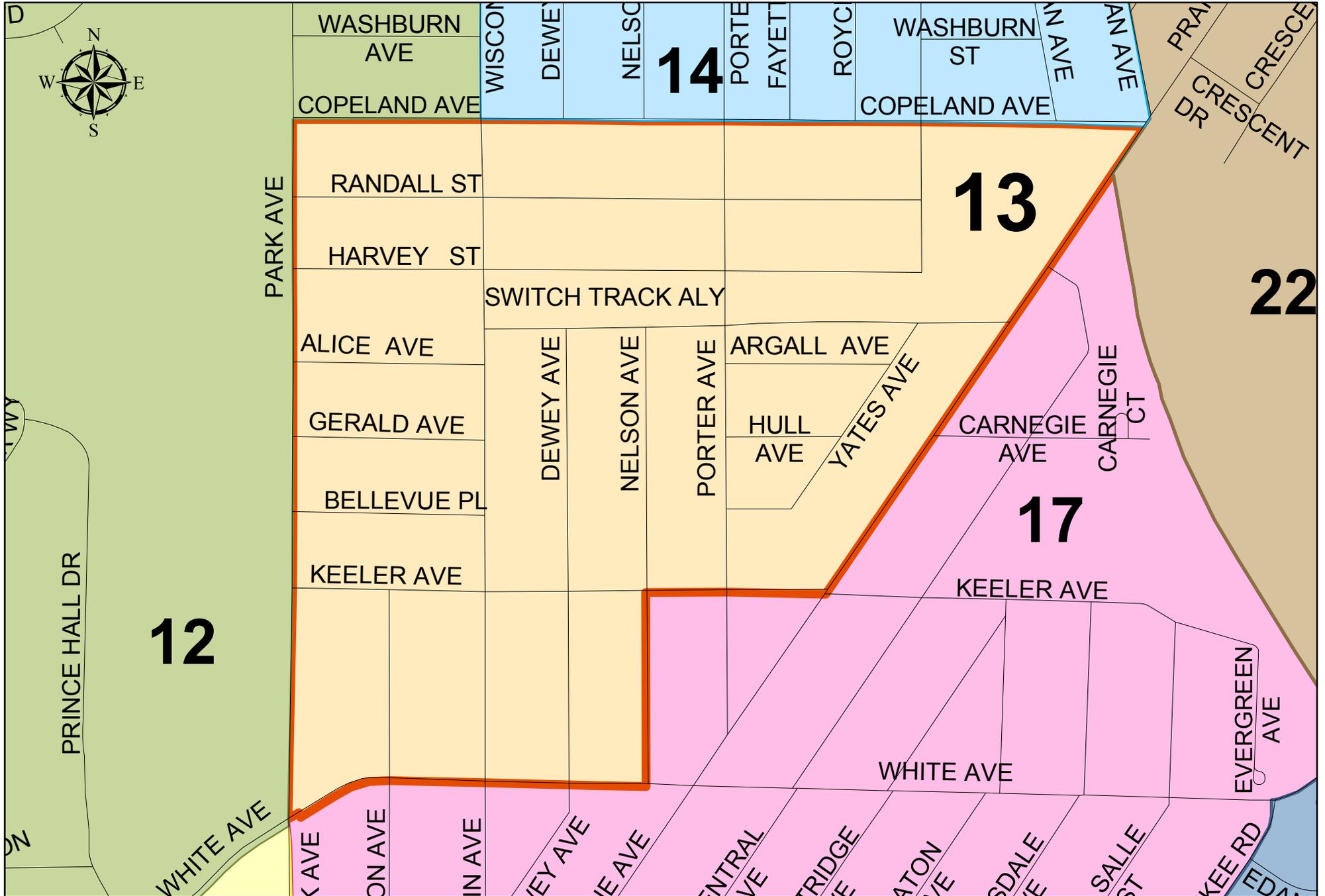
City of Beloit Tentative Ward Map - July 2011

Ward 12



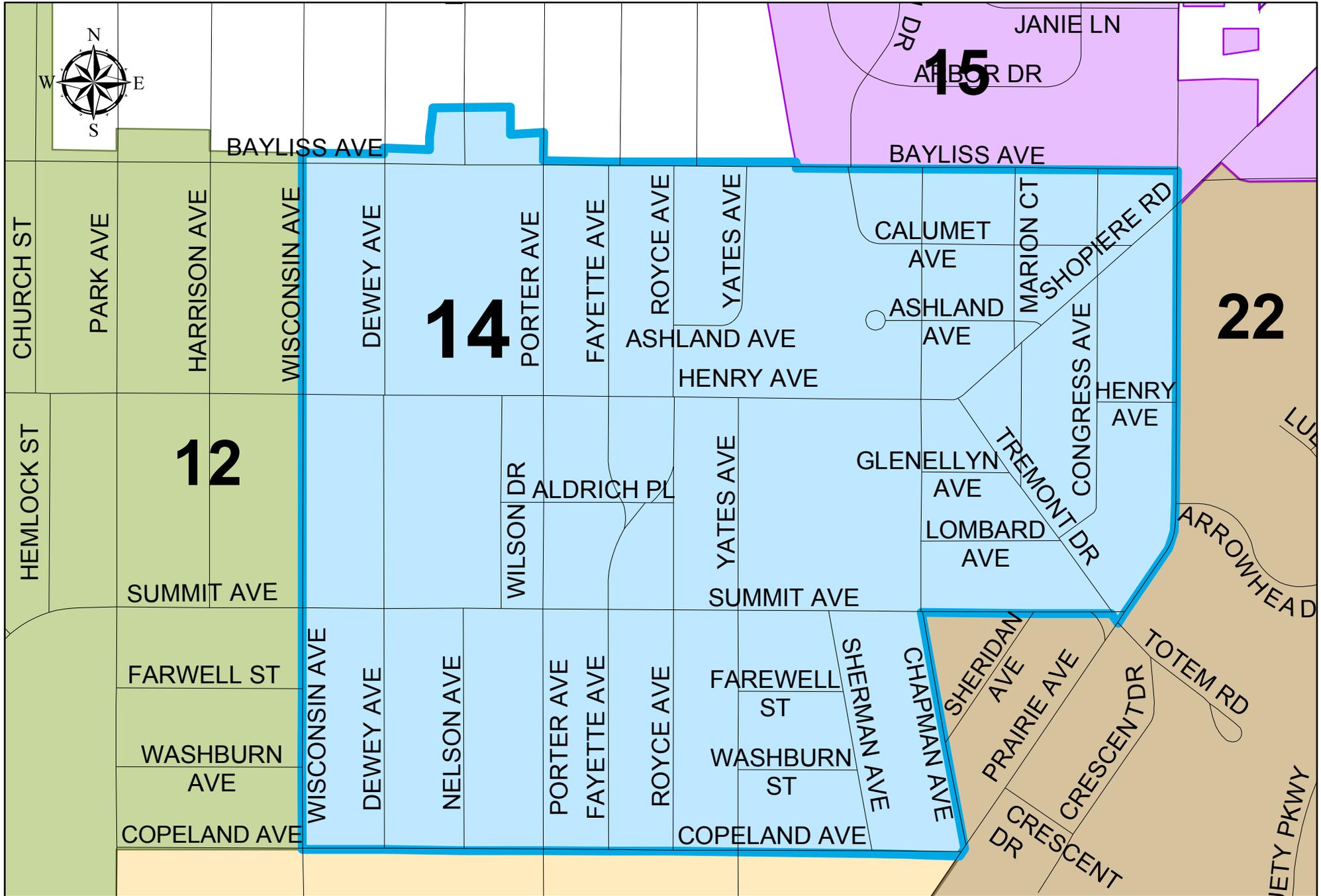
City of Beloit Tentative Ward Map - July 2011

Ward 13



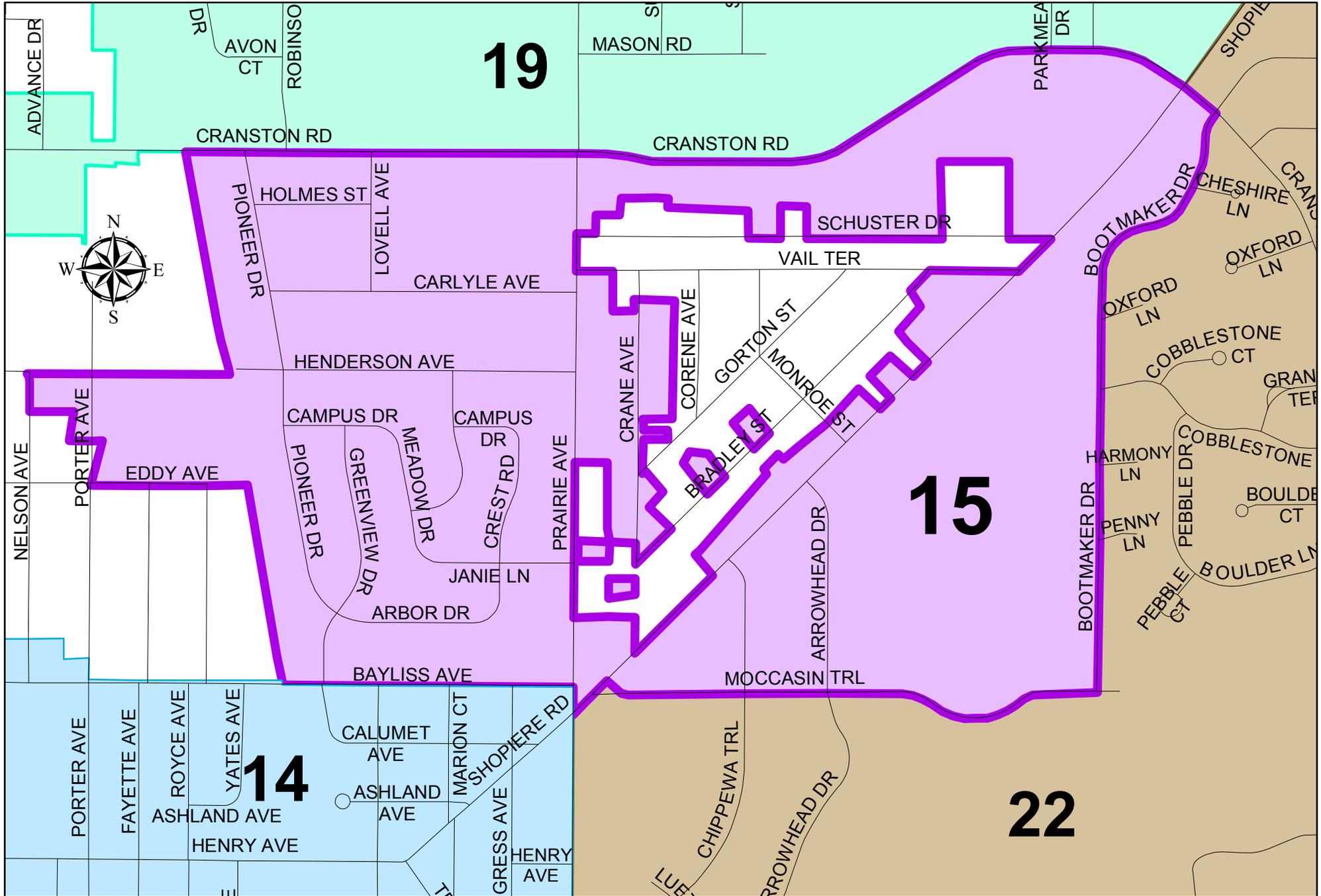
City of Beloit Tentative Ward Map - July 2011

Ward 14



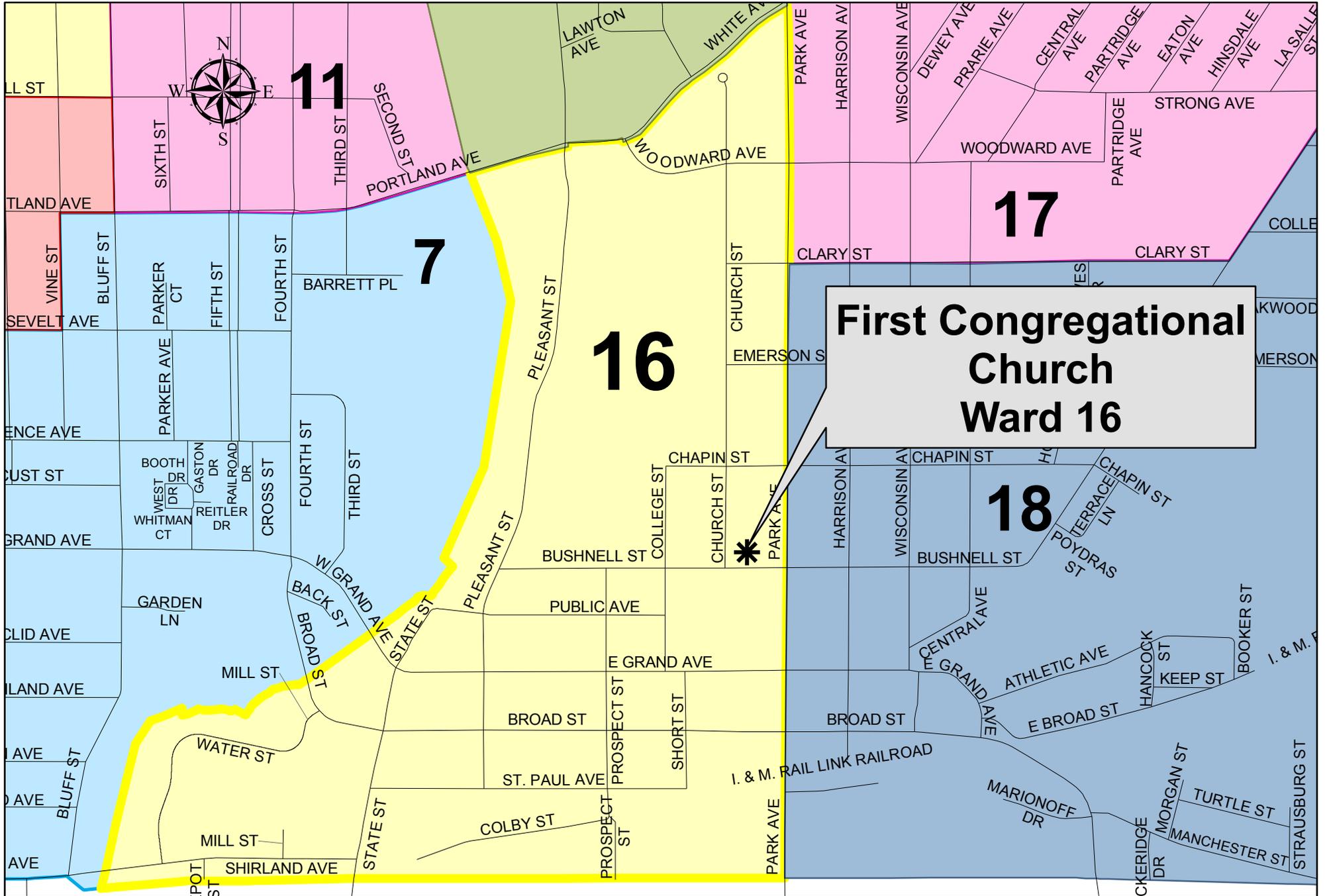
City of Beloit Tentative Ward Map - July 2011

Ward 15



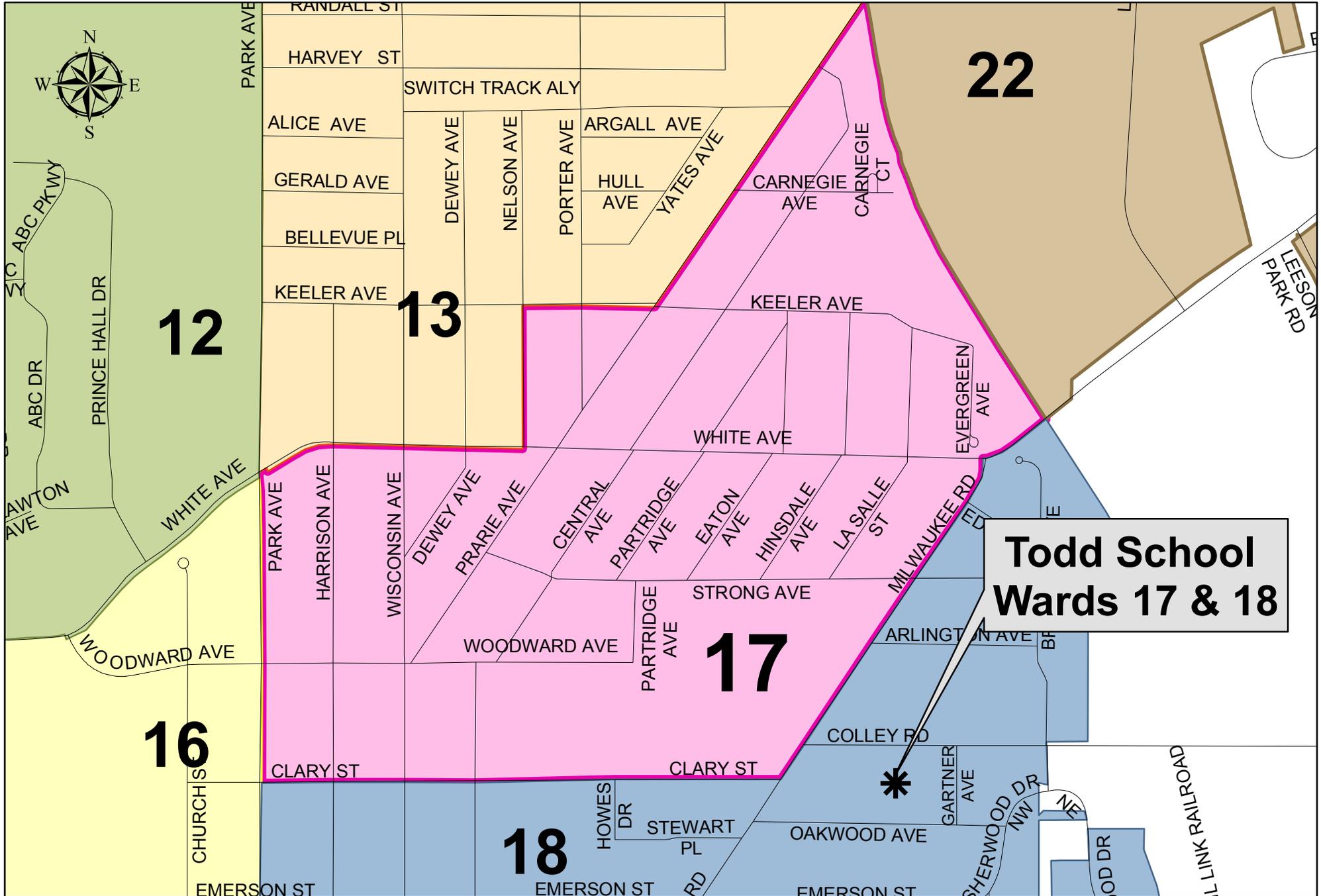
City of Beloit Tentative Ward Map - July 2011

Ward 16



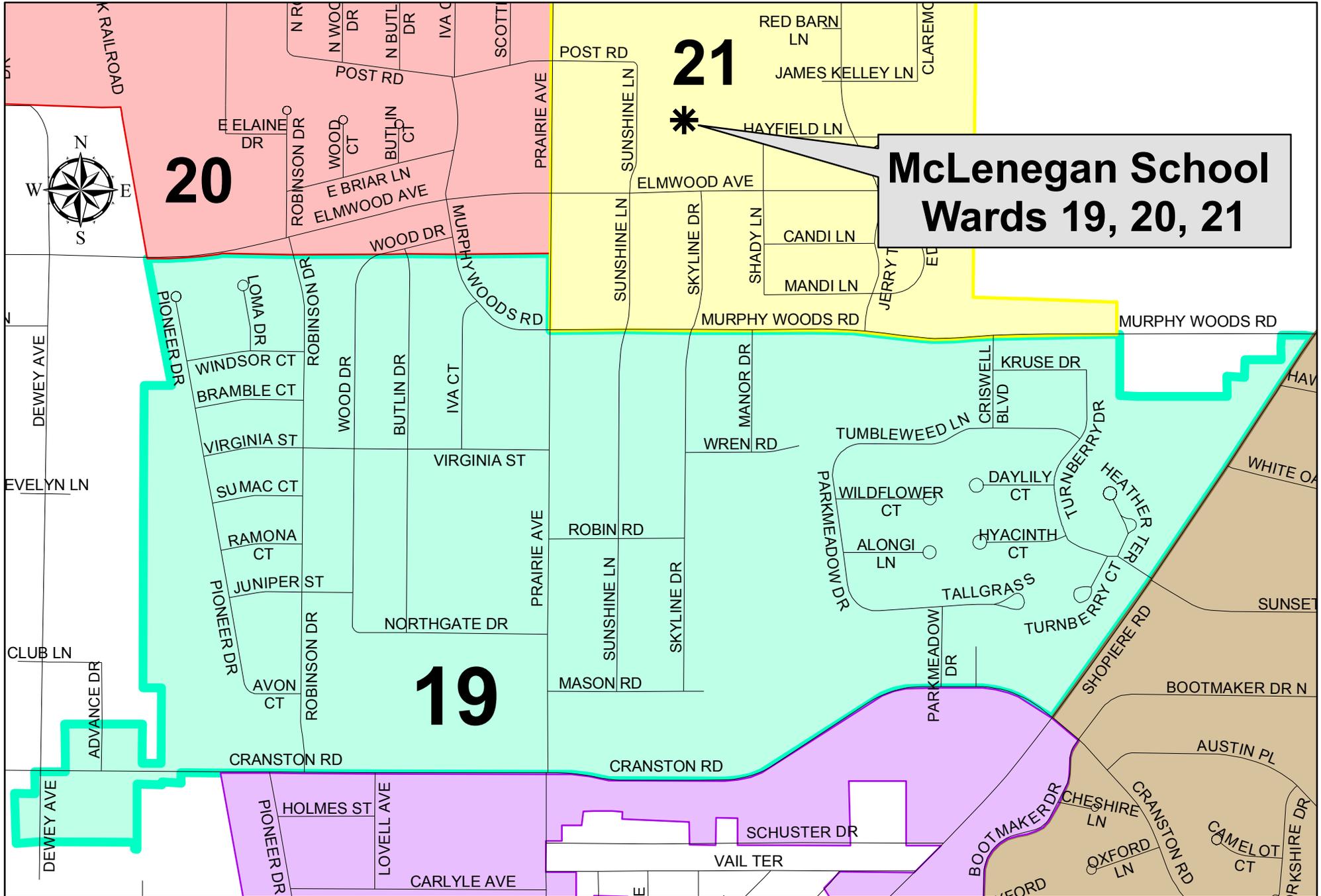
City of Beloit Tentative Ward Map - July 2011

Ward 17



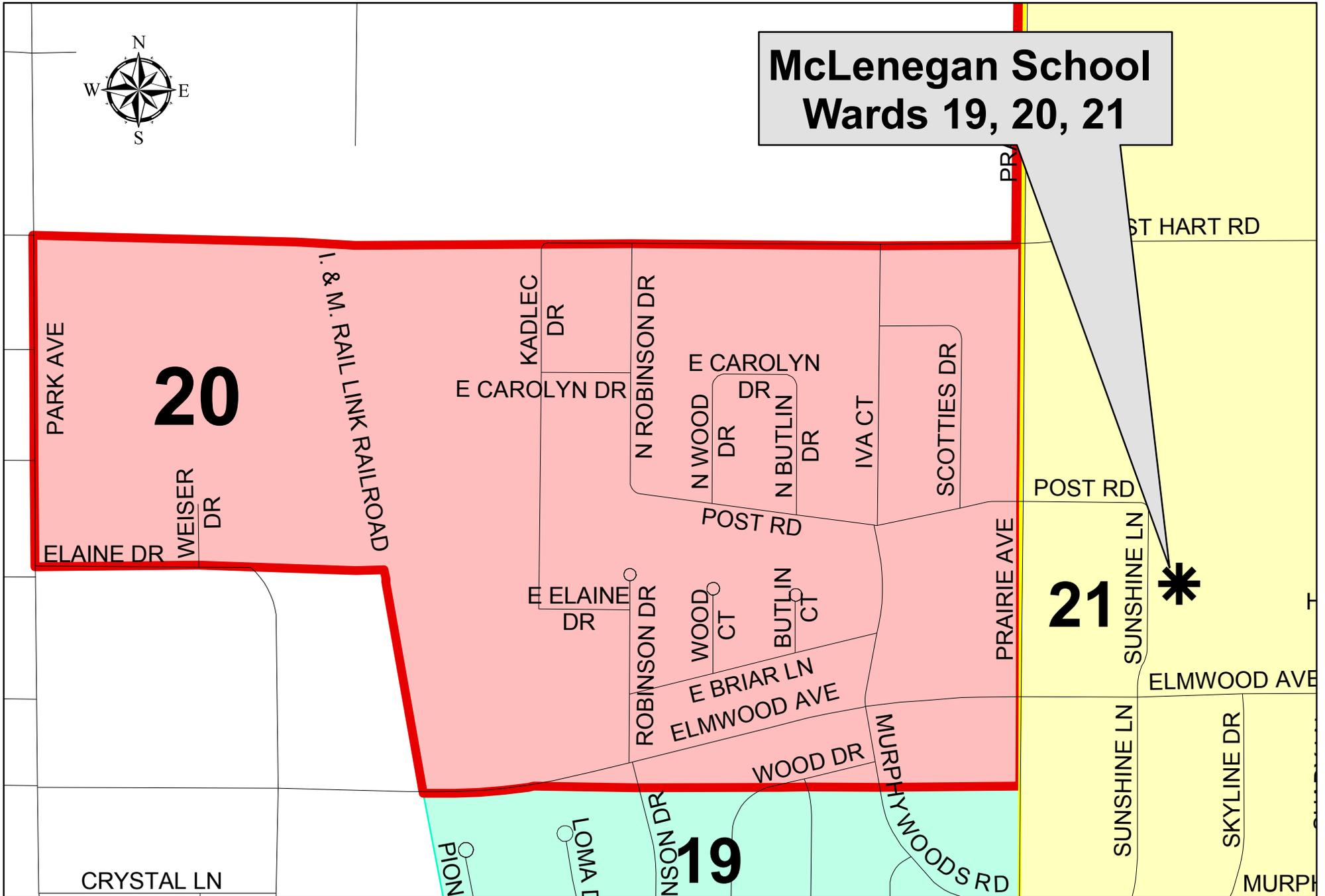
City of Beloit Tentative Ward Map - July 2011

Ward 19



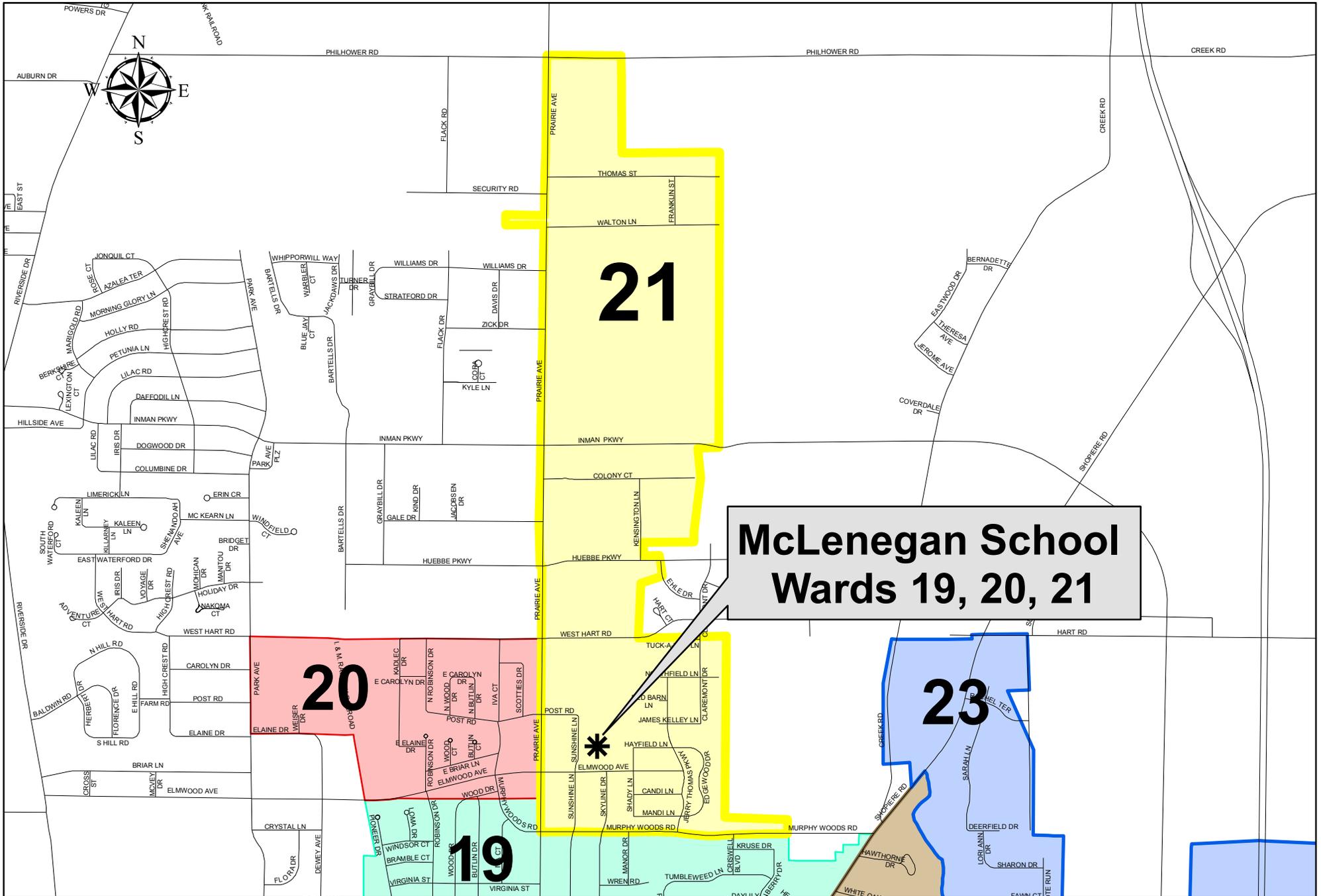
City of Beloit Tentative Ward Map - July 2011

Ward 20



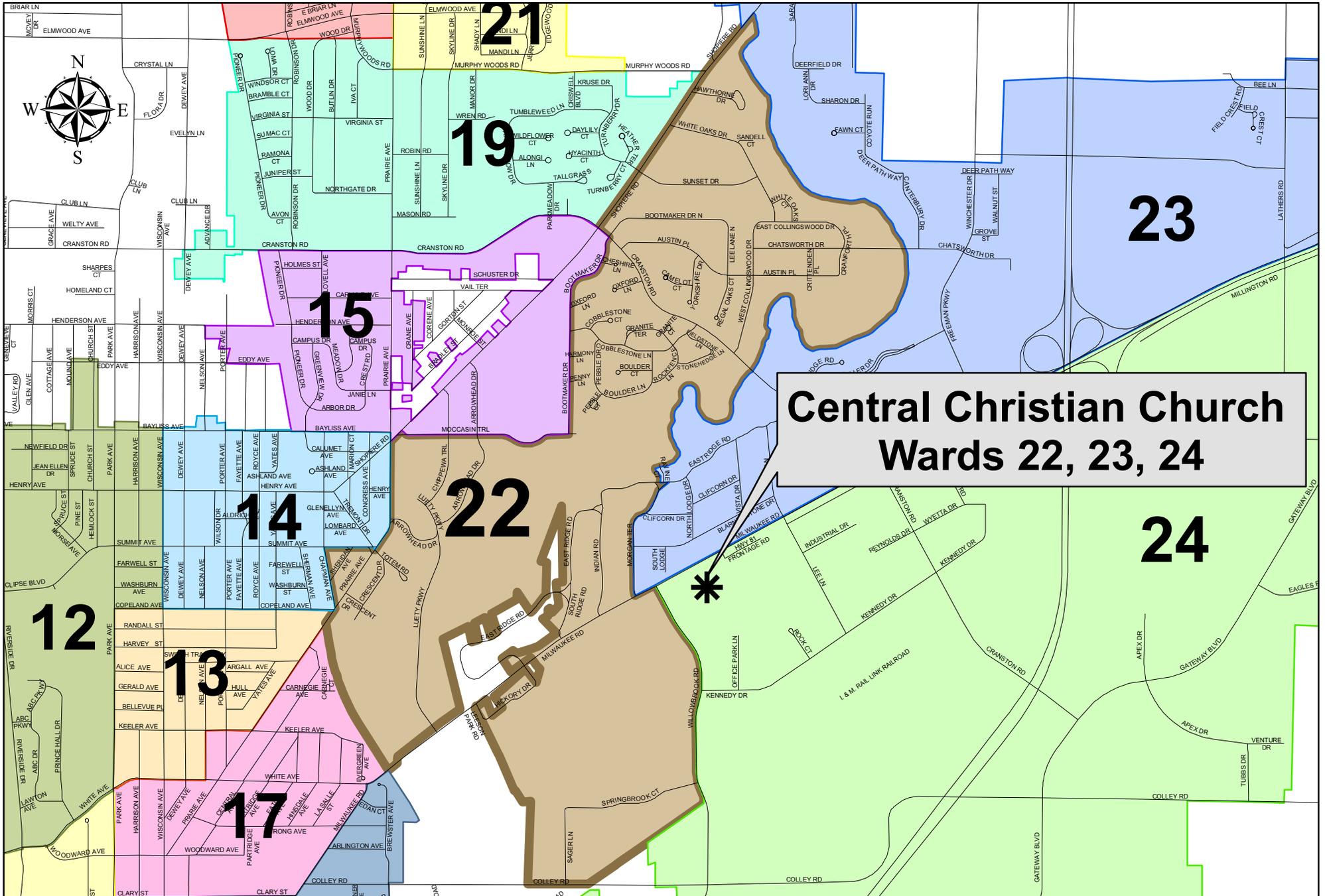
City of Beloit Tentative Ward Map - July 2011

Ward 21



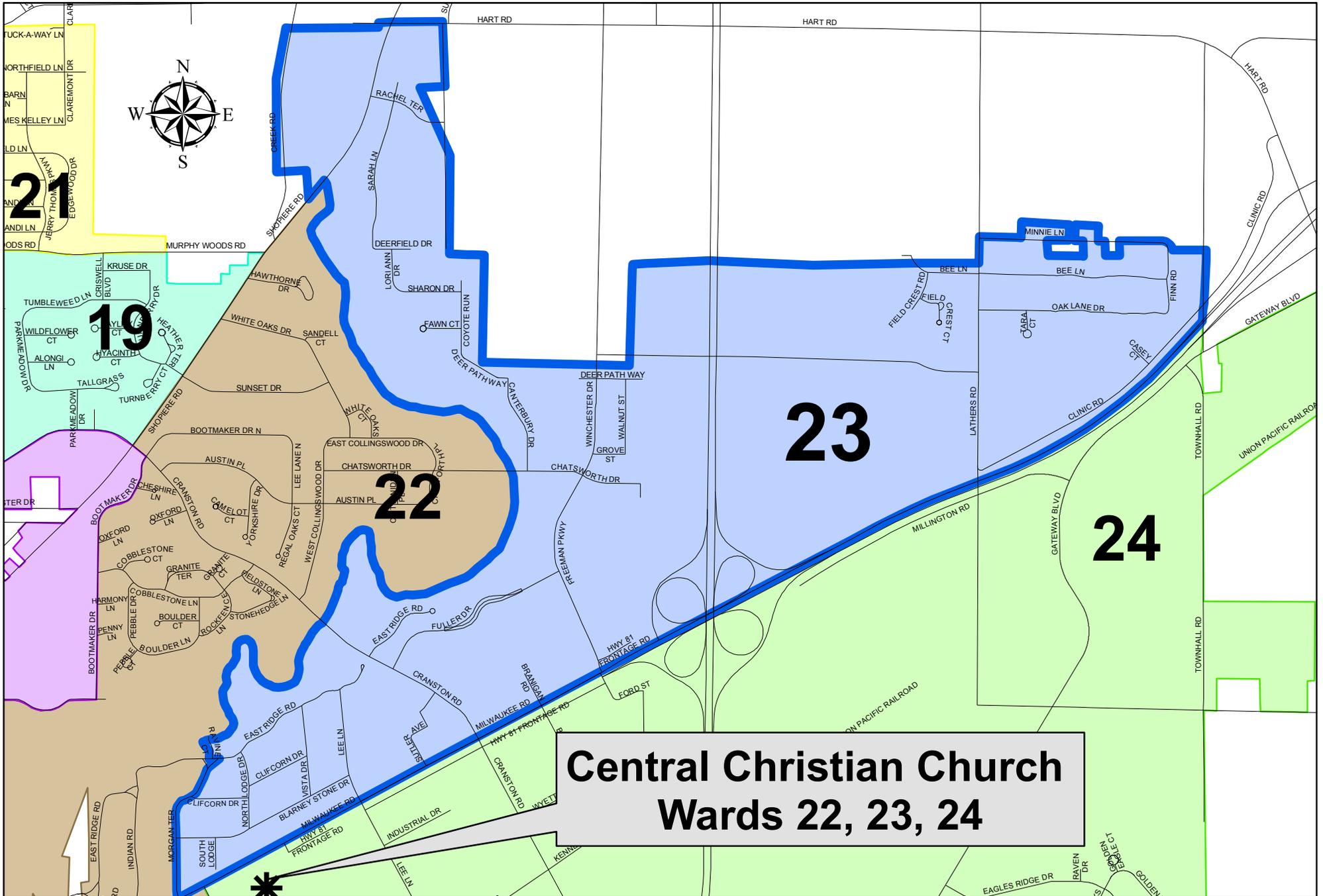
City of Beloit Tentative Ward Map - July 2011

Ward 22



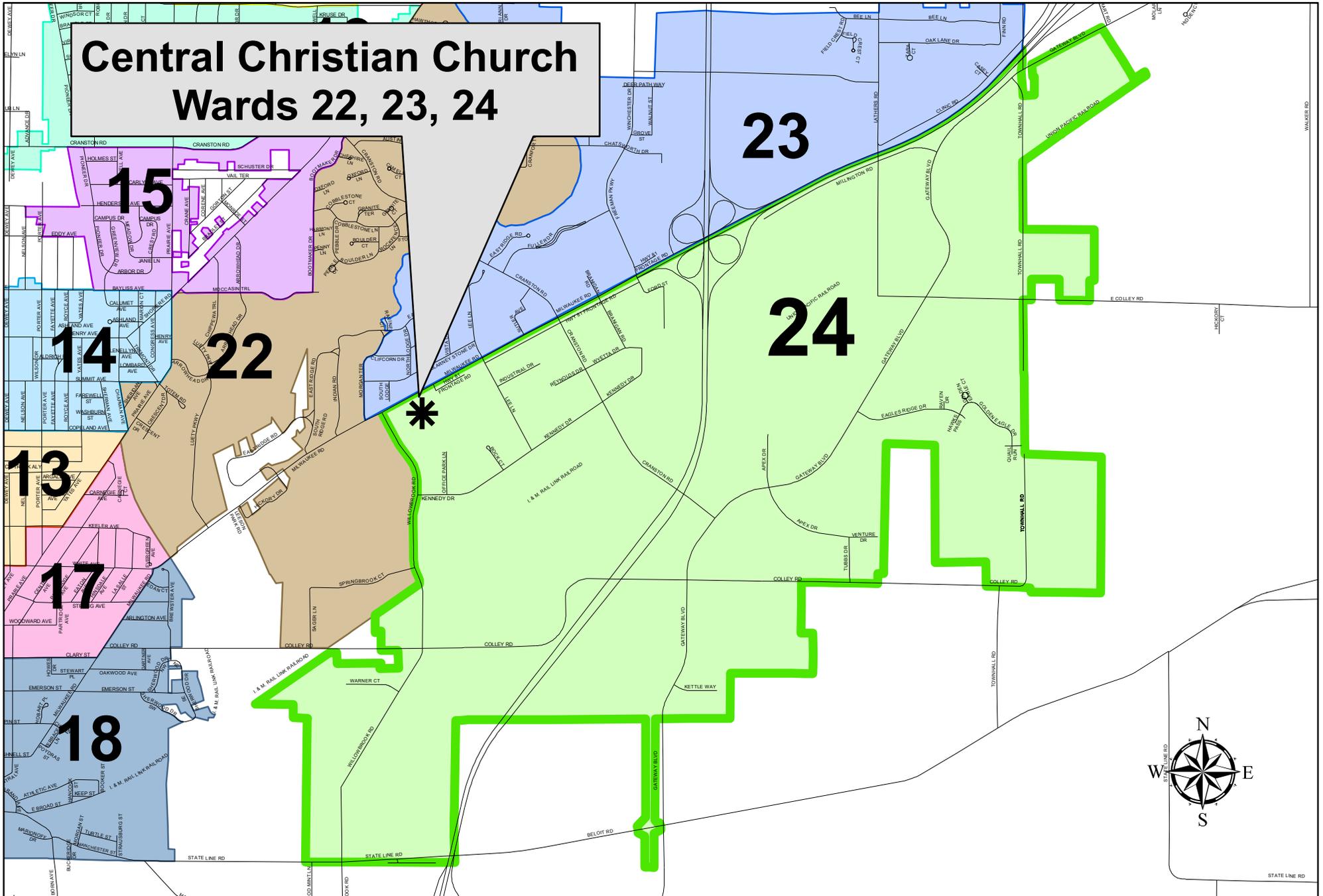
City of Beloit Tentative Ward Map - July 2011

Ward 23



City of Beloit Tentative Ward Map - July 2011

Ward 24



2012 City of Beloit Proposed Ward Population and Racial Composition

City of Beloit Ward	Population	% of Ward White	% of Ward Hispanic	% of Ward Black	% of Ward American Indian	% of Ward Asian	% of Ward Other	% of Ward Other Multi
Ward 1	839	66%	9%	20%	2%	3%	0%	0%
Ward 2	1714	78%	9%	11%	0%	1%	0%	0%
Ward 3	1842	84%	7%	8%	1%	1%	0%	0%
Ward 4	1909	79%	13%	7%	1%	0%	0%	0%
Ward 5	1630	75%	16%	8%	1%	0%	0%	0%
Ward 6	1863	55%	26%	17%	1%	1%	0%	0%
Ward 7	1847	48%	23%	26%	2%	1%	0%	1%
Ward 8	1659	64%	18%	15%	1%	1%	0%	1%
Ward 9	1815	66%	21%	12%	1%	0%	0%	0%
Ward 10	1923	70%	14%	13%	1%	1%	0%	0%
Ward 11	1132	35%	37%	27%	1%	0%	0%	0%
Ward 12	1154	41%	25%	32%	1%	0%	1%	0%
Ward 13	1346	20%	35%	44%	0%	1%	0%	1%
Ward 14	1741	46%	23%	30%	0%	1%	0%	0%
Ward 15	1284	74%	8%	15%	1%	2%	1%	0%
Ward 16	1813	73%	7%	12%	1%	6%	0%	1%
Ward 17	1782	52%	25%	20%	1%	1%	0%	1%
Ward 18	1804	64%	15%	17%	0%	2%	0%	0%
Ward 19	1922	69%	15%	14%	1%	2%	0%	0%
Ward 20	842	67%	8%	22%	0%	2%	0%	0%
Ward 21	1299	59%	14%	24%	0%	2%	0%	1%
Ward 22	1681	83%	6%	7%	0%	3%	0%	0%
Ward 23	1091	81%	8%	6%	0%	4%	0%	1%
Ward 24	1034	59%	31%	7%	0%	3%	0%	0%

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A DEVELOPMENT AGREEMENT
WITH NORTHSTAR MEDICAL RADIOISOTOPES, LLC**

WHEREAS, NorthStar Medical Radioisotopes, LLC is a start-up manufacturer of medical radioisotopes; and

WHEREAS, NorthStar Medical Radioisotopes, LLC is interested in developing its production capacity to meet demand for its products; and

WHEREAS, NorthStar Medical Radioisotopes, LLC has conducted an extensive competitive site selection search and has selected Beloit as the preferred location for the new development; and

WHEREAS, the Beloit City Council wishes to encourage NorthStar Medical Radioisotopes, LLC to develop its facilities in the City of Beloit as it is a highly desired business, will contribute significantly to the tax base, and be a substantial employer; and

WHEREAS, the Beloit City Council finds that the proposed Development Agreement attached hereto will accomplish said purposes.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute the Development Agreement on behalf of the City of Beloit.

BE IT FUTHER RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute any additional documents necessary to carry out the terms and conditions of the Development Agreement.

Adopted this 5th day of July, 2011

City Council of the City of Beloit

Kevin D. Leavy, President

Attest:

Rebecca S. Housman, City Clerk

CITY OF БЕЛОIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution authorizing the City Manager to enter into a development agreement with NorthStar Medical Radioisotopes, LLC.

Date: 7/5/11

Presenter(s): Andrew Janke

Department(s): Economic Development

Overview/Background Information: NorthStar Medical Radioisotopes, LLC. (NorthStar) is proposing to develop a production facility in Beloit that utilizes Linear Accelerators to produce isotopes that are used in diagnostic medical imaging. This proprietary technology developed by the company allows for the first domestic production of molybdenum-99 (Moly-99) an isotope used to support 50,000 diagnostic procedures each day in the United States. NorthStar's process utilizes a stable non-radioactive isotope as a source material. Compared to current processes that use uranium, the NorthStar process produces significantly less waste by-products which can be easily handled and disposed of. As there is no reactor or highly radioactive material used in the process, it will be licensed by the Wisconsin DNR. The project involves the construction of an 82,000 square foot production facility on an M-1 zoned site west of Gateway Boulevard and south of Eagles Ridge Drive just north of the Gateway Business Park. The facility will include a 30,000 square foot Laboratory/Office and up to 14 LINAC facilities each containing four Linear Accelerators. A key component to the selection of the site was that Alliant Energy will be constructing a new electrical power sub-station immediately to the north of the site. This will ensure a source of affordable and reliable electrical power. The company will be investing \$194 million into the facility and they hope to break ground by mid-2012 and begin production by 2013. The company plans to create over 150 jobs by 2016. Job positions are mostly highly specialized, filled by scientists and engineers. Other positions being filled are in accounting, customer service, sales, material-handling, and shipping, among others. The State of Wisconsin and the City of Beloit were both involved in offering incentive packages that include:

Key Issues (maximum of 5):

1. The City has offered a TID #10 financed "Pay As You Go" Direct Developer Incentive. This incentive will be for 35% of NorthStar's annual increment paid into the TIF District and will be paid out in annual installments over the course of ten years. If the district terminates prior to the tenth payment being made, up to three payments may be made in its final year.
2. The City is also offering a TID #10 financed \$50,000 training grant.
3. The City will purchase 19.9 acres from Turtle Creek Development and 13 acres from MLG/BRC to create the 33 acre Project Site. Purchase price for both properties will not exceed \$900,000. The property will then be conveyed to NorthStar for \$1.
4. The state has agreed to support the project by establishing the project site as an Enterprise Zone which would support a Wisconsin Income Tax Credit allocation of up to \$14 million dollars.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.): This business development project clearly supports Goal #2 since it will result in the creation of new jobs and will leverage new private investment.

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

- **Reduce dependence upon fossil fuels**
As Moly-99 is currently not produced in the U.S. therefore being able to source domestically less energy will be required for shipping.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
Current production processes for Moly-99 uses uranium as a source material and that is costly and long lasting. NorthStar's technology uses a stable non-radioactive isotope that is easily handled and disposed of.

- **Reduce dependence on activities that harm life sustaining eco-systems**

The proposed development will not impact wetlands or sensitive wildlife.

- **Meet the hierarchy of present and future human needs fairly and efficiently**

The project achieves this by creating good paying jobs. The project will also be developed in an existing industrial park and therefore will not contribute to urban sprawl and no new public infrastructure will need to be extended.

Action required/Recommendation: Staff recommends approval of the resolution.

Fiscal Note/Budget Impact: The project will add increment to TID # 10 which is already cash flowing positively.

DEVELOPMENT AGREEMENT
NORTHSTAR MEDICAL RADIOISOTOPES, LLC

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made as of the _____ day of _____, 2011, by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter “City”) and NorthStar Medical Radioisotopes, LLC, an Wisconsin corporation, with its principal office at 706 Williamson Street, Suite #2, Madison, Wisconsin 53703 (hereinafter “NorthStar”).

RECITALS

WHEREAS, NorthStar desires to construct and operate a linear particle accelerator in the City (the “LINAC Facility”); and

WHEREAS, NorthStar has explored several alternative locations and found a site in the City suitable for NorthStar’s construction and operation of the LINAC Facility; and

WHEREAS, the proposed LINAC Site is located in the City’s Tax Incremental District No. 10 (the “District”); and

WHEREAS, the City and the State of Wisconsin wish to encourage and incentivize NorthStar to locate the LINAC Facility in the City; and

WHEREAS, NorthStar is willing to commit to construction of the LINAC Facility within the City upon the terms and conditions set forth in this Agreement; and

WHEREAS, the City established the District to promote development in the City and the District by making certain grants, paying development incentives, and incurring project costs; and

WHEREAS, as an inducement to NorthStar to develop the LINAC Facility within the District, in order to make the LINAC Facility financially feasible and in order to implement the District's project plan, the City finds it appropriate to provide the development incentives set out in this Agreement.

NOW, THEREFORE, the City and NorthStar agree as follows:

1. ACQUISITION OF LINAC SITE; CONVEYANCE OF LINAC SITE TO NORTHSTAR.

(a) The City and NorthStar have identified two (2) contiguous parcels of land, which together are suitable for the construction of the LINAC Facility. The first parcel is owned by Turtle Creek, LLC and consists of approximately 19.9 acres, as described on Exhibit A-1 (the "Turtle Creek Land"), and the second parcel is owned by MLG/BRC Beloit LLC and consists of approximately 13 acres, as described on Exhibit A-2 (the "MLG/BRC Land"). The City intends to enter into one or more option agreements or purchase contracts to acquire the Turtle Creek Land and the MLG/BRC Land (the "Acquisition Agreement(s)").

(b) Upon acquisition of the Turtle Creek Land and the MCG/BRC Land, the City shall, at its sole cost and expense, create one, single legal lot by filing and recording of a certified survey map ("CSM"), comprised of the Turtle Creek Land and the MCG/BRC Land, which combined parcel shall hereinafter be referred to as the "LINAC Site." The final CSM shall be subject to NorthStar's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. It is expected that the LINAC Site will consist of approximately thirty-three (33) acres, including approximately two (2) acres of preserved wetlands and one (1) acre along the southern boundary preserved for future road right-of-way. In the event said one-acre area is ever dedicated as a public right-of-way, there

shall be no costs assessed or charged to NorthStar for any such dedication or construction, and all costs associated therewith shall be the sole obligation of the City.

(c) The parties' obligations under this Agreement shall be subject to the City's acquisition of the Turtle Creek Land and the MLG/BRC Land for an aggregate purchase price not in excess of Nine Hundred Thousand Dollars (\$900,000). In the event the City fails to enter into the Acquisition Agreements for the Turtle Creek Land and the MLG/BRC Land on or before the date which is ninety (90) days from the date of this Agreement (the "Acquisition Date"), this Agreement shall terminate and the parties shall have no further rights or obligations, unless NorthStar shall agree, in writing, to extend the Acquisition Date. Notwithstanding the foregoing, the City shall use best efforts to acquire the Turtle Creek Land and the MLG/BRC Land as contemplated herein.

(d) Upon the City's acquisition of the Turtle Creek Land and the MLG/BRC Land and subsequent creation of the LINAC Site, the City shall sell the LINAC Site to NorthStar for the sum of One Dollar (\$1.00) and other good valuable consideration, including the obligations of NorthStar set forth in this Agreement, pursuant to the terms of the Commercial Offer to Purchase attached hereto as **Exhibit B** (the "Offer"). Such conveyance shall be evidenced by a general warranty deed, subject only to municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, together with the road right-of-way preservation area described herein. The sale of the LINAC Site from the City to NorthStar shall occur within five (5) business days of the last to occur of (i) NorthStar's receipt of all required permits and approvals from any governmental or regulatory authority, agency or body with jurisdiction over the LINAC Facility and/or the LINAC Site; (ii) completion of any required Federal, state or local review processes with respect to the LINAC Facility and/or the LINAC Site; and (iii) the expiration of any appeal

periods respect to (i) or (ii). The date by which (i), (ii) and (iii) are satisfied is hereinafter referred to as “Completion of the Approval Process.” Notwithstanding the foregoing, NorthStar shall have no obligation to commence efforts to secure the permits or approvals or complete the permitting or review processes contemplated by (i) and (ii) respectively, until the City has delivered to NorthStar fully executed copies of the Acquisition Agreement(s).

(e) Notwithstanding any provision herein to the contrary, NorthStar shall have the right to transfer or convey the LINAC Site to a wholly-owned limited liability company, provided NorthStar causes such wholly-owned subsidiary to agree in writing to observe all of the obligations of NorthStar set forth herein with respect to the LINAC Site.

2. CONSTRUCTION OF LINAC FACILITY. Subject to the conditions set forth herein, NorthStar shall construct the LINAC Facility on the LINAC Site. The LINAC Facility shall be constructed as generally shown on the site plan attached hereto as **Exhibit C**, subject to any changes or alterations (i) required by any governmental or regulatory authority, agency or body with jurisdiction over the LINAC Facility and/or the LINAC Site, or (ii) deemed reasonably necessary or advisable by NorthStar in furtherance of its operation of the LINAC Facility. It is expected that when fully built, the LINAC Facility will consist of approximately Eighty-Two Thousand (82,000) square feet of space. It is expected that the estimated cost to construct the LINAC Facility, together with all associated machinery and equipment to be located therein, will be approximately One Hundred Ninety-Four Million Dollars (\$194,000,000).

3. CONSTRUCTION TIMETABLE. If and when NorthStar purchases the LINAC Site from the City, NorthStar shall commence construction of the LINAC Facility, which the parties anticipate will be no later than June 30, 2012, and continue in accordance with the construction schedule attached hereto as **Exhibit D** (the “Projected Construction Schedule”), which Projected Construction Schedule shall be revised and updated by the written consent of both parties hereto

from time to time. The parties hereto anticipate that the LINAC Facility will be completed by December 31, 2016.

4. SITE PLAN REVIEW AND BUILDING PERMITS. NorthStar agrees to submit its building and site plans for the LINAC Facility to the City for review and approval in accordance with the City's zoning, building and architectural review ordinances. NorthStar shall use due diligence in its preparation of and pursuit of all necessary governmental permits and reviews.

5. ZONING. The City represents that the Turtle Creek Land and the MLG/BRC Land is currently zoned M-1, general manufacturing district, and that upon creation of the LINAC Site, that no zoning changes are needed to permit construction or operation of the proposed LINAC Facility on the LINAC Site.

6.PRECLOSING ACCESS. The City acknowledges and agrees with NorthStar's need to have preclosing access to the LINAC Site (or, if prior to the creation of the LINAC Site, Turtle Creek Land and/or the MLG/BRC Land). The City agrees to use good faith efforts in negotiating the Acquisition Agreements referred to in Paragraph 1(a) herein so as to include authority for NorthStar and its authorized representatives to enter onto the Turtle Creek Land and the MLG/BRC Land prior to the closing and to do each of the following:

(a) conduct any soil surveys, soil borings or other testing necessary to satisfy NorthStar that the Turtle Creek Land and the MLG/BRC Land is physically suitable for the construction of the LINAC Facility; and

(b) conduct any environmental investigation or testing necessary to satisfy NorthStar that the Turtle Creek Land and the MLG/BRC Land is environmentally suitable for the construction of the LINAC Facility.

If NorthStar fails to close on the Turtle Creek Land and the MLG/BRC Land for any reason, NorthStar will restore the Turtle Creek Land and the MLG/BRC Land to its original condition.

NorthStar agrees to use reasonable efforts to minimize disturbance of the land and damages to crops growing thereon and shall be financially responsible for any crop damage or any other damages that are not capable of restoration. NorthStar agrees that in consideration of the preclosing access to the Turtle Creek Land and the MLG/BRC Land, NorthStar will indemnify and hold the City harmless from any liability arising out of the acts or omissions of NorthStar, its officers, managers, members, employees or agents while occupying, entering or leaving the Turtle Creek Land or the MLG/BRC Land.

7. DIRECT DEVELOPER INCENTIVE PAYMENTS.

(a) The LINAC Site will be located in Tax Incremental Financing District (TID) #10 in the City of Beloit, which was established on January 1, 2001, and the boundaries of which were amended on the September 12, 2005 (the “District”). In consideration of and as an inducement to NorthStar’s development of the LINAC Facility in the District, together with the benefits, including an increased tax base, which will accrue to the City, the City shall make a series of Direct Developer Incentive Payments (each a “DDI Payment”) to NorthStar as provided herein. The first annual DDI Payment shall be made on September 1 of the year following the first tax year during which the LINAC Facility is assessed, and thereafter on September 1 of each of the next nine (9) consecutive years. For purposes of this Paragraph 7, the term “Available Tax Increment” shall mean thirty-five percent (35%) of the amount of real and personal property tax increment actually paid by NorthStar, or any successor or assign under this Agreement, and received by the City (as defined in Section 66.1105 Stats.) and generated solely by the development of the LINAC Facility above the Property Tax Increment Base during a calendar year. For purposes of this Agreement, the term “Property Tax Increment Base” means the aggregate value, as equalized by the Wisconsin Department of Revenue, of the LINAC Site and any personal property thereon as of September 12, 2005.

(b) The City's obligations to make DDI Payments shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability or be deemed to have obligated itself to pay the DDI Payments from any funds except the Available Tax Increment, and then only to the extent and in the manner herein specified.

(c) If no Available Tax Increment is available during any year in which a DDI Payment is otherwise payable, the City shall have no obligation to pay any DDI Payment for that year under this Agreement. Such failure shall not constitute a default under this Agreement. For any year during which there is no Available Tax Increment, an additional year will be added to the total number of years for which NorthStar is eligible for DDI Payments; provided, however, this shall not extend the obligation of the City beyond the provisions of Paragraph 7(d) herein. Except as provided below, the City shall have no obligation to subsequently pay any such deficiency unless the deficiency is the direct result of the failure of the County to timely remit the proper amount of Available Tax Increment, in which case, such deficiency shall be paid promptly upon remittance by the County. If on any payment date there is insufficient Available Tax Increment to make the scheduled payment due on such date, the amount of such deficiency in the scheduled payment shall be deferred and shall be paid on the next payment date on which the City has tax increment in excess of the amount necessary to make the scheduled payment due on such payment date, provided sufficient tax increment is available and exists. Notwithstanding anything to the contrary set forth in this Agreement, interest shall not compound on any deferred payments or otherwise.

(d) The City represents and warrants that the District terminates on October 16, 2023 (the "District Termination Date"). To the extent that DDI Payments, as provided for herein, remain due and payable following the District Termination Date, the City shall pay a multi-year final payment at the time the last DDI Payment is made prior to the District Termination Date. The multi-year final payment shall be in an amount equal to the number of

years DDI Payments would otherwise continue to be payable but for the District Termination Date, and shall also include the last payment due prior to the District Termination Date. Each DDI Payment included in the multi-year final payment shall be equal to the last DDI payment made prior to the District Termination Date. In no case shall the multi-year final payment include more than two years of DDI Payments (not including the last payment due or made prior to the District Termination Date).

(e) The City's obligation to pay the annual DDI Payments as contemplated hereunder is conditioned upon continued production of medical radioisotopes and related products from the LINAC Facility, subject to normal interruptions to which production facilities are subject, including, without limitation, retooling, equipment upgrades and the like.

(f) DDI Payments attributable to personal property shall be based solely upon personal property actually located at the LINAC Facility.

(g) The DDI Payments shall not be deemed a "rebate" of real or personal property taxes, but rather the use of such taxes paid being a reasonable measure for the reimbursement of certain project costs incurred by NorthStar in connection with the development of the LINAC Facility.

8. OTHER INCENTIVES.

(a) Enterprise Zone Tax Credits. A written commitment has been issued by the State of Wisconsin to grant to NorthStar enterprise zone tax credits in the amount of \$14 Million (\$14,000,000), specifying certain conditions precedent to the disbursement of the tax credits. A copy of that commitment is attached hereto marked Exhibit E.

(b) Designation as Enterprise Zone. The City will assist NorthStar in obtaining an Enterprise Zone ("EZ") designation for the LINAC Site from the State of Wisconsin Department of Commerce.

(c) Training Grant. The City shall provide a grant in the amount of \$50,000 to be used by NorthStar for training new employees during the start-up period. Said grant shall be payable within sixty (60) days of initial occupancy.

9. JOB CREATION AND RETENTION. NorthStar agrees to create and fill at least one hundred fifty-one (151) new full-time positions (the "Minimum LINAC Positions") at the LINAC Facility on or before December 31, 2016. If NorthStar fails to create and/or maintains less than the Minimum LINAC Positions, each DDI Payment due during such period of non-compliance shall be reduced by an amount equal to the percentage difference between the Minimum LINAC Positions and the then-current number of actual jobs created and/or maintained at the LINAC Facility. This formula will be used to recalculate a DDI payment in any and all years the number of jobs maintained at the LINAC Facility falls below the Minimum LINAC Positions. For purposes of this Agreement, a "full-time" position means a regular full-time position for which the employee is required, as a condition of employment, to work at least forty (40) hours per week and two thousand eighty (2,080) hours per year, less time off for holidays, paid vacations and other leave approved by NorthStar.

10. INVESTMENT IN GREATER BELOIT ECONOMIC DEVELOPMENT CORPORATION ("GBEDC"). NorthStar agrees that in further consideration of the DDI payments contemplated in Paragraph 7(e) above, upon execution of this Agreement and until such time as all DDI payments have been made, NorthStar shall become an investor in GBEDC. As an investor, NorthStar shall pay annual investment dues to GBEDC in accordance with the annual dues schedule to which all investors in GBEDC are subject. Said dues are set on an annual calendar year basis. For the first year of this Agreement, NorthStar shall pay a prorated amount reflecting the number of months from the month of execution through December. Such prorated payment shall be due within 30 days of execution of this Agreement.

11. RECORDABLE DOCUMENT. A memorandum of this Agreement may be recorded with the Register of Deeds for Rock County, Wisconsin.

12. REPRESENTATIONS AND WARRANTIES OF NORTHSTAR. As of the date of this Agreement, NorthStar hereby represents and warrants to the City that:

(a) NorthStar is a limited liability company duly organized and existing under the laws of the State of Wisconsin.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by NorthStar's Board of Managers. No other proceedings on the part of NorthStar are necessary to authorize this Agreement or the transactions contemplated hereby.

(c) Neither the execution and delivery of this Agreement by NorthStar, nor the consummation of the transactions contemplated by this Agreement will violate any provision of NorthStar's Articles of Organization, Third Amended and Restated Operating Agreement, as amended, contractual obligations with others, or any applicable local, state or federal law.

13. REPRESENTATIONS AND WARRANTIES OF THE CITY. As of the date of this Agreement, the City hereby represents and warrants to NorthStar that:

(a) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the City Council. No other proceedings on the part of the City are necessary to authorize this Agreement or the transactions contemplated hereby.

(b) Neither the execution and delivery of this Agreement by the City, nor the consummation of the transactions contemplated by this Agreement will violate any provision of the City's municipal charter, bylaws, contractual obligations with others, or any applicable local, state or federal law.

14. COVENANTS OF NORTHSTAR.

(a) NorthStar shall provide the City with satisfactory evidence that the person(s) executing this Agreement on behalf of NorthStar is properly authorized to do so.

(b) NorthStar shall execute and deliver any documents reasonably required by the title insurance provider, including, but not limited to, resolutions or evidence of authority as may be required by the title insurance provider to issue a title policy with respect to the LINAC Site, showing title in the LINAC Site in the name of the “purchaser” identified in the Offer, provided that the title insurance provider has entered into a confidentiality agreement in a form reasonably acceptable to such “purchaser.”

(c) NorthStar shall pay when due all Federal, state and local taxes with respect to the LINAC Site and/or LINAC Facility; provided, NorthStar shall be required to pay such amounts with respect to the LINAC Site only after it has taken title to the same. Notwithstanding the foregoing, nothing in this Paragraph 14(c) shall restrict the right of NorthStar to challenge any tax or assessment.

(d) During the term of this Agreement, NorthStar shall maintain insurance in such amounts and against such risks both generally and specifically with respect to the LINAC Site, as are customarily insured against in developments of like size, kind and character, including customary builders risk or equivalent insurance during construction and customary casualty, property and liability insurance. NorthStar shall provide the City satisfactory evidence of all such insurance. So long as this Agreement is in effect, in the event of damage to the LINAC Facility as a result of fire or other casualty, NorthStar shall use all insurance proceeds with respect to such casualty to repair the LINAC Facility to the same condition, as nearly as possible, as existed immediately prior to such casualty. Any proceeds of insurance remaining after NorthStar has repaired the LINAC Facility as contemplated herein shall be subject to no further limitations. Notwithstanding any provision herein to the contrary, the City shall have no interest or claim to any portion of the proceeds

of any insurance carried by NorthStar on the LINAC Facility or NorthStar's fixtures, equipment or personal property.

15. PROOF OF APPROVAL OF AGREEMENT. Each of the parties shall provide the other with a certified copy of a resolution of their governing body authorizing the entry into this Agreement and authorizing the persons designated as signatories below to execute this Agreement.

16. AFFIRMATIVE ACTION. NorthStar has adopted or promptly following this Agreement will adopt an affirmative action plan to increase in its partners, associates, and employees members of under-represented groups in all of its departments, job classifications, and salary categories. In the event that NorthStar subcontracts any portion of this Agreement, NorthStar will include, in its subcontracts, a requirement that its subcontractors adopt or agree to adopt an affirmative action plan. NorthStar will also include a requirement that its subcontractors include a similar requirement in their contracts with their subcontractors. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of that ordinance.

17. NONDISCRIMINATION. NorthStar will not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. In the event any portion of this Agreement is subcontracted by NorthStar, NorthStar shall include in such subcontract a provision prohibiting the subcontractor from discriminating against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of said ordinance.

18. APPLICABLE LAW AND JURISDICTION. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, and the parties agree that the Rock County Circuit Court shall have jurisdiction to handle any litigation between the parties.

19. SEVERABILITY. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In any case, any invalid or unenforceable provision shall be replaced by the City and NorthStar with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

20. ENTIRE AGREEMENT. This Agreement, together with the Exhibits attached hereto, contain the entire agreement of the parties regarding this project. All prior negotiations and discussions have been merged into this Agreement and/or the Exhibits attached hereto.

21. AMENDMENTS. No amendment to this Agreement shall be binding upon any party hereto until such amendment is reduced to writing and executed by the parties.

22. AUTHORITY. Each person signing this Agreement represents that he or she is authorized by his or her organization to execute this Agreement on behalf of that organization or entity.

23. FORCE MAJEURE. No party shall be responsible to the other party for any losses if the fulfillment of any term of this Agreement is delayed or prevented by civil disorders, wars, strikes, floods, fires, acts of God, or by any other cause not within the control of the party whose performance was interfered with and which, by the exercise of reasonable diligence, such party is unable to prevent, whether or not of the class of causes enumerated above, and the time for performance shall be extended for the period of delay occasioned by any such cause.

24. ASSIGNMENT AND TRANSFER. NorthStar may not assign its interest in this Agreement to a third party without the prior written consent of the City. Notwithstanding the foregoing, NorthStar shall have the right to assign this Agreement and its rights and obligations

hereunder, in whole or in part, (a) to any subsidiary or parent of an entity under common control with NorthStar (each an “Affiliate”); or (b) in connection with any sale of all or substantially all of the assets, or change of control, of NorthStar or any Affiliate, whether direct or indirect, by merger or otherwise; provided that the City is promptly notified and provided a copy of all appropriate documentation, and that such assignee, transferee or successor agrees in writing, satisfactory to the City, to perform the obligations of NorthStar and/or such Affiliate arising under this Agreement. In addition NorthStar may sell, transfer or convey the LINAC Site to a third party without restriction at any time after the Completion of the Approval Process; provided such third party (a) executes an agreement approved by the City, with said approval not to be unreasonably withheld, wherein such third party assumes all obligations of NorthStar hereunder, including, without limitation, those set forth in Paragraph 6 and Paragraph 7; and (b) such third party has sufficient financial wherewithal to fulfill the obligations of NorthStar hereunder, in the reasonable opinion of the City. For the avoidance of doubt, upon execution and delivery of such Agreement to the City, as contemplated by the two preceding sentences, and in the case of the preceding sentence, a positive determination as to the financial wherewithal of such third party, the City shall perform all of its obligations set forth herein, including, without limitation, payment of any remaining DDI payments. The City hereby acknowledges and agrees that NorthStar has the right to make a collateral assignment of this entire Agreement to a lender as part of NorthStar’s first mortgage loan on the LINAC Facility; provided, however, (i) NorthStar must first give notice to the City together with a copy of the proposed collateral assignment, and the City shall have five (5) business days to review the same; and (ii) the collateral assignment does not and does not attempt to amend, modify, add to, or supplement any provisions of this Agreement.

25. INDEMNIFICATION.

(a) Each party hereby agrees to defend and hold the other parties, their officers, agents and employees harmless from any liability for any claims, including attorney’s fees,

arising out of its negligent acts or omissions or the negligent acts or omissions of its officers, agents and employees.

(b) NorthStar further agrees to defend, indemnify and hold the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Paragraph, collectively the “Indemnified Parties”) harmless, except to the extent caused by any negligence, willful misrepresentation or willful misconduct of the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of NorthStar (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance and operation of the LINAC Facility.

26. NO PARTNERSHIP CREATED. This Agreement does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of the other party. The City shall have no obligation or liability to any lending institution, architect, contractor, subcontractor, or other party retained by NorthStar to assist NorthStar in the performance of its obligations under the terms and conditions of this Agreement. NorthStar specifically agrees that no representation shall be made to any third party that NorthStar and the City are partners or joint venturers.

27. HEADINGS. The headings set forth in this Agreement are for convenience and reference only and do not define or limit the scope or content of this Agreement or affect any of its provisions.

28. DEFAULT AND NOTICE OF DEFAULT. Any party seeking to enforce its rights hereunder may do so only after giving advance written notice to the other party reasonably identifying the alleged breach and giving the breaching party sixty (60) days in which to cure the

alleged breach. In the event that any party institutes an action to enforce its rights hereunder, the prevailing party in such action shall be entitled to recover all costs, including reasonable attorney's and professional fees which may have been incurred in bringing such action. In the event of a material breach by either party, the non-breaching party retains as an available remedy, the remedy of rescission of this Agreement.

29. NOTICES. Notices to the parties to this Agreement shall be as follows:

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

with a copy to: Attn: City Attorney
City of Beloit
100 State Street
Beloit, WI 53511

To NorthStar: Attn: George P. Messina, Chairman, President & CEO
NorthStar Medical Radioisotopes, LLC
706 Williamson Street, Suite 2
Madison, WI 53545

With a copy to: Attn: Brian W. Bauman
Foley & Lardner LLP
150 East Gilman Street
Madison, WI 53703

CITY OF BELOIT

**NORTHSTAR MEDICAL
RADIOISOTOPES, LLC**

By: _____
Larry N. Arft, City Manager

By: _____
George P. Messina, President & CEO

ATTEST:

By: _____
Rebecca S. Houseman, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas R. Casper, City Attorney

I hereby certify that there are sufficient funds available to pay the liability incurred by the City of Beloit pursuant to this Agreement.

By: _____
Paul York, City Comptroller

AUTHENTICATION

Signature(s) of Larry N. Arft, Rebecca S. Houseman and Paul York authenticated on the _____ day of _____, 2011.

* _____
Thomas R. Casper
TITLE: MEMBER STATE BAR OF WISCONSIN

STATE OF WISCONSIN)
)SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2011, the above-named George P. Messina, to me known to be such Chairman, President and CEO of NorthStar Medical Radioisotopes, LLC and to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Exhibit A-1

Legal Description of Turtle Creek Land

Exhibit A-2

Legal Description of MLG/BRC Land

Exhibit B

Commercial Offer to Purchase

Exhibit C

Site Plan

Exhibit D

Projected Construction Schedule

**RESOLUTION
AWARDING CONTRACT C11-24 GANTRY AND GANTRY PLAZA**

WHEREAS, the adopted capital improvements budget for 2010 provided funding and an appropriation for the construction of the Gantry Structure and Gantry Plaza, and;

WHEREAS, project design and construction bid specifications were developed by the City Engineer and distributed to qualified contractors, and;

WHEREAS, the project will construct a decorative industrial art structure, a raised stage, decorative multi-colored lighting accents, a sloped lawn area, landscaped planters, and decorative benches, trash and recycling receptacles, and brick inlays, and;

WHEREAS, on June 22, 2011, Three (3) competitive bids were received, and;

WHEREAS, Gilbank Construction, Inc. is a qualified bidder, and;

NOW, THEREFORE BE IT RESOLVED, that Contract C11-24, Gantry and Plaza, be, and hereby is, awarded to Gilbank Construction, Inc., Clinton Wisconsin, in the following amounts:

Gilbank Construction, Inc.
301 Scot Drive
Clinton, WI 53525

Total Bid with all alternates	\$ 287,169.50
Allowance for Change Orders and/or Extra Work	\$ 43,030.50
TOTAL CONSTRUCTION CONTRACT AMOUNT	\$ 330,200.00

AND BE IT FURTHER RESOLVED, that the amount of \$330,200.00, be, and hereby is, funded as follows:

P4506569-5514-2011 State Street Broad to Grand - Streets	\$ 290,200.00
Stateline Community Foundation Grant from Fat Wallet Charitable Foundation	\$ 40,000.00
TOTAL	\$ 330,200.00

Dated at Beloit, Wisconsin this 5th day of July, 2011.

City Council of the City of Beloit

Kevin D. Leavy
Council President

ATTEST:

Rebecca S. Houseman
City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Award of Bids for C11-24, Gantry Structure and Gantry Plaza

Date: July 5, 2011

Presenter(s): Michael Flesch, City Engineer

Department(s): Public Works/Engineering

Overview/Background Information:

This project will construct a decorative industrial art structure, a raised stage, decorative multi-colored lighting accents, a sloped lawn area, landscaped planters, and decorative benches, trash and recycling receptacles, and brick inlays.

Key Issues (maximum of 5):

1. Three (3) bids were received for this project. The low bid of \$ 287,169.50 was from Gilbank Construction, Inc. and is 6.9% less than the engineer's estimate of \$ 306,958.50.
2. Unused contingency funds from C11-03 State Street Reconstruction are available for use on this project.
3. A private donation of \$40,000 from the Fat Wallet Charitable Foundation via the Stateline Community Foundation is being offered to the City to help pay for the Gantry Plaza stage feature.
4. The costs for this project along with the costs for C11-03 State Street Reconstruction are within the total established budget for these projects.
5. The Downtown Beloit Association supports awarding this project, as shown in the letter from the DBA to the City Council dated June 23, 2011.

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 appearance and amenities available in the Beloit City Center.

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

- **Reduce dependence upon fossil fuels**
N/A
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**
N/A
- **Reduce dependence on activities that harm life sustaining eco-systems**
N/A
- **Meet the hierarchy of present and future human needs fairly and efficiently**
The project meets the present and future human needs by providing a signature gathering space for downtown activates.

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 awarding the contract and all alternates to Gilbank Construction, Inc. in the amount of \$287,169.50.

Fiscal Note/Budget Impact:

Adequate funding of \$330,200.00 is available in the amended 2010 Capital Improvement Plan under State Street Reconstruction.

CITY OF BELOIT

DEPARTMENTAL CORRESPONDENCE

TO: Michael Flesch, City Engineer

FROM: Luke Arnold, Project Engineer

DATE: June 23, 2011

SUBJECT: Bid Results for Contract C11-24
Gantry and Gantry Plaza

Pursuant to advertisements placed June 7 & 14, 2011, bids were received until 11:30 a.m. on June 22nd, 2011 for C11-24 Gantry and Plaza. A summary and tabulation of bids is attached.

Three (3) bids were received for this project as follows:

1. Gilbank Construction, Inc. Clinton, WI	\$ 287,169.50	*Low Bid*
<i>Engineer's Estimate</i>	\$ 306,958.50	+6.9%
2. Klobucar General Contractors Beloit, WI	\$ 328,680.64	+14.5%
3. Scherrer Construction Co., Inc. Burlington, WI	\$ 367,383.99	+27.9%

PROJECT INFORMATION

This project will construct a decorative industrial art structure, a raised stage, decorative multi-colored lighting accents, a sloped lawn area, landscaped planters, and decorative benches, trash and recycling receptacles, and brick inlays.

This project was previously bid, and all bids were rejected by the City Council on April 18, 2011. The low bid for the previous solicitation was \$316,516.40. The City Council directed Engineering to perform a Value Engineering analysis on the project to identify potential cost reductions and re-bid the project. The result of the Value Engineering is a reduction in cost of \$29,346.90, or 9.3%.

The project was re-bid with a base bid and two alternate bids. The base bid is for the Gantry structure itself, the multi-colored decorative lighting, the landscaped planters, irrigation, a two coat paint system with an estimated lifespan of 15-20 years, and sidewalk restoration. The Gantry Painting alternate is for a third coat of paint that will add approximately 10-15 additional years to the lifespan of the paint on the structure, increasing it to 25-35 years. The Plaza alternate will add the stage feature, the brick inlay, the Plaza around the stage, the decorative benches, and the sloped lawn area, which will complete all of items included in the original scope of the project as envisioned by the DBA design team. Awarding the Plaza

alternate is also a requirement to receive a grant from the Fat Wallet Foundation in the amount of \$40,000.

Upon review of the Contractor's Proof of Responsibility Statement, Gilbank Construction, Inc. is determined to be a responsible bidder.

I recommend that Gilbank Construction be awarded the project, including all alternates. The following is a breakdown of the proposed project cost:

COSTS

Gilbank Construction, Inc. Base Bid	\$ 287,169.50
Allowance for Change Orders and/or Extra Work	\$ 43,030.50
Total Project Cost	\$ 330,200.00

TOTAL PROJECT FINANCIAL SUMMARY

This contract is a part of the State Street Reconstruction project, but was split off as a second contract. This was done to allow the street reconstruction to be completed prior to the beginning of the Farmer's Market in June, while the Gantry design continued in the meantime. Adequate funding is already available for this project, so no budget amendment is required to expend additional funds. A financial summary of the complete project is shown below.

Expenditures

Expenditures to date for engineering and construction of State Street	\$ 905,157
Gantry Project Budget including all alternates and contingency	\$ 330,200
State Street Total Project Cost	\$1,235,357

Funding

P4506569-2011 State Street Broad to Grand	\$1,240,000
Stateline Community Foundation Grant from Fat Wallet Foundation	\$ 40,000
Total Funding Available	\$1,280,000



June 23, 2011

Beloit City Council
City Hall
45 State Street
Beloit, WI 53511

Dear City Councilors,

On behalf of the Downtown Beloit Association Board of Directors, we are writing to encourage your support in awarding the contract to build the second phase of the State Street Reconstruction Project. It includes a plaza gathering space, a public stage, and the gantry sculpture and identifies this place as the pinnacle of social and economic interaction in the heart of Beloit and our downtown. This presents a wonderful opportunity to publicly celebrate the community's honor in winning the Great American Main Street Award in May 2011 through the National Trust for Historic Preservation, a very prestigious award that can only be bestowed upon a community once. We are making history, and it is timely to be able to express our community pride in a dedication of the Gantry Sculpture and Plaza.

As you are well aware, the funds set aside for this project come from Tax Increment District #5 (TID #5). It is not funded through general tax funds or the Business Improvement District. Timing is important, as TID #5 projects must be awarded by September of 2012. No projects may be awarded after that date. In addition, the Downtown Beloit Association has secured a commitment from the Fat Wallet Charitable Foundation to invest \$40,000 toward this project through the Stateline Community Foundation, with the understanding that The Gantry Sculpture and Plaza will be completed this year and the entire project design is as proposed.

We hope that you will share our conviction that this project will have a tremendously positive social and economic impact well into the future, and consider its ability to welcome visitors and community alike to linger and celebrate Beloit's accomplishments. The Gantry and Gantry Plaza will increase the visibility and marketability of the downtown district to investors, now and for decades to come. It speaks of how Beloit sees itself, as a vibrant thriving community...a beacon of hope for our bright future.

Through collaboration and multiple public visioning sessions, our downtowners came together to collectively participate in shaping this space as a reflection of our progressive, artistic and thriving spirit in our downtown and our pride in the Beloit community. This bold design reminds us of those who dared to dream decades ago of a restored and vibrant riverfront and downtown district where the community would gather and how much it has impacted Beloit...how we see ourselves and how powerful the message is to investors.

As representatives and stewards of our community and downtown district, we encourage you to join us in support of The Gantry and Gantry Plaza. Please join us in celebrating Beloit's triumphs and reminding Beloiters and visitors of the enduring spirit and commitment to excellence in Beloit.

We appreciate your thoughtful consideration of this request.

Sincerely,



Jason Braun
Chairman
Downtown Beloit Association



Kathleen Braatz
Executive Director
Downtown Beloit Association

From: Kathleen Braatz <kathleen@downtownbeloit.com>
Sent: Saturday, June 25, 2011 9:15:32 AM
To: Flesch, Michael; Arnold, Luke
Subject: FW: Gantry Stage donation

Hi Mike and Luke:

Please share the following email from Tim Storm with City Council.

Thanks!

Kathleen

Kathleen Braatz
Executive Director
Downtown Beloit Association
City Center Building at 500 Public Avenue
Beloit, Wisconsin 53511
kathleen@downtownbeloit.com
608.365.0150

Check out our web site at www.DowntownBeloit.com!

From: Tim Storm [mailto:tim.storm@fatwallet.com]
Sent: Fri 6/24/2011 5:09 PM
To: Kathleen Braatz
Subject: Gantry Stage donation

Hi Kathleen-

I didn't get a chance to put anything on letterhead before I left the office, so I wanted to drop you a note so that you had something on record.

In recognition of the warm welcome that FatWallet has received from the downtown community - The FatWallet Charitable foundation agrees to fund a donation to the Stateline community foundation in the amount of \$40,000 in support of the Beloit Gantry Stage project.

It is my understanding that this project and its associated stage would be complete this fall and to the specifications discussed in our meeting with City engineers on July 22nd.

The FatWallet Charitable Foundation focuses on capital improvements in the area of arts, sport and education.

I very much look forward to the impact of this project on downtown.

Please let me know if you have any further questions.

Tim Storm
FatWallet Charitable Foundation



Contract C11-24
Gantry and Gantry Plaza, Beloit, WI

BID DATE: 6/22/2011 11:30 A.M.

Contract C11-24 is a unit price contract. Contractor agrees to furnish all labor, equipment, and materials in accordance with the plans and specifications for the construction and installation of bid items.

ITEM NO.	BID ITEMS DESCRIPTION	CONTRACT QUANTITY		Gilbank Construction, Inc.		Klobucar General Contractors		Scherrer Construction Co., Inc.		Engineer's Estimate	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Gantry Structure Base Proposal											
REMOVALS AND EROSION CONTROL											
1	Inlet Protection Type D (far end of parking lot and Grand Ave inlets)	3	Each	\$100.00	\$300.00	\$53.03	\$159.09	\$250.00	\$750.00	\$100.00	\$300.00
2	Concrete Pavement Removal	240	SY	\$4.50	\$1,080.00	\$1.06	\$254.40	\$10.00	\$2,400.00	\$4.50	\$1,080.00
3	Saw Existing Pavement, Full Depth	65	LF	\$4.00	\$260.00	\$3.18	\$206.70	\$3.00	\$195.00	\$4.00	\$260.00
4	Remove existing Masonry Column	1	Each	\$100.00	\$100.00	\$212.13	\$212.13	\$750.00	\$750.00	\$100.00	\$100.00
5	Project Cleanup and Erosion Control Removal	1	LS	\$300.00	\$300.00	\$1,288.00	\$1,288.00	\$500.00	\$500.00	\$300.00	\$300.00
GANTRY STRUCTURE and MASONRY SUPPORTS											
6	Concrete Sidewalk, 4-inch	1625	SF	\$4.00	\$6,500.00	\$5.46	\$8,872.50	\$5.85	***** \$9,506.25	\$4.00	\$6,500.00
7	Cast-In-Place Reinforced Concrete Footings and Foundations for Gantry Structure	8	Each	\$1,225.00	\$9,800.00	\$2,704.00	\$21,632.00	\$5,791.00	\$46,328.00	\$1,050.00	\$8,400.00
8	Brick Masonry for Gantry Structure Support Columns	340	SFF	\$33.10	\$11,254.00	\$34.60	\$11,764.00	\$42.20	\$14,348.00	\$9.50	\$3,230.00
9	Cast Stone Capstones for Gantry Structure Support Columns (2 pieces = 1 Capstone)	8	Each	\$343.75	\$2,750.00	\$485.25	\$3,882.00	\$597.00	\$4,776.00	\$650.00	\$5,200.00
10	Gantry Structure with all Apurtanances, Fabricated, Shipped, Installed, Complete	1	LS	\$102,000.00	\$102,000.00	\$110,873.00	\$110,873.00	\$97,700.00	\$97,700.00	\$115,000.00	\$115,000.00
11	Gantry Structure Painting, 2 Coat System, Complete	1	LS	\$14,400.00	\$14,400.00	\$20,606.00	\$20,606.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00
12	Complete Gantry Irrigation System, Planter Liners, and Installation	1	LS	\$8,680.00	\$8,680.00	\$9,287.00	\$9,287.00	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00
13	Complete LED Lighting System, & Electrical Power System, Installed for Gantry Structure	1	LS	\$42,335.00	\$42,335.00	\$43,235.00	\$43,235.00	\$39,335.00	\$39,335.00	\$65,000.00	\$65,000.00
14	Bench Type B	1	Each	\$2,500.00	\$2,500.00	\$7,410.00	\$7,410.00	\$5,736.00	\$5,736.00	\$6,700.00	\$6,700.00
15	Construction Staking, Gantry	1	LS	\$500.00	\$500.00	\$1,765.00	\$1,765.00	\$350.00	\$350.00	\$150.00	\$150.00
MISCELLANEOUS											
16	Water Service Connection, Install City supplied Curb Stop & Box and Longbox	1	LS	\$250.00	\$250.00	\$1,778.00	\$1,778.00	\$3,500.00	\$3,500.00	\$350.00	\$350.00
17	Storm Sewer Pipe, 6-Inch PVC Underdrain (to connect Gantry drains to Storm Sewer)	160	LF	\$18.00	\$2,880.00	\$39.35	\$6,296.00	\$38.00	\$6,080.00	\$15.00	\$2,400.00
18	Size, Supply, & Install NEMA 4X Enclosures for Lighting & Irrigation Equipment, GFI boxes for Stage power	1	LS	\$1,800.00	\$1,800.00	\$2,414.00	\$2,414.00	\$1,800.00	\$1,800.00	\$2,290.00	\$2,290.00
TOTAL GANTRY STRUCTURE BASE PROPOSAL					\$207,689.00		\$251,934.82	Corrected Bid	***** \$245,054.25		\$232,760.00

Gantry Painting Alternate Proposal											
GANTRY STRUCTURE											
19	Additional cost of Gantry Structure Painting, upgrade from 2 Coat to 3 Coat System, Complete	1	LS	\$6,800.00	\$6,800.00	\$2,121.00	\$2,121.00	\$6,800.00	\$6,800.00	\$18,000.00	\$18,000.00
SUBTOTAL GANTRY PAINTING ALTERNATE PROPOSAL					\$6,800.00		\$2,121.00		\$6,800.00		\$18,000.00

Plaza Added Alternate Proposal											
REMOVALS AND EROSION CONTROL											
20	Concrete Curb Removal	170	LF	\$5.00	\$850.00	\$7.69	\$1,307.30	\$6.00	\$1,020.00	\$5.00	\$850.00
21	Asphalt Pavement Removal	364	SY	\$3.50	\$1,274.00	\$4.03	\$1,466.92	\$6.00	***** \$2,184.00	\$4.00	\$1,456.00
22	Concrete Pavement Removal	45	SY	\$4.50	\$202.50	\$10.61	\$477.45	\$10.00	***** \$450.00	\$4.50	\$202.50
23	Saw Existing Pavement, Full Depth	60	LF	\$4.00	\$240.00	\$3.18	\$190.80	\$3.00	\$180.00	\$4.00	\$240.00
24	Remove Existing Vegetaion (1 medium tree, 3 small trees, misc. shrubs, plantings)	1	LS	\$800.00	\$800.00	\$990.00	\$990.00	\$750.00	\$750.00	\$800.00	\$800.00



Contract C11-24
Gantry and Gantry Plaza, Beloit, WI

BID DATE: 6/22/2011 11:30 A.M.

Contract C11-24 is a unit price contract. Contractor agrees to furnish all labor, equipment, and materials in accordance with the plans and specifications for the construction and installation of bid items.

ITEM NO.	BID ITEMS DESCRIPTION	CONTRACT QUANTITY		Gilbank Construction, Inc.		Klobucar General Contractors		Scherrer Construction Co., Inc.		Engineer's Estimate	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GANTRY PLAZA											
25	Base Aggregate, Dense, 1 1/4-inch	130	Ton	\$10.00	\$1,300.00	\$19.09	\$2,481.70	\$25.00	\$3,250.00	\$12.00	\$1,560.00
26	HMA Pavement, Type E-0.3 Special, Binder	8	Ton	\$225.00	\$1,800.00	\$223.00	\$1,784.00	\$225.00	\$1,800.00	\$225.00	\$1,800.00
27	HMA Pavement, Type E-0.3 Special, Surface	6	Ton	\$225.00	\$1,350.00	\$223.00	\$1,338.00	\$225.00	\$1,350.00	\$225.00	\$1,350.00
28	Concrete Curb and Gutter, 18-inch, Type L	68	LF	\$38.00	\$2,584.00	\$46.05	\$3,131.40	\$20.00	\$1,360.00	\$40.00	\$2,720.00
29	Parking Stall Pavement Marking, 4-Inch, Paint	100	LF	\$0.50	\$50.00	\$0.80	\$80.00	\$0.50	\$50.00	\$0.50	\$50.00
30	8" Thick Concrete Wall	25	LF	\$100.00	\$2,500.00	\$184.90	\$4,622.50	\$77.56	\$1,939.00	\$100.00	\$2,500.00
31	8" Cast-In-Place Planter Curb	34	LF	\$38.00	\$1,292.00	\$73.20	\$2,488.80	\$66.86	\$2,273.24	\$40.00	\$1,360.00
32	Brick Pavers, Installed over concrete base	80	SF	\$12.50	\$1,000.00	\$15.40	\$1,232.00	\$81.25	\$6,500.00	\$15.00	\$1,200.00
33	Concrete Sidewalk, 4-inch (Includes 2 sidewalk ramps)	1925	SF	\$4.00	\$7,700.00	\$6.50	\$12,512.50	\$6.22	\$11,973.50	\$4.00	\$7,700.00
34	Detectable Warning Fields, 2' x 2'	4	Each	\$150.00	\$600.00	\$132.50	\$530.00	\$200.00	\$800.00	\$150.00	\$600.00
35	Cast-In-Place Concrete Seating Steps/Stage	240	LFN	\$135.00	\$32,400.00	\$85.56	\$20,534.40	\$152.00	\$36,480.00	\$65.00	\$15,600.00
PLAZA LANDSCAPING AND RESTORATION											
36	Benches Type A	4	Each	\$1,465.00	\$5,860.00	\$1,609.15	\$6,436.60	\$5,736.00	\$22,944.00	\$1,300.00	\$5,200.00
37	Trash / Recycling Receptacles	2	Each	\$2,060.00	\$4,120.00	\$2,234.65	\$4,469.30	\$2,210.00	\$4,420.00	\$2,000.00	\$4,000.00
38	Furnishing and Planting Plant Materials, Hummingbird Clethra (Clethra alnifolia 'Hummingbird')	5	Each	\$56.00	\$280.00	\$59.40	\$297.00	\$85.50	\$427.50	\$58.00	\$290.00
39	Furnishing and Planting Plant Materials, Dwarf Forsythia (Forsythia viridissima 'Brnxensis')	16	Each	\$45.00	\$720.00	\$47.75	\$764.00	\$52.50	\$840.00	\$50.00	\$800.00
40	Furnishing and Planting Plant Materials, Blue Chip Juniper (Juniperus horizontalis 'Blue Chip')	7	Each	\$55.00	\$385.00	\$58.35	\$408.45	\$78.50	\$549.50	\$60.00	\$420.00
41	Furnishing and Planting Plant Materials, Northern Sea Oats (Chasmanthium latifolium)	38	Each	\$22.00	\$836.00	\$23.35	\$887.30	\$17.50	\$665.00	\$25.00	\$950.00
42	Furnishing and Planting Plant Materials, May Night Sage (Silvia superba 'May Night')	20	Each	\$18.00	\$360.00	\$20.15	\$403.00	\$23.75	\$475.00	\$19.00	\$380.00
43	Furnishing and Planting Plant Materials, Wesuwe Sage (Silvia superba 'Wesuwe')	18	Each	\$18.00	\$324.00	\$20.15	\$362.70	\$25.00	\$450.00	\$20.00	\$360.00
44	Furnishing and Planting Plant Materials, Tulips (Tulipa ssp. - White Color)	60	Each	\$1.05	\$63.00	\$1.10	\$66.00	\$18.50	\$1,110.00	\$1.00	\$60.00
45	Furnishing and Planting Plant Materials, Sweet Potato Vine (Ipomoea batatas 'Margarita')	110	Each	\$7.00	\$770.00	\$7.42	\$816.20	\$10.90	\$1,199.00	\$8.00	\$880.00
46	Sod Lawn	95	SY	\$6.00	\$570.00	\$6.36	\$604.20	\$70.00	\$6,650.00	\$6.00	\$570.00
47	Planting Soil Mix	26	CY	\$75.00	\$1,950.00	\$79.55	\$2,068.30	\$115.00	\$2,990.00	\$75.00	\$1,950.00
48	Construction Staking, Plaza	1	LS	\$500.00	\$500.00	\$1,874.00	\$1,874.00	\$450.00	\$450.00	\$350.00	\$350.00
SUBTOTAL PLAZA ADDED ALTERNATE PROPOSAL					\$72,680.50		\$74,624.82	Corrected Bid	***** \$115,529.74		\$56,198.50
TOTAL PROPOSAL WITH ALL ALTERNATES					\$287,169.50		\$328,680.64	Corrected Bid	***** \$367,383.99		\$306,958.50